

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

July 08, 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: 218-998-668#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on July 8, 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>

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: 218-998-668#

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>

The following member(s) of City Council will be present via video conference:

Josh Acevedo

9:00 A.M. PLEDGE OF ALLEGIANCE

Americas High School at the Invitation of City Representative Lily Limón

Rodolfo Garcia IV

MAYOR'S PROCLAMATIONS

El Paso Matters Day

International Chihuahuan Desert Celebration Day

Knight Time Cheer Magic

Texas House of Representatives Committee on Criminal Jurisprudence Day

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

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 Regular City Council Meeting of June 24, 2025 and the Work Session of June 23, 2025. [25-819](#)

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 [25-91](#)

CONSENT AGENDA - RESOLUTIONS:

3. That the City Manager be authorized to sign a Ground Lease between the City of El Paso and Dick Poe Motors, L.P. for the following described property: [25-802](#)

A portion of Lots 4, 5 and 6, Block 5, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas.

District 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Debbie Olivas, (915) 212-7337

4. That the City Manager be authorized to sign a Boeing Business District Ground Lease between the City of El Paso and Hospice of El Paso, Inc., for the following described property: [25-803](#)

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, municipally known and numbered as 8515 Lockheed Drive, El Paso, Texas.

District 3

Airport, Tony Nevarez, (915) 212 -7301

Airport, Debbie Olivas, (915) 212- 7337

5. A Resolution that the Taxpayer, Ernest G. Escamilla, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$824.77 for the property with the following legal description: [25-797](#)

7 THREE HILLS LOT 14 (8118 SQ FT)

District 1

Tax Office, Maria O. Pasillas, (915) 212-0106

6. A Resolution that the Mayor be authorized to sign an Amendment between the City of El Paso and Texas Department of State Health Services (DSHS) to extend the Interlocal Agreement for the period of September 1, 2025, through August 31, 2026 for the testing of Milk and Dairy. [25-796](#)

All Districts

Public Health, Veerinder Taneja, (915) 212-6502

Public Health, Sara Cera, (915) 212-6502

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

7. Joe Garibay to the Open Space Advisory Board by Representative Cynthia Boyar Trejo, District 4. [25-800](#)
Members of the City Council, Cynthia Boyar-Trejo, (915) 212-0004
8. Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson. [25-801](#)
Members of the City Council, Mayor Renard U. Jonson, (915) 212-0021
9. Chris Canales to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson. [25-820](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

10. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A) [25-798](#)

All Districts

Tax Office, Maria O. Pasillas, (915) 212-0106

11. A refund to Samuel Castillo, in the amount of \$233.30 for an overpayment made on January 31, 2022 of 2021 taxes, Geo. No. G686-999-1050-8200. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. [25-799](#)

District 2

Tax Office, Maria O. Pasillas, (915) 212-0106

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

12. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign [25-836](#)

contributions by Representative Alejandra Chavez in the amount of \$5,000 from Stanley Jobe.

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amounts of \$250 from Brent Harris, \$1,000 from Lane Gaddy, \$1,000 from Raymond Palacios, \$1,000 from Miguel Fernandez, \$500 from Kelly Tomblin, \$2,500 from Richard Aguilar, \$200 from Richard Porras, \$3,000 from Fred Loya, \$1,000 from Ted Houghton, \$1,000 from Ed Escudero, \$2,500 from Robert L. Bowling IV, \$2,500 from Randall J Bowling, \$750 from Howard Enlow, \$750 from Rachel B Harracksingh, \$1,000 from Stanley P. Jobe, \$300 from Joseph Moody Campaign, \$500 from Renard Johnson, and \$2,500 from Douglas A. Schwartz.

[25-844](#)

Members of the City Council, Representative Art Fierro, (915) 212-0006

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 10:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

14. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), of the El Paso City Code; to add Item: Subsection Zone X: No Parking, 8:00 am to 5:00 pm, Monday through Friday; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII Restrictions on Parking in Residential Districts), Subsection Zone X (No Parking, 8:00 am To 5:00 pm, Monday through Friday), of the El Paso City Code; to add Items: 1. 1600 Block of N. Kansas Street, between E. Schuster Avenue and E Crosby Avenue, West Side only, 2. 1600 Block of N Kansas Street, from E. Schuster Avenue to a Point 180 feet South of E. Schuster Avenue, East Side only., 3. 400 Block of E. Crosby Avenue, Between the alley East of N. Kansas Street and N. Campbell Street, North Side only., 4. 400 Block of E. Crosby Avenue, between N. Kansas Street and N. Campbell Street, South Side only, 5. 500 Block of East Crosby Avenue, between N. Campbell Street and N. Florence Street, North Side only, 6. 500 Block of E. Crosby Avenue, between the alley east of N. Campbell Street and N. Florence Street, South Side only, 7. 1600 Block of N. Florence Street, From 115 feet South of E. Schuster Avenue to E. Crosby Avenue, West Side only, 8. 1600 Block of N. Florence Street, between E. Schuster Avenue and E. Crosby

[25-804](#)

Avenue, East Side only, 9.1600 Block of N. Campbell Street, between E. Schuster Avenue and E. Crosby Avenue, West Side only, and 10. 1600 Block of N. Campbell Street, from a point 170 feet South of E. Schuster Avenue to E. Crosby Avenue, East Side only. The penalty being provided in Chapter 12.88 of the El Paso City Code.

District 8

Streets and Maintenance, Randy Garcia, (915) 212-7005

PUBLIC HEARING WILL BE HELD ON JULY 22, 2025

15. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), to add Subsection Zone Y: No Parking Any Time, Decal Required, of the El Paso City Code, to add Item 1: 6629 McFarland Avenue to 6765 McFarland Avenue, both sides; to add Item 2: 300 Del Palmar Court to 309 Del Palmar Court, both sides; to add Item 3: 200 Playa Tronones Avenue to 309 Playa Tronones Avenue, both sides; to add Item 4. 6601 La Puesta Drive to 6765 La Puesta Drive, both sides; to add Item 5: 6700 Ixtapa Place to 6765 Ixtapa Place, both sides; to add Item 6: 300 McFarland Circle to 312 McFarland Circle, both sides; the penalty being provided in Chapter 12.88 of the El Paso City Code.

[25-805](#)

District 1

Streets and Maintenance, Randy Garcia, (915) 212-7005

PUBLIC HEARING WILL BE HELD ON JULY 22, 2025

16. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV -Speed Limits), of the El Paso city Cod; to ADD ITEM: Subsection T. Speed limits on Martin Luther King Jr. Boulevard (FM3255); and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV -Speed Limits), Subsection T (Speed limits on Martin Luther King Jr. Boulevard (FM3255)), of the El Paso City Code; to ADD ITEMS: 1. 45 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from Loma Real Avenue to Gateway South Boulevard, 2. 55 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from a Point 3.05 Miles South of State Line to Loma Real Avenue, 3. 65 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from State Line to a Point 3.05 Miles South.

[25-806](#)

District 4

Streets and Maintenance, Randy Garcia, (915) 212-7005

PUBLIC HEARING WILL BE HELD ON JULY 22, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

17. An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Nine City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.

[25-758](#)

District 5

Economic and International Development, Karina Brascalla, (915) 212-0094

18. An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Ten, City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.

[25-760](#)

District 1

Economic and International Development, Karina Brascalla, (915) 212-0094

19. An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the extension of Ninth Street from Frank Avenue to La Mesa, delete the proposed collector connection from Horizon Boulevard to I-10, and downgrade Gomez Road from West Terminus to Upper Valley Road to collector.

[25-736](#)

District 1**Extraterritorial Jurisdiction**

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

20. Discussion and action on a Resolution authorizing the expenditure of District 7 discretionary funds in an amount not to exceed one thousand dollars (\$1,000) to supplement the cost of a mural commissioned by the Mission Trail Association to be located on the Nestor Valencia Transfer Center. This expenditure will serve the municipal purpose of fostering community pride, and enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the implementation of art in the architecture of municipal structures.

[25-818](#)

District 7

Members of the City Council, Representative Lily Limón, (915) 212-1031

21. Discussion and action directing the City Manager and City Attorney to coordinate with the City of Sunland Park, New Mexico, to draft a Memorandum of Understanding (MOU) and present it to Council within 60 days, establishing procedures for the mutual exchange of development and public safety-related information for coordinated communication along the shared Texas-New Mexico boundary (border) to proactively manage growth and maintain transparency for both communities.

[25-826](#)

District 1

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

22. Discussion and action to approve a Resolution that the City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio

[25-843](#)

Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

District 8

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

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

23. Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders for Solicitation 2025-0485 Sports Officials to George Heredia dba Paso USSSA for a term of three (3) years for an estimated amount of \$3,207,222.00. This contract will provide services for sports officials and assigners for city sponsored softball leagues.

[25-807](#)

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$435,372.00 for the three (3) years term, which represents a 15.71% increase due to hourly rate increases and the addition of a new sports category for Adult Slow Pitch Softball - Tournament Pool & Bracket Play.

Department:	Parks & Recreation
Award to:	George Heredia dba Paso USSSA
City & State:	El Paso, TX
Item(s):	ALL
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,069,074.00
Initial Term Estimated Award:	\$3,207,222.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$3,207,222.00
Account(s):	451-1000-51270-522110-P5113
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Parks & Recreation Departments recommend award as indicated to George Heredia dba Paso USSSA under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks and Recreation, Pablo Caballero, (915) 212-8018

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.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

<http://www.elpasotexas.gov/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-819, 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 Regular City Council Meeting of June 24, 2025 and the Work Session of June 23, 2025.

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

MINUTES FOR REGULAR COUNCIL MEETING

June 24, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

IDEA Edgemere Public School at the Invitation of City Representative
Deanna Maldonado-Rocha

Adrian Garcia
Zoe Raymundo
Eliana Lopez
Julian Acosta
Mildreth Olea
Rebecca Cervantes
Hector Garcia
Luis Avalos
Sebastian Gonzalez

MAYOR'S PROCLAMATIONS

Nina Tawney Day

You Eat I Eat

United States Army's 250th Birthday

Project BRAVO

El Paso Athletic Hall of Fame and El Paso Sports Commission Week

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 10:02 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Chris Canales. Representative Limón participated virtually. Late arrival: Josh Acevedo at 10:22 a.m.

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Claudia Contreras Siller
3. Mr. Ron Comeau
4. Ms. Barbara Valencia
5. Mr. Arnulfo Hernandez
6. Ms. Wally Cech submitted a statement to be entered into the record

.....
PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS
.....

Ms. Marcy Chavez, citizen, spoke on Item 43 of the Regular Agenda.

.....
NOTICE TO THE PUBLIC
.....

1ST MOTION

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}).

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

2ND MOTION

Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **RECONSIDER** the consent agenda for Council Members to disclose campaign contribution from Doug Schwartz, applicant listed on item 11 of the agenda.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

3RD AND FINAL MOTION

*Motion made by Representative Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}).

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

-
1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of June 10, 2025.
-

CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:
.....

2. **NO ACTION** was taken on this item.

.....
CONSENT AGENDA – RESOLUTIONS:
.....

3. ***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign a Shoeshine Concession Agreement by and between the City of El Paso and Los Amigos Shoeshine for shoe shine services inside the El Paso International Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for 9.5% of gross receipts and an initial period of two (2) years with two (2) additional one(1) year options to extend.

4. ***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign Contract No. JSC-CC-2025-001 by and between the National Aeronautics and Space Administration ("Lessee" or "NASA") and the City of El Paso ("Lessor" or "City") for the lease of hangar and office space located at 8101 and 8201 Boeing Drive, El Paso, Texas 79925, for a one (1) year term and may be extended in one (1) year increments for up to nine (9) consecutive option years.

5. ***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 Amendment to the Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

Lot 2, Block 15, El Paso International Airport Tract Unit 11, filed for record in Volume 71, Page 29, Plat Records of El Paso County, Texas.

6. ***RESOLUTION**

WHEREAS, TJW Aviation, LLC ("Lessee") entered into a General Aviation Commercial Ground Lease with the effective date of June 1, 1990, as Amended dated April 1, 1992; as Assigned dated January 27, 2004; as Assigned dated January 27, 2012 for property described as Portions of Lots 2 and 3, Block 4, El Paso International Airport Tracts, Unit 10, El Paso, El Paso County, Texas commonly known and numbered as 6805 Boeing Drive, El Paso, Texas, City of El Paso as ("Lessor") TJW Aviation, LLC as ("Lessee").

WHEREAS, Lessee has defaulted in its obligation to maintain compliance with all federal, state, and City airport rules and regulations as required by the Lease and has not satisfactorily complied with Lessor demands to cure such default.

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

That the Director of Aviation be authorized to terminate the Lease as set forth therein.

7.

***R E S O L U T I O N**

WHEREAS, Dade Aviation, Inc. ("Lessee") entered into a Non-Commercial Aviation Ground Lease (as amended, the "Lease") with an effective date of February 1, 2004, for Lots 25, 26, and 27, and a vacated portion of Boeing Drive, El Paso International Airport Tracts Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7605 Boeing Drive, El Paso, Texas 79925 (the "Premises"); which Lease is by and between the City of El Paso, Texas (as "Lessor") and Dade Aviation, Inc. (as "Lessee").

WHEREAS, Lessee has defaulted in its obligation pay, when due, taxes, tax liens, and governmental charges as required by the Lease, abandoned the premises without the prior written consent of Lessor, and failed to provide proof of insurance to Lessor as required by the Lease and has not satisfactorily complied with Lessor demands to cure such default.

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

That the Director of Aviation be authorized to terminate the Lease as set forth therein.

8.

***R E S O L U T I O N**

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

THAT the City Manager, or designee, is authorized to sign the First Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC ("Design-Builder") for the project known as 2024-0272R Advanced Manufacturing District, to accept and incorporate the Design-Builder's Mobilization and Sitework Phases for the project in the amount of Forty-Nine Thousand One Hundred Eighty-Eight and 00/100 dollars (\$49,188.00); and

That the City Manager, or designee, be authorized to approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law and do not make changes to the prices and are within the appropriate budget; and

That the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this agreement.

9.

***R E S O L U T I O N**

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

That the City Manager or designee is authorized to sign a Memorandum of Understanding by and between the City of El Paso, El Paso Fire Department and the Texas Division of Emergency Management (TDEM), a member of the Texas A&M System (A&M System) and an agency of the State of Texas and the Texas Emergency Management Assistance (TEMAT) will allow employees and members to participate in emergency response and support at the request of the State of Texas. These activities are intended to help respond and recover from emergencies and disasters, and include specialized training activities for emergency responders to maintain TEMAT operational readiness for a term of five (5) years.

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ERICKSON GEORGIA, 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:

5155 Mount Abbott Dr, more particularly described as Lot 1031, Block 40, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0400-7300

to be \$496.50, 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 30th day of May, 2023, 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 NINETY SIX AND 50/100 DOLLARS (\$496.50) 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.

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUTIERREZ ARMANDO JR, 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:

333 Kitt Rd, more particularly described as Lot S 138.82 Ft Of W 76.88 Ft Of & E 78.96 Ft Of 5, MC CUNE'S Subdivision, City of El Paso, El Paso County, Texas, PID #M238-999-0010-2100

to be \$554..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 21ST day of July, 2022, 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 FIFTY FOUR AND 50/100 DOLLARS (\$554.50) 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.

11.

***R E S O L U T I O N**

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF LOT 2, BLOCK 3, DESERT PASS SUBDIVISION UNIT 5, 191 GEM STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, CAMINO REAL INVESTMENTS I, LTD, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval. The detailed site development plan is subject to the development standards in the C-3/SC (COMMERCIAL/SPECIAL CONTRACT) **District** regulations and subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"***** and is incorporated herein by reference for all purposes; and,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to permit business and medical offices as required under the **C-3/sc (Commercial/special contract)** District as per Section **20.04.150**, on the following described property, and as more particularly described by metes and bounds on the attached **Exhibit "A"*****, incorporated by reference, which is located in a **C-3/sc (Commercial/special contract)** District:

A portion of Lot 2, Block 3, Desert Pass Subdivision Unit 5, 191 Gem Street, City of El Paso, El Paso County, Texas.

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"***** and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C- 3/SC (COMMERCIAL/SPECIAL CONTRACT District regulations.
4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-3/SC (COMMERCIAL/SPECIAL CONTRACT) District. Such agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.
5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

****Exhibits available at the City Clerk's Office.**

Mayor Johnson verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Chávez verbally disclosed a \$3,500 contribution received from Mr. Doug Schwartz.

Representative Acevedo verbally disclosed a \$500 contribution received from Mr. Doug Schwartz.

Representative Maldonado-Rocha verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Fierro verbally disclosed a \$2,500 contribution received from Mr. Doug Schwartz.

Representative Limón verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Canales verbally disclosed a contribution received from Mr. Doug Schwartz.

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12.

***R E S O L U T I O N**

WHEREAS, Christian Euzarraga (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **One Size Fits All Vintage Summer Smash Block Party from 5:00 pm to 10:00 pm on Saturday, July 19, 2025** (hereinafter referred to as the “Event”); and

WHEREAS, The Event will utilize both City and State rights-of-way; and

WHEREAS, The City of El Paso (hereinafter referred to as the “City”) has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the “State” owns and operates a system of highways for public use and benefit, including **Mesa Street** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **One Size Fits All Vintage Summer Smash Block Party, Saturday, July 19th, 2025 from 12:00 pm to 11:59 pm**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between San Antonio Avenue and Overland Avenue.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

13.

***R E S O L U T I O N**

WHEREAS, WSB is a regional government entity and non-profit organization established to act as an arm of the State of Texas to carry out the governmental functions of workforce development; and

WHEREAS, the Library and Parks and Recreation Department (“**Departments**”) offer a wide range of programs, youth outreach, and educational and career development services to the community including resume and job interview assistance services; and

WHEREAS, the parties wish to enter into this Agreement to provide a license to WSB for the use of the Main Branch Library and the Chamizal Community Center space to provide workforce training programs. The license is subject to the provisions noted within the Agreement that can be revoked at will and use of space is at the sole discretion of City.

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

That the City Manager, or designee, be authorized to sign License and Use Agreement for the City of El Paso Library and Parks and Recreation Department, and Workforce Solutions Borderplex (WSB), to formalize a longstanding programmatic partnership to allow for instruction and workforce development of public at Library and Park sites for five years. Partner will pay \$10,000 annually for City to use for programmatic expenses including but not limited to paid internships and trainings.

14.

***RESOLUTION**

WHEREAS, the City of El Paso ("City") is a municipal corporation organized and existing under the laws of the State of Texas and is a political subdivision of the State of Texas;

WHEREAS, the Texas A&M Transportation Institute ("TTI") is an agency of the State of Texas and a part of the Texas A&M University System;

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

WHEREAS, the City is in need of various transportation studies, research, evaluations, and services related to transportation which may be provided by TTI;

WHEREAS, in 2020, the parties entered into a Master Interlocal Cooperation Agreement ("2020 Agreement") for TTI to provide various transportation studies, research, evaluations, and services related to transportation to the City on an as-needed basis;

WHEREAS, the 2020 Agreement will expire November 10, 2025;

WHEREAS, the City and TTI wish to enter into a new Master Interlocal Agreement to be effective November 11, 2025 for TTI to provide various transportation studies, research, evaluations, and services related to transportation to the City on an as-needed basis for a term of five years.

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

That the City Manager be authorized to sign a Master Interlocal Cooperation Agreement for transportation studies, research, evaluations, and other services by and between the City and TTI for TTI to provide various transportation studies, research, evaluations, and services related to transportation to the City on an as-needed basis, with said Master Interlocal Cooperation Agreement to be effective commencing November 11, 2025 for a term of five years.

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

15. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Silvia Serna to the Animal Shelter Advisory Committee by Representative Josh Acevedo, District 2.

16. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Alfred Reeves to the AmeriCorps Seniors Advisory Council by Representative Alejandra Chávez, District 1.

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CONSENT AGENDA – BOARD APPOINTMENTS:
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17. *Motion made, seconded, and unanimously carried to **APPOINT** Raul Villagrana to the Committee on Border Relations by Representative Deanna Maldonado-Rocha, District 3.
18. *Motion made, seconded, and unanimously carried to **APPOINT** Arvis Jones to the Fair Housing Task Force, as a regular member, by Representative Cynthia Boyar Trejo, District 4.
19. *Motion made, seconded, and unanimously carried to **APPOINT** Luis "Sito" Negrón to the Historic Landmark Commission by Representative Chris Canales, District 8.
20. *Motion made, seconded, and unanimously carried to **APPOINT** Robert Monarez to the Tax Increment Reinvestment Zone Number 5 by Mayor Renard U Johnson.

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CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:
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21. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with the agenda.
1. Cynthia Munoz, in the amount of \$4,347.88, made an overpayment on February 10, 2025 of 2024 taxes. (Geo. # 1689-999-1326-9842)
 2. Murphy Oil USA Inc, in the amount of \$43,474.74 made an overpayment on January 31, 2025 of 2024 taxes. (Geo. #P899-000-0000-0200)
 3. Corelogic Tax Services LLC, in the amount of \$2,572.53, made an overpayment on February 21, 2025 of 2024 taxes. (Geo. #V897-999-0060-0100)

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CONSENT AGENDA - NOTICE FOR NOTATION:
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22. *Motion made, seconded, and unanimously carried to **NOTE** the Special Projects, Discretionary Fund Expenditures, and P-Card Transactions for the period of April 21, 2025 - May 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.
23. *Motion made, seconded, and unanimously carried to **NOTE** that City Representative Lily Limón attended a trip sponsored by Destination El Paso to Queretaro and Tequisquiapan, Mexico from May 28th through May 31st. The purpose of the trip was to promote tourism to the El Paso region. All expenses for the trip were incurred and paid for personally by Representative Limón with no costs incurred or paid for by the City of El Paso or taxpayers.

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CONSENT AGENDA - BIDS:
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24. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0345 Infield Baseball Mix to Desert Rock Co. for a term of three (3) years for an estimated amount of \$137,700.00. This contract will allow the purchase of infield mix used to build and maintain optimal playing conditions at park fields.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$87,701.00, for the initial term, which represents a 175.41% increase due to price increases, an additional year to the term of the contract and additional quantities.

Department:	Parks & Recreation
Award to:	Desert Rock Co.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Year 1:	\$43,800.00
Year 2:	\$45,900.00
Year 3:	\$48,000.00
Initial Term Estimated Award:	\$137,700.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$137,700.00
Account(s):	451-1000-51270-531130-P5114
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to Desert Rock Co., the lowest responsive responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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25. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0429 Grounds Maintenance - City Facilities to Delta Unlimited LLC dba Delta Pest Control & Lawn Service for an initial term of three (3) years for an estimated amount of \$781,050.00. The award also includes a two (2) year option for an estimated amount of \$520,700.00. The total contract time is for five (5) years for a total estimated amount of \$1,301,750.00. This contract will provide exterior grounds maintenance services for designated areas surrounding City-owned facilities, including adjacent parkways, sidewalks, curbsides, and gutters.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$316,030.00 for the initial term, which represents a 32.06% increase due to additional locations being added and changes in the frequency of services.

Department:	Streets and Maintenance
Award to:	Delta Unlimited LLC dba Delta Pest Control & Lawn Service
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$ 260,350.00
Initial Term Estimated Award:	\$ 781,050.00

Option Term Estimated Award:	\$ 520,700.00
Total Estimated Award	\$1,301,750.00
Account(s):	532 - 2305 - 31040- 522260 - P3120
	532 - 1000 - 31040- 522260 - P3120
Funding Source(s):	General Fund Environmental Fee
District(s):	All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Delta Unlimited LLC dba Delta Pest Control & Lawn Service; the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

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- 26.** An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Nine City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.
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 - 27.** An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Ten, City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.
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PUBLIC HEARING WILL BE HELD ON JULY 8, 2025 FOR ITEMS 26 AND 27

- 28.** An Ordinance changing the zoning of Lot 1, Block 1, River Run Subdivision Unit One, 1071 Country Club Road, City of El Paso, El Paso County, Texas from R-2/spc (Residential/special protective condition) to C-1 (Commercial) and imposing a condition. 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: 1071 Country Club Rd.

Applicant: Upper Valley Investment Corporation, PZRZ25-00007

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- 29.** An Ordinance releasing all conditions placed on property by Ordinance No. 9332 which changed the zoning of Lot 1, Block 1, River Run Subdivision Unit One, 1071 Country Club Road, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition release 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: 1071 Country Club Rd.
Applicant: Upper Valley Investment Corporation, PZCR25-00001

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- 30.** An Ordinance changing the zoning of all of Lots 58 and 59, save and except a portion thereof, Block 3, Lafayette Place, 525 Lafayette Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to A-2 (Apartment), 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: 525 Lafayette Drive
Applicant: MVG Limitless Group, LLC. PZRZ25-00006

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- 31.** An Ordinance changing the zoning of Tracts 1 and 2, SA & MGRR Surveys No. 268, 341 Thorn Avenue, City of El Paso, El Paso County, Texas Parcel 1 from R-3 (Residential) to C-1 (Commercial) and Parcel 2 from R-3 (Residential) to C-3 (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: 341 Thorn Avenue
Applicant: Abdolkarim Saadatkhah, Conde, Inc. PZRZ25-00001

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- 32.** An Ordinance changing the zoning of Tract 1F2, Block 10, Upper Valley Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-2A (Residential). 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 Abe Goldberg Dr. and East of Kings River Pl.
Applicant: Alejandro, Erika, David, and Margarita Pinedo, PZRZ24-00031

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- 33.** An Ordinance changing the zoning of a portion of Block 8, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-3 (Commercial). 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: 9909 Kenworthy St.
Applicant: FirstLight Federal Credit Union, PZRZ25-00004

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34. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.30 (Construction Board of Appeals); Section 2.30.020 (Appointment); Section 2.30.030 (Membership and Terms); Section 2.30.040 (Quorum and Voting); Section 2.30.050 (Secretary of the board); Section 2.30.060 (Powers); Section 2.30.070 (Appeals); and Section 2.30.080 (Procedures of the board) to dissolve the Construction Board of Appeals and reorganize into a new chapter 2.30 Titled Construction Appeals.
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35. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.060 (Restriction for Former City Officers and Employees) of the El Paso City Code to remove reference to the Construction Board of Appeals.
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36. An Ordinance amending Title 9 (Health and Safety), Chapter 9.52 (Fire Prevention Code), Section 9.52.030.16 (Section 111.1 Board of Appeals established, amended) of the El Paso City Code, to perform the following: amend Section 111.1 (Board of Appeals) to replace Construction Board of Appeals with appeals officer; and Section 9.52.110.4 (section 3201.1.4, appeals, added), of the El Paso City Code to perform the following: amend section 3201.1.4 (Appeals) to replace Construction Board of Appeals with appeals officer
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37. An Ordinance amending Title 13 (Streets, Sidewalks and Public Places), Chapter 13.04 (Street and Sidewalk Construction and Maintenance), Section 13.04.010 (Sidewalk and Curb Permit Required), Paragraph A of the El Paso City Code to perform the following: amend Section 13.04.010 to replace Construction Board of Appeals with appeals officer; and Chapter 13.08 (Excavations), Section 13.08.120 (Appeal) of the El Paso City Code to perform the following: amend Section 13.08.120 to replace Construction Board of Appeals with appeals officer.
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38. An Ordinance amending Title 15 (Public Services), Chapter 15.20 (Stormwater Management), Section 15.20.110 (Stormwater Discharge from Construction Activities), Paragraph A to replace Construction Board of Appeals with appeals officer.
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39. An Ordinance amending Title 17 (Housing), Chapter 17.04 (Housing Code Adopted), Section 17.04.070 (Section 107 Amended-Appeals) of the El Paso City Code to perform the following: amend section 170.04.070 (Section 107 Amended-Appeals) to replace Construction Board of Appeals with appeals officer.
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40. An Ordinance amending Title 18 (Building and Construction), Chapter 18.02 (Building and Construction Administrative Code); Chapter 18.08 (Building Code); Chapter 18.18 (Outdoor Lighting Code); Chapter 18.44 (Grading); Chapter 18.46 (Landscape); and Chapter 18.60 (Flood Damage Prevention) of the El Paso City Code to perform the following: amend Section 18.02.105.27 (Appeals to the Construction Board of Appeals) to replace Construction Board of Appeals with appeals officer; amend Section 18.02.107.15.5 (Third Party Service Provider Audit Process) to replace Construction Board of Appeals with appeals officer; amend Section 18.02.111.13 (Appeals to the Construction Board of Appeals) to replace Construction Board of Appeals with appeals officer; amend Section 18.08.080 Section 501.2.4 (Appeals) to replace Construction Board of Appeals with appeals officer; amend Section 18.08.140 Section 1101.4 (Variances) to replace Construction Board of Appeals with appeals officer; amend Section 18.18.380 (Appeals) to replace Construction Board of Appeals with appeals officer; amend Section 18.44.120 (Appeals) to replace Construction Board of Appeals with appeals officer; amend Section 18.46.310 (Appeals), Paragraph A to replace Construction Board of Appeals with appeals officer; and amend Section 18.60.180 (Development Permit Procedures) Section C Paragraphs 1, 2, 3 and 7 to replace Construction Board of Appeals with appeals officer.
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PUBLIC HEARING WILL BE HELD ON JULY 22, 2025 FOR ITEMS 28 THROUGH 40

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41. An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the extension of Ninth Street from Frank Avenue to La Mesa, delete the proposed collector connection from Horizon Boulevard to I-10, and downgrade Gomez Road from West Terminus to Upper Valley Road to collector.
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PUBLIC HEARING WILL BE HELD ON JULY 8, 2025 FOR ITEM 41

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REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARING OF AN ORDINANCE:

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ITEMS 42 AND 55 WERE DISCUSSED TOGETHER

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42. **ORDINANCE 019740**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 FOR DEBT SERVICE SAVINGS IN AN AMOUNT NOT TO EXCEED \$285,640,000; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SUCH BONDS; AND RESOLVING OTHER MATTERS WHICH ARE NECESSARY TO EFFECTUATE SUCH ISSUANCE; INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF SUCH BONDS TO AN AUTHORIZED CITY OFFICIAL WITHIN CERTAIN SPECIFIED PARAMETERS.**

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez, Fierro, and Canales commented.

Motion duly made by Representative Canales, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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43. **RESOLUTION**

WHEREAS, El Paso Electric Company ("EPE" or the "Company"), provides electric power within the City limits of the City of El Paso pursuant to a franchise granted to EPE dated as of July 15, 2005, as amended, and is an electric utility;

WHEREAS, on January 27, 2025, EPE, filed with the City of El Paso its Application of El Paso Electric Company to Change Rates;

WHEREAS, pursuant to applicable law, the City of El Paso maintains original jurisdiction over rates of EPE for rates charged within the City limits of the City of El Paso, and

WHEREAS, on February 3, 2025, pursuant to the Public Utility Regulatory Act, Texas Utilities Code Section 36.108, the City of El Paso, as regulatory authority, suspended the proposed rate change subject to the City's jurisdiction for a period of 90 days after the proposed date the change would otherwise be effective; and

WHEREAS, by letter dated April 21, 2025 EPE extended the effective date of the proposed rates within the City of El Paso so that the City's jurisdiction was extended to July 1, 2025, and

WHEREAS, the City Council has determined that both the amount of the rate request filed and the rate design proposals in the Company's application are unreasonable.

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

1. That the rate increase, rate class changes, and rate design changes identified in the Application of El Paso Electric Company to Change Rates filed January 27, 2025, is in all things denied.
2. That the City Manager shall so notify El Paso Electric Company by having a copy of this Resolution delivered or mailed to the Chief Executive Officer of the Company.
3. That the City Attorney in consultation with the City Manager be authorized to engage in settlement negotiations with El Paso Electric Company and the other intervening parties in the *Application of El Paso Electric Company for Authority to Change Rates*, under the Public Utility Commission of Texas, docket no. 57568, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

Mr. Matt Marquez, Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Daniel Perez, El Paso Electric Regional Director of Government Affairs, introduced the presentation by EP Electric's staff.

Ms. Jennifer Borden, Director of Regulatory Accounting, and Mr. George Novela, El Paso Electric Senior Director of Regulatory Policy and Rates presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Limón, and Canales commented.

Mr. Karla Nieman, City Attorney commented.

The following members of the public commented:

1. Mr. VJ Smith
2. Ms. Marcy Chavez

PUBLIC HEARING to discuss and review Public Utility Commission of Texas (PUCT) Docket No. 57568, the El Paso Electric Company petition to approve changes to its base rates, was **OPENED** at 10:53 a.m. and **CLOSED** at 12:43 p.m. on Tuesday, June 24, 2025.

Motion made by Representative Acevedo, seconded by Representative Niño, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
The Regular City Council Meeting **RECESSED** at 12:44 p.m.

The Regular City Council Meeting **RECONVENED** at 1:03 p.m.

.....
44. ITEMS 44 AND 45 WERE TAKEN TOGETHER

ORDINANCE 019741

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PART OF TRACT 5D, TRACT 5E1A, AND TRACT 5E1B, BLOCK 41, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-4 (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.

45. ORDINANCE 019742

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS PART OF TRACT 1B, PART OF TRACT 3, TRACT 5D, PART OF TRACT 5E1A, AND PART OF TRACT 5E1B, PART OF TRACT 2C, BLOCK 41, AND PART OF TRACT 5C-1, BLOCK 50, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-1, PRESERVE AND O-3, AGRICULTURE TO G-7, INDUSTRIAL AND/OR RAILYARDS.**

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office)

Representatives Maldonado-Rocha, Boyar Trejo, and Fierro commented.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Acevedo, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

46.

ORDINANCE 019743

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 4, BLOCK 1, FALCON HILLS #2, 7213 ROYAL ARMS DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-4/SP (RESIDENTIAL/SPECIAL PERMIT), AND IMPOSING A CONDITION. 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.

Motion duly made by Representative Canales, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

47.

ITEMS 47 AND 48 WERE TAKEN TOGETHER

ORDINANCE 019744

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOTS 5 TO 10, BLOCK 226, ALEXANDER, 2821 N. KANSAS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO A-3 (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.

48.

ORDINANCE 019745

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00017, TO ALLOW FOR A 70% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 5 TO 10, BLOCK 226, ALEXANDER, 2821 N. KANSAS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED SPECIAL PERMIT 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.

Representative Canales commented.

Motion duly made by Representative Canales, seconded by Representative Maldonado-Rocha, and carried that the Ordinances be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

49.

ORDINANCE 019746

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 29, BLOCK 24, ENCHANTED HILLS UNIT FIVE, 7600 HUNTER FOSTER DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5/C (RESIDENTIAL/CONDITIONS) TO C-1/C (COMMERCIAL/CONDITIONS) AND R-5 (RESIDENTIAL) 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.

Mayor Johnson verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Chávez verbally disclosed a \$3,500 contribution received from Mr. Doug Schwartz.

Representative Acevedo verbally disclosed a \$500 contribution received from Mr. Doug Schwartz.

Representative Maldonado-Rocha verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Fierro verbally disclosed a \$3,500 contribution received from Mr. Doug Schwartz.

Representative Limón verbally disclosed a contribution received from Mr. Doug Schwartz.

Representative Canales verbally disclosed a \$1,000 contribution received from Mr. Doug Schwartz.

The following members of the public submitted statements of support to be entered into the record:

1. Mr. Christian Lopez
2. Mr. Michael Bester
3. Mr. Henry Garcia
4. Ms. Marcella Carrillo

5. Ms. Deborah Torres

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and carried that the Ordinance be **ADOPTED**.

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

50.

R E S O L U T I O N

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

WHEREAS, District 2 desires to hire a Part-time Administrative Specialist employee for the Office of District 2 for a period not to exceed 20 hours per week;

WHEREAS, the hiring of a part-time employee will assist District 2 in the City goal to promote transparent & consistent communication amongst members of the community;

WHEREAS, the use of the expenditure of discretionary funds of District 2, shall not exceed \$3,000.00 for payroll purposes of a Part-time Administrative Specialist;

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

This expenditure would serve the municipal purpose to promote transparent & consistent communication amongst all members of the community by fostering and encouraging open communication of current and future projects to our citizens; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly transferred for payroll purposes.

Representative Acevedo commented.

Motion made by Representative Acevedo, seconded by Representative Boyar Trejo and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón and Canales

NAYS: None

REGULAR AGENDA – OPERATIONAL FOCUS UPDATE:

51. Provide an annual report to the City Council on operations of the stormwater Utility.

Ms. Gisela Dagnino, Stormwater Chief Operations Officer for El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez and Boyar Trejo commented.

NO ACTION was taken on this item.

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

52. Motion made by Representative Maldonado-Rocha, seconded by Representative Fierro, and carried to **AWARD** Solicitation 2025-0205 EPIA West Parking Lot Expansion to Gracen Engineering & Construction, Inc. for a total estimated amount of \$1,635,323.00. This project will consist of the expansion of the West Parking Lot at the Airport to meet increasing demand and improve functionality.

Department:	El Paso International Airport
Award to:	Gracen Engineering & Construction, Inc.
City & State:	El Paso, Texas
Item(s):	All
Contract Term:	180 Consecutive Calendar Days
Base Bid I:	\$1,635,323.00
Total Estimated Award:	\$1,635,323.00
Account(s):	562-3010-62335-580270-PAP00976
Funding Source(s):	Airport Enterprise Fund
District(s):	3

This was a Low Bid Procurement - lump sum contract.

The Purchasing & Strategic Sourcing Department and El Paso International Airport recommend award as indicated to Gracen Engineering & Construction, Inc. the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

-
53. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Boyar Trejo, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) for Solicitation 2025-0349 EMS Stretchers Parts, Repairs and Maintenance to Howmedica Osteonics Corp. dba Stryker Sales, LLC (Stryker Medical Division), the sole manufacturer and service provider of PowerPro Stretchers, for an initial term of three (3) years for an estimated amount of \$771,850.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will

allow the department to purchase new stretchers for ambulances as well as provide repairs and maintenance to the existing inventory.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$158,503.00 for the initial term, which represents a 25.84% increase due to unit prices, additional maintenance, and warranty price increases.

Department:	Fire
Award to:	Howmedica Osteonics Corp dba Stryker Sales, LLC (Stryker Medical Division)
City & State:	Portage, MI
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$257,283.33
Initial Term Estimated Award:	\$771,850.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$771,850.00
Account(s):	322-1000-22090-580090-P2214 Stretchers 322-1000-22090-532080-P2214 Maintenance
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -(7) a procurement of items that are available from only one source - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Howmedica Osteonics Corp dba Stryker Sales, LLC (Stryker Medical Division) under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Fire Chief Brian Silva commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

-
54. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and unanimously carried to **AWARD** 2025-0170 Vehicle Offsite Fueling to Emprex Proximity, LLC dba Southwest Convenience Stores, LLC for an initial term of three (3) years, for an estimated amount of \$2,910,000.00. The award also includes a two (2) year option for an estimated amount of \$1,940,000.00, for a total estimated award amount of \$4,850,000.00. This contract will allow for the fueling of the City fleet at offsite locations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$315,000 for the initial term, representing a 12.14% price adjustment to ensure adequate capacity to meet service demand and to account for anticipated price fluctuations.

Department:	Streets and Maintenance
Award to:	Emprex Proximity, LLC dba Southwest Convenience Stores, LLC
City & State:	Brentwood, TN
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$970,000.00
Initial Term Estimated Award:	\$2,910,000.00
Option Term Estimated Award:	\$1,940,000.00
Total Estimated Award:	\$4,850,000.00
Account(s):	532-3600-37020-531240-P3701
Funding Source(s):	Supply Support Fund
District(s):	All

This was a Low Bid Procurement - discount fee per gallon.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Emprex Proximity, LLC dba Southwest Convenience Stores, LLC, the sole lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

REGULAR AGENDA – OTHER BUSINESS:

55. ITEMS 42 AND 55 WERE DISCUSSED TOGETHER

A RESOLUTION authorizing the defeasance and redemption of certain outstanding obligations of the City; approving and authorizing the execution of an escrow agreement for the deposit of funds in an amount sufficient to defease and redeem such obligations; resolving other matters incident and related thereto; and providing an effective date.

WHEREAS, pursuant to ordinances passed and adopted by the City Council (the "City Council") of the City of El Paso, Texas (the "City"), the City has heretofore issued and there are currently outstanding certain obligations more particularly described as follows:

1. "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2019," dated January 15, 2019 (the "Series 2019 Certificates");
2. "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2020," dated January 15, 2020 (the "Series 2020 Certificates");

3. "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021A," dated May 15, 2021 (the "Series 2021A Certificates"); and
4. "City of El Paso, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2021C," dated December 1, 2021 (the "Series 2021C Certificates" and, together with the Series 2019 Certificates, Series 2020 Certificates, and Series 2021A Certificates, the "Obligations"); and

WHEREAS, each of the Obligations are subject to redemption prior to their maturity, at the option of the City; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City is authorized and empowered to deposit funds and/or securities directly with the place of payment for the Obligations, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, when made in accordance with Chapter 1207, shall constitute the making of firm banking and financial arrangements for the discharge and full payment of the Obligations; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City and its residents to defease and redeem the Defeased Obligations (as hereinafter defined) as herein provided in order to reduce the City's aggregate debt service requirements on such Defeased Obligations;

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

SECTION 1: The (1) Series 2019 Certificates maturing on August 15 in each of the years 2029 and 2030, in the aggregate principal amount of \$3,125,000, (2) Series 2020 Certificates maturing on August 15, 2030, in the aggregate principal amount of \$1,890,000, (3) Series 2021A Certificates maturing on August 15 in each of the years 2031 and 2032, in the aggregate principal amount of \$4,160,000, and (4) Series 2021C Certificates maturing on August 15, 2031, in the aggregate principal amount of \$2,530,000 (the "Defeased Obligations"), shall be defeased to the respective redemption dates set forth in Section 5 hereof (each such date, a "Redemption Date").

The City Council hereby authorizes and directs the Mayor or Mayor Pro Tern, City Manager, or Chief Financial Officer (each, an "Authorized Official") to transfer lawfully available funds of the City to the Escrow Agent (as hereinafter defined) in an amount sufficient (when combined with investment earnings on such initial deposit) to pay (i) all interest due and owing on the Defeased Obligations from the time of such deposit through their respective Redemption Date, (ii) the principal amount of the Defeased Obligations due and owing on their respective Redemption Date, and (iii) the associated costs and expenses of such defeasance and redemption. Upon the making of such deposit, the Defeased Obligations will be defeased and, as a result, discharged and no longer considered outstanding obligations of the City in accordance with applicable Texas law.

SECTION 2: Each Authorized Official is hereby authorized to enter into an escrow agreement (the "Escrow Agreement") with Computershare Trust Company, N.A., the paying agent/registrar for the Obligations, or such other entity as determined by such Authorized Official (the "Escrow Agent"), for the final payment and discharge of the Defeased Obligations on their respective Redemption Date, in a form acceptable to the Authorized Official, for and on behalf of the City and as the act and deed of the City Council of the City; and the Escrow

Agreement as executed by an Authorized Official shall be deemed the Escrow Agreement approved by the City Council of the City.

SECTION 3: Each Authorized Official and other appropriate officials of the City as directed by such Authorized Officials, in cooperation with the Escrow Agent, are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent for deposit to the credit of the "CITY OF EL PASO, TEXAS, DEFEASANCE 2025 ESCROW FUND" (referred to herein as the "Escrow Fund") or such other designation as provided for in the Escrow Agreement; all as contemplated and provided in Chapter 1207, this Resolution, and the Escrow Agreement.

SECTION 4: The City Council further hereby authorizes each Authorized Official to select a firm of independent certified public accountants (the "Verification Agent") to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Obligations.

SECTION 5: The Defeased Obligations shall be called for redemption on (1) August 15, 2028, with respect to the Series 2019 Certificates, (2) August 15, 2029, with respect to the Series 2020 Certificates, and (3) August 15, 2030, with respect to the Series 2021A and Series 2021C Certificates, at the price of par and accrued interest to each respective Redemption Date. The City Clerk or any Authorized Official is hereby authorized and directed to file a copy of this Resolution, together with the suggested forms of notice of redemption to be sent to Obligation holders, with Computershare Trust Company, N.A., or its successors or assigns (the "Paying Agent/Registrar"), in accordance with the redemption provisions applicable to such Defeased Obligations; such suggested forms of notice of redemption being attached hereto as **Exhibits A, B, C, and D**** and incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 6: Each Authorized Official is authorized to provide certifications or other evidence of adoption of this Resolution and to do any and all things necessary or convenient to effect the defeasance and redemption described herein and otherwise give effect to the intent and purpose hereof, including the execution of the Escrow Agreement.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 8: Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the City Council hereby delegates to each Authorized Official the authority to independently select the counterparty to any agreement with the Paying Agent/Registrar, the Escrow Agent, the Verification Agent or any other contract that is determined by such Authorized Official, the City's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code (collectively, the "Ancillary Contracts"); and, as necessary, to execute the Ancillary Contracts on behalf and as the act and deed of the City Council. The City Council has not participated in the selection of any of the business entities which are counterparties to the Ancillary Contracts.

SECTION 9: If any provision of this Resolution or the application thereof to any person or circumstance shall be held invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City

Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 10: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 11: This Resolution shall be in force and effect from and after its passage on the date shown below.

APPROVED AND ADOPTED, this 24th day of June, 2025.

**Exhibits available at the City Clerk's Office.

Mr. Robert Cortinas, Chief Financial Officer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Acevedo, Maldonado-Rocha, Niño, and Canales commented.

Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
ITEMS 56 THROUGH 58 WERE TAKEN TOGETHER

56. ITEM: Discussion and action to accept the results of the Accounts Receivable – Hotel Occupancy Tax Review P2025-01.

57. ITEM: Discussion and action to accept the results of the El Paso International Airport -Accounts Payable Audit A2025-02.

58. ITEM: Discussion and action to accept the results of the Division of Military Affairs - Travel and Accounts Payable Follow-Up Audit Report A2025-03.

Mayor Johnson and Representatives Chávez, Acevedo, Fierro, and Canales commented.

Mr. Edmundo Calderon, Chief Internal Auditor, commented.

Motion made by Representative Acevedo, seconded by Representative Maldonado-Rocha, and unanimously carried to **ACCEPT** the results of the audits.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
59. ITEM: Discussion and action to request that the City Council approves a deductive change order in the amount of \$453,371.60 to ZTEX Construction, Inc., for Contract No. 2024-0472 Traffic Signals Improvements. The original contract amount was \$2,557,478.40. The new contract amount is \$2,104,106.80. There is no change in contract time resulting from this

change order. The City Manager, or designee, is authorized to execute any documents necessary to carry out this deductive change order.

Mr. Gilbert Guerrero, Capital Improvement, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Fierro, and Canales commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Yvette Hernandez, Deputy City Manager

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and carried to **POSTPONE** the item for **FOUR WEEKS**.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Fierro, and Limón
NAYS: Representatives Niño and Canales

60.

RESOLUTION

WHEREAS, on January 21, 2025, a rooftop cooling unit ("RTU") over the East Administration ("East Admin") portion of the Airport experienced a coil failure; and

WHEREAS, as a result of the RTU coil failure a significant water leak occurred which discharged approximately 1,000 gallons of water into the Airport Accounting ("Accounting") section; and

WHEREAS, the flooding caused by the water discharge spread throughout the East Admin area into both the Operations and Security and Human Resources sections, as well as the areas of the Airport Terminal below East Admin; and

WHEREAS, extensive water damage was caused by the flooding and immediate action was required to prevent further damage and mitigate the damage to East Admin and the areas below; and

WHEREAS, Servpro of West El Paso, Servpro of Southeast Butterfield, El Paso ("ServPro") was already present on the Airport providing services to an Airport tenant and was therefore immediately able to respond to aid in minimizing the further spread of damage and addressing the existing damage; and

WHEREAS, ServPro performed water extraction and drying of the flooded areas, inspection and evaluation of the safety of the electrical and HVAC systems in the flooded areas, and inspection and repairs to the ceilings, flooring, and walls of the flooded areas; and

WHEREAS, the services performed by ServPro included both mitigation and restoration of the damaged areas totaling \$192,908.18, with a cost of \$27,233.49 for mitigation and a cost of \$165,675.29 for restoration; and

WHEREAS, the restoration services were deemed necessary by the Airport as Accounting is routinely accessed by the public and the tenants of the Airport to make payments to the Airport; and

WHEREAS, the application of Sec. 252.022(a) of the Local Government Code regarding the procurement of services on an emergency basis was used to request the initial payment for the services of ServPro; and

WHEREAS, the restoration services of \$165,675.29 have already been performed simultaneously with the mitigation services due to the need for the public to access Accounting; and

WHEREAS, the parties now desire that City Council ratify the payment for the restoration services for a total amount of up to \$171,747.55.

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

That the City Council ratifies the payment to Servpro of West El Paso, Servpro of Southeast Butterfield, El Paso for the performance of restoration services for a total amount of up to \$171,747.55 to mitigate the water damage to the Airport East Administration section of the Airport Terminal.

Mayor Johnson and Representatives Acevedo and Canales commented.

The following City staff members commented:

- Mr. Tony Nevarez, Airport Director
- Ms. Dionne Mack, City Manager

Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
Motion made by Representative Niño, seconded by Representative Maldonado-Rocha, and unanimously carried to **ADJOURN** this meeting at 2:07 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

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

CITY COUNCIL WORK SESSION MINUTES
June 23, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

.....

The City Council met at the above place and date. Meeting was called to order at 9:06 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Art Fierro, and Chris Canales. Late arrivals: Lily Limón at 9:12 virtually, and Ivan Niño at 10:05 a.m..

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AGENDA

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1. Presentation, discussion, and action by Weaver and Tidwell, LLP on City of El Paso's Internal Audit Current State, Maturity, and Needs Assessment.

The following Weaver and Tidwell, LLP associates presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. Brandon Tanous, Partner, Risk Advisory Services
- Ms. Holly Hart, Manager, Risk Advisory Services

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, and Limón commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Karla Nieman, City Attorney

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

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2. Presentation and update on behalf of the Humanitarian Engagement Action Response Team.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Denice Sepulveda, Community Experience Manager
- Police Commander Steven Lopez
- Police Lieutenant Falisha Milner

- Police Officer Alberto Machorro

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Limón, and Canales commented.

The following City staff members commented:

- Ms. Nickole Rodriguez, Community and Human Development Director
- Fire Captain Jesus Aranda

The following members of the public commented:

1. Ms. Lisa Turner
2. Mr. John Martin, Deputy Director at Opportunity Center for the Homeless
3. Ms. Kristi Mitchell, Clinical Social Work Manager, Veterans Affairs

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made, seconded, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION**, at 12:12 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.074 PERSONNEL MATTERS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

Representative Limón not present for Executive Session as she participated virtually.

.....
 Motion made, seconded, and unanimously carried to **ADJOURN** the Executive Session at 3:52 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
EX1. Claim of Khlayel Fareed - Claim-748. (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** the claim of *Khlayel Fareed*, in HighQ Matter No. Claim-748, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Canales

NAYS: None

ABSTAINED: Representative Limón

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EX2. Application of El Paso Electric Company for Its Amendment to its Commission-Approved AMS Deployment Plan - PUC#58209; HQ#UTILITY-68 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed a contribution received from El Paso Electric Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Tempore Chávez, seconded by Maldonado-Rocha, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company for its Amendment to its Commission Approved AMS Deployment Plan*, under the Texas Public Utility Commission, Docket No. 58209, in Matter Number HighQ Utility-68, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Canales

NAYS: None

ABSTAINED: Representative Limón

.....
EX3. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed a contribution received from El Paso Electric Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

NO ACTION was taken on this item.

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EX4. Discussion on economic development opportunities in West El Paso HQ#24-4099 (551.087)

NO ACTION was taken on this item.

EX5. Discussion on economic development opportunities in East El Paso. HQ# 24-3468 (551.087)

NO ACTION was taken on this item.

.....
EX6. Discussion on economic development opportunities in East El Paso. HQ# City Attorney evaluation and legal consultation regarding employment, evaluation process and duties for City Manager, City Attorney and Chief Internal Auditor, as City Council appointed employees. HQ#4883 (551.071) (551.074)24-3468 (551.087)

NO ACTION was taken on this item.

.....
Motion made by Representative Niño, seconded by Representative Canales, and unanimously carried to **ADJOURN** the meeting at 3:55 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-91, 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 #: 25-802, 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 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Debbie Olivas, (915) 212-7337

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Ground Lease between the City of El Paso and Dick Poe Motors, L.P. for the following described property:

A portion of Lots 4, 5 and 6, Block 5, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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 City Manager be authorized to sign a Ground Lease between the City of El Paso and Dick Poe Motors, L.P., for the following described property:

A portion of Lots 4, 5, and 6, Block 5, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas.

APPROVED this ____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

Ground Lease

El Paso International Airport
El Paso, Texas
Lessor

Dick Poe Motors, L.P.
Lessee

Effective Date

**Ground Lease
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ATTACHMENTS

EXHIBIT “A” - Property Description & Metes and Bounds of Premises

EXHIBIT “B” – Declaration of Restrictions and Covenants

EXHIBIT “C” – Allowed Uses and Additional Use Requirements and Restrictions

EXHIBIT “D” – Federal Aviation Administration Required Provisions

GROUND LEASE

THIS GROUND LEASE AGREEMENT ("Lease") is entered into as of _____, 2025 by and between the City of El Paso ("Lessor") and Dick Poe Motors, L.P., a Texas Limited Partnership, ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, this Lease is a regulated lease with respect to GASB 87; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas:

A portion of Lots 4, 5, and 6, Block 5, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso County, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 Right to Construct.

Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained.

1.03 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions described in this Lease including all attachments to this Lease.

1.04 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in this Agreement including all attachments, shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property owned by the El Paso International Airport.

ARTICLE II - TERM OF LEASEHOLD

2.01 Term.

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of five (5) years ("Initial Term"), commencing on the first day of the following month after City Council approval ("Effective Date") ending five (5) years from the Effective Date.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease for three (3) additional terms of five (5) years each by notifying Lessor in writing of Lessee's election at least one hundred twenty (120) days prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.04 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

ARTICLE III – RENT

3.01 Rent.

For the purpose of computing the rent payments (“Rent”), Lessor and Lessee agree that the Premises comprise 0.2047 acres, or 8,916 square feet of land. The initial Rent for the Premises will be calculated on the basis of 8916 square feet at \$0.48 per square foot per annum. The initial annual Rent for the first five (5) years of the Initial Term shall be \$4,279.68 or \$356.64 monthly. The Lessee will pay the Rent in twelve (12) equal monthly installments of \$356.64. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease. The Rent is subject to readjustment of Rent as addressed in Section 3.04 below.

This Lease is a regulated lease with respect to GASB 87.

3.02 Commencement of Rent and Time of Payment.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the first day of the following month after City Council approval. The Rent shall be paid in twelve (12) equal monthly installments. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Intentionally Deleted

3.04 Readjustment of Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent. All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.
- B. Rent shall be adjusted by appraisal on the first of the month following each tenth (10th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee’s Option Period. Every five (5) years, the Rent shall be adjusted to a rate equal to one of the following: eight percent (8%) of the then fair market value of the Premises established by an appraisal if Leased Premises are less than 50 acres; seven percent (7%) of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are greater than or equal to 50 acres but less than 100 acres; six percent (6%) of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are greater than

or equal to 100 acres but less than 125 acres; 5.25% of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are equal to or greater than 125 acres. All adjustments shall disregard the value of any Lessee-owned improvements located on the Premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period with the exception of the adjustment due at the beginning of an Option Period, which adjustment would not be subject to the cap. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made. Fair market value for purposes of this adjustment under this subsection shall be as determined by an appraisal as provided in subsection C below.

- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, disregarding the value of any Lessee-owned improvements located on the Parcel. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals

beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.05 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.06 Place of Payment.

All rent payments provided herein shall be paid to Lessor at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Landlord.

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder. In addition, this Lease is subject to the encumbrances of record running with the land. Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

ARTICLE V – OBLIGATIONS AND RIGHTS OF LESSEE

5.01 Net Lease.

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", "Where Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Design, Construction, Operation, Maintenance, and Removal.

Lessee, at Lessee's expense, agrees that it will design, construct, operate, maintain, and remove improvements on the Premises in accordance with this Lease including all Attachments to this Lease and in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Lessee agrees, if required, it will remove all improvements, in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other 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, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and**

expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.

- (4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
 - (5) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
 - C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises. Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.
 - D. Reporting.
 - (1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
 - (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Development Deadlines.

Lessee will complete development of the Leased Premises by the deadlines provided in Exhibit "C"- Additional Use Requirements. Failure by the Lessee to complete development by the established deadlines is a material breach of this Lease and the Lessor may terminate this Lease in whole or in part as it pertains to the undeveloped parcels by sending written notification to the Lessee after the expiration of the deadlines described in the attachments. The notice sent by the Lessor to the Lessee for termination is sufficient evidence to the termination of this Lease and no other signed documents by the Lessee are required. Lessee will remain responsible for removing all improvements from the Lease Premises as provided in this Lease.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements or any plans, specifications and working drawings for Lessee's removal of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

Lessee shall landscape the Premises and keep the improvements on the Premises and sidewalks and parkways directly abutting the Leased Premises in a good state of repair and condition and in a presentable condition. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a good condition. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

5.09 Permitted Uses.

Lessee will not enter into any business activity on the Premises other than those permitted in the Lease. Lessee will not use the Leased Premises for any uses not specifically listed in Exhibit “C” - Allowed Uses and Additional Use Requirements and Restrictions.

Notwithstanding anything to the contrary, Lessee shall not install or allow any fuel storage tanks on the Premises.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Due Diligence.

The Lessee may conduct due diligence on the property for 90 calendar days starting on the Effective Date of this Lease (the “Due Diligence Period”). The Lessee may terminate the Lease during the Due Diligence Period for any of the following reasons: { . . . }. If the Lessee elects to terminate the Lease during the Due Diligence Period, then the Lessee will send written notification to the Landlord. The Lease will be considered terminated as of the date of the receipt of the termination notice and there will be no need for any other action. The Lessor may file any documents in in the Official Records of El Paso County to evidence the termination of the Lease. Unless otherwise provided in this Lease, the Lessee may not terminate the Lease following the expiration of the Due Diligence Period. No refund of payments will be made if the rent payments commenced on the Effective Date of the Lease and Lessee terminates during the Due Diligence Period.

5.12 Pre-Construction Requirements.

Lessee will not commence development on the Leased Premises until Lessee has provided Lessor the following items and Lessor has approved the sufficiency of each of the following in the Lessor’s discretion:

- a. Copy of a financing commitment letter from lender (if lessee will be obtaining a loan to pay for construction of improvements on Leased Premises)
- b. Written certification from Tenant that the financing commitment is in full force and effect (if lessee will be obtaining a loan to pay for construction of improvements on Leased Premises)
- c. Letter or document from Lessee’s banking institution showing proof of available funds for construction
- d. Proof of required insurance coverages as provided in this Lease
- e. Conceptual plans for development
- f. Payment and performance bonds as required under this Lease
- g. Commitment letter from flag or brand for franchise operations

Failure by Lessee to provide each of these items to Lessor prior to the start of construction constitutes a material breach of this Lease.

ARTICLE VI -
INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance, including automobile liability, in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

Three Million Dollars (\$3,000,000.00) for Comprehensive Pollution Damage arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies required under this Lease, except workers compensation, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Property/Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs

of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of all necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction project.

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i)

pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.06 Workers Compensation / Employer's Liability Insurance.

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

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City of El Paso, 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."

6.07 Builder's Risk.

During the construction of any improvements, the Lessee will obtain builder's risk insurance.

Builder's risk insurance (fire and extended coverage). This insurance shall be required for this building project. Until the project is completed and accepted in accordance with all the terms and conditions of this Contract, Contractor is required to maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of Owner, Contractor, and subcontractor(s), as their interests may appear. This provision shall not release Contractor from his obligation to complete, according to plans and specifications, the project covered by this Contract, and Contractor and his Surety shall be obligated to full performance of Contractor's undertaking.

6.08 Comprehensive Pollution Liability and Storage Tank Liability Insurance.

For the duration of this Lease, the Lessee will obtain Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property. In addition, the Lessee will obtain Storage Tank Liability Insurance in amounts not less than \$1,000,000 to cover bodily injury and property damage from pollution conditions emanating from above ground and below ground storage tanks. The Storage Tank Liability Insurance must also provide coverage for corrective action and cleanup as required by applicable federal and state laws and regulations.

6.09 Contractors, Subcontractors, Operators.

Lessee will require all contractors, subcontractors, and operators to have general comprehensive general liability, builder's risk insurance, environmental liability insurance, and workers compensation insurance as provided in this Lease and to add the Lessor as additional insured as provided in this Lease. Lessor may waive in writing any insurance requirements provided in this Section.

6.10 INDEMNIFICATION.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON RECEIPT OF WRITTEN NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately

prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, builder's risk insurance.
- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last five (5) years of the initial term or last five (5) years of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. “Taking” means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. “Total Taking” means the taking of the fee title to all of the Premises and improvements thereon.
- C. “Substantial Taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.

- D. “Partial Taking” means the taking of a fee title that is not either a Total or Substantial Taking.
- E. “Improvements” includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. “Notice of Intended Taking” means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- G. “Award” means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. “Date of Taking” means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee

does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements but subject to the Lease.

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Lessee shall receive, hold and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term “Mortgage” includes a deed of trust and the term “Mortgagee” includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall

not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.

- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE X - EXPIRATION, CANCELLATION/TERMINATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

This Lease shall expire at the end of the term or any extension thereof.

10.02 Cancellation.

Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

This Lease may also be terminated by the parties as otherwise specified in this Lease.

10.03 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Landlord any subleases of the Premises, or any improvements thereon and, upon request of Landlord, Lessee shall furnish Landlord with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees, the sublessees contact information, the activities performed by sublessee on the Leased Premises, and shall provide to Landlord updated information whenever said sublessees information changes.

10.06 Intentionally Deleted.

10.07 Rights Upon Expiration or Termination/Cancellation.

At the expiration or termination/cancellation of this Lease, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) days prior to the expiration of this Lease (or within 30 calendar days following termination/cancellation of this Lease) and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus

with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) days after the complete removal of improvements, Lessee, shall provide Lessor with an engineering report on the compaction of the Premises and the Lessee's Report as identified in Paragraph 5.03D of this Lease and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee's Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee's Report and any required remediation of the Premises shall be subject to the rent due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

If Lessee's use of the property included any aboveground or below ground storage tanks, Lessee will provide confirmation from TCEQ an any other applicable agencies, that Lessee has complied with all requirements for the removal of such storage tanks.

Lessee agrees that the title to all improvements made by the Lessee to the Leased Premises, now or hereafter located on the Leased Premises, shall be vested in Lessee until either the termination, cancellation, or expiration of this Lease, at which time all title to and ownership of the improvements made by the Lessee to the Leased Premises shall automatically and immediately vest (without the necessity of any further action being taken by Lessee or Lessor or any instrument being executed and delivered by Lessee to Lessor) in Lessor, and Lessee shall have no rights

pertaining to such improvements. Notwithstanding anything to the contrary, nothing in this paragraph relieves the Lessee from any duties under this Lease, including but not limited to the removal of the improvements and the restoration of the Leased Premises.

10.08 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at a public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

11.03 Time Is of the Essence.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
LESSEE:	Dick Poe Motors, L.P. Attn: Karen G. Castor, Vice President 6501 Montana Avenue, El Paso, Texas 79925	

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover costs including reasonable attorney's fees and reasonable paralegal fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

11.07 General Civil Rights Provision.

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting

from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11.08 Compliance with Nondiscrimination Requirements.

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit “D”, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the

benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities.

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

11.13 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

11.14 Paragraph Headings.

The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.15 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a

provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.16 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.10.

11.20 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises and improvements on the Premises for all legal

purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with this Lease and all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. All subtenants of Lessee will be subject to this Lessor's right to enter the Premises and improvements on the Premises. The Lessee will include in all subleases the right of the Lessor to enter the Premises and improvements on the Premises to inspect such for compliance with this Lease.

11.21 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.22 Authorization to Enter Lease.

If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

11.23 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date provided in Section 2.01. Subsequent to the full execution and delivery of this Lease, Lessor and Lessee may, upon request by Lessee, execute and acknowledge a memorandum of this Lease in a form and substance reasonably acceptable to Lessor and Lessee. Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

11.24 Attachments.

The following attachments are incorporated into this Lease. For purposes of this Agreement, the term Lease includes all attachments.

EXHIBIT "A" - Property Description & Metes and Bounds of Premises

EXHIBIT "B" – Declaration of Restrictions and Covenants

EXHIBIT "C" – Allowed Uses and Additional Use Requirements and Restrictions

EXHIBIT "D" – Federal Aviation Administration Required Provisions

11.25 Complete Agreement.

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this

agreement confers not rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this agreement.

(Signatures begin on following page)

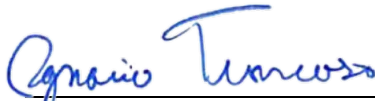
LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2025.

LESSOR: CITY OF EL PASO

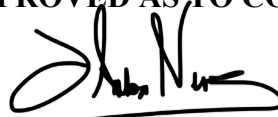
Dionne Mack
City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

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.

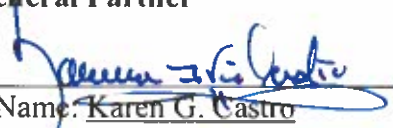
Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

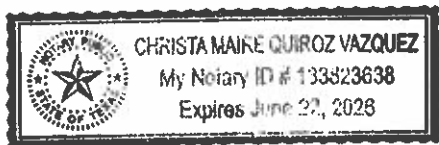
**LESSEE: Dick Poe Motors, L.P.
By Poe Management, Inc.
Its General Partner**

By: 
Print Name: Karen G. Castro
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 4 day of FEBRUARY, 2025, by KAREN G. CASTRO, its VICE PRESIDENT of DICK POE MOTORS L.P. (Lessee).




Notary Public, State of TEXAS

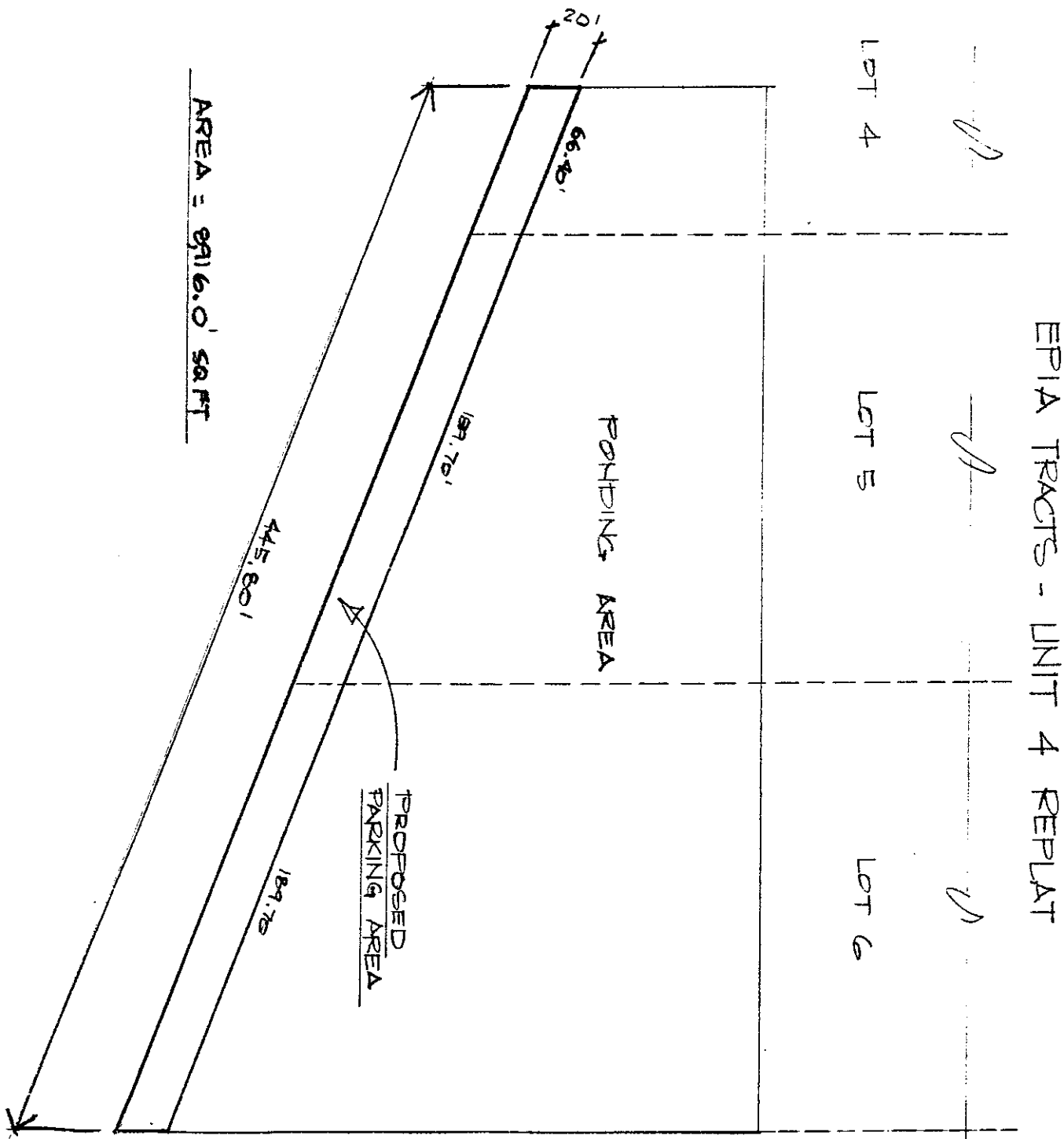
My Commission Expires:
JUNE 22, 2026

Kaf

Exhibit "A"
Property Description & Metes and Bounds of Premises



EXHIBIT
A



EXHIBIT

A

CITY OF EL PASO
ENGINEERING DEPARTMENT
AIRPORT

PROPOSED PARKING AREA
EPIA TRACTS - UNIT 4 REPLAT
LOTS 4, 5, & 6

POE MOTOR CO., LESSEE

DESIGNED BY: _____ APPROVED BY: _____
DRAWN BY: R.A. SCALE: 1" = 60.0'
CHECKED BY: _____ DATE: 24 MAR 95

Exhibit “B”
Declaration of Restrictions and Covenants

DECLARATION OF RESTRICTIONS AND COVENANTS
INDUSTRIAL ZONES

**Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, and 18**

El Paso International Airport
El Paso, Texas

DECLARATION OF RESTRICTIONS AND COVENANTS
INDUSTRIAL ZONES
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DECLARATION OF RESTRICTIONS AND COVENANTS
INDUSTRIAL ZON

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DECLARATION OF RESTRICTIONS AND COVENANTS
INDUSTRIAL ZONES

Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, and 18
El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this ____ day of _____, 19__,
by the City of El Paso, a political subdivision of the State of
Texas, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas,
hereinafter referred to as the "Airport", and,

WHEREAS, Declarant has established a general overall
Development Plan for the development of said Airport and has
included in said overall Development Plan certain property for the
establishment of a desirable industrial environment for certain
manufacturing, business, or industrial uses, and,

WHEREAS, Delcarant desires to subject the development of said
property to certain conditions, restrictions, and covenants in
order to ensure the development of a desirable environment for said
activities, and to ensure that said development will be compatible
with adjacent land uses on the Airport by performance, appearance,
and general operating characteristics.

NOW, THEREFORE, Declarant hereby declares that the property
more particularly described hereinafter is and shall be held and
conveyed subject to the conditions, restrictions and covenants
hereinafter set forth, each and all of which are for the benefit of
each Tenant of any portion of said property and each and all of

which shall inure to and pass with each and every Lot on said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on the El Paso International Airport, and is more particularly described as follows: El Paso International Airport Tracts, Blocks 1-A, 1-B, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 AIRPORT BOARD: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 DIRECTOR OF AVIATION: The Director of Aviation of El Paso International Airport.

2.03 BUILDING: The main portion of any building located on a Lot and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 BUILDING COVERAGE: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the

total site area.

2.05 BUILDING SITE: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 CITY: The City of El Paso, Texas, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 DECLARANT: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 FRONT LOT LINE: The property line that faces a Street. On corner Lots or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.10 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavations, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.11 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Industrial Zones as specifically provided herein.

2.12 LOT: One of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County

Clerk, County of El Paso, Texas.

2.13 REAR LOT LINE: The property line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.14 SETBACK: The distance a Building must be set back from the property line of a Lot.

2.15 STREET: Any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.

2.16 TENANT: Any person, firm, or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. Block 3:

1. Administrative, professional, or government offices.
2. Scientific or research laboratories, including incidental pilot plants in connection therewith.

B. Block 1-A; Block 1-B; Block 1-C, Lots 1, 2, 3, and 3A; Block 2-A; Block 2-B; Block 2-C, Lots 1 through 10; and Block 5, Lots 1 through 10:

1. Administrative, professional, or government offices.
2. Scientific or research laboratories, including incidental pilot plants in connection therewith.
3. Wholesaling.
4. Warehousing.
5. Distribution of products and merchandise, but excluding retail sales of consumer goods such as are usually sold to the general public.
6. Processing and compounding of materials.
7. Fabricating and assembling of products.
8. Servicing, maintenance, and storage for car/truck rental and leasing fleet.
9. Accessory uses directly related to the principal use on the Building Site, including but not limited to:
 - a. Facilities for furnishing meals and selling refreshments and personal convenience items solely to employees of the Tenants of a Lot and the guests and management thereof; provided that such facilities shall be located completely within a Building on said Building Site, with no external evidence thereof, including any signs relating thereto.
 - b. Motor Pools, including service station facilities used for services of on-premises motor pools, but excluding public sales or service.
 - c. Business signs for identification in accordance with provisions of Article 4, Paragraph 4.04.
 - d. Outdoor storage facilities as an auxiliary or accessory use when screened from abutting public thoroughfares and other properties by masonry so erected as to screen completely stored materials and vehicles from view at any point at the property line.

C. Block 2-C, Lots 6 through 9; Blocks 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16:

1. All uses permitted in Paragraphs 3.01(A) and (B) of this Article.

2. Certain commercial uses which will perform a necessary and desirable service for all tenants in the Light Industrial Zone of the Airport, including but not limited to:

a. Banking institutions;

b. Engineering, reproduction, and art supply firms;

c. Reproduction facilities; and any other use which, in the judgment of the City, will contribute to the effective operation of all industrial tenants, their employees, and invitees. Such uses shall be governed by all performance, architectural, and building standards as herein set forth, and shall in all ways be compatible with the intent of the plans for development of land uses on the Airport.

D. Block 1-C, Lot 4:

1. Hotels, including restaurants and gift shops incidental to the primary use.

2. All uses permitted in Paragraph 3.01(A) of this Article.

E. Block 18: Automobile parking for the public and Airport employees.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential; fast food and takeout restaurants; retail commercial except as otherwise specified; trailer courts; labor camps; junkyards; mining and quarrying; lumber or building materials yards; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals,

or refuse; fat rendering; stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; and large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility. Plans and specifications must be submitted to the Declarant by way of the Director of Aviation over the signature of the Tenant or the Tenant's authorized representative. The Declarant or its authorized agent shall then have thirty (30) working days from receipt of the plans and specifications to approve or disapprove them. If, after thirty (30) working days, the Declarant or its authorized agent has not approved or disapproved said plans, it shall be conclusively presumed that the Declarant has disapproved said use.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

- Hazardous activities
- Vibration or shock
- Noise
- Smoke, dust, odor, or other forms of air pollution
- Heat or glare
- Electronic or radio interference
- Illumination
- Liquid or solid refuse or waste
- Other substance, condition, or element in such amount
as to affect the surrounding area or adjoining
premises

A. Hazardous Activities: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. Vibration or Shock: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. Noise. No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted within a completely enclosed building.

2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term

of such lease.

3. The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.

2. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb

level.

3. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.

4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES. No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setbacks: Setbacks from Front Lot Lines shall be a minimum of twenty-five (25) feet from the Street; the area between the Street(s) and the Front Setback Line shall be

landscaped. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If the Tenant's Lot or Lots front on more than one Street, the front Setbacks shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted. If no parking area is provided in the front Setback area(s), the entire front Setback area(s) shall be landscaped.

B. Side Setbacks: Side Setbacks shall be a minimum of twenty (20) feet, and up to a maximum of fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of the Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setbacks: Rear Setbacks shall be twenty (20) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant or Subtenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot or other part of said Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03

and any amendments or successor standards thereto, including standards used by the Airport Architectural Review Committee. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days from the date the certificate of occupancy has been filed, with a copy sent to the Airport Manager, on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program. This limitation may be waived by Declarant or its authorized representative upon submittal of detailed landscape plans indicating a greater coverage by desert planting.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval by the Declarant or its authorized agent prior to installation.

Where specific plants are named on the plan, only those species and varieties may be planted on the locations shown. These

are within public areas only.

Within setback areas fronting on streets where "Fine Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Albizzia julibrissin
Cupressus arizonica
Juniperus scopulorum
Pinus halepensis
Elaeagnus angustifolia

Chilopsis linearis
Prosopis glandulosa
Parkinsonia aculeata
Punica granatum
Juniperus chinensis
Thuja orientalis
Gleditsia triacanthos inermis
Pinus pinea
Cupressus sempervirens glauca
Pinus nigra

LOW PLANTING:

Cotoneaster adpressa
Cotoneaster horizontalis
Juniperus varieties
Lavandula officinalis
Punica chico
Santolina chamaecyparissus
Yucca filamentosa
Gelsemium sempervirens
Liriope sp.
Rosmarinus prostrate varieties

SHRUBS:

Cortaderia selloana
Juniperus varieties
Thuja varieties
Caesalpinia quilliesi
Cotoneaster pannosa
and p. nana
Pouquieria splendens
Leucophyllum frutescens
Spartium junceum
Tamarix sp.
Ruxus japonica
Dasylirion texanum
Punica granatum nana
Rosmarinus officinalis

VINES:

Gelsemium

Within setback areas fronting on streets where "Medium Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Praxinus velutina
Lagerstroemia indica
Ulmus parvifolia
Carya illinoensis

SHRUBS:

Ligustrum sp.
Vitex sp.
Sambucus glauca
Hibiscus syriacus

Ulmus pumila
Malus in variety
Prunus cerasifera varieties
Prunus persica
Zizyphus jujuba
Melia azedarach
Koelreuteria paniculata

LOW PLANTING:

Chaenomeles japonica
Convolvulus cneorum
Plumbago capensis
Salvia coccinea
Euonymus fortunei
Lonicera sp.
Teucrium chamaedrys
Vinca major
Ajuga reptans

Lonicera sp.
Rosa multiflora and others
Xylosma japonica
Chaenomeles lagenaria
Cotoneaster parneyi
Elaeagnus fruitlandi
Euonymus japonicus
Forsythia intermedia
Jasminum hymile
Nandina domestica
Pyracantha in variety
Raphiolepis sp.
Spiraea van houttei
Abelia grandiflora
Jasminum floridum
Jasminum nudiflorum
Robinia hispida
Ternstroemia japonica

VINES:

Campsis radicans
Lonicera
Parthenocissus lowi
Rosa varieties
Trachelospermum asiaticum
Wisteria sp.
Polygonum auberti

Within setback areas fronting on streets where "Course Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Morus sibirica
Maclura pomifera
Photinia serrulata
Ailanthus altissima
Magnolia grandiflora
Phoenix canariensis
Washingtonia robusta
Ficus carica

LOW PLANTING:

Hedera helix

SHRUBS:

Buddleia in variety
Eriobotrya japonica
Nerium oleander
Philadelphus virginialis
Pittosporum tobira
Viburnum sp.
Aucuba japonica in variety
Hex cornuta rotunda

VINES:

Parthenocissus quinquefolia
Parthenocissus tricuspidata

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Director of Aviation after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments or successor standards thereto as may be adopted by the Airport Architectural Review Committee.

4.05 PARKING AREAS: Adequate off street parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREA: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar

nuisances.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely screening such areas from view of adjoining Lots and/or public Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas except the side setback area; on street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots and/or public Streets.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of thirty-five (35) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE:

A. Block 3: All Buildings and structures, or portions thereof, placed on the Lot(s) shall not cover more than forty percent (40%) of a Building Site.

B. Block 1-A, Block 1-B; Block 1-C; Block 2-A; Block 2-B; Block 2-C; Blocks 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16: All Buildings and structures, or portions thereof, placed on the

Lot(s) shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. General: Any Building, Improvement, or structure on a Lot shall conform to the following general conditions of construction practice.

B. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

C. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA or any successor agencies, where applicable.

D. Final Approval by Declarant: Final approval of the compatibility of any Improvement with the overall architectural character of the Industrial Zones shall remain with the Declarant. Construction shall not commence before the Declarant or its authorized agent has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. Building Materials: All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Approved siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval by the Director of Aviation based upon the favorable recommendation of the Airport Architectural

review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building.

C. Accessory Buildings, Enclosures, and Fences: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.

E. Approval by Director of Aviation: The type of building construction proposed shall be subject to the written approval of the Director of Aviation or authorized agent of Declarant and the decision of Director of Aviation shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipe, gas pipe, sewer pipe, or drainage

pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the Declarant within the time schedule determined:

A. Topographic, Grading, Drainage, Utility, and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.

2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plans: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping, in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials and/or paint or other coating colors to be used on the exterior of all Improvements that are visible from any point on any Lot line. The Declarant reserves the right to approve all said materials and/or colors and further reserves the right to suggest alternative materials and/or colors that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

5.02 FORM AND CONTENT OF PLANS: The Declarant or its authorized agent may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the

Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA or any successor agencies, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in writing to the Director of Aviation, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Director of Aviation, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Director of Aviation based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping and review of the

as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule

established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or its authorized agent grants written extension of such approval.

After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions of that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or its authorized agent in writing. The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for

alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or its authorized agent, such erections, alterations, and

maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that this Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All the expenses incurred in this action shall be payable by the Tenant or subtenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent

in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant or its authorized agent, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single

industrial activity for single Tenant, and (3) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS. Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each tenant.

IN WITNESS WHEREOF, THE CITY OF EL PASO, The Declarant, has caused its name to be hereunto subscribed this _____ day of _____, 19 ____.

ATTEST:

CITY OF EL PASO:

City Clerk

Mayor

APPROVED AS TO CONTENT:

Director of Aviation

APPROVED AS TO FORM:

First Assistant City Attorney

MASTERS:DR&CISL
12/29/94

Exhibit "C"
Allowed Uses and Additional Use Requirements and Restrictions

1. Allowed Uses. Lessee will only use the Leased Premises for the following uses:
_____.
2. Additional Insurance Requirements. Lessee will obtain the following insurance policies in addition to the policies required under the Lease:
_____.
3. Additional Requirements. Lessee will comply with the following requirements in addition to the requirements under the Lease: _____.

Exhibit “D”
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.
2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on

the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).



Dick Poe Motors, L.P. Ground Lease

Tony Nevarez, Aviation Director

Background & Highlights

- Current lease for 8,916 SF of parking area expired on July 31, 2024
- Holdover (month-to-month tenancy) began August 1, 2024
- New lease has an initial term of five (5) years plus three (3) five (5) year options to extend
 - Lease is set to expire at midnight on July 31, 2030
- Minimum revenue to be generated on the initial term is \$21,398.40 plus \$42,796.80 on the option periods for a total of \$64,195.20
 - \$4,279.68 annually or \$356.64 monthly

Requested Action

That the City Manager be authorized to sign a Ground Lease between the City of El Paso and Dick Poe Motors, L.P., for the following described property:

A portion of Lots 4, 5, and 6, Block 5, El Paso International Airport Tracts, Replat of Unit 4, City of El Paso, El Paso County, Texas

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 25-803, 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 3

Airport, Tony Nevarez, (915) 212 -7301

Airport, Debbie Olivas, (915) 212- 7337

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign a Boeing Business District Ground Lease between the City of El Paso and Hospice of El Paso, Inc., for the following described property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, municipally known and numbered as 8515 Lockheed Drive, El Paso, Texas.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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 City Manager be authorized to sign a Boeing Business District Ground Lease between the City of El Paso and Hospice of El Paso, Inc., for the following described property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, municipally known and numbered as 8515 Lockheed Dr., El Paso, Texas.

APPROVED this ____ day of _____, 2025.

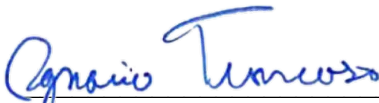
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Trancoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

**Boeing Business District
Ground Lease**

El Paso International Airport
El Paso, Texas
Lessor

Hospice of El Paso, Inc
Lessee

Effective Date

Boeing Business District Ground Lease

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EXHIBIT “B” – Declaration of Restrictions and Covenants

EXHIBIT “C” – Allowed Uses and Additional Use Requirements and Restrictions

EXHIBIT “D” – Federal Aviation Administration Required Provisions

BOEING BUSINESS DISTRICT GROUND LEASE

THIS BOEING BUSINESS DISTRICT GROUND LEASE AGREEMENT ("Lease") is entered on the _____ day of _____, 2025, by and between the City of El Paso ("Lessor") and Hospice of El Paso, Inc., a Texas Nonprofit Corporation, ("Lessee").

WHEREAS, the Original Lease will terminate on the same day this Lease is approved by City Council, whereupon all Lessee's obligations with regard to the Original Lease will terminate.

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, this Lease is a regulated lease with respect to GASB 87; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor.

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described real property located in El Paso County, Texas:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, and municipally known and numbered as 8515 Lockheed Dr., El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 Right to Construct.

Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained.

1.03 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions described in this Lease including all attachments to this Lease.

1.04 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in this Agreement including all attachments, shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property owned by the El Paso International Airport.

ARTICLE II - TERM OF LEASEHOLD

2.01 Term.

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of 20 (years) ("Initial Term"), commencing on the first day of the following month after City Council approval ("Effective Date") and ending twenty (20) years from the Effective Date.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease for 3 additional terms of ten (10) years by notifying the Lessor in writing of Lessee's election at least one hundred twenty (120) days prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Lease on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which

Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.04 National Emergency.

In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of time of such suspension.

ARTICLE III – RENT

3.01 Rent.

For the purpose of computing the rent payments ("Rent"), Lessor and Lessee agree that the Premises comprise 1.628 acres, or 70,939.069 square feet of land. The initial Rent for the Premises will be calculated on the basis of 70,939.069 square feet at \$1.01 per square foot per annum. The initial annual Rent for the first five (5) years of the Initial Term shall be \$71,648.46. The Lessee will pay the Rent in twelve (12) equal monthly installments of \$5,970.71. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease. The rent is subject to readjustment of Rent as addressed in Section 3.04 below.

3.02 Commencement of Rent and Time of Payment.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the first day of the following month after City Council approval of the Lease, or upon the issuance of a certificate of occupancy whichever occurs first. The Rent shall be paid in twelve (12) equal monthly installments. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Intentionally Deleted.

3.04 Readjustment of Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective on the first (1st) day of the following month of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. Rent shall be adjusted by appraisal on the first of the month following each tenth (10th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Every 10 years, the Rent shall be adjusted to a rate equal to one of the following: eight percent (8%) of the then fair market value of the Premises established by an appraisal if Leased Premises are less than 50 acres; seven percent (7%) of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are greater than or equal to 50 acres but less than 100 acres; six percent (6%) of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are greater than or equal to 100 acres but less than 125 acres; 5.25% of the then fair market value of the Leased Premises established by an appraisal if the Leased Premises are equal to or greater than 125 acres. All adjustments shall disregard the value of any Lessee-owned improvements located on the Premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period with the exception of the adjustment due at the beginning of an Option Period, which adjustment would not be subject to the cap. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made. Fair market value for purposes of this adjustment under this subsection shall be as determined by an appraisal as provided in subsection C below.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, disregarding the value of any Lessee-owned improvements located on the Parcel. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second

Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a fifteen (15) business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.05 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.06 Place of Payment.

All rent payments provided herein shall be paid to Lessor at the following address:

Accounting Division
El Paso International Airport
P.O. Box 971278
El Paso, Texas 79997-1278

In lieu of payments being mailed to the above address, electronic payments may be made via any electronic payment system acceptable to Landlord.

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder. In addition, this Lease is subject to the encumbrances of record running with the land. Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

ARTICLE V – OBLIGATIONS AND RIGHTS OF LESSEE

5.01 Net Lease.

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", "Where Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Design, Construction, Operation, Maintenance, and Removal.

Lessee, at Lessee's expense, agrees that it will design, construct, operate, maintain, and remove improvements on the Premises in accordance with this Lease including all Attachments to this Lease and in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Lessee agrees, if required, it will remove all improvements, in accordance with all 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 Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by the Americans with Disabilities Act of 1990 and any other 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, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against**

any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the

appropriate governmental authority (the “Government”) under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.

- (4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.

C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises. Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.

D. Reporting.

- (1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises (“Lessee's Report”); and if, in the

opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Development Deadlines.

Lessee will complete development of the Leased Premises by the deadlines provided in Exhibit "C"- Allowed Uses and Additional Use Requirements and Restrictions. Failure by the Lessee to complete development by the established deadlines is a material breach of this Lease and the Lessor may terminate this Lease in whole or in part as it pertains to the undeveloped parcels by sending written notification to the Lessee after the expiration of the deadlines described in the attachments. The notice sent by the Lessor to the Lessee for termination is sufficient evidence to the termination of this Lease and no other signed documents by the Lessee are required. Lessee will remain responsible for removing all improvements from the Lease Premises as provided in this Lease.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements or any plans, specifications and working drawings for Lessee's removal of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

Lessee shall landscape the Premises and keep the improvements on the Premises and sidewalks and parkways directly abutting the Leased Premises in a good state of repair and condition and in a presentable condition. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a good condition. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its use and occupancy of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items, in an unsightly or unsafe manner, on or about the Premises, shall not be permitted.

5.09 Permitted Uses.

Lessee will not enter into any business activity on the Premises other than those permitted in the Lease. Lessee will not use the Leased Premises for any uses not specifically listed in Exhibit "C" - Allowed Uses and Additional Use Requirements and Restrictions.

Notwithstanding anything to the contrary, Lessee shall not install or allow any fuel storage tanks on the Premises.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Intentionally Deleted.

5.12 Pre-Construction Requirements.

Lessee will not commence development on the Leased Premises until Lessee has provided Lessor the following items and Lessor has approved the sufficiency of each of the following in the Lessor's discretion:

- a. Copy of a financing commitment letter from lender (if Lessee will be obtaining a loan to pay for construction of improvements on Leased Premises)
- b. Written certification from Tenant that the financing commitment is in full force and effect (if Lessee will be obtaining a loan to pay for construction of improvements on Leased Premises)
- c. Letter or document from Lessee's banking institution showing proof of available funds for construction
- d. Proof of required insurance coverages as provided in this Lease
- e. Conceptual plans for development

- f. Payment and performance bonds as required under this Lease
- g. Commitment letter from flag or brand for franchise operations

Failure by Lessee to provide each of these items to Lessor prior to the start of construction constitutes a material breach of this Lease.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance, including automobile liability, in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

Three Million Dollars (\$3,000,000.00) for Comprehensive Pollution Damage arising out of each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies required under this Lease, except workers compensation, either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Property/Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by “extended coverage” and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called “Full Insurable Value”). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of all necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction project.

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;
- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.06 Workers Compensation / Employer's Liability Insurance.

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

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City of El Paso, 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."

6.07 Builder's Risk.

During the construction of any improvements, the Lessee will obtain builder's risk insurance. Builder's risk insurance (fire and extended coverage). This insurance shall be required for this building project. Until the project is completed and accepted in accordance with all the terms and

conditions of this Contract, Contractor is required to maintain builder's risk insurance (fire and extended coverage) on a one hundred percent (100%) completed value basis on the insurable portion of the project for the benefit of Owner, Contractor, and subcontractor(s), as their interests may appear. This provision shall not release Contractor from his obligation to complete, according to plans and specifications, the project covered by this Contract, and Contractor and his Surety shall be obligated to full performance of Contractor's undertaking.

6.08 Comprehensive Pollution Liability and Storage Tank Liability Insurance.

For the duration of this Lease, the Lessee will obtain Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property. In addition, the Lessee will obtain Storage Tank Liability Insurance in amounts not less than \$1,000,000 to cover bodily injury and property damage from pollution conditions emanating from above ground and below ground storage tanks. The Storage Tank Liability Insurance must also provide coverage for corrective action and cleanup as required by applicable federal and state laws and regulations.

6.09 Contractors, Subcontractors, Operators.

Lessee will require all contractors, subcontractors, and operators to have general comprehensive general liability, builder's risk insurance, environmental liability insurance, and workers compensation insurance as provided in this Lease and to add the Lessor as additional insured as provided in this Lease. Lessor may waive in writing any insurance requirements provided in this Section.

6.10 INDEMNIFICATION.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON RECEIPT OF WRITTEN NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, builder's risk insurance.
- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last five (5) years of the initial term or last five (5) years of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

- A. “Taking” means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.
- B. “Total Taking” means the taking of the fee title to all of the Premises and improvements thereon.
- C. “Substantial Taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;

2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

- A. Notice of Intended Taking;
- B. Service of any legal process relating to condemnation of the Premises or improvements; or
- C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims.

No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

- A. To the cost of restoring the improvements on the Premises; and
- B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements but subject to the Lease.

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate

expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Lessee shall receive, hold and disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

- A. The amount of the obligation secured by the Mortgage;
- B. The date of the maturity or maturities thereof; and
- C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

- E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE X - EXPIRATION, CANCELLATION/TERMINATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

This Lease shall expire at the end of the term or any extension thereof.

10.02 Cancellation.

Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except

payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;

- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

In any of the aforesaid events, which shall be events of default, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

This Lease may also be terminated by the parties as otherwise specified in this Lease.

10.03 Repossessing and Reletting.

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and

conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Landlord any subleases of the Premises, or any improvements thereon and, upon request of Landlord, Lessee shall furnish Landlord with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees, the sublessees contact information, the activities performed by sublessee on the Leased Premises, and shall provide to Landlord updated information whenever said sublessees information changes.

10.06 Intentionally Deleted.

10.07 Rights Upon Expiration or Termination/Cancellation.

At the expiration or termination/cancellation of this Lease, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) days prior to the expiration of this Lease (or within 30 calendar days following termination/cancellation of this Lease) and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or

resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) days after the complete removal of improvements, Lessee, shall provide Lessor with an engineering report on the compaction of the Premises and the Lessee's Report as identified in Paragraph 5.03D of this Lease and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee's Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee's Report and any required remediation of the Premises shall be subject to the rent due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

If Lessee's use of the property included any aboveground or below ground storage tanks, Lessee will provide confirmation from TCEQ and any other applicable agencies, that Lessee has complied with all requirements for the removal of such storage tanks.

Lessee agrees that the title to all improvements made by the Lessee to the Leased Premises, now or hereafter located on the Leased Premises, shall be vested in Lessee until either the termination, cancellation, or expiration of this Lease, at which time all title to and ownership of the improvements made by the Lessee to the Leased Premises shall automatically and immediately vest (without the necessity of any further action being taken by Lessee or Lessor or any instrument being executed and delivered by Lessee to Lessor) in Lessor, and Lessee shall have no rights pertaining to such improvements. Notwithstanding anything to the contrary, nothing in this paragraph relieves the Lessee from any duties under this Lease, including but not limited to the removal of the improvements and the restoration of the Leased Premises.

10.08 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at a public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided,

however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

11.03 Time Is of the Essence.

Time is and shall be deemed of the essence in respect to the performance of each provision of this Lease.

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk	Director of Aviation
	City of El Paso	El Paso International Airport
	P.O. Box 1890	6701 Convair Rd.
	El Paso, Texas 79950-1890	El Paso, Texas 79925-1099

LESSEE: Hospice of El Paso, Inc.
Attn: Robert Enriquez, Senior Director of Operations
1440 Miracle Way
El Paso, Texas 79925

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover costs including reasonable attorney's fees and reasonable paralegal fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease. Venue shall be in the courts in El Paso County, Texas.

11.07 General Civil Rights Provision.

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

11.08 Compliance with Nondiscrimination Requirements.

Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit "D", Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will

undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following:

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the “Acts and Regulations”) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities.

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

Words of gender used in this Lease shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

11.13 Agreement Made in Writing.

This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

11.14 Paragraph Headings.

The Table of Contents of this Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

11.15 Severability.

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

11.16 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and

any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.10.

11.20 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises and improvements on the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with this Lease and all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. All subtenants of Lessee will be subject to this Lessor's right to enter the Premises and improvements on the Premises. The Lessee will include in all subleases the right of the Lessor to enter the Premises and improvements on the Premises to inspect such for compliance with this Lease.

11.21 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.22 Authorization to Enter Lease.

If Lessee signs this Lease as a corporation, each of the persons executing this Lease on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Lease, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

11.23 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date provided in Section 2.01. Subsequent to the full execution and delivery of this Lease, Lessor and Lessee may, upon request by Lessee, execute and acknowledge a memorandum of this Lease in a form and substance reasonably acceptable to Lessor and Lessee. Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

11.24 Attachments.

The following attachments are incorporated into this Lease. For purposes of this Agreement, the term Lease includes all attachments.

EXHIBIT "A" - Property Description & Metes and Bounds of Premises

EXHIBIT "B" – Declaration of Restrictions and Covenants

EXHIBIT "C" – Allowed Uses and Additional Use Requirements and Restrictions

EXHIBIT "D" – Federal Aviation Administration Required Provisions

11.25 Complete Agreement.

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers not rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any part because of such party's involvement in the preparation or drafting of this agreement.

(Signatures begin on following page)

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2025.

LESSOR: CITY OF EL PASO

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Cognato Tommaso

Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:

John Nune

Juan Antonio Nevarez, CM, ACE, IACE
Director of Aviation

ACKNOWLEDGMENT

[illegible]

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

My Commission Expires:

(Signatures continue on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: Hospice of El Paso, Inc

By: [Signature]
 Print Name: JAMES L VOILAND
 Title: CEO

ACKNOWLEDGMENT

THE STATE OF Texas)
 COUNTY OF El Paso)

This instrument was acknowledged before me on this 3rd day
February 2025, by James L. Voiland, its CEO of
Hospice El Paso, Inc (Lessee).

[Signature]
 Notary Public, State of Texas

My Commission Expires:

May 10, 2026

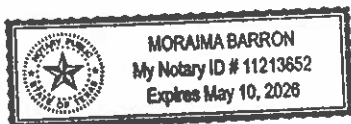


Exhibit "A"
Property Description & Metes and Bounds of Premises

PREPARED FOR: El Paso International Airport
Being the south half of the easterly 54.00 feet
of Lot 4 and also the south half of Lots 5 and
6, Block 10, El Paso International Tracts,
Unit 7.

PROPERTY DESCRIPTION

Description of a parcel of land being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10 of the El Paso International Airport Tracts, Unit 7, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point, said point being at the intersection of the centerline of Lockheed Drive and Lear Street; thence, South $81^{\circ} 10' 07''$ West along the centerline of Lockheed Drive a distance of 54.00 feet; thence, North $08^{\circ} 49' 53''$ West a distance of 29.00 feet to a point, said point being on the southerly right-of-way line of Lockheed Drive and said point being the POINT OF BEGINNING;


Thence, South $81^{\circ} 10' 07''$ West along the southerly right-of-way line of Lockheed Drive a distance of 325.62 feet;

Thence, North $08^{\circ} 49' 53''$ West a distance of 205.50 feet;

Thence, North $81^{\circ} 10' 07''$ East a distance of 345.62 feet to a point lying on the westerly right-of-way line of Lear Street;

Thence, South $08^{\circ} 49' 53''$ East along the easterly right-of-way line of Lear Street a distance of 185.50 feet;

Thence, 31.42 feet along the arc of a curve to the right whose interior angle is $90^{\circ} 00' 00''$, whose radius is 20.00 feet, and whose chord bears South $36^{\circ} 10' 07''$ West a distance of 28.28 feet to a point on the northerly right-of-way line of Lockheed Drive, said point being the POINT OF BEGINNING and containing in all 70,939.069 square feet or 1.628 acres of land, more or less, subject to all easements of record.


Ramon E. Lara, R.P.S.
BOHANNAN-HUSTON, INC.

August 8, 1985



Exhibit “B”
Declaration of Restrictions and Covenants

DECLARATION OF RESTRICTIONS AND COVENANTS

INDUSTRIAL ZONES

Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, and 18

El Paso International Airport

El Paso, Texas

EXHIBIT

B

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DECLARATION OF RESTRICTIONS AND COVENANTS

INDUSTRIAL ZONES

Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11,
12, 13, 14, 15, 16, and 18

El Paso International Airport

El Paso, Texas

THIS DECLARATION, made this _____ day of _____,
19 ____, by the City of El Paso, a political subdivision of the
State of Texas, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas, herinafter
referred to as the "Airport", and,

WHEREAS, Declarant has established a general overall Develop-
ment Plan for the development of said Airport, as set forth in the
report "Preliminary Development Plans, El Paso International Airport
General Aviation and Industrial Facilities" issued by Smith and
Cromans Associates and Wilsey, Ham, and Blair, October, 1960, as
amended and,

WHEREAS, Delcarant has included in said overall Development
Plan certain property for the establishment of a desirable
industrial environment for certain manufacturing, business, or
industrial uses, and,

WHEREAS, Delcarant desires to subject the development of said
property to certain conditions, restrictions, and covenants in
order to ensure the development of a desirable environment for
said activities, and to ensure that said development will be

compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics.

NOW, THEREFORE, Declarant hereby declares that the property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said property and each and all of which shall inure to and pass with each and every Lot on said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on the El Paso International Airport, and is more particularly described as follows: El Paso International Airport Tracts, Blocks 1-A, 1-B, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 18.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 Airport Board: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 Airport Manager: The Manager of El Paso International Airport.

2.03 Building: The main portion of any building located on a

Lot and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 Building Coverage: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 Building Site: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 City: The City of El Paso, Texas, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 Declarant: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 Front Lot Line: The property line that faces a Street. On corner Lots or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.10 Improvements: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavations, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.11 Industrial Park Commercial Support: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Industrial Zones as specifically provided herein.

2.12 Lot: One of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.

2.13 Rear Lot Line: The property line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.14 Setback: The distance a Building must be set back from the property line of a Lot.

2.15 Street: Any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.

2.16 Tenant: Any person, firm, or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. Block 3:

1. Administrative, professional, or government offices.
2. Scientific or research laboratories, including incidental pilot plants in connection therewith.

B. Block 1-A; Block 1-B; Block 1-C, Lots 1, 2, 3, and 3A;
Block 2-A; Block 2-B; Block 2-C, Lots 1 through 10; and

Block 5, Lots 1 through 10:

1. Administrative, professional, or government offices.
2. Scientific or research laboratories, including incidental pilot plants in connection therewith.
3. Wholesaling.
4. Warehousing.
5. Distribution of products and merchandise, but excluding retail sales of consumer goods such as are usually sold to the general public.
6. Processing and compounding of materials.
7. Fabricating and assembling of products.
8. Servicing, maintenance, and storage for car/truck rental and leasing fleet.
9. Accessory uses directly related to the principal use on the Building Site, including but not limited to:
 - a. Facilities for furnishing meals and selling refreshments and personal convenience items solely to employees of the Tenants of a Lot and the guests and management thereof; provided that such facilities shall be located completely within a Building on said Building Site, with no external evidence thereof, including any signs relating thereto.
 - b. Motor Pools, including service station facilities used for services of on-premises motor pools, but excluding public sales or service.

- c. Business signs for identification in accordance with provisions of Article 4, Paragraph 4.04.
 - d. Outdoor storage facilities as an auxiliary or accessory use when screened from abutting public thoroughfares and other properties by masonry so erected as to screen completely stored materials and vehicles from view at any point at the property line.
- C. Block 2-C, Lots 6 through 9; Blocks 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16:
- 1. All uses permitted in Paragraphs 3.01(A) and (B) of this Article.
 - 2. Certain commercial uses which will perform a necessary and desirable service for all tenants in the Light Industrial Zone of the Airport, including but not limited to:
 - a. Banking institutions;
 - b. Engineering, reproduction, and art supply firms;
 - c. Reproduction facilities; and any other use which, in the judgment of the City, will contribute to the effective operation of all industrial tenants, their employees, and invitees. Such uses shall be governed by all performance, architectural, and building standards as herein set forth, and shall in all ways be compatible with the intent of the plans for development of land uses on the Airport.

D. Block 1-C, Lot 4:

1. Hotels, including restaurants and gift shops incidental to the primary use.
2. All uses permitted in Paragraph 3.01(A) of this Article.

E. Block 1B: Automobile parking for the public and Airport employees.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential; fast food and takeout restaurants; retail commercial except as otherwise specified; trailer courts; labor camps; junkyards; mining and quarrying; lumber or building materials yards; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering; stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; and large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility. Plans and specifications must be submitted to the Declarant by way of the Airport Manager over the signature of the Tenant or the Tenant's authorized representative. The Declarant or its authorized agent shall then have thirty (30) working days from receipt of the plans and specifications to approve or disapprove them. If, after thirty (30) working days, the Declarant or its authorized agent has not approved or disapproved said plans, it shall be

conclusively presumed that the Declarant has disapproved said use.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

- Hazardous activities
- Vibration or shock
- Noise
- Smoke, dust, odor, or other forms of air pollution
- Heat or glare
- Electronic or radio interference
- Illumination
- Liquid or solid refuse or waste
- Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises

A. HAZARDOUS ACTIVITIES: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. VIBRATION OR SHOCK: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. NOISE. No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. AIR POLLUTION: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted

within a completely enclosed building.

2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.
3. The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. DUST CONTROL: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. HEAT OR GLARE: Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. ELECTRONIC OR RADIO INTERFERENCE: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. ILLUMINATION:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. REFUSE AND TRASH: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. SEWAGE DISPOSAL SYSTEMS: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES. No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setbacks: Setbacks from Front Lot Lines shall be a minimum of twenty-five (25) feet from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If the Tenant's Lot or Lots front on more than one Street, the front Setbacks shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted. If no parking area is provided in the front Setback area(s), the entire front Setback area(s) shall be landscaped.

B. Side Setbacks: Side Setbacks shall be a minimum of twenty (20) feet, and up to a maximum of fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of the Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setbacks: Rear Setbacks shall be twenty (20) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such

construction does not interfere with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant or Subtenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot or other part of said Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successor standards thereto, including standards used by the Airport Architectural Review Committee. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days from the date the certificate of occupancy has been filed, with a copy sent to the Airport Manager, on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program. This limitation may be waived by Declarant or its authorized representative upon submittal of detailed landscape plans indicating a greater coverage by desert planting.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval by the Declarant or its authorized agent prior to installation.

Where specific plants are named on the plan, only those

species and varieties may be planted on the locations shown. These are within public areas only.

Within setback areas fronting on streets where "Fine Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Albizia julibrissin
Cupressus arizonica
Juniperus scopulorum
Pinus halepensis
Elaeagnus angustifolia
Chilopsis linearis
Prosopis glandulosa
Parkinsonia aculeata
Punica granatum
Juniperus chinensis
Thuja orientalis
Gleditsia triacanthos inermis
Pinus pinea
Cupressus sempervirens glauca
Pinus nigra

LOW PLANTING:

Cotoneaster adpressa
Cotoneaster horizontalis
Juniperus varieties
Lavandula officinalis
Punica chico
Santolina chamaecyparissus
Yucca filamentosa
Gelsemium sempervirens
Liriope sp.
Rosamarinus prostrate varieties

SHRUBS:

Cortaderia selloana
Juniperus varieties
Thuja varieties
Caesalpinia quilliesi
Cotoneaster pannosa and p. nana
Pouquieria splendens
Leucophyllum frutescens
Spartium junceum
Tamarix sp.
Ruxus japonica
Dasylirion texanum
Punica granatum nana
Rosmarinus officinalis

VINES:

Gelsemium

Within setback areas fronting on streets where "Medium Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Prunus velutina
Lagerstroemia indica
Ulmus parvifolia
Carya illinoensis
Ulmus pumila
Malus in variety
Prunus cerasifera varieties
Prunus persica
Zizyphus jujuba

SHRUBS:

Ligustrum sp.
Vitex sp.
Sambucus glauca
Hibiscus syriacus
Lonicera sp.
Rosa multiflora and others
Xylosma japonica
Chaenomeles lagenaria
Cotoneaster parneyi

Melia azedarach
Koeleria paniculata

Elaeagnus fruitlandi
Euonymus japonicus
Forsythia intermedia

LOW PLANTING:

Chaenomeles japonica
Convolvulus cneorum
Plumbago capensis
Salvia coccinea
Euonymus fortunei
Lonicera sp.
Teucrium chamaedrys
Vinca major
Ajuga reptans

Jasminum hymile
Nandina domestica
Pyracantha in variety
Raphiolepis sp.
Spiraea van houttei
Abelia grandiflora
Jasminum floridum
Jasminum nudiflorum
Robinia hispida
Ternstroemia japonica

VINES:

Campsis radicans
Lonicera
Parthenocissus lowi
Rosa varieties
Trachelospermum asiaticum
Wisteria sp.
Polygonum auberti

Within setback areas fronting on streets where "Course Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:

Morus sibirica
Maclura pomifera
Photinia serrulata
Ailanthus altissima
Magnolia grandiflora
Phoenix canariensis
Washingtonia robusta
Ficus carica

SHRUBS:

Buddleia in variety
Eriobotrya japonica
Nerium oleander
Philadelphus virginialis
Pittosporum tobira
Viburnum sp.
Aucuba japonica in variety
Hex cornuta rotunda

LOW PLANTING:

Hedera helix

VINES:

Parthenocissus quinquefolia
Parthenocissus tricuspidata

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments

or successor standards thereto as may be adopted by the Airport Architectural Review Committee.

4.05 PARKING AREAS: Adequate offstreet parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREA: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisances.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely screening such areas from view of adjoining Lots and/or public Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas

except the side setback area; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots and/or public Streets.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of thirty-five (35) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE:

A. Block 3: All Buildings and structures, or portions thereof, placed on the Lot(s) shall not cover more than forty percent (40%) of a Building Site.

B. Block 1-A, Block 1-B; Block 1-C; Block 2-A; Block 2-B; Block 2-C; Blocks 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16: All Buildings and structures, or portions thereof, placed on the Lot(s) shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. General: Any Building, Improvement, or structure on a Lot shall conform to the following general conditions of construction practice.

B. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

C. FAA REGULATIONS: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA or any successor agencies, where applicable.

D. FINAL APPROVAL BY DECLARANT: Final approval of the compatibility of any Improvement with the overall architectural character of the Industrial Zones shall remain with the Declarant. Construction shall not commence before the Declarant or its authorized agent has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. BUILDING MATERIALS: All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Approved siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval by the Airport Manager based upon the favorable recommendation of the Airport Architectural review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. ROOF SCREENING: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building.

C. ACCESSORY BUILDINGS, ENCLOSURES, AND FENCES: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. BUILDING CODES AND ORDINANCES: All Buildings shall conform to all local building codes and ordinances.

E. APPROVAL BY AIRPORT MANAGER: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipe, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the

Declarant within the time schedule determined:

A. Topographic, Grading, Drainage, Utility, and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.

2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plans: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping, in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials and/or paint or other coating colors to be used on the exterior of all Improvements that are visible from any point on any Lot line. The Declarant reserves the right to approve all said materials and/or colors and further reserves the right to suggest alternative materials and/or colors that, in the sole opinion of the Declarant, shall be determined to be

more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

5.02 FORM AND CONTENT OF PLANS: The Declarant or its authorized agent may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA or any successor agencies, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in

writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively

presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or its authorized agent grants written extension of such approval.

After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions of that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or its authorized agent in writing.

The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or its authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that this Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All the expenses incurred in this action shall be payable by the Tenant or subtenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant or its authorized agent, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single industrial activity for single Tenant, and (3) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS. Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each tenant.

IN WITNESS WHEREOF, THE CITY OF EL PASO, The Declarant, has caused its name to be hereunto subscribed this 3rd day of December, 19 85.

ATTEST:

Carole Hunter
City Clerk

CITY OF EL PASO:

[Signature]
Mayor

APPROVED AS TO CONTENT:

[Signature]
Airport Manager

APPROVED AS TO FORM:

John B. Boudet
Assistant City Attorney

Exhibit "C"
Allowed Uses and Additional Use Requirements and Restrictions

1. Allowed Uses. Lessee will only use the Leased Premises for the following uses:
As detailed in Exhibit "B".
2. Additional Insurance Requirements. Lessee will obtain the following insurance policies in addition to the policies required under the Lease:
None.
3. Additional Requirements. Lessee will comply with the following requirements in addition to the requirements under the Lease: None.
4. Lessee will submit plans, drawings, and scope of work for any and all updates or changes to the exterior of the current improvements. This approval is required by the City Department of Planning and Inspections prior to the issuance of building permits.

Exhibit “D”
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee.
2. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Lease.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Agreements, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on

the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Lessee, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

F. Subcontracts. Lessee agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Lessee shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).



CITY OF EL PASO

Hospice of El Paso, Inc. Boeing Business District Ground Lease

Tony Nevarez, Aviation Director

Background

- Lease was assigned to Hospice of El Paso, Inc., effective December 5, 2023
- Current Lease has an expiration date of January 31, 2026
- Ten (10) year option to extend, that if exercised will expire on January 31, 2036
- Tenant intends to secure a long term lease

Lease Highlights

- Initial term of twenty (20) years plus three (3) ten (10) year options to extend
 - Lease's initial term is set to expire at midnight on July 31, 2045
- Minimum revenue to be generated on the initial term is \$1,432,969.92, plus \$2,149,453.38 on the option periods for a total of \$3,582,423.30
 - \$71,648.46 annually or \$5,970.71 monthly

Requested Action

That the City Manager, or designee, be authorized to sign a Boeing Business District Ground Lease by and between the City of El Paso and Hospice of El Paso, Inc. for the following described property:

A 70,939.069 square foot parcel of land, more or less, being the south half of the easterly 54.00 feet of Lot 4 and also the south half of Lots 5 and 6, Block 10, El Paso International Airport Tracts, Unit 7, City of El Paso, El Paso County, Texas, municipally known and numbered as 8515 Lockheed Drive, El Paso, Texas.

MISSION



Deliver exceptional services to support a high quality of life and place for our community.

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN



Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 25-797, 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

Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

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

A Resolution that the Taxpayer, Ernest G. Escamilla, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$824.77 for the property with the following legal description:

7 THREE HILLS LOT 14 (8118 SQ FT)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, pursuant to Section 33.011(a)(1) of the Texas Tax Code (“Tax Code”), the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, Ernest G. Escamilla (“Taxpayer”) requested a waiver of penalties and interest on May 21, 2025, before the 181st day after the delinquency date, in the amount of \$824.77 for the 2024 delinquent taxes for the property with the following legal description:

7 THREE HILLS LOT 14 (8118 SQ FT)

WHEREAS, the Taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the Taxpayer, Ernest G. Escamilla, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$824.77 for the property with the following legal description:

7 THREE HILLS LOT 14 (8118 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 25-796, 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

Public Health, Veerinder Taneja, (915) 212-6502

Public Health, Sara Cera, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Amendment between the City of El Paso and Texas Department of State Health Services (DSHS) to extend the Interlocal Agreement for the period of September 1, 2025, through August 31, 2026 for the testing of Milk and Dairy.

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



DEPARTMENT: Public Health

AGENDA DATE: 7/8/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Veerinder Taneja

PHONE NUMBER: 1-915-212-6502

2nd CONTACT PERSON NAME: Sara Cera

PHONE NUMBER: 1-915-212-6502

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

#8 NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL:

8.1 DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

A resolution that the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and DSHS for the testing of Milk and Dairy, extending the Agreement for FY2026, September 1, 2025 to August 31, 2026.

BACKGROUND / DISCUSSION:

This Amendment will allow the Agreement to continue for the next year for the Department of Health to test milk and dairy for DSHS for a fee.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

This is an amendment that is updated annually to extend the original agreement.

AMOUNT AND SOURCE OF FUNDING:

DSHS will pay Public Health for testing of milk and dairy.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Veerinder Taneja

Digitally signed by Veerinder Taneja
Date: 2025.06.18 13:07:39 -06'00'

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

RESOLUTION

WHEREAS, on September 1, 2023, the Texas Department of State Health Services (“DSHS”) and the City of El Paso (“City”) entered into an Interlocal Agreement (“Interlocal”) pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, pursuant to the Interlocal, City provides DSHS with laboratory analyses of milk samples in exchange for a fee paid by DPHS; and

WHEREAS, the parties desire to exercise their option to renew the Interlocal and to extend its expiration date to August 31, 2026; and

WHEREAS, the parties desire to amend the Interlocal to add \$34,750.00 for State Fiscal Year 2026, and accordingly increase total not-to-exceed amount to be paid to the City to \$104,250.00; and

WHEREAS, the parties agree to revise the DSHS “Contract Affirmations” to replace Attachment B-1 with Attachment B-2 and Attachment C with Attachment C-1.

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

THAT the Mayor is authorized to sign the Amended Interlocal Agreement between the City of El Paso and DSHS.

APPROVED this _____ day of _____, 2025.

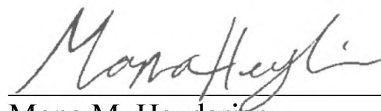
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

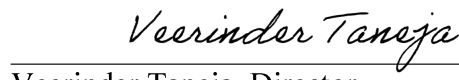
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Veerinder Taneja, Director
Department of Public Health

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

AMENDMENT No. 3

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**” or “**DSHS**”) and **CITY OF EL PASO** (“**PERFORMING AGENCY**” or “**CONTRACTOR**”), each a “**Party**” and collectively the “**Parties**,” to that certain Contract for laboratory analysis of milk sampling services, effective September 1, 2023 and denominated as DSHS Contract No. HHS001317900001 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, DSHS desires to exercise its option to renew the Contract for an additional one-year term for State Fiscal Year 2026, representing the second of four one-year extension options;

WHEREAS, the Parties desire to add funds to the Contract for State Fiscal Year 2026 and clarify the not-to-exceed amount of the Contract; and

WHEREAS, the Parties desire to update the terms, conditions, and affirmations of the Contract.

NOW, THEREFORE, the Parties amend the Contract as follows:

1. **SECTION III, CONTRACT PERIOD AND RENEWAL**, of the Contract is amended to reflect a revised expiration date of **August 31, 2026**.
2. **SECTION V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended by adding funding in the amount of **\$34,750.00** for State Fiscal Year 2026. Accordingly, the total not-to-exceed amount of the Contract is increased to **\$104,250.00**. All funding for this Contract is clarified in **ATTACHMENT E, CONTRACT TOTAL NOT-TO-EXCEED TABLE**, which is attached to this Amendment No. 3 and incorporated by reference and made part of the Contract for all purposes. All expenditures under the Contract shall be in accordance with **ATTACHMENT A-2, REVISED STATEMENT OF WORK**.
3. **ATTACHMENT B-1, HHS CONTRACT AFFIRMATIONS, VERSION 2.3 (AUG. 2023)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT B-2, HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOV. 2024)**, which is attached to this Amendment and incorporated by reference and made part of the Contract for all purposes.
4. **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY, VERSION 3.2 (MAY 2020)**, of the Contract is deleted in its entirety and replaced with **ATTACHMENT C-1, HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY, VERSION 3.3 (NOV. 2023)**, which is attached to this Amendment and incorporated by reference and made part of the Contract for all purposes.

5. This Amendment is effective immediately upon execution by the last Party to sign below. Operations and funding for Fiscal Year 2026 begin on September 1, 2025. Except as modified by this Amendment, all existing terms of the Contract, including the current Statement of Work, shall remain in full force and effect until and unless further modified by written agreement of the Parties.
6. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 3
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001317900001**

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF EL PASO

Signed by:
By: Dr Timothy Stevenson
F45A36318942408...

By: _____

Printed Name: Dr Timothy Stevenson

Printed Name: Renard U. Johnson

Title: Deputy Commissioner

Title: Mayor

Date of Signature: June 10, 2025

Date of Signature: _____

**THE FOLLOWING DOCUMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001317900001 ARE ATTACHED TO AND INCORPORATED INTO THE
CONTRACT FOR ALL PURPOSES:**

ATTACHMENT B-2 - HHS CONTRACT AFFIRMATIONS, VERSION 2.5 (NOV. 2024)
**ATTACHMENT C-1 - HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY,
VERSION 3.3 (NOV. 2023)**
ATTACHMENT E - CONTRACT TOTAL NOT-TO-EXCEED TABLE

HEALTH AND HUMAN SERVICES
Contract Number HHS001317900001
Attachment B-2 CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
2. **Complete and Accurate Information**
Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
3. **Public Information Act**
Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
4. **Contracting Information Requirements**
Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement.

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with System Agency under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify System Agency.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the Contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. Apr. 1, 2025, Section 544.0106, pursuant to House Bill 4611, Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept. 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 117.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the System Agency before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 117.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. Pursuant to Executive Order GA-48, relating to hardening of state government, issued November 19, 2024, Contractor certifies it is not and, if applicable, any of its holding companies or subsidiaries is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

54. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

56. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

57. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

58. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

59. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

City of El Paso

Legal Name of Contractor

City of El Paso

Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')

City of El Paso

Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Renard U. Johnson

Date Signed

Mayor

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name**

300 N. Campbell

Title of Authorized Representative

El Paso, TX. , 79901-1402

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

058873019

Email Address

746000749

DUNS Number

17460007499

Federal Employer Identification Number

17460007499

Texas Identification Number (TIN)

17460007499000

Texas Franchise Tax Number

KLZGKXNFVTL4

**Texas Secretary of State Filing
Number**

SAM.gov Unique Entity Identifier (UEI)

ATTACHMENT C-1



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Governmental Entity

Version 3.3

Published and Effective - November 2023

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any attachments, and any Amendments, purchase orders, and Work Orders that may be issued by the System Agency.

“Deliverables” means the goods, services, Work, and Work Product to be provided to System Agency under the Contract.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“HHSC” means the Health and Human Services Commission.

“Health and Human Services” or **“HHS”** includes HHSC and DSHS.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Local Government” means a Texas governmental unit defined under and authorized to enter this contract by Texas Government Code, Chapter 791.

“Parties” means the System Agency and Performing Agency, collectively.

“Party” means either the System Agency or Performing Agency, individually.

“Performing Agency” means the State Agency or Local Government providing the goods or

services defined in this Contract.

“Receiving Agency” means HHSC or DSHS, as applicable, Agency receiving the benefit of the goods or services provided under this Contract.

“Signature Document” means the document executed by both Parties that sets forth all the documents that constitute the Contract.

“Solicitation” means the document, if any, issued by the System Agency (including any published addenda, exhibits, and attachments) under which the goods or services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” means Performing Agency’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Agency” means a Texas “Agency” as defined under Texas Government Code, Chapter 771.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means the information maintained on the Texas Comptroller of Public Accounts’ website relative to travel reimbursements under this Contract, if any.

“System Agency” means HHSC or DSHS, as applicable.

“Third Party IP” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a subcontractor.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other

modifications are not prohibited by the terms of this Contract, and (ii) references to any statute, rule, or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, or supplementing the statute or regulation.

- D. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- E. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- F. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- G. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- H. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PAYMENT

Payment shall be made in accordance with Government Code, Chapter 771, Government Code, Chapter 791, or Government Code, Chapter 2251.051, as applicable.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller of Public Accounts' *Textravel* guidelines which can currently be accessed at:
<https://fmxcpa.texas.gov/fmxc/travel/textravel/>

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of Work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency

becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
 - i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
 - i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,

- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 CONTRACT AFFIRMATIONS

Performing Agency certifies that, to the extent Contract Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the Contract Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
- i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any

documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives all information required to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Performing Agency shall ensure these same requirements are included in all subcontracts.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later. Performing Agency shall ensure these same requirements are included in all subcontracts.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas. Performing Agency shall ensure these same requirements are included in all subcontracts.
- B. In addition to any right of access arising by operation of law, Performing Agency and any of

Performing Agency's affiliate or subsidiary organizations, or subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. Performing Agency shall permit the System Agency or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and/or pricing models or methodologies related to the Contract. Performing Agency shall ensure these same requirements are included in all subcontracts.

- C. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- D. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Performing Agency shall produce original documents related to this Contract.
- E. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings and payments related to the Contract, including those related to a Subcontractor.
- F. Performing Agency shall include the System Agency's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Contract and the services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.
- C. Performing Agency shall include the requirement to provide to System Agency (and any of its duly authorized federal, state or local authorities) internal audit reports related to this Contract in any Subcontract it awards. Upon request by System Agency, Performing Agency shall enforce this requirement against its Subcontractor. Further, Performing Agency shall include in any Subcontract it awards a requirement that all Subcontractor Subcontracts must also include these provisions.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
- C. Performing Agency shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions, and services. This Article VII will survive termination or expiration of this Contract. Further, the obligations of Performing Agency under this Article VII will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;
- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) exclusion list will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its subcontractors, if any. Performing Agency is responsible for ensuring its subcontractors'

compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for contracts for services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written

approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- F. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief and shall provide written notice to beneficiaries of their rights.
- G. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- H. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending involving subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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Attachment E
Contract Total Not-To-Exceed Table
DSHS Contract No. HHS001317900001
Amendment 3

Performing Agency	City of El Paso
Amendment 3	(9/1/2025 – 8/31/2026)

Contract	Contract/ Amendment Amount	Total-Not-To Exceed Amount
Base	\$34,750.00	\$ 34,750.00
Amendment 1	\$ 0.00	\$ 34,750.00
Amendment 2	\$34,750.00	\$ 69,500.00
Amendment 3	\$34,750.00	\$104,250.00
Totals		\$104,250.00



Certificate Of Completion

Envelope Id: 0D4C5725-2062-4ED2-A440-C913F828ABB0

Status: Sent

Subject: Please DocuSign: HHS001317900001, City of El Paso , Amend 3, (MandD)

Source Envelope:

Document Pages: 38

Signatures: 0

Certificate Pages: 2

Initials: 0

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.14

Record Tracking

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

3/24/2025 8:48:17 AM

CMS.InternalRouting@dshs.texas.gov

Signer Events

Signature

Timestamp

Oscar Leaser

Sent: 3/24/2025 9:04:07 AM

LeaserO1@elpasotexas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dr Timothy Stevenson

Timothy.stevenson@dshs.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Semone Ben-Bani Ben-BaniSM@elpasotexas.gov SMB Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 3/24/2025 9:04:06 AM
Health Fiscal - City of El Paso HealthFiscal@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign	COPIED	Sent: 3/24/2025 9:04:07 AM Viewed: 3/24/2025 9:05:20 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Ebony White ebony.white@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/24/2025 9:04:06 AM
Payment Events	Status	Timestamps

Certificate Of Completion

Envelope Id: 50BD8282-4EFB-4D31-8EE8-4E476FFE4C91
 Subject: Please Sign: HHS001317900001 City of El Paso Milk Group Amendment 3.pdf
 Source Envelope:
 Document Pages: 40
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed
 Envelope Originator:
 CMS Internal Routing Mailbox
 11493 Sunset Hills Road
 #100
 Reston, VA 20190
 CMS.InternalRouting@dshs.texas.gov
 IP Address: 167.137.1.8

Record Tracking

Status: Original
 6/9/2025 1:16:37 PM
 Holder: CMS Internal Routing Mailbox
 CMS.InternalRouting@dshs.texas.gov
 Location: DocuSign

Signer Events

Jonah Wilczynski
 jonah.wilczynski@dshs.texas.gov
 Unit Director - DSHS CMS
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature

Completed
 Using IP Address: 167.137.1.15

Timestamp

Sent: 6/9/2025 1:46:20 PM
 Viewed: 6/9/2025 2:20:08 PM
 Signed: 6/9/2025 2:20:23 PM

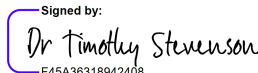
Patricia Melchior
 Patty.Melchior@dshs.texas.gov
 Patricia Melchior, Director, DSHS CMS
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature

Using IP Address: 167.137.1.14

Sent: 6/9/2025 2:20:26 PM
 Viewed: 6/10/2025 11:28:43 AM
 Signed: 6/10/2025 11:29:14 AM

Dr Timothy Stevenson
 Timothy.stevenson@dshs.texas.gov
 Deputy Commissioner
 Security Level: Email, Account Authentication
 (None)

Signed by:

 F45A36318942408...
 Signature Adoption: Pre-selected Style
 Using IP Address: 167.137.1.13

Sent: 6/10/2025 11:29:17 AM
 Viewed: 6/10/2025 11:47:43 AM
 Signed: 6/10/2025 11:49:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Kristiana Flores Kristiana.Flores@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2025 11:49:47 AM Viewed: 6/11/2025 7:57:34 AM
CMS Mailbox CMS.InternalRouting@dshs.texas.gov DSHS Contract Management Section Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2025 11:49:49 AM Resent: 6/10/2025 11:49:57 AM
Ebony White ebony.white@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2025 11:49:51 AM
Raymond L. Lucero LuceroRL@elpasotexas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/10/2025 11:49:53 AM Viewed: 6/10/2025 12:20:17 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/9/2025 1:46:20 PM
Certified Delivered	Security Checked	6/10/2025 11:47:43 AM
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Completed	Security Checked	6/10/2025 11:49:53 AM
Payment Events	Status	Timestamps



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-800, 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, Cynthia Boyar-Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Joe Garibay to the Open Space Advisory Board by Representative Cynthia Boyar Trejo, District 4.



Board Appointment Form

City Clerk's Office

Appointing Office	Cynthia Boyar Trejo, District 4
Agenda Placement	Consent
Date of Council Meeting	07/08/25
Name of Board	Open Space Advisory Board
Agenda Posting Language	
Re-appointment of Joe Garibay to the Open Space Advisory Board by Representative Cynthia Boyar Trejo, District 4.	
Appointment Type	Regular
Member Qualifications	
See resume attached.	
Nominee Name	Joe Garibay
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Open Space Advisory Board	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Joe Garibay
Reason for Vacancy	Term Expired
Date of Appointment	07/08/25
Term Begins On	07/01/25
Term Expires On	06/30/29
Term	Second Term

Summary of Qualifications

Over 30 years of Customer Service experience, with 20 of those years in a management capacity. I have successfully directed multimillion dollar projects with teams in excess of 100 employees. I am a decisive leader with the ability to influence employees through motivation, not intimidation. I possess strong technical and business skills with a history of using these skills to improve the overall efficiency of the areas under my direction. I am passionate about El Paso and a frequent volunteer for various community causes. Organizations I have volunteered for include The City of El Paso, United Way of El Paso, Yucca Council Boy Scouts of America, Franklin Mountain State Park, and the Borderland Mountain Biking Association. I am a native of El Paso living the first 30 years of my life in Northeast El Paso and the last 35 years on the Westside of El Paso.

Professional Experience

El Paso Electric Company

- **Various Management positions (November 1993 to December 2021).** Responsible for directing and coordinating Customer Service operations including the Call Center, Outlying Customer Service offices, Revenue Collection, software implementations, and Solar Application functions.
- **Analyst (August 1988 to November 1993).** Designed software that improved work efficiency and simplified procedures for the Customer Care areas. Developed systems that improved customer service as well as shortened the learning curve for new employees. Tested, documented, trained and supported these systems.

Air Defense Credit Union, Fort Bliss Texas

- **Programmer/Analyst (April 1985 to August 1988).** Supported third party software and designed and coded new applications. Responsibilities included implementation, training, and support of those systems.

Checker Auto Parts, El Paso Texas

- **Assistant Manager (June 1979 to April 1985).** Supervised employees in the daily operation of the store. Responsibilities included sales, customer satisfaction, inventory control, and bookkeeping.

Volunteer Experience

- **City of El Paso Open Space Advisory Board (June 2020 to present).** An advisory board that hears and discusses open space issues and provides input on these issues to the City of El Paso. I am currently the chair of this board
- **Borderland Mountain Bike Association (March 2021 to present).** A group dedicated to promoting mountain biking and advocating for trails and open space in the borderland region. I am currently the chair of this board.

Academic Qualification

Joe Garibay



Bachelor Business Administration (Computer Information Systems), University of Texas at El Paso,
Texas, August 1988



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-801, 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, Mayor Renard U. Jonson, (915) 212-0021

AGENDA LANGUAGE:

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

Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	07/08/25
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Re-appointment of Tess Passero to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.	
Appointment Type	Regular
Member Qualifications	
A person whose duties include daily operation of the Animal Shelter Committee.	
Nominee Name	Tess Passero
Nominee Email Address	tesspassero@yahoo.com
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Animal Shelter Advisory Committee	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Tess Passero
Reason for Vacancy	Term Expired
Date of Appointment	07/08/25
Term Begins On	06/24/25
Term Expires On	06/25/29
Term	Second Term

TESS PASSERO

• program officer •

EDUCATION

San Diego State University, **Master of Business Administration**, Marketing

University of Texas, **Bachelor of Science**, Communications - Radio-TV-Film

ABOUT ME

Birthday: February 24

Languages: English & conversational Spanish

Hobbies: Volunteering with animals, reading, fitness

EXPERIENCE

2021-current **El Paso Community Foundation**
Program Officer

- Manage numerous programs in the areas of animal welfare, education, and culture
- Raise funds and apply for grants for said programs
- Manage digital and traditional advertising, email communications, websites and special pages, public relations, content creation and calendars

2019-current **Ottopass LLC**
Marketing & Brand Strategist, Owner

- Create brand ID strategies and marketing plans for clients
- Provide guidance on product and e-commerce launches
- Manage digital advertising and content creation and calendars

2015 **To The Stars**
Marketing Director

- Responsible for marketing all books, media, music and branded products
- Oversaw website, events, ecommerce, social media, digital advertising & content
- Managed designers, warehouse, store and marketing teams
- Created brand awareness and strategy for Tom DeLonge, Angels & Airwaves, To The Stars

2012 **Macbeth Footwear**
Global Marketing and PR Director

- Created demand and brand awareness across the globe
- Created, implemented, and maintained plans, budgets, sales tools and calendars
- Managed team ambassadors- artists, musicians, and athletes
- Oversaw retail activations, events, collaborations, PR and outreach

2011 **Keep-A-Breast**
Brand Manager

- Oversaw marketing, sales, and design for the merchandise division of the non-profit
- Managed education, outreach, and awareness
- Created marketing plans for the non-profit and the merchandise divisions

2006 **Pony Footwear**
Global Marketing and PR Director

- Created and implemented marketing strategy both domestically and internationally
- Managed all marketing across all global regions, including in-store, events, ad campaigns, social media, PR, budgets, calendars



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-820, 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, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Chris Canales to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	07/08/25
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	
Re-appointment of Chris Canales to the Animal Shelter Advisory Committee by Mayor Renard U. Johnson.	
Appointment Type	Regular
Member Qualifications	
Previously served on the board.	
Nominee Name	Chris Canales
Nominee Email Address	district8@elpasotexas.gov
Nominee Residential Address	604 Castille Ave., El Paso, TX. 79912
Nominee Primary Phone Number	+1 (915) 212-0008
Residing District	District 8
City Employed Relatives	N/A
Board Membership	
ANIMAL SHELTER ADVISORY COMMITTEE, CITY OF EL PASO EMPLOYEES' RETIREMENT TRUST BOARD OF TRUSTEES, TAX INCREMENT REINVESTMENT ZONE NUMBER 9, TAX INCREMENT REINVESTMENT ZONE NUMBER 8, TAX INCREMENT REINVESTMENT ZONE NUMBER 7, TAX INCREMENT REINVESTMENT ZONE NUMBER 6, TAX INCREMENT REINVESTMENT ZONE NUMBER 14, TAX INCREMENT REINVESTMENT ZONE NUMBER 13, TAX INCREMENT REINVESTMENT ZONE NUMBER 11, TAX INCREMENT REINVESTMENT ZONE NUMBER 10,	
Real estate owned in El Paso County	
604 Castille Ave., El Paso, TX. 79912	
Previous Appointee	Chris Canales
Reason for Vacancy	Term Expired
Date of Appointment	07/08/25
Term Begins On	06/24/25
Term Expires On	06/25/29
Term	First Term



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-798, 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

Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

TAX REFUNDS OVER \$2,500

July 8, 2025

1. Douglas Alorgbey, in the amount of \$11,245.01, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. # C545-999-0050-0600)
2. Corelogic Tax Services LLC, in the amount of \$3,714.30 made an overpayment on December 18, 2024 of 2024 taxes.
(Geo. #E014-999-1200-1600)
3. Jouse Toledano Jr, in the amount of \$4,977.54, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo. #S505-000-0010-0400)
4. Citiso Investments LLC, in the amount of \$14,376.02, made an overpayment on August 31, 2024 of 2024 taxes.
(Geo. #X007-999-0000-0002)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED

JUN 11 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

DOUGLAS ALORGBEY
6721 HERMOSO DEL SOL
EL PASO, TX 79911

Geo No. C545-999-0050-0600	Prop ID 638042
Legal Description of the Property BLK 5 CIMARRON SAGE #1 LOT 6 7380 AUTUMN SAGE DR 79911	
OWNER: LAWSON APARTMENTS LLC SERIES A	

OP ✓
+2500

2024 OVERAGE AMOUNT \$11,245.01 ✓

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 18: CANUTILLO ISD

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Douglas Alorgbey			
	Address: 6721 Hermoso del Sol ✓			
	City, State, Zip: El Paso tx 79911			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 832-378-5998		E-Mail Address: lawsonapartments@gmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006898537	01/31/2025	\$11,245.01
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.) ✓			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		Douglas Alorgbey 06/05/25	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By: N.N

Date: 6-11-25 ✓

JUN 06 2025
149

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Geo No. E014-999-1200-1600	Prop ID 408736
Legal Description of the Property 120 EAST EL PASO #4 6 TO 8 (10500 SQ FT) 3311 HUECO AVE 79903	
OWNER: ZAZENY LLC	

2024 OVERAGE AMOUNT \$3,714.30

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: CORELOGIC TAX SERVICES LLC				
	Address: PO BOX 9202				
	City, State, Zip: COPPELL TEXAS 75019				
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@totality.com		
	Payment made by: Check No. Date Paid Amount Paid				
	Electronic Fund Transfer		RG2412171564	12/18/2024	\$356,537,844.86
	TOTAL AMOUNT PAID (sum of the above amounts)				
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:				
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	Koushik V		Koushik V 6/6/2025		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: Nils Date: 6-11-25					

credit card

OP ✓
+2500

TAX OFFICE
RECEIVED

JUN 09 2025

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: JOSUE TOLEDANO JR ✓		Phone: (323) 652-7355	Property ID# (One application per account) 5505-000-0010-0400 668522	
Address (mail refund to :) 202 CRAFTSMAN DR. DOTHAN, AL 36303 ✓		Property Address: 1021 AERODYNE PL EL PASO, TX 79928		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2024	28 JAN 25		\$ 4977.54	\$ 4977.54
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)			\$ 4977.54 ✓	

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT: I LOCK CH THE WRONG PROPERTY TAX DATE. THEN
I PAID AND NOW THE CITY ACKNOWLEDGES THAT THEY HOLD THE SUM OF
4977.54 please refund when available.

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date: 09 JUNE 25

Printed name: JOSUE TOLEDANO JR

Title: MR. ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer receives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(4) REFUND APPROVED

Tax Office Approval:

Date: 6-11-25

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:



CITY TAX OFFICE

JUN 25 2025

MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITISO INVESTMENTS, LLC
P.O. BOX 600
CLINT, TX 79836-060

op
+2500

Geo No. X007-999-0000-0002	Prop ID 126301
Legal Description of the Property E R TALLY SURV 7 ABST #180 (0.20 AC) 79905	
OWNER: CITISO INVESTMENTS LLC	

2024 OVERAGE AMOUNT \$14,376.02

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to: Name: <u>Citiso Investments, LLC</u> Address: <u>P.O. BOX 600</u> City, State, Zip: <u>CLINT, TX 79836</u> Daytime Phone No.: <u>(915) 851-4035</u> E-Mail Address: <u>citisoinvestments@aol.com</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: Check Payment	Check No: 1000261	Date Paid: 08/31/2024	Amount Paid: \$14,376.02
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts) Please check one of the following: <input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. <input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>[Signature]</u>		PRINTED NAME & DATE <u>Edmund Lybo</u>	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: <u>N.H.</u>	Date: <u>6-26-25</u>


ATTACHMENT A

TAX REFUNDS OVER \$2,500

July 8, 2025

1. Douglas Alorgbey, in the amount of \$11,245.01, made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. # C545-999-0050-0600)
2. Corelogic Tax Services LLC, in the amount of \$3,714.30 made an overpayment on December 18, 2024 of 2024 taxes.
(Geo. #E014-999-1200-1600)
3. Jouse Toledano Jr, in the amount of \$4,977.54, made an overpayment on January 28, 2025 of 2024 taxes.
(Geo. #S505-000-0010-0400)
4. Citiso Investments LLC, in the amount of \$14,376.02, made an overpayment on August 31, 2024 of 2024 taxes.
(Geo. #X007-999-0000-0002)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-799, 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

Tax Office, Maria O. Pasillas, (915) 212-0106

AGENDA LANGUAGE:

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

A refund to Samuel Castillo, in the amount of \$233.30 for an overpayment made on January 31, 2022 of 2021 taxes, Geo. No. G686-999-1050-8200. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Samuel Castillo ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on January 31, 2022 in the amount of \$233.30 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Samuel Castillo showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$233.30 is approved.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas
City Tax Assessor/Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

MAY 07 2025

SAMUEL CASTILLO
3205 PORTER AVE
EL PASO, TX 79930-4635

Numero de cuenta G686-999-1050-8200	Prop ID 314527
Descripción legal de la propiedad 105 GRANDVIEW N 70 FT OF 28 & 29 & N 70 FT OF W 20 FT OF 27 (4900 SQ FT)	
3530 DYER ST	
OWNER: SAMUEL AND SILVIA PATRICIA CASTILLO IRRE	

SOBRE PAGO EN 2021: \$233.30

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Estimado Contribuyente:

Nuestros registros indican que hubo un sobrepago hecho a la cuenta y en fecha anteriormente mencionados. Si Usted pagó los impuestos en esta cuenta y cree solemnemente que debe reclamar este reembolso, sirvase completar esta solicitud, firmando y regresándola a nuestra oficina. Si usted no hizo el pago en esta cuenta personalmente, favor de enviar esta carta a quien corresponda. Usted podría solicitar también la transferencia de este sobrepago a otro año o a otra cuenta si así lo desea llenando la información en los espacios indicados o adjuntando una hoja si es necesario.

En reembolsos de \$2500 o más se requiere la aprobación del cuerpo gubernamental. La solicitud de reembolso deberá ser presentada dentro de los tres años siguientes a partir de la fecha del sobrepago o el contribuyente cederá sus derechos sobre éste sobrepago. (Sec. 31.11c)

SOLICITUD PARA REEMBOLSO DE IMPUESTOS: Esta aplicación debe ser completada, firmada, y sometida con la documentación de apoyo para ser válida.

Paso 1. Indentifique al recipiente del reembolso. Muestre información de quien deba recibir el reembolso.	A quien debe regresarse el reembolso:			
	Nombre: <u>Samuel Castillo</u>			
	Dirección: <u>3205 Porter Ave</u>			
	Ciudad, Estado, Zona Postal: <u>El Paso Tx 79930</u>			
	Numera de Teléfono: <u>915) 740-63-56</u>		Correo Electronico:	
Paso 2. Proporcione información de pago. Incluya copia del cheque ya cobrado, recibo original, confirmación de pago en línea, o estado de cuenta bancaria.	Pago hecho por:	No. De cheque	Fecha de pago	Cantidad pagada
	Electronic Check	CC004341634	01/31/2022	\$3,707.37
	CANTIDAD TOTAL PAGADA (suma de total)			
Paso 3. Proporcione razón de este reembolso. Favor de enlistar cualquier cuenta, año, o cantidades que intento pagar con este sobrepago.	Sírvase marcar uno de los siguientes:			
	<input type="checkbox"/> Yo pague esta cuenta por error y me corresponde el reembolso.			
	<input checked="" type="checkbox"/> Yo pague de más en esta cuenta - favor de rembolsar exceso a la dirección marcada en el paso 1. <input checked="" type="checkbox"/>			
	<input type="checkbox"/> Yo quiero que este pago se aplique a los impuestos del próximo año.			
	<input type="checkbox"/> Este pago hubiera sido aplicado a otra cuenta o años enlistados abajo.			
Paso 4. Firme la forma. Solicitudes sin firma no podrán ser procesadas.	Al firmar abajo, estoy solicitando el reembolso descrito arriba y certifico que la información aquí descrita es cierta y verdadera. Reconozco que cualquier persona que de falso testimonio en este registro esta expuesta a una multa o encarcelamiento por violaciones del código penal de Tejas.			
	FIRMA DEL SOLICITANTE (REQUERIDA):		FECHA:	
	<u>Samuel Castillo</u>		<u>May 7-2025</u>	
USO INTERNA:	<input checked="" type="checkbox"/> Aprobada	<input type="checkbox"/> Negada	Por: <u>N.H</u>	Fecha: <u>5-7-25</u>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-836, 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 Alejandra Chávez, (915) 212-0001

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Alejandra Chavez in the amount of \$5,000 from Stanley Jobe.



Legislation Text

File #: 25-844, 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 Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Art Fierro in the amounts of \$250 from Brent Harris, \$1,000 from Lane Gaddy, \$1,000 from Raymond Palacios, \$1,000 from Miguel Fernandez, \$500 from Kelly Tomblin, \$2,500 from Richard Aguilar, \$200 from Richard Porras, \$3,000 from Fred Loya, \$1,000 from Ted Houghton, \$1,000 from Ed Escudero, \$2,500 from Robert L. Bowling IV, \$2,500 from Randall J Bowling, \$750 from Howard Enlow, \$750 from Rachel B Harracksingh, \$1,000 from Stanley P. Jobe, \$300 from Joseph Moody Campaign, \$500 from Renard Johnson, and \$2,500 from Douglas A. Schwartz.



Legislation Text

File #: 25-804, 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

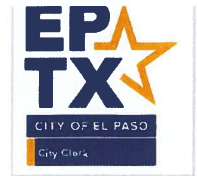
Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), of the El Paso City Code; to add Item: Subsection Zone X: No Parking, 8:00 am to 5:00 pm, Monday through Friday; and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII Restrictions on Parking in Residential Districts), Subsection Zone X (No Parking, 8:00 am To 5:00 pm, Monday through Friday), of the El Paso City Code; to add Items: 1.1600 Block of N. Kansas Street, between E. Schuster Avenue and E Crosby Avenue, West Side only, 2. 1600 Block of N Kansas Street, from E. Schuster Avenue to a Point 180 feet South of E. Schuster Avenue, East Side only., 3. 400 Block of E. Crosby Avenue, Between the alley East of N. Kansas Street and N. Campbell Street, North Side only., 4. 400 Block of E. Crosby Avenue, between N. Kansas Street and N. Campbell Street, South Side only, 5. 500 Block of East Crosby Avenue, between N. Campbell Street and N. Florence Street, North Side only, 6. 500 Block of E. Crosby Avenue, between the alley east of N. Campbell Street and N. Florence Street, South Side only, 7. 1600 Block of N. Florence Street, From 115 feet South of E. Schuster Avenue to E. Crosby Avenue, West Side only, 8. 1600 Block of N. Florence Street, between E. Schuster Avenue and E. Crosby Avenue, East Side only, 9.1600 Block of N. Campbell Street, between E. Schuster Avenue and E. Crosby Avenue, West Side only, and 10. 1600 Block of N. Campbell Street, from a point 170 feet South of E. Schuster Avenue to E. Crosby Avenue, East Side only. The penalty being provided in Chapter 12.88 of the El Paso City Code.

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



DEPARTMENT: STREETS AND MAINTENANCE

AGENDA DATE: 7/8/25

PUBLIC HEARING DATE: 7/22/25

CONTACT PERSON NAME: Randy Garcia, Director

PHONE NUMBER: (915) 212-7005

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII- Restrictions on parking in residential districts), subsection zone x: No parking, 8:00 am to 5:00 pm, Monday through Friday; of the El Paso city code; to add item 1. 1600 block of N Kansas Street, between E Schuster Avenue and E Crosby Avenue, west side only. To add item 2. 1600 block of N Kansas street, from E Schuster Avenue to a point 180 feet south of E Schuster Avenue, east side only. To add item 3. 400 block of E Crosby Avenue, between the alley east of N Kansas Street and N Campbell Street, north side only. To add item 4. 400 block of E Crosby Avenue, between N Kansas street and N Campbell Street, south side only. To add item 5. 500 block of E Crosby Avenue, between N Campbell Street and N Florence Street, north side only. To add item 6. 500 block of E Crosby Avenue, between the alley east of N Campbell Street and N Florence Street, south side only. To add item 7. 1600 block of N Florence Street, from 115 feet south of E Schuster Avenue to E Crosby Avenue, west side only. To add item 8. 1600 block of N Florence Street, between E Schuster Avenue and E Crosby Avenue, east side only. To add item 9. 1600 block of N Campbell Street, between E Schuster Avenue and E Crosby Avenue, west side only. To add item 10. 1600 block of N Campbell Street, from a point 170 feet south of E Schuster Avenue to E Crosby Avenue, east side only. The penalty being provided in chapter 12.88 of the El Paso city code.

BACKGROUND / DISCUSSION:

On October 2024, Streets and Maintenance Department received a service request to establish a Residential Parking District (RPD) from residents on North Campbell St between Schuster Ave and Crosby Ave. Residents are concerned with parking congestion attributed to a new medical office building.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

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:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), OF THE EL PASO CITY CODE; TO ADD ITEM: SUBSECTION ZONE X: NO PARKING, 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY; AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), SUBSECTION ZONE X (NO PARKING, 8:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY), OF THE EL PASO CITY CODE; TO ADD ITEMS: 1. 1600 BLOCK OF N KANSAS STREET, BETWEEN E SCHUSTER AVENUE AND E CROSBY AVENUE, WEST SIDE ONLY., 2. 1600 BLOCK OF N KANSAS STREET, FROM E SCHUSTER AVENUE TO A POINT 180 FEET SOUTH OF E SCHUSTER AVENUE, EAST SIDE ONLY., 3. 400 BLOCK OF E CROSBY AVENUE, BETWEEN THE ALLEY EAST OF N KANSAS STREET AND N CAMPBELL STREET, NORTH SIDE ONLY., 4. 400 BLOCK OF E CROSBY AVENUE, BETWEEN N KANSAS STREET AND N CAMPBELL STREET, SOUTH SIDE ONLY., 5. 500 BLOCK OF EAST CROSBY AVENUE, BETWEEN N CAMPBELL STREET AND N FLORENCE STREET, NORTH SIDE ONLY., 6. 500 BLOCK OF E CROSBY AVENUE, BETWEEN THE ALLEY EAST OF N CAMPBELL STREET AND N FLORENCE STREET, SOUTH SIDE ONLY., 7. 1600 BLOCK OF N FLORENCE STREET, FROM 115 FEET SOUTH OF E SCHUSTER AVENUE TO E CROSBY AVENUE, WEST SIDE ONLY., 8. 1600 BLOCK OF N FLORENCE STREET, BETWEEN E SCHUSTER AVENUE AND E CROSBY AVENUE, EAST SIDE ONLY., 9. 1600 BLOCK OF N CAMPBELL STREET, BETWEEN E SCHUSTER AVENUE AND E CROSBY AVENUE, WEST SIDE ONLY., AND 10. 1600 BLOCK OF N CAMPBELL STREET, FROM A POINT 170 FEET SOUTH OF E SCHUSTER AVENUE TO E CROSBY AVENUE, EAST SIDE ONLY. THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

WHEREAS, residents requested a new establishment of parking restrictions for non-residents; and

WHEREAS, this will improve parking congestion and safety and wellbeing for the neighborhood residents in the area.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), to Add Item:

Zone X: No Parking, 8:00 am to 5:00 pm, Monday through Friday:

SECTION 2. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200

Page 1 of 2

ORDINANCE NO. _____

25-5031-Streets | TRAN-312443 | Ordinance AMD – Title 12 – Campbell St | MMH

(Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone X, No Parking, 8:00 am to 5:00 pm, Monday through Friday; to Add Items:

1. 1600 block of N Kansas Street, between E Schuster Avenue and E Crosby Avenue, west side only.
2. 1600 block of N Kansas Street, from E Schuster Avenue to a point 180 feet south of E Schuster Avenue, east side only.
3. 400 block of E Crosby Avenue, between the alley east of N Kansas Street and N Campbell Street, north side only.
4. 400 block of E Crosby Avenue, between N Kansas Street and N Campbell Street, south side only.
5. 500 block of East Crosby Avenue, between N Campbell Street and N Florence Street, north side only.
6. 500 block of E Crosby Avenue, between the alley east of N Campbell Street and N Florence Street, south side only.
7. 1600 block of N Florence Street, from 115 feet south of E Schuster Avenue to E Crosby Avenue, west side only.
8. 1600 block of N Florence Street, between E Schuster Avenue and E Crosby Avenue, east side only.
9. 1600 block of N Campbell Street, between E Schuster Avenue and E Crosby Avenue, west side only.
10. 1600 block of N Campbell Street, from a point 170 feet south of E Schuster Avenue to E Crosby Avenue, east side only.

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2025.

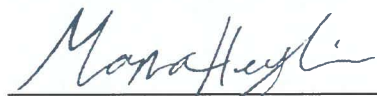
CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Director
Streets & Maintenance Department

ORDINANCE NO. _____

25-5031-Streets | TRAN-312443 | Ordinance AMD – Title 12 – Campbell St | MMH



Legislation Text

File #: 25-805, 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

Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), to add Subsection Zone Y: No Parking Any Time, Decal Required, of the El Paso City Code, to add Item 1: 6629 McFarland Avenue to 6765 McFarland Avenue, both sides; to add Item 2: 300 Del Palmar Court to 309 Del Palmar Court, both sides; to add Item 3: 200 Playa Tronones Avenue to 309 Playa Tronones Avenue, both sides; to add Item 4. 6601 La Puesta Drive to 6765 La Puesta Drive, both sides; to add Item 5: 6700 Ixtapa Place to 6765 Ixtapa Place, both sides; to add Item 6: 300 McFarland Circle to 312 McFarland Circle, both sides; the penalty being provided in Chapter 12.88 of the El Paso City Code.

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



DEPARTMENT: STREETS AND MAINTENANCE

AGENDA DATE: 7/8/25

PUBLIC HEARING DATE: 7/22/25

CONTACT PERSON NAME: Randy Garcia, SAM Director

PHONE NUMBER: (915) 212-7005

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone Y: No Parking Any Time, Decal Required, of the El Paso city code, to ADD ITEM 1: 6629 McFarland Avenue to 6765 McFarland Avenue, both sides; to add item 2: 300 Del Palmar Court to 309 Del Palmar Court, both sides; to add item 3: 200 Playa Tronones Avenue to 309 Playa Tronones Avenue, both sides; to add item 4: 6601 La Puesta Drive to 6765 La Puesta Drive, both sides; to add item 5: 6700 Ixtapa Place to 6765 Ixtapa Place, both sides; to add item 6: 300 McFarland Circle to 312 McFarland Circle, both sides; the penalty being provided in chapter 12.88 of the El Paso city code.

BACKGROUND / DISCUSSION:

In May 2024, Streets and Maintenance received a request from residents in an adjacent neighborhood south of the Westside Sports Complex to establish a Residential Parking District. The neighborhood encompasses all the residential streets of McFarland Ave., Del Palmar Ct., Los Tronones Ave., La Puesta Dr., and McFarland Cir. Residents are concerned with weekend sporting events hosted at the Westside Sports Complex as they cause severe congestion, road obstruction, and visibility concerns for the duration of sporting event.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

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:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), TO ADD SUBSECTION ZONE Y: NO PARKING ANY TIME, DECAL REQUIRED, OF THE EL PASO CITY CODE, TO ADD ITEM 1: 6629 MCFARLAND AVENUE TO 6765 MCFARLAND AVENUE, BOTH SIDES; TO ADD ITEM 2: 300 DEL PALMAR COURT TO 309 DEL PALMAR COURT, BOTH SIDES; TO ADD ITEM 3: 200 PLAYA TRONONES AVENUE TO 309 PLAYA TRONONES AVENUE, BOTH SIDES; TO ADD ITEM 4. 6601 LA PUESTA DRIVE TO 6765 LA PUESTA DRIVE, BOTH SIDES; TO ADD ITEM 5: 6700 IXTAPA PLACE TO 6765 IXTAPA PLACE, BOTH SIDES; TO ADD ITEM 6: 300 MCFARLAND CIRCLE TO 312 MCFARLAND CIRCLE, BOTH SIDES; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

WHEREAS, a parking permit system would alleviate excessive parking and traffic congestion within the La Puesta Del Sol Community when events are hosted at the adjacent Westside Sports Complex.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.200 (Schedule XVII- Restrictions on Parking in Residential Districts), to Add:

Zone Y: No Parking Any Time, Decal Required

1. 6629 McFarland Avenue to 6765 McFarland Avenue, both sides;
2. 300 Del Palmar Court to 309 Del Palmar Court, both sides;
3. 200 Playa Tronones Avenue to 309 Playa Tronones Avenue, both sides;
4. 6601 La Puesta Drive to 6765 La Puesta drive, both sides;
5. 6700 Ixtapa Place to 6765 Ixtapa Place, both sides;
6. 300 McFarland Circle to 312 McFarland Circle, both sides;

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ of _____, 2025.


CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Director
Streets and Maintenance Department



Legislation Text

File #: 25-806, 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 4

Streets and Maintenance, Randy Garcia, (915) 212-7005

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV -Speed Limits), of the El Paso city Cod; to ADD ITEM: Subsection T. Speed limits on Martin Luther King Jr. Boulevard (FM3255); and an Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV -Speed Limits), Subsection T (Speed limits on Martin Luther King Jr. Boulevard (FM3255)), of the El Paso City Code; to ADD ITEMS: 1. 45 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from Loma Real Avenue to Gateway South Boulevard, 2. 55 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from a Point 3.05 Miles South of State Line to Loma Real Avenue, 3. 65 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), from State Line to a Point 3.05 Miles South.

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



DEPARTMENT: STREETS AND MAINTENANCE

AGENDA DATE: 7/8/25

PUBLIC HEARING DATE: 7/22/25

CONTACT PERSON NAME: Randy Garcia, SAM Director

PHONE NUMBER: (915) 212-7005

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL:

7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV–Speed Limits), of the El Paso City Code; to add item: Subsection T. Speed Limits on Martin Luther King Jr. Boulevard (FM 3255); and an ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection T. (Speed Limits on Martin Luther King Jr. Boulevard (FM 3255)), of the El Paso City Code; to add Items: 1. 45 M.P.H. On Martin Luther King Jr. Boulevard (FM 3255), from Loma real avenue to Gateway South Boulevard, 2. 55 M.P.H. On Martin Luther King Jr. Boulevard (FM 3255), from a point 3.05 miles south of State Line to Loma Real Avenue, and 3. 65 M.P.H. On Martin Luther King Jr. Boulevard (FM 3255), from State Line to a point 3.05 miles south.

BACKGROUND / DISCUSSION:

In December 2024, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along Martin Luther King Jr. Boulevard (FM 3255) from the Texas/New Mexico State Line to Gateway South based on the Speed Zone Strip Map Study. The speed zone improvements will function as transition zones and reduce speeds incrementally before motorists enter developed areas.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

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:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), OF THE EL PASO CITY CODE; TO ADD ITEM: SUBSECTION T. SPEED LIMITS ON MARTIN LUTHER KING JR. BOULEVARD (FM3255); AND AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULES XIV – SPEED LIMITS), SUBSECTION T. (SPEED LIMITS ON MARTIN LUTHER KING JR. BOULEVARD (FM3255)), OF THE EL PASO CITY CODE; TO ADD ITEMS: 1. 45 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM LOMA REAL AVENUE TO GATEWAY SOUTH BOULEVARD, 2. 55 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM A POINT 3.05 MILES SOUTH OF STATE LINE TO LOMA REAL AVENUE, AND 3. 65 M.P.H. ON MARTIN LUTHER KING JR. BOULEVARD (FM 3255), FROM STATE LINE TO A POINT 3.05 MILES SOUTH.

WHEREAS, Streets and Maintenance received a request from the Texas Department of Transportation (TxDOT) for speed zone improvements along Martin Luther King Jr. Boulevard (FM 3255) from the Texas/New Mexico State Line to Gateway South based on the Speed Zone Strip Map Study; and

WHEREAS, this ordinance amendment to the speed limits on Martin Luther King Jr. Boulevard (FM 3255) will function as transition zones and reduce speeds incrementally before motorists enter developed areas.

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

SECTION 1. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), to Add Item:

T. Speed limits on Martin Luther King Jr. Boulevard (FM3255):

SECTION 2. An Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.150 (Schedules XIV – Speed Limits), Subsection T (Speed limits on Martin Luther King Jr. Boulevard (FM3255)), to Add Items:

1. 45 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), From Loma Real Avenue to Gateway South Boulevard,
2. 55 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), From a Point 3.05 Miles South of State Line to Loma Real Avenue,
3. 65 M.P.H. on Martin Luther King Jr. Boulevard (FM 3255), From State Line to a Point 3.05 Miles South;

SECTION 3. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

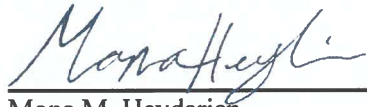
ADOPTED this _____ day of _____, 2025.
CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Director
Streets and Maintenance Department



Legislation Text

File #: 25-758, 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 5

Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Nine City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DISSOLVING TAX INCREMENT REINVESTMENT ZONE NUMBER NINE, CITY OF EL PASO, TEXAS, AND TERMINATING THE BOARD OF DIRECTORS OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the City Council of City of El Paso, Texas (the “City”), previously created Tax Increment Reinvestment Zone Number 9 (the “Zone”), pursuant to the authority granted by Chapter 311 of the Texas Tax Code (the “Act”); and

WHEREAS, the Zone was created by Ordinance No. 018680 on May 16, 2017, to promote development or redevelopment within the Zone; and

WHEREAS, the City previously issued Combination Tax and Revenue Certificates of Obligation (the “Obligations”) to fund projects within the Zone; and

WHEREAS, on June 24, 2025, the City Council approved a resolution, authorizing the defeasance and redemption of certain outstanding Obligations (“Resolution”) in accordance with the provisions of Chapter 1207 of the Texas Government Code (“Chapter 1207”), by depositing and empowering the City to deposit funds and/or securities directly with the place of payment for the Obligations, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, constituting the making of firm banking and financial arrangements for the discharge and full payment of the Obligations; and

WHEREAS, all project costs and obligations of the Zone, including the defeasance and redemption of certain outstanding Obligations, have been paid, defeased, or otherwise resolved; and

WHEREAS, the City Council finds that the purposes for which the Zone was created have been substantially fulfilled and/or the continuation of the Zone is no longer necessary; and

WHEREAS, pursuant to Section 311.017(a) of the Texas Tax Code, a municipality may dissolve a reinvestment zone by ordinance once all project costs, tax increment bonds, and interest on those bonds have been paid or the City has otherwise provided for the payment of such obligations; and

WHEREAS, notice of the public hearing on the dissolution of the Zone was introduced on June 24, 2025: and

WHEREAS, at the public hearing on July 8, 2025, interested persons were allowed to speak for or against the dissolution of the Zone; the public hearing was held in full accordance

with Section 311.003(c) of the Act: and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on July 8, 2025; and

WHEREAS, the City has taken all actions required to dissolve the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, upon the dissolution of the Zone, a remaining balance exists in the Tax Increment Fund ("TIF") established for the Zone, and the City Council finds its appropriate and in the public interest to reallocate a portion of such balance in the amount not to exceed \$2,300,000 to the General Fund to reimburse or fund certain eligible expenses related to improvements, operations, and maintenance of City projects within the boundaries of the former Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the dissolution of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the purposes for which the reinvestment zone was created have been substantially fulfilled and/or the continuation of the reinvestment zone is no longer necessary.

SECTION 3. DISSOLUTION.

The Tax Increment Reinvestment Zone Number 9, City of El Paso, Texas, is hereby dissolved effective September 1, 2025, in accordance with Section 311.017(a) of the Texas Tax Code. All project costs and obligations of the Tax Increment Reinvestment Zone Number 9, City of El Paso, Texas, including the defeasance and redemption of certain outstanding Obligations authorized via Resolution approved by City Council on June 24, 2025, have been paid, defeased, or otherwise resolved.

SECTION 4. TERMINATION OF BOARD.

The Board of Directors of the Tax Increment Reinvestment Zone Number 9 is hereby disbanded

and shall have no further authority or responsibility after the effective date of this Ordinance.

SECTION 5. DISPOSITION OF FUNDS.

Any remaining funds in the Tax Increment Reinvestment Zone Number 9's Tax Increment Fund shall be transferred to the City of El Paso's General Fund or expended in accordance with the final project plan, as permitted by applicable law.

SECTION 6. REALLOCATION OF PORTION OF TIF FUNDS TO GENERAL FUND FOR CITY PROJECTS WITHIN THE FORMER ZONE.

Upon dissolution of the Tax Increment Reinvestment Zone 9, the City Manager, or designee, is hereby authorized to reallocate and transfer an amount not to exceed \$2,300,000 from the remaining balance in the Tax Increment Fund to the City of El Paso's General Fund. Such funds shall be used solely for the purpose of reimbursing or funding expenses incurred by the City related to improvements, operations, or maintenance of City projects within the boundaries of the former Tax Increment Reinvestment Zone 9, and take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

SECTION 7. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of El Paso hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City of El Paso for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

(Signatures Begin on Following Page)

PASSED AND ADOPTED on this ____ day of _____ 2025.

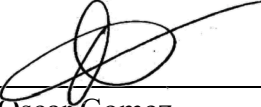
CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla
Director of Economic and International
Development

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DISSOLVING TAX INCREMENT REINVESTMENT ZONE NUMBER NINE, CITY OF EL PASO, TEXAS, AND TERMINATING THE BOARD OF DIRECTORS OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the “City”), pursuant to Chapter 311 of the Texas Tax Code (the “Act”), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, the City Council of City of El Paso, Texas (the “City”), previously created Tax Increment Reinvestment Zone Number 9 (the “Zone”), pursuant to the authority granted by Chapter 311 of the Texas Tax Code (the “Act”); and

WHEREAS, the Zone was created by Ordinance No. 018680 on May 16, 2017, to promote development or redevelopment within the Zone; and

WHEREAS, the City previously issued Combination Tax and Revenue Certificates of Obligation (the “Obligations”) to fund projects within the Zone; and

WHEREAS, on June 24, 2025, the City Council approved a resolution, authorizing the defeasance and redemption of certain outstanding Obligations (“Resolution”) in accordance with the provisions of Chapter 1207 of the Texas Government Code (“Chapter 1207”), by depositing and empowering the City to deposit funds and/or securities directly with the place of payment for the Obligations, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration, and disbursement of such deposit of funds, and such deposit, constituting the making of firm banking and financial arrangements for the discharge and full payment of the Obligations; and

WHEREAS, all project costs and obligations of the Zone, including the defeasance and redemption of certain outstanding Obligations, have been paid, defeased, or otherwise resolved; and

WHEREAS, the City Council finds that the purposes for which the Zone was created have been substantially fulfilled and/or the continuation of the Zone is no longer necessary; and

WHEREAS, pursuant to Section 311.017(a) of the Texas Tax Code, a municipality may dissolve a reinvestment zone by ordinance once all project costs, tax increment bonds, and interest on those bonds have been paid or the City has otherwise provided for the payment of such obligations; and

WHEREAS, notice of the public hearing on the dissolution of the Zone was introduced on June 24, 2025: and

WHEREAS, at the public hearing on July 8, 2025, interested persons were allowed to speak for or against the dissolution of the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act: and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on July 8, 2025; and

WHEREAS, the City has taken all actions required to dissolve the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, upon the dissolution of the Zone, a remaining balance exists in the Tax Increment Fund (“TIF”) established for the Zone, and the City Council finds its appropriate and in the public interest to reallocate a portion of such balance in the amount not to exceed \$2,300,000 to the General Fund to reimburse or fund certain eligible expenses related to improvements, operations, and maintenance of City projects within the boundaries of the former Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the dissolution of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the purposes for which the reinvestment zone was created have been substantially fulfilled and/or the continuation of the reinvestment zone is no longer necessary.

SECTION 3. DISSOLUTION.

The Tax Increment Reinvestment Zone Number 9, City of El Paso, Texas, is hereby dissolved effective ~~July 8, 2025~~ September 1, 2025, in accordance with Section 311.017(a) of the Texas Tax Code. All project costs and obligations of the Tax Increment Reinvestment Zone Number 9, City of El Paso, Texas, including the defeasance and redemption of certain outstanding Obligations authorized via Resolution approved by City Council on June 24, 2025, have been paid, defeased, or otherwise resolved.

SECTION 4. TERMINATION OF BOARD.

The Board of Directors of the Tax Increment Reinvestment Zone Number 9 is hereby disbanded and shall have no further authority or responsibility after the effective date of this Ordinance.

SECTION 5. DISPOSITION OF FUNDS.

Any remaining funds in the Tax Increment Reinvestment Zone Number 9's Tax Increment Fund shall be transferred to the City of El Paso's General Fund or expended in accordance with the final project plan, as permitted by applicable law.

SECTION 6. REALLOCATION OF PORTION OF TIF FUNDS TO GENERAL FUND FOR CITY PROJECTS WITHIN FORMER ZONE.

Upon dissolution of the Tax Increment Reinvestment Zone 9, the City Manager, or designee, is hereby authorized to reallocate and transfer an amount not to exceed \$2,300,000 from the remaining balance in the Tax Increment Fund to the City of El Paso's General Fund. Such funds shall be used solely for the purpose of reimbursing or funding expenses incurred by the City related to improvements, operations, or maintenance of City projects within the boundaries of the former Tax Increment Reinvestment Zone 9, and take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

SECTION 7. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of El Paso hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City of El Paso for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this ____ day of _____ 2025.

CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Bragalla
Director of Economic and International
Development



Legislation Text

File #: 25-760, 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

Economic and International Development, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

An Ordinance of the City Council of the City of El Paso, Texas, dissolving Tax Increment Reinvestment Zone Number Ten, City of El Paso, Texas, and terminating the Board of Directors of the zone; providing a severability clause; and providing an effective date.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DISSOLVING TAX INCREMENT REINVESTMENT ZONE NUMBER TEN, CITY OF EL PASO, TEXAS, AND TERMINATING THE BOARD OF DIRECTORS OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act: and

WHEREAS, the City Council of City of El Paso, Texas (the "City"), previously created Tax Increment Reinvestment Zone Number 10 (the "Zone"), pursuant to the authority granted by Chapter 311 of the Texas Tax Code (the "Act"), and

WHEREAS, on December 19, 2017, the City Council of the City of El Paso, Texas, approved Ordinance No. 018749, approving the creation of the Zone to promote development or redevelopment within the Zone; and

WHEREAS, on May 29, 2018, the City Council of the City of El Paso, Texas, approved Ordinance No. 018791, expanding the boundary of the Reinvestment of the Zone Number Ten; and

WHEREAS, on June 6, 2023, the City Council of the City of El Paso, Texas, approved Ordinance No. 019509, reducing the boundaries Reinvestment of the Zone Number Ten; and

WHEREAS, the City Council finds that the purposes for which the Zone was created have been substantially fulfilled and/or the continuation of the Zone is no longer necessary; and

WHEREAS, all project costs and obligations of the Zone have been paid: and

WHEREAS, no bonds have been issued for the Zone thus far; and

WHEREAS, pursuant to Section 311.017(a) of the Texas Tax Code, a municipality may dissolve a reinvestment zone by ordinance once all project costs, tax increment bonds, and interest on those bonds have been paid or the City has otherwise provided for the payment of such obligations

WHEREAS, notice of the public hearing on the dissolution of the Zone was introduced on June 24, 2025: and

WHEREAS, at the public hearing on July 8, 2025, interested persons were allowed to speak for or against the dissolution of the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act: and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on July 8, 2025; and

WHEREAS, the City has taken all actions required to dissolve the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, upon the dissolution of the Zone, a remaining balance exists in the Tax Increment Fund (“TIF”) established for the Zone, and the City Council finds its appropriate and in the public interest to reallocate any remaining balance to the General Fund to reimburse or fund certain eligible expenses related to improvements, operations, and maintenance of City projects located in the boundaries of District 1.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the dissolution of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the purposes for which the reinvestment zone was created have been substantially fulfilled and/or the continuation of the reinvestment zone is no longer necessary.

SECTION 3. DISSOLUTION.

The Tax Increment Reinvestment Zone Number 10, City of El Paso, Texas, is hereby dissolved effective September 1, 2025, in accordance with Section 311.017(a) of the Texas Tax Code.

SECTION 4. TERMINATION OF BOARD.

The Board of Directors of the Tax Increment Reinvestment Zone Number 10 is hereby disbanded and shall have no further authority or responsibility after the effective date of this Ordinance.

SECTION 5. DISPOSITION OF FUNDS.

Any remaining funds in the Tax Increment Reinvestment Zone Number 10’s Tax Increment Fund shall be transferred to the City of El Paso’s General Fund or expended in accordance with the final project plan, as permitted by applicable law.

SECTION 6. REALLOCATION OF PORTION OF TIF FUNDS TO GENERAL FUND FOR CITY PROJECTS.

Upon dissolution of the Tax Increment Reinvestment Zone 10, the City Manager, or designee, is hereby authorized to reallocate and transfer any remaining balance from the Tax Increment Fund to the City of El Paso's General Fund. Such funds shall be used solely for the purpose of reimbursing or funding expenses incurred by the City related to improvements, operations, or maintenance of City projects located in the boundaries of District 1 , and take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

SECTION 7. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of El Paso hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City of El Paso for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this ____ day of _____ 2025.


CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasmalla, Director
Economic and International Development

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DISSOLVING TAX INCREMENT REINVESTMENT ZONE NUMBER TEN, CITY OF EL PASO, TEXAS, AND TERMINATING THE BOARD OF DIRECTORS OF THE ZONE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act: and

WHEREAS, the City Council of City of El Paso, Texas (the "City"), previously created Tax Increment Reinvestment Zone Number 10 (the "Zone"), pursuant to the authority granted by Chapter 311 of the Texas Tax Code (the "Act"), and

WHEREAS, on December 19, 2017, the City Council of the City of El Paso, Texas, approved Ordinance No. 018749, approving the creation of the Zone to promote development or redevelopment within the Zone; and

WHEREAS, on May 29, 2018, the City Council of the City of El Paso, Texas, approved Ordinance No. 018791, expanding the boundary of the Zone; and

WHEREAS, on June 6, 2023, the City Council of the City of El Paso, Texas, approved Ordinance No. 019509, reducing the boundaries of the Zone; and

WHEREAS, the City Council finds that the purposes for which the Zone was created have been substantially fulfilled and/or the continuation of the Zone is no longer necessary; and

WHEREAS, all project costs and obligations of the Zone have been paid: and

WHEREAS, no bonds have been issued for the Zone thus far; and

WHEREAS, pursuant to Section 311.017(a) of the Texas Tax Code, a municipality may dissolve a reinvestment zone by ordinance once all project costs, tax increment bonds, and interest on those bonds have been paid or the City has otherwise provided for the payment of such obligations

WHEREAS, notice of the public hearing on the dissolution of the Zone was introduced on June 24, 2025: and

WHEREAS, at the public hearing on July 8, 2025, interested persons were allowed to speak for or against the dissolution of the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Act: and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on July 8, 2025; and

WHEREAS, the City has taken all actions required to dissolve the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, upon the dissolution of the Zone, a remaining balance exists in the Tax Increment Fund (“TIF”) established for the Zone, and the City Council finds its appropriate and in the public interest to reallocate any remaining balance to the General Fund to reimburse or fund certain eligible expenses related to improvements, operations, and maintenance of City projects within the boundaries of the former Zone.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, THAT:

SECTION 1. RECITALS INCORPORATED.

The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

SECTION 2. FINDINGS.

That the City Council, after conducting the above-described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

- (a) That the public hearing on the dissolution of the reinvestment zone has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and
- (b) That the purposes for which the reinvestment zone was created have been substantially fulfilled and/or the continuation of the reinvestment zone is no longer necessary.

SECTION 3. DISSOLUTION.

The Tax Increment Reinvestment Zone Number 10, City of El Paso, Texas, is hereby dissolved effective September 1, 2025, in accordance with Section 311.017(a) of the Texas Tax Code.

SECTION 4. TERMINATION OF BOARD.

The Board of Directors of the Tax Increment Reinvestment Zone Number 10 is hereby disbanded and shall have no further authority or responsibility after the effective date of this Ordinance.

SECTION 5. DISPOSITION OF FUNDS.

Any remaining funds in the Tax Increment Reinvestment Zone Number 10’s tax increment fund shall be transferred to the City of El Paso’s General Fund or expended in accordance with the final project plan, as permitted by applicable law.

SECTION 6. REALLOCATION OF PORTION OF TIF FUNDS TO GENERAL FUND FOR CITY PROJECTS WITHIN THE FORMER ZONE.

Upon dissolution of the Tax Increment Reinvestment Zone 10, the City Manager, or designee, is hereby authorized to reallocate and transfer any remaining balance from the Tax Increment Fund to the City of El Paso's General Fund. Such funds shall be used solely for the purpose of reimbursing or funding expenses incurred by the City related to improvements, operations, or maintenance of City projects located within the boundaries of District 1, and take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

SECTION 7. SEVERABILITY CLAUSE.

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of El Paso hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 8. OPEN MEETINGS.

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City of El Paso for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

PASSED AND ADOPTED on this ____ day of _____ 2025.

CITY OF EL PASO, TEXAS:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla
Director of Economic and International
Development



Legislation Text

File #: 25-736, 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

Extraterritorial Jurisdiction

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.

An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the extension of Ninth Street from Frank Avenue to La Mesa, delete the proposed collector connection from Horizon Boulevard to I-10, and downgrade Gomez Road from West Terminus to Upper Valley Road to collector.

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



DEPARTMENT: Capital Improvement

AGENDA DATE: 6/24/25

PUBLIC HEARING DATE: 7/8/25

CONTACT PERSON NAME: Joaquin Rodriguez

PHONE NUMBER: 915-212-0065

DISTRICT(S) AFFECTED: 8, ETJ

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

SUBGOAL:

SUBJECT: An ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the extension of Ninth Street from Frank Avenue to La Mesa, delete the proposed collector connection from

BACKGROUND / DISCUSSION:

The requested change for Gomez Road is associated with an application for the Neighborhood Traffic Management Program. The neighborhood's request for traffic calming currently does not qualify because of the road's classification as a Major Arterial. Surrounding development is low-density residential. The Streets and Maintenance Department conducted a

COMMUNITY AND STAKEHOLDER OUTREACH:

No objections were received from reviewing departments. Staff has no objections to the requested amendments. City Plan Commission Recommended unanimous approval (5/8/2025).

PRIOR COUNCIL ACTION:

Plan El Paso was formally adopted by the El Paso City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City of El Paso. The 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NA

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Joaquin Rodriguez

Digitally signed by Joaquin Rodriguez
Date: 2025.06.09 11:03:03 -06'00'

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE EXTENSION OF NINTH STREET FROM FRANK PLACE TO LA MESA STREET; TO DELETE THE PROPOSED COLLECTOR CONNECTION FROM HORIZON BOULEVARD TO I-10; AND TO DOWNGRADE GOMEZ ROAD FROM WEST TERMINUS TO UPPER VALLEY ROAD TO COLLECTOR.

WHEREAS, *Plan El Paso* was formally adopted by the El Paso City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City of El Paso (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, the 2025 Proposed Thoroughfare System map is contained within the City’s Comprehensive Plan and contemplates all proposed arterials; and

WHEREAS, a well-planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

WHEREAS, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

WHEREAS, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

WHEREAS, the City Council finds that the adoption of *Plan El Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit “A”:

- 1) Gomez Road from its west terminus to Upper Valley Road is downgraded to a collector road.
- 2) The extension of Ninth Street from Frank Place to La Mesa Street through the Outlet Shoppes of El Paso is deleted.
- 3) The proposed collector connection from Horizon Boulevard to I-10 that runs through the Desert Wind Pk-8 Campus is deleted.

(Signatures begin on the following page)

ADOPTED this _____ day of _____, 2025.

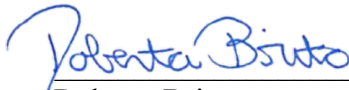
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



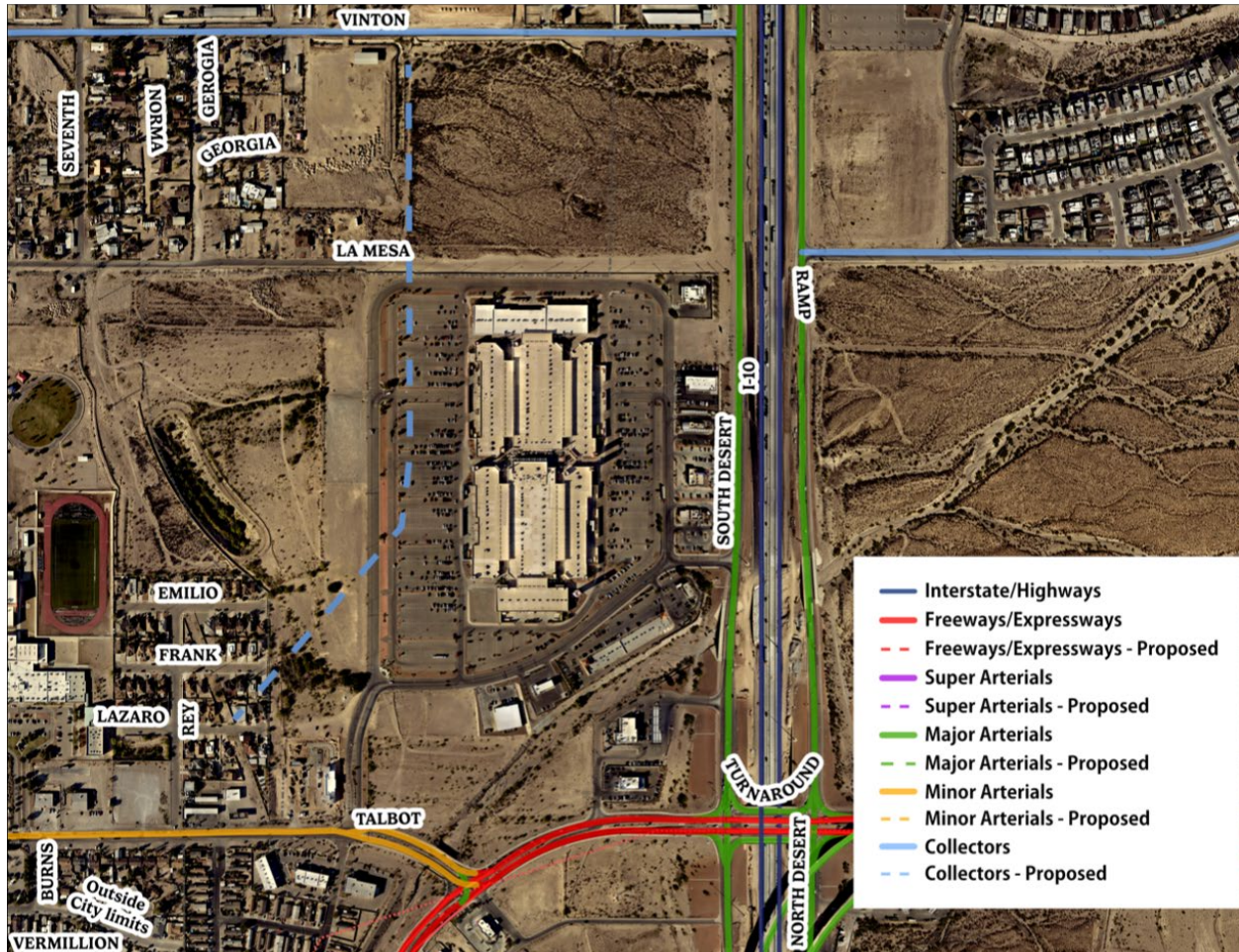
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

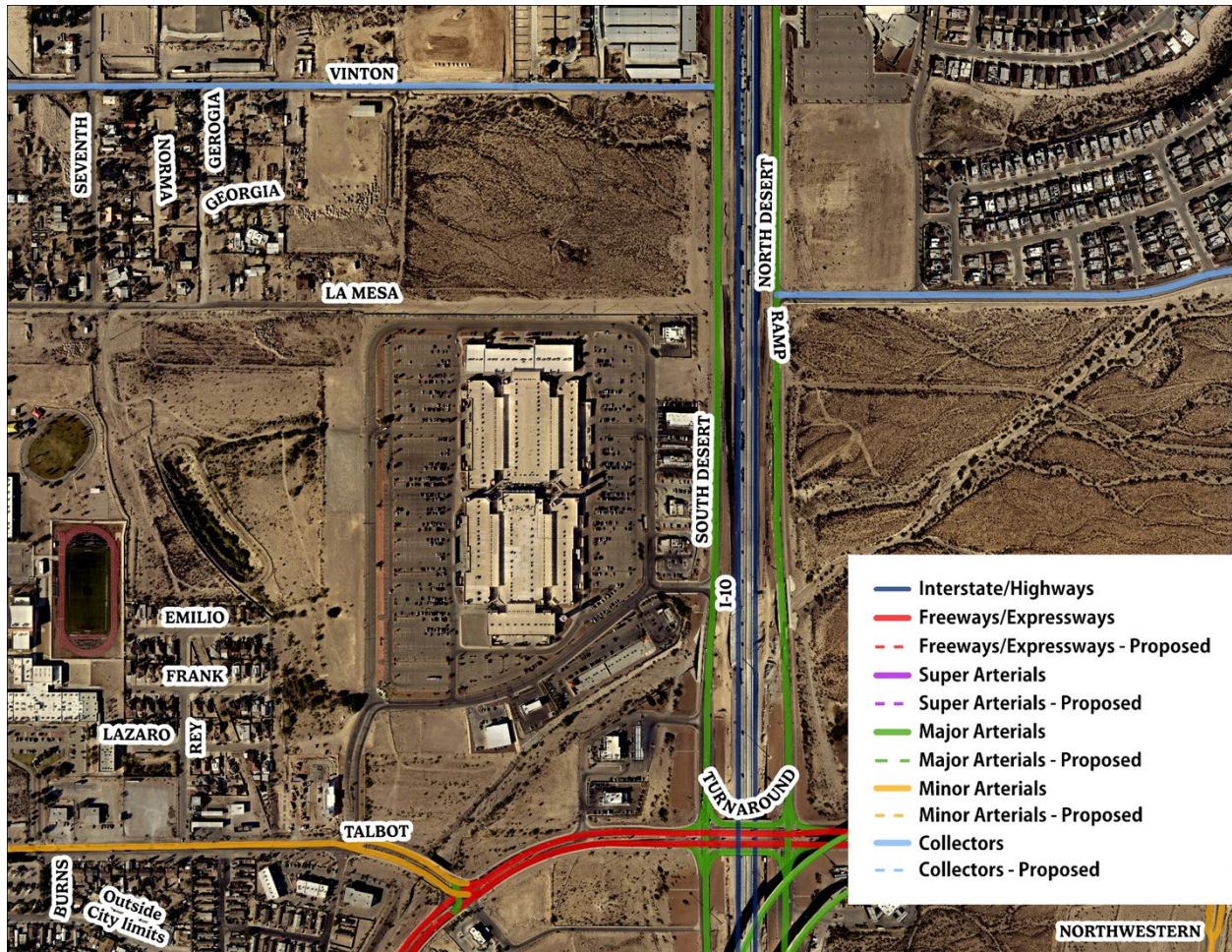


Joaquin Rodriguez, AICP
Director - CID Grant Funded Programs

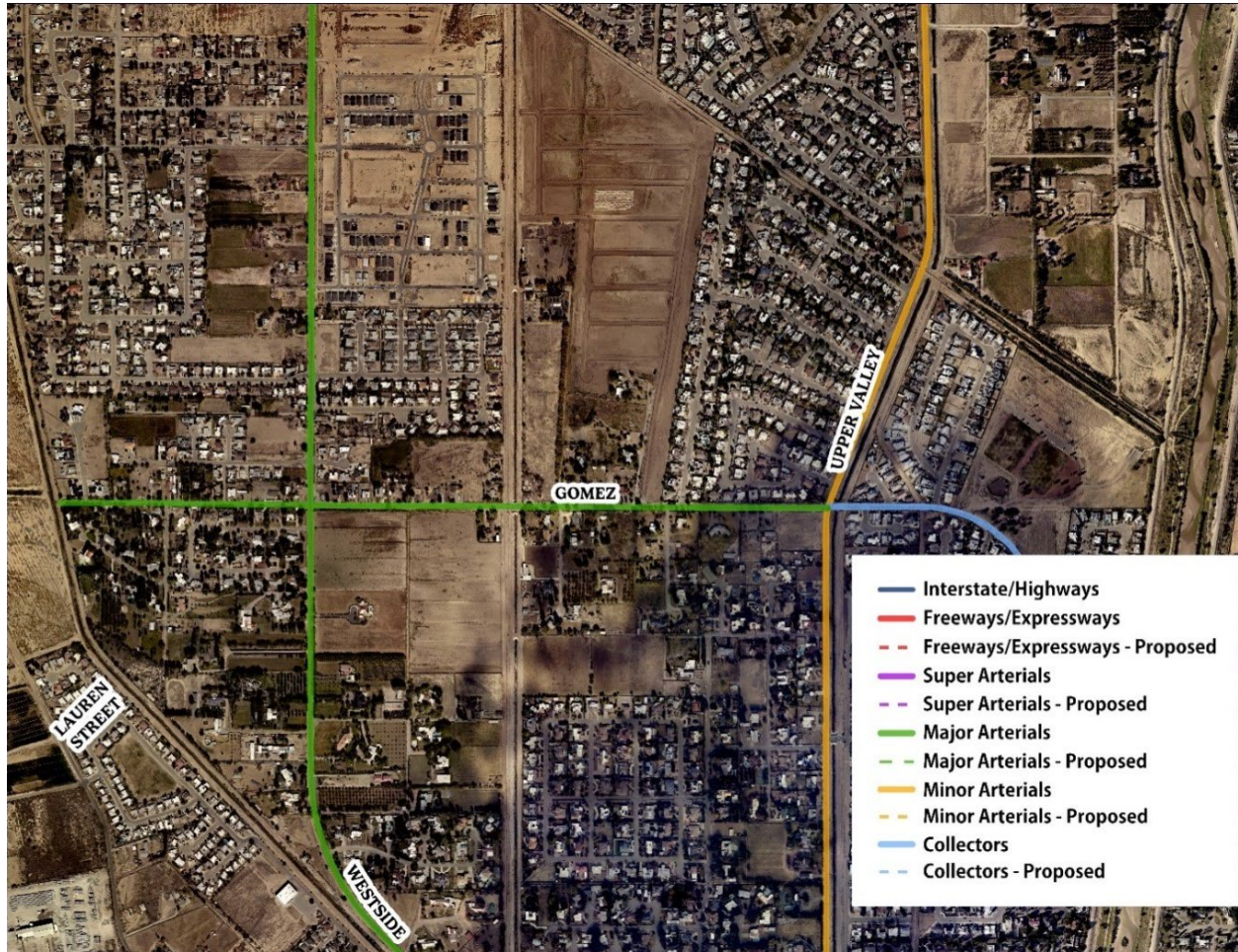
Exhibit "A" Existing 2025 Major Thoroughfare Plan



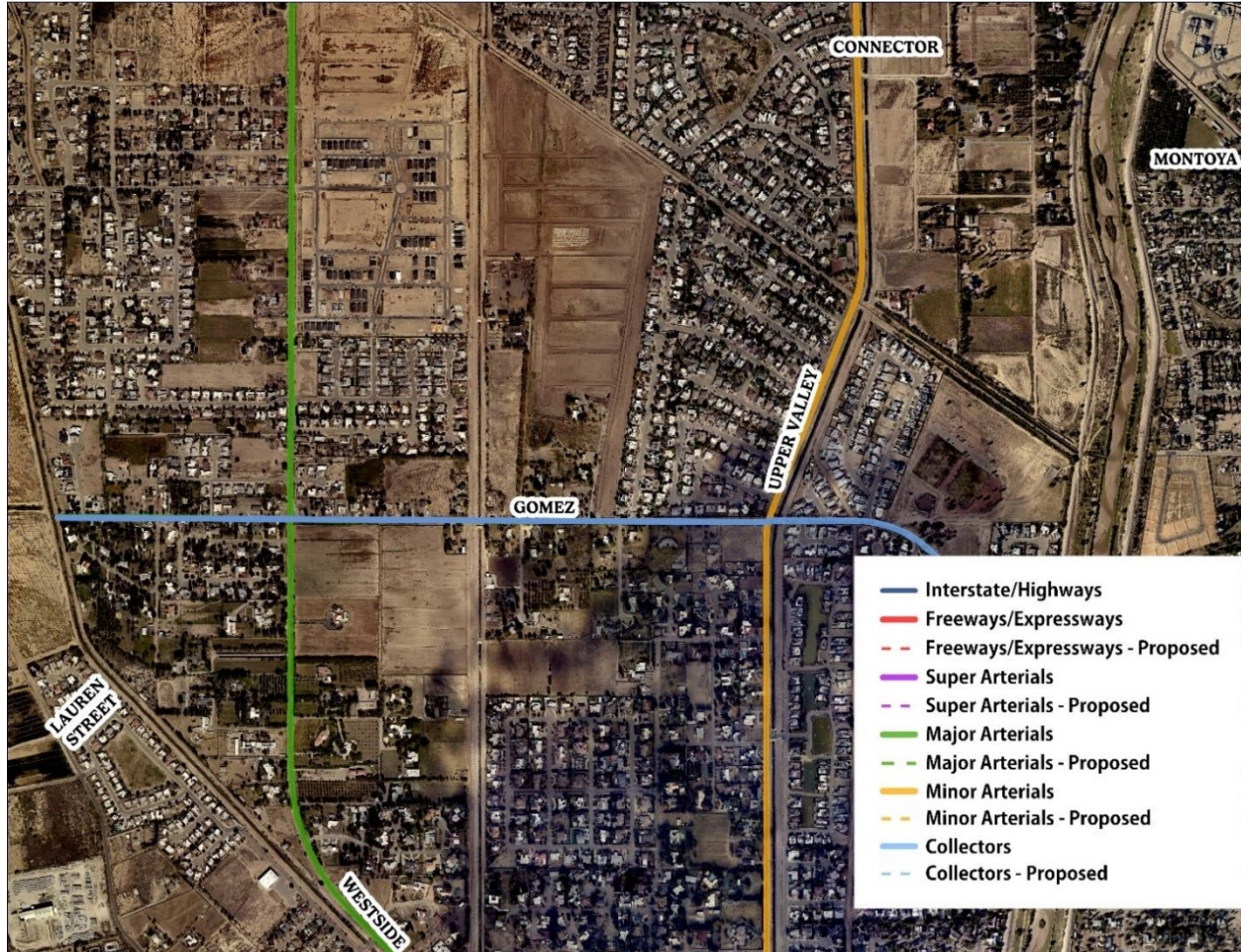
Requested 2025 Proposed Major Thoroughfare Plan



Existing 2025 Major Thoroughfare Plan



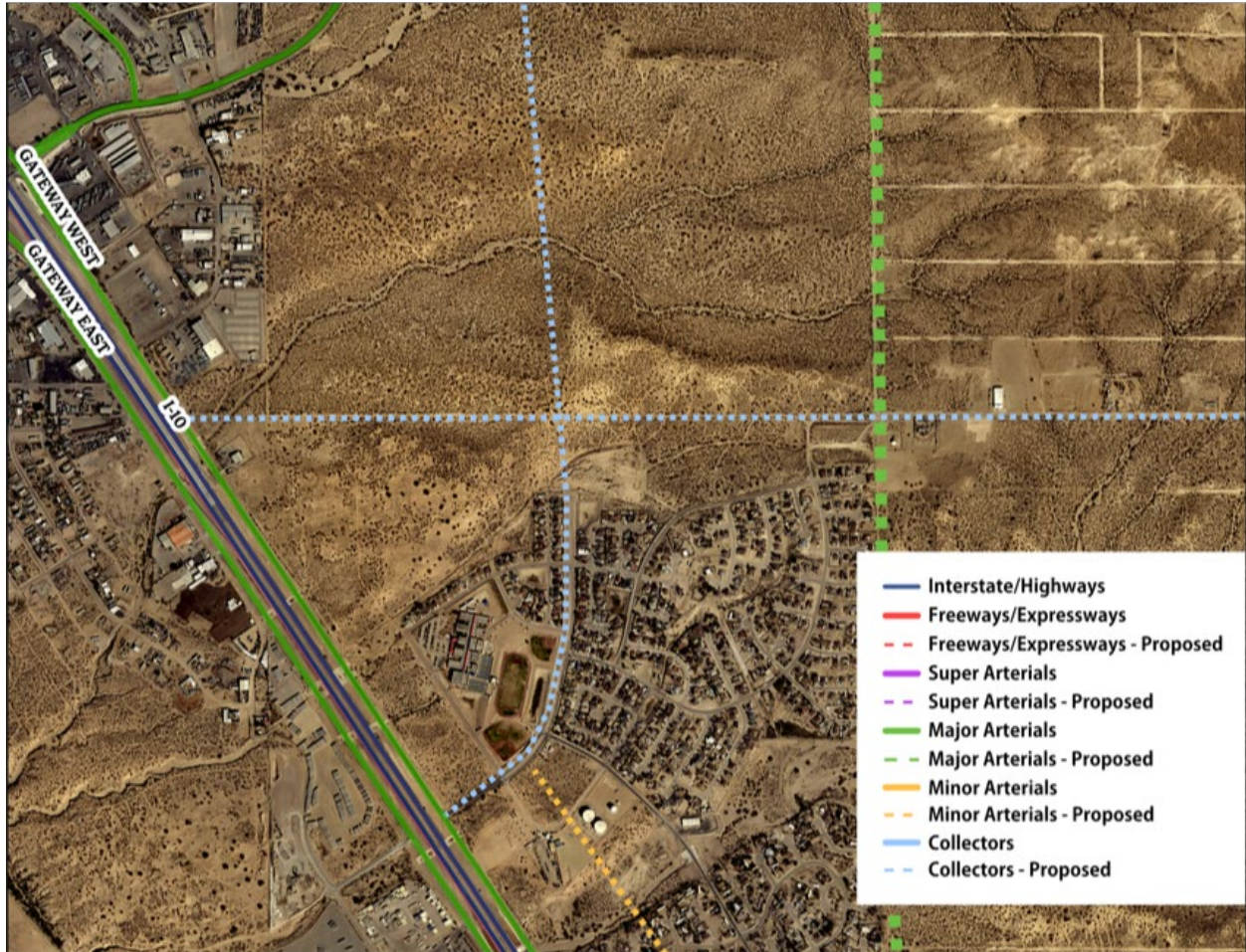
Requested 2025 Proposed Major Thoroughfare Plan



Existing 2025 Major Thoroughfare Plan



Requested 2025 Proposed Major Thoroughfare Plan





Legislation Text

File #: 25-818, **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 7

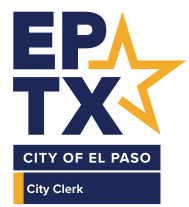
Members of the City Council, Representative Lily Limón, (915) 212-1031

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 expenditure of District 7 discretionary funds in an amount not to exceed one thousand dollars (\$1,000) to supplement the cost of a mural commissioned by the Mission Trail Association to be located on the Nestor Valencia Transfer Center. This expenditure will serve the municipal purpose of fostering community pride, and enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the implementation of art in the architecture of municipal structures.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$1,000.00, to supplement the cost of a mural commissioned by the Mission Trail Association in collaboration with artist Robert Dozal to be located on the Nestor Valencia Transfer Center building subject to the mural design being approved by the City, serves the municipal purpose of fostering community pride, and enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the implementation of art in the architecture of municipal structures; and

That the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents, after review and approval by the City Attorney's office, necessary to ensure that the funds are properly expended for the municipal purpose. Specifically, the disbursement of the amounts requested by the Mission Trail Association will be on a reimbursement basis, provided the amount requested does not exceed a total of \$1,000, and the mural is subject to the terms and conditions of the contract between the City and the Mission Trail Association for the use of the Nestor Valencia Transfer Center.

APPROVED this _____ day of _____ 2025.


THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney



Legislation Text

File #: 25-826, 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

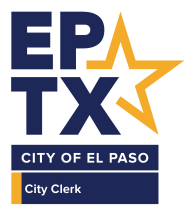
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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 coordinate with the City of Sunland Park, New Mexico, to draft a Memorandum of Understanding (MOU) and present it to Council within 60 days, establishing procedures for the mutual exchange of development and public safety-related information for coordinated communication along the shared Texas-New Mexico boundary (border) to proactively manage growth and maintain transparency for both communities.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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



Legislation Text

File #: 25-843, 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

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.

Discussion and action to approve a Resolution that the City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the Representative of District 8 desires to use discretionary funds for celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

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

THAT City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$10,000.00 for costs related to stage rental, audio/visual equipment, entertainment, hiring of off-duty law enforcement officers or private security officers, barrier rental for vehicle pedestrian control, permitting fees, and/or portable restroom rental related to the holding of the Segundo Barrio Community Block Party by the Southside Neighborhood Association, which serves the municipal purpose of fostering community pride, encouraging civic engagement, and celebrating the heritage and culture of one of the oldest neighborhoods in El Paso's history.

THAT the City Attorney be authorized to negotiate and the City Manager be authorized to sign an appropriate contract and contract amendment to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

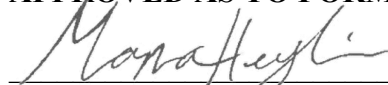
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney



Legislation Text

File #: 25-807, 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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks and Recreation, Pablo Caballero, (915) 212-8018

AGENDA LANGUAGE:

*This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may
include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".*

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders for Solicitation 2025-0485 Sports Officials to George Heredia dba Paso USSSA for a term of three (3) years for an estimated amount of \$3,207,222.00. This contract will provide services for sports officials and assigners for city sponsored softball leagues.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$435,372.00 for the three (3) years term, which represents a 15.71% increase due to hourly rate increases and the addition of a new sports category for Adult Slow Pitch Softball - Tournament Pool & Bracket Play.

Department:	Parks & Recreation
Award to:	George Heredia dba Paso USSSA
City & State:	El Paso, TX
Item(s):	ALL
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,069,074.00
Initial Term Estimated Award:	\$3,207,222.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$3,207,222.00
Account(s):	451-1000-51270-522110-P5113

Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Parks & Recreation Departments recommend award as indicated to George Heredia dba Paso USSSA under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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



DEPARTMENT: Parks & Recreation Department
Purchasing & Strategic Sourcing
AGENDA DATE: July 8, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Pablo Caballero, Director
Claudia A. Garcia, Director
DISTRICT(S) AFFECTED: All

PHONE NUMBER: (915) 212-8018
PHONE NUMBER: (915) 212-0043

SUBJECT:

Discussion and action on the Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders for solicitation 2025-0485 Sports Officials to George Heredia dba Paso USSSA for a term of three (3) years for an estimated amount of \$3,207,222.00.

BACKGROUND / DISCUSSION:

This contract will provide sports officials and assigners for city sponsored softball leagues.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

SELECTION SUMMARY:

Exemption as per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non- competitive award. Prior solicitations were 2025-0105 and 2025-0306.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$435,372.00 for the three (3) years term, which represents a 15.71% increase due to hourly rate increases and the addition of a new sports category for Adult Slow Pitch Softball - Tournament Pool & Bracket Play.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$3,207,222.00
Funding Source: General Fund
Account: 451-1000-51270-522110-P5113

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	N/A

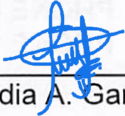
2025-0485 Sports Officials

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

DEPARTMENT HEAD:



Pablo Caballero, Parks & Recreation Director



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of July 8, 2025

Award Summary:

Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders for solicitation 2025-0485 Sports Officials to George Heredia dba Paso USSSA for a term of three (3) years for an estimated amount of \$3,207,222.00. This contract will provide services for sports officials and assigners for city sponsored softball leagues.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$435,372.00 for the three (3) years term, which represents a 15.71% increase due to hourly rate increases and the addition of a new sports category for Adult Slow Pitch Softball - Tournament Pool & Bracket Play.

Department:	Parks & Recreation
Award to:	George Heredia dba Paso USSSA
City & State:	El Paso, TX
Item(s):	ALL
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$1,069,074.00
Initial Term Estimated Award:	\$3,207,222.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$3,207,222.00
Account(s):	451-1000-51270-522110-P5113
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Parks & Recreation Departments recommend award as indicated to George Heredia dba Paso USSSA under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

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

~~HA~~ GEORGE HEBEDIA

Business Name

PASO USSSA

Agenda Item Type

20'25 0485 SPORT OFFICIALS

Relevant Department

PARK AND RECREATION

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: _____

Date: _____

6/9/2025