

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

December 02, 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: 344-011-128#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on December 2, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

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

At the prompt, please enter Conference ID: 344-011-128#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

9:00 A.M. PLEDGE OF ALLEGIANCE

Young Women's Leadership Academy at the invitation of City Representative Lily Limón

MAYOR'S PROCLAMATIONS

Fort Bliss Boss Day

Greater El Paso Association of Realtors (GEPAR) Day

Bishop Mark Seitz & Border Migrant Advocates Day

35th Anniversary of the El Paso Hispanic Chamber of Commerce

10:00 A.M. ROLL CALL

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

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR. PH.D.

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 November 18, 2025. [25-1427](#)

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 [25-102](#)

CONSENT AGENDA - RESOLUTIONS:

3. A Resolution authorizing the City Manager to sign an agreement regarding Mutual Cooperation between the City of El Paso and the El Paso Community Foundation to continue the cooperative relationship for cultural programming initiatives and projects promoting the visual image of the City of El Paso. [25-1417](#)

All Districts

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766
City Attorney's Office, Jesus A. Quintanilla, (915) 212-1046

4. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). [25-1392](#)

Districts 1, 2, 3, 7, 8

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

5. A Resolution that the closure of the right-of-way within the City of El Paso for the New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026, 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 St. between Franklin Ave. and Texas Ave., 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. [25-1416](#)
Applicant: Parks and Recreation Department

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

6. A Resolution that the tax roll is hereby approved and constitutes the final 2025 tax roll for all entities, including the ratified tax rate for Socorro Independent School District, Tornillo Independent School District, and Tornillo Water District, for which the City Tax Assessor/Collector collects taxes. [25-1425](#)

All Districts

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

CONSENT AGENDA - BOARD APPOINTMENTS:

7. Marlene Gonzalez to the Historic Landmark Commission by Representative Ivan Niño, District 5. [25-1435](#)

Members of the City Council, Representative Ivan Niño, (915) 212-0005

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

8. 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 overpayment exceeding the three (3) year limit. (See Attachment B) [25-1426](#)

All Districts

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

CONSENT AGENDA - BIDS:

9. The award of Solicitation 2025-0231 Zoo Produce Diet (Re-bid) to Olus Distributing, Inc. for an initial term of three (3) years for an estimated amount of \$338,013.00. The award also includes a two (2) year option for an estimated amount of \$225,342.00. The total contract time is for five (5) years for a total estimated amount of \$563,355.00. This contract will provide fresh produce for Zoo animals. [25-1422](#)

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$288,013.01 for the initial term, which represents a 576.03% increase due to additional contract years and price increases.

Department:	Zoo
Award to:	Olus Distributing, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,671.00
Initial Term Estimated Award:	\$338,013.00
Option Term Estimated Award:	\$225,342.00

Total Estimated Award: \$563,355.00
Account(s): 452-3400-52140-P5241-531100
Funding Source(s): Zoo Operations
District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing, 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.

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Zoo, Gary A. Lunsford, (915) 212-2800

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.

10. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of \$152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

[25-1412](#)

District 7

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

11. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of \$165,000; such real

[25-1413](#)

property legally described as Alameda & Piedras-PID 212380.

District 8

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

12. An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas.

[25-1414](#)

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alex Alejandre, (915) 212-1642

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

13. An Ordinance granting a Special Privilege License to Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of City Right-of-way at 312 E. Overland Avenue, El Paso, Texas; setting the license term for ten years (10) with one (1) renewable ten (10) year term.

[25-1415](#)

Subject Property: 312 E. Overland Avenue
Applicant: Comanche EP LLC PSPN25-00002

District 8

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Armida R. Martinez, (915) 212-1605

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

14. An Ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

[25-1430](#)

Extraterritorial Jurisdiction and District 8

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

15. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of \$130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

[25-1361](#)

District 8

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

16. An Ordinance vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas.

[25-1335](#)

Subject Property: North of Los Mochis Dr. and West of Interstate 10

Applicant: Chanate Partners, LTD, SUET24-00006

District 1

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

17. Discussion and action on a Resolution determining the City of El Paso's voting allocation for candidates to the El Paso Central Appraisal District Board of Directors.

[25-1429](#)

All Districts

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

18. Discussion and action on a Resolution authorizing the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to support initiatives, events, and meetings for District 1. Funds will be used to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events. Authorization is also requested for the purchase of related items such as food & drinks including but not limited to water, refreshments, snacks, prizes, recognition or award items, and event supplies and materials. Events will take place at various community locations, included but not limited to city parks, Dorris Van Doren Library, Don Haskins Rec Center, and the Westside Regional Command Center.

[25-1431](#)

District 1

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

19. Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

[25-1436](#)

All Districts

Members of the City Council, Representative Ivan Niño, (915) 212-0005

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

20. Discussion and action on Agreement No. 2022-0924, with Target Solutions Learning, LLC dba Vector Solutions to provide Vector Solutions Software, a training management system, each fiscal year as governed by City Council's

[25-1423](#)

approval of the annual City budget.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Fire, Chief Jonathan P. Killings, (915) 212-5665

21. Discussion and action on the award of Solicitation 2025-0510R Stop Loss to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,987,728.00.

[25-1421](#)

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$254,574.00 for the initial term, which represents an increase of 4.44% as a result of a higher number of employees.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	All
Initial Term:	1 Year
Option Term:	NA
Total Contract Time:	1 Year
Annual Estimated Award:	\$5,987,728.00
Initial Term Estimated Award:	\$5,987,728.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$5,987,728.00
Account(s):	209-3500-521370-14045-P1414
Funding Source(s):	Self-Insurance Fund
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Aetna Life Insurance Company the highest ranked offeror 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.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Human Resources, Mary L. Wiggins, (915) 212-1267

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 WEDNESDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1427, 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 November 18, 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

November 18, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

St. Mark's Elementary School at the Invitation of City Representative Alejandra Chávez

Rex Arellano
Noelle Arellano
Martin Bengochea
Oscar Camarero
Luciana Camarero
Emiliana Gonzalez-Payan
Caroline Harrell
Elias Haydar
Danika Moctezuma
Aleksandra Moctezuma
Bryan Plundo
Camile Plundo

MAYOR'S PROCLAMATIONS

Public Health Thank You Day

National Family Caregivers Month

50th Annual C.D. Jarvis Basketball Tournament Week

Hidden Disabilities Sunflower Program Month

Eddie Guerrero Day

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:40 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Deanna Maldonado-Rocha at 11:02 a.m.

INVOCATION BY PASTOR LUPE GARCIA FROM GRACE CHRISTIAN CHURCH

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

There was no public comment before the items were considered.

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

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Wanda Helgesen
3. Ms. Claudia Contreras Siller
4. Mr. Ron Comeau
5. Ms. Patricia Osmond
6. Mr. Eddie Chavez, Jr.
7. Mr. Chris Hernandez
8. Ms. Evvyanna Buch

NOTICE TO THE PUBLIC

*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **APPROVE, AS REVISED**, 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 October 28, 2025, the Regular City Council Meeting of November 4, 2025, and the Work Session of November 3, 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 be authorized to sign an Agreement for Professional Services by and between the City of El Paso and RS&H, Inc. a professional limited liability company, for a project known as “Architect and Engineering Services for the El Paso International Airport SIDA Ramp Expansion” for an amount not to exceed \$697,936.47; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of

\$797,936.47; 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 the execution of the Agreement.

4.

***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 be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and MNK Architects, Inc., a professional limited liability company, for a project known as "Architect and Engineering Services for the El Paso Police Department Westside Regional Command Center" for an amount not to exceed \$612,642.18; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$712,642.18; 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 the execution of the Agreement.

5.

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

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Public Safety Office of the State of Texas; and

WHEREAS, the El Paso City Council seeks to receive grant funding through the grant/application number 5649201, for the El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026"; and

WHEREAS, the El Paso City Council designates the City Manager or her designee as the City's authorized official.

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

1. **THAT**, the City Manager or designee is authorized to submit to the Public Safety Office of the State of Texas, grant application number 5649201, for the City of El Paso Police Department project identified as "Bullet Resistant Components for Law Enforcement Vehicles FY2026" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant, if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the Public Safety Office of the State of Texas.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

6.

***RESOLUTION**

WHEREAS, Parks & Recreation Department (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 (hereinafter referred to as "the City") for the **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23, 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 St. between Franklin Ave. and Texas Ave. and Texas Ave. Between Oregon St. and Octavia St.** 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 **WinterFest 2025 Opening Day & Lights Parade event from Saturday, November 22, 2025, 6:00 am to 6:00 am. on Sunday, November 23,** 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 St. between Franklin Ave. and Texas Ave. and Texas Ave. between Oregon St. and Octavia St.** 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.

7.

***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and **Alta Planning+Design, Inc.** a California, USA, foreign for-profit corporation, authorized to transact business in Texas, for a project known as **"2025-0163 Bike Plan Update"** for an amount not to exceed \$400,000.00.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000.00 and sign any amendments to the agreement.

8.

***RESOLUTION**

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

That the City Council approves a change order in the amount of \$16,485.18 to International Eagle Enterprises, Inc. for the cost of water usage on the landscape irrigation, landscape planting, and landscape establishment for the Rojas Drive Widening Project, Contract No. 2022-0747. The original contract amount was \$12,024,880.90. The new contract sum, including this change order notice and any previous change orders, is \$12,056,583.01. There is no change in contract time resulting from this change order. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

9.

***RESOLUTION**

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Climate, Sustainability, and Energy Program (the "Program") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Program for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

10.

***RESOLUTION**

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

That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") between the **CITY OF EL PASO** (the "CITY"), and the **PASO DEL NORTE COMMUNITY FOUNDATION** (the "PDNCF"), a non-profit 501(c)(3) organization in El Paso, Texas (collectively, the "Parties") to coordinate with the Veterans and Military Affairs Division (the "Division") to provide a not-for-profit vehicle for gifts from private and other donors for the benefit of the Division for a term of five (5) years and shall automatically renew for successive additional one (1) year periods.

Ms. Patricia Osmond, citizen, commented.

11.

***RESOLUTION**

WHEREAS, the Sun Bowl Association (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 Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 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 Copia St. between La Luz Ave. and Tularosa Ave. 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 Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 am to 2:00 pm on Thursday, November 27, 2025, 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 Copia St. between La Luz Ave. and Tularosa Ave. 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.

.....
CONSENT AGENDA – BOARD APPOINTMENTS:
.....

- 12.** *Motion made, seconded, and unanimously carried to **APPOINT** Jordan Furman to the El Paso Housing Finance Corporation by Mayor Renard U. Johnson.

.....
CONSENT AGENDA – NOTICE FOR NOTATION:
.....

- 13.** *Motion made, seconded, and unanimously carried to **NOTE** the Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2025 - October 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

Ms. Patricia Osmond, citizen, commented.

.....
14. ITEM: For Notation Only - Delinquent Hotel Occupancy Tax Report as of October 31, 2025.

Mayor Johnson and Representatives Chávez, Acevedo, Niño, Limón, and Canales commented.

Mr. Jose Padilla, Capital Partner with Delgado Acosta Spencer Linebarger & Perez, LLP, commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Jose Espino, Financial Reporting Coordinator
- Ms. Karla Nieman, City Attorney
- Mr. Juan Gonzalez, Senior Assistant City Attorney

Ms. Patricia Osmond, citizen, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the Regular Agenda.

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and unanimously carried to **NOTE** the Delinquent Hotel Occupancy Tax Report as of October 31, 2025.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

.....
CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:

-
15. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue a Purchase Order(s) to increase contract 2016-891R Delinquency Tax Collection Services to Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC. This change order will increase referenced contract by \$360,000.00 for a total estimated amount not to exceed \$1,950,000.00. This change order will add capacity to the contract to cover services until the expiration of the contract, December 2026.

Department:	Tax Office
Award to:	Delgado, Acosta, Spencer, Linebarger & Perez, LLP and Appraisal & Collection Technologies LLC
City & State:	San Antonio, TX
Current Contract Estimated Award:	\$1,590,000.00
Change Order Amount:	\$360,000.00
Total Estimated Award:	\$1,950,000.00
Account(s):	206-3700-19040-522020
Funding Source(s):	Enterprise Funds
District(s):	All

This was a Request for Qualifications - Services Contract.

CONSENT AGENDA – BEST VALUE PROCUREMENTS:

16.

*Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0458 Security Services Police to TriCorps Security Inc., for a three (3) year term for an estimated amount of \$522,823.68. This contract will provide daily security guard services for the headquarters of the City of El Paso Police Department.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$49,623.68, which represents a 10.49% increase due to additional service hours and increase in hourly rates.

Department:	Police
Award to:	TriCorps Security Inc.
City & State:	Oklahoma City, OK
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$174,274.56
Initial Term Estimated Award:	\$522,823.68
Option Term Estimated Award:	N/A
Total Estimated Award:	\$522,823.68
Account(s):	321-1000-522120-21100
Funding Source(s):	General Fund
District(s):	2

This was a Best Value Bid Procurement - services contract.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to TriCorps Security Inc., 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.

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried that Ordinances 17 through 22, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

-
17. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of \$130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

-
18. An Ordinance vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas.

Subject Property: North of Los Mochis Dr. and West of Interstate 10
Applicant: Chanate Partners, LTD, SUET24-00006

.....

PUBLIC HEARING WILL BE HELD ON DECEMBER 2, 2025, FOR ITEMS 17 AND 18

.....

19. An Ordinance granting Special Permit No. PZST25-00009, to allow for infill development with reduction to average lot width and side yard setback on the property described as Lot 5, Block 37, Magoffin Addition, 911 Tays Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for 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.

Subject Property: 911 Tays Street
Applicant: Luis Herrera, PZST25-00009

-
20. An Ordinance changing the zoning of the property described as Lot 7 and Lot 8, Block 10, Eastwood Section 1, 7804 and 7808 Bois D' Arc Drive, City of El Paso, El Paso County, Texas from R-3 (Residential) to S-D (Special Development), pursuant to Section 20.04.360, and approving a detailed site development plan pursuant to Section 20.04.150 and 20.10.360 of the El Paso City Code to allow for a medical office as permitted in the S-D (Special Development) zone district. 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: 7804 and 7808 Bois D' Arc Drive
Applicant: Adaeze A. Onuoha, PZRZ24-00026

-
21. An Ordinance changing the zoning of a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (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: 3550 Rich Beem Blvd.

Applicant: Lawson Apartments LLC, PZRZ25-00009

-
22. An Ordinance granting Special Permit No. PZST25-00004, to allow for a ballroom on the property described as a portion of Lot 2, Block 1, Ibarra Subdivision, City of El Paso, El Paso County, Texas pursuant to Section 20.04.260 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.

Subject Property: 3550 Rich Beem Blvd.

Applicant: Lawson Apartments LLC, PZST25-00004

.....

PUBLIC HEARING WILL BE HELD ON DECEMBER 16, 2025, FOR ITEMS 19 THROUGH 22

.....

23. *Motion made, seconded, and unanimously carried to **DELETE** the introduction of an Ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.
-
24. *Motion made, seconded, and unanimously carried to **DELETE** the introduction of an Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).
-

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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25. **ORDINANCE 019812**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF E.R. TALLEY SURVEYS NO. 6 AND 7, 4600 EDNA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-1 (LIGHT MANUFACTURING) TO R-5 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Kevin Smith, Planning and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Acevedo commented.

Motion duly made by Representative Acevedo, seconded by Representative Chávez, 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**.

.....

26. **ITEMS 26 THROUGH 29 WERE TAKEN TOGETHER**

ORDINANCE 019813

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.22 (WATER AND WASTEWATER IMPACT FEES), BY ADDING SECTION 15.22.200 (EXEMPTIONS) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION.**

Ms. Patricia Osmond, citizen, commented.

27. **ORDINANCE 019814**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS, ARTICLE II (SUBDIVISION STANDARDS), CHAPTER 19.18 (TRAFFIC IMPACT ANALYSIS), CHAPTER 19.23 (EASEMENTS, BLOCK AND LOT DESIGN AND IMPROVEMENT STANDARDS), AND ARTICLE VI (DEFINITIONS), CHAPTER 19.50 (DEFINITIONS) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 19.42 OF THE EL PASO CITY CODE.**

28. **ORDINANCE 019815**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.02 (GENERAL DEFINITIONS), CHAPTER 20.04 (ADMINISTRATIVE PROVISIONS), CHAPTER 20.10 (SUPPLEMENTAL USE REGULATIONS), APPENDIX A (TABLE OF PERMISSIBLE USES), APPENDIX B (TABLE OF DENSITY AND DIMENSIONAL STANDARDS), AND APPENDIX C (TABLE OF PARKING REQUIREMENTS AND STANDARDS), IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 20.24 OF THE EL PASO CITY CODE.**

29. **ORDINANCE 019816**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 21 (SMARTCODE), CHAPTER 21.10 (GENERAL TO ALL PLANS), CHAPTER 21.30 (NEW COMMUNITY PLANS), CHAPTER 21.40 (INFILL COMMUNITY PLANS), CHAPTER 21.50 (BUILDING SCALE PLANS), CHAPTER 21.70 (DEFINITION OF TERMS), AND 21.80 (TABLES) IN ORDER TO COMPLY WITH THE UPDATED REQUIREMENTS IN ACCORDANCE WITH SENATE BILL 15 AND SENATE BILL 840 OF THE TEXAS 89TH LEGISLATIVE SESSION. THE PENALTY IS AS PROVIDED IN 21.60 OF THE EL PASO CITY CODE.**

Mr. Kevin Smith, Planning and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the city Clerk's Office).

Representatives Chávez, Acevedo, Maldonado-Rocha, and Canales commented.

Mr. Russell Abeln, Senior Assistant City Attorney, commented.

Motion duly made by Representative Limón, seconded by Representative Canales, 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**.

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The City Council Meeting was **RECESSED** at 12:42 a.m. for lunch.

The City Council Meeting was **RECONVENED** at 1:47 a.m.

.....
REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:
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30. Presentation and discussion on the current status of Environmental Services Department (ESD) median maintenance program.

Mr. Nicholas Ybarra, Environmental Services Department Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

31. Presentation and discussion on the progress of developing the Climate Action Plan, with the next deliverable due on December 1st. This detailed document will outline various strategic initiatives and objectives aimed at mitigating climate-related risks and bolstering resilience within our community.

Mr. Fernando Berjano, Senior Climate Program Manager, 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.

NO ACTION was taken on this item.

32. Presentation and discussion on the 50th Year (2024-2025) Consolidated Annual Performance and Evaluation Report (CAPER) for the City of El Paso's U.S. Department of Housing and Urban Development (HUD) entitlement programs: Community Development Block Grant (CDBG), including CDBG-CV (CARES Act) funds, HOME Investment Partnerships Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons with AIDS (HOPWA).

Ms. Nickole Rodriguez, Community and Human Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Limón and Canales commented.

Ms. Patricia Osmond, citizen, commented.

NO ACTION was taken on this item.

33. Presentation and discussion on the Environmental Services Department 5 year Capital Improvement Plan.

Mr. Nicholas Ybarra, Environmental Services Department Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Chávez and Acevedo commented.

Ms. Dionne Mack, City Manager, commented.

NO ACTION was taken on this item.

REGULAR AGENDA – OTHER BUSINESS:

34. RESOLUTION

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

That the El Paso City Council approves the list of projects on Exhibit "A" attached hereto, totaling approximately \$4,160,000.00 as the established list of Destination El Paso Capital Improvement Program projects for FY 2025 through FY 2026 and the use of the identified funding sources and that the City Manager, or designee, be authorized to make all necessary budget transfers prior to the execution of the projects.

Mr. Jose Garcia, President and Chief Executive Officer for Destination El Paso, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Ben Fyffe, Quality of Life Managing Director
- Mr. Robert Cortinas, Chief Financial Officer

Motion made by Alternate Mayor Pro Tempore Fierro, 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

35. RESOLUTION

WHEREAS, El Paso MHMR d/b/a Emergency Health Network ("EHN"), a Local Mental Health Authority and Community Center is established under the Texas Health and Safety Code; and

WHEREAS, on or about December 10, 2018, the City of El Paso ("City") and EHN had entered into an Interlocal Agreement ("Original Agreement") to establish and operate a Crisis Intervention Team ("CIT"); and

WHEREAS, on or about February 7, 2023 and December 17, 2024, the City and EHN entered into subsequent Interlocal Agreements to continue the operation of the CIT; and

WHEREAS, both Parties wish to continue to operate the CIT.

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and El Paso MHMR d/b/a Emergency Health Network for the purpose of continuing to operate a Crisis Intervention Team ("CIT") in the City of El Paso.

Representatives Chávez, Acevedo, Limón, and Canales commented.

The following City staff members commented:

- Assistant Police Chief Juan Briones
- Police Chief Peter Pacillas

Ms. Patricia Osmond, citizen, commented.

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

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

NAYS: None

.....

RESOLUTION

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement and Parks and Recreation Departments require a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from investment interest and project savings to complete the East Side Regional Park Phase 2 in accordance with updated project scope and expenditure needs, as respectively listed and referenced below:

BT Number	Fund	Project	Increase / (Decrease)
BT2026-0117	4741	PCPBALANCE	(\$464,612.65)
BT2026-0117	4743	PCPBALANCE	(\$23,384.06)
BT2026-0117	4743	PCPBALANCE	(\$35,102.79)
BT2026-0117	4743	PCPBALANCE	(\$1,280,439.88)
BT2026-0117	4745	PCPBALANCE	(\$21,442.27)
BT2026-0117	4746	PCPBALANCE	(\$327,084.74)
BT2026-0117	4741	PCP13PRKA06	\$464,612.65
BT2026-0117	4743	PCP13PRKA06	\$23,384.06
BT2026-0117	4743	PCP13PRKA06	\$35,102.79
BT2026-0117	4743	PCP13PRKA06	\$1,280,439.88
BT2026-0117	4745	PCP13PRKA06	\$21,442.27
BT2026-0117	4746	PCP13PRKA06	\$327,084.74
BT2026-0117	4740	PCP13PRKA06I	\$17,566.21
BT2026-0117	4741	PCP13PRKA06I	\$76,779.02
BT2026-0117	4743	PCP13PRKA06I	\$629,440.39

BT2026-0117	4745	PCP13PRKA06I	\$1,402,519.34
BT2026-0117	4746	PCP13PRKA06I	\$334,406.27

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

Mayor Johnson and Representatives Niño and Limón commented.

The following City staff members commented:

- Mr. Sasho Andonoski, Management and Budget Director
- Mr. Robert Cortinas, Chief Financial Officer

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

37.

RESOLUTION

WHEREAS, the City of El Paso ("City") was the owner of approximately 2,313 acres of real property generally located on the northeast part of the City of El Paso (the "NE Property"); and

WHEREAS, on October 2, 2018, the City Council adopted Ordinance No. 018849, establishing Tax Increment Financing Reinvestment Zone Number Thirteen, City of El Paso, Texas ("TIRZ 13"), in accordance with the Tax Increment Financing Act, as amended (Chapter 311 of the Texas Tax Code, hereinafter called the "Act"), to promote development of the NE Property through the use of tax increment financing; and

WHEREAS, on October 30, 2018 the City Council of the City consented to the land exchange agreement between the City and FSW Investments, LP ("FSW"); and

WHEREAS, on November 13, 2018 through Ordinance No.018871, the City entered into a Land Exchange Agreement with FSW wherein the City exchanged the NE Property for approximately 44 acres situated in the northwest part of the City of El Paso; and

WHEREAS, on January 8, 2019 the City Council supported the introduction and passage of legislation during the 86th Texas Legislative session relating to the creation of the City of El Paso Municipal Management District No. 1 (the "District") encompassing the NE Property; providing authority to issue bonds; and providing authority to impose assessments, fees, or taxes; and

WHEREAS, on June 14, 2019 Texas House Bill 4730 was enacted and became law as Chapter 3972 of the Texas Special District Local Laws Code, effective January 1, 2020,

creating the District as a special district under Section 59, Article XVI, Texas Constitution, and providing authority for the District to issue and impose assessments, fees, or taxes; and

WHEREAS, under Section 3972.0107, except as otherwise provided by Chapter 3972, the provisions of Chapter 375, Texas Local Government Code ("Chapter 375"), apply to the District; and

WHEREAS, Section 375.207(a) requires municipal approval of the plans and specifications of improvements projects financed by bonds or other obligations issued by a municipal management district, and Section 375.207(b) authorizes a municipality to give prior approval of a capital improvements budget for a period not to exceed five (5) years, and if such budget is approved, the district may finance the improvements and issue bonds specified in the budget without further municipal approval; and

WHEREAS, the District has submitted to the City a proposed Five-Year Capital Improvements and Maintenance Plan ("Plan") describing the public improvements and maintenance projects to be undertaken within the District; and

WHEREAS, the City Council finds that approval of the Plan is in the best interests of the City and its residents, promotes economic development within the District, and satisfies the municipal consent requirement of Chapter 375, without creating any obligation or indebtedness of the City.

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

1. That the City Council hereby approves the District's Five-Year Capital Improvements and Maintenance Plan as *Exhibit A***, attached hereto, for the period 2025 through 2029, as submitted.
2. This approval constitutes the City's prior approval of the Plan under Section 375.207(b). The District may finance the improvements and issue bonds or other obligations for the projects
3. Nothing in this Resolution, nor in the City's approval of the Plan, creates or constitutes any debt or liability of the City, nor does it pledge the City's credit, taxing power, or revenues. All bonds or obligations issued for the approved projects shall be solely those of the District and payable only from its own revenues.
4. This approval only applies to the projects and expenditures described in the Plan and shall remain in effect for a period not to exceed five (5) years from the date of the approval. Any material amendment, extension, or new project not included in the approved Plan shall require separate City Council approval.

Ms. Patricia Osmond, citizen, commented.

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

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

NAYS: None

WHEREAS, the City of El Paso owns hundreds of streets maintained by the Department of Environmental Services; and

WHEREAS, the city wishes to authorize the establishment of an Adopt-a-Street Program that will provide an opportunity for participants to clean and beautify public spaces in the City of El Paso.

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

That the City Manager or designee be authorized to establish an Adopt-a-Street Program for the City of El Paso.

That the City Manager or designee be authorized to develop guidelines, implement pilot projects and take any actions necessary to establish and implement the Adopt-a-Street Program.

That the City Manager or designee be authorized to, after review and approval by the City Attorney's Office, sign any related agreements, amendments to such agreements and documents necessary to carry out the intent of this resolution.

That the City Manager or designee be authorized to establish the funding sources and effectuate any budget transfers necessary to carry out the intent of this resolution.

Mr. Randy Garcia, Streets and Maintenance Director, introduced the item and commented.

Ms. Kelly Leyva, Streets and Maintenance Engineering Associate, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Mr. Nicholas Ybarra, Environmental Services Director

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Niño, 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

.....
Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 3:52 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 #: 25-102, 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 #: 25-1417, 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

Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

City Attorney's Office, Jesus A. Quintanilla, (915) 212-1046

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager to sign an agreement regarding Mutual Cooperation between the City of El Paso and the El Paso Community Foundation to continue the cooperative relationship for cultural programming initiatives and projects promoting the visual image of the City of El Paso.

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



DEPARTMENT: Museums & Cultural Affairs Department

AGENDA DATE: December 2, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Ben Fyffe

PHONE NUMBER: (915) 212-1766

2nd CONTACT PERSON NAME: Jesus A. Quintanilla

PHONE NUMBER: (915) 212-1046

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural & Educational Opportunities

SUBGOAL:

4.2 Create innovative recreational, education and cultural programs

SUBJECT:

A Resolution authorizing the City Manager to sign an agreement regarding mutual cooperation between the City of El Paso and the El Paso Community Foundation for cultural programming initiatives and projects promoting the visual image of the City of El Paso.

BACKGROUND / DISCUSSION:

The El Paso Community Foundation (EPCF) and The City of El Paso entered into a 5-year Agreement Regarding Mutual Cooperation on December 8, 2020 to establish a cooperative relationship for cultural programing initiatives and projects.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has previously approved similar agreements that support programming such as Chalk the Block with the El Paso Community Foundation.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT REGARDING MUTUAL COOPERATION BETWEEN THE CITY OF EL PASO AND THE EL PASO COMMUNITY FOUNDATION TO CONTINUE THE COOPERATIVE RELATIONSHIP FOR CULTURAL PORGRAMMING INITIATIVES AND PROJECTS PROMOTING THE VISUAL IMAGE OF THE CITY OF EL PASO.

WHEREAS, the Museum and Cultural Affairs Departments is a department of the City of El Paso; and

WHEREAS, the El Paso Community Foundation is a 501 (c) (3) non-profit corporation located in the City of El Paso; and

WHEREAS, the parties entered into a 5-year Agreement Regarding Mutual Cooperation on December 8, 2020 to establish a cooperative relationship for cultural programing initiatives and projects and preapproved reimbursement of expenses; and

WHEREAS, the Parties wish to continue serving the City's strategic goal of promoting the visual image of the City of El Paso .

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

1. That the City Manager be authorized to sign an Agreement Regarding Mutual Cooperation (the "Agreement") with the El Paso Community Foundation.
2. That the City Manager be authorized to sign amendments to the Agreement provided that such amendments to do not obligate the City to any financial responsibility.
3. That the City Manager be authorized to delegate the authority under this Resolution.

APPROVED this ____ day of _____ 2025.

(Signatures on the following page)

CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyfe, Managing Director
Quality of Life.

AGREEMENT REGARDING MUTUAL COOPERATION

THIS AGREEMENT REGARDING MUTUAL COOPERATION (this “Agreement”) is entered into on December 2, 2025 (the “Effective Date”) by and between the CITY OF EL PASO, a home rule municipality (the “City”), and EL PASO COMMUNITY FOUNDATION (the “EPCF”), a non-profit 501(c)(3) corporation in El Paso, Texas (collectively, the “Parties”).

WHEREAS, the Museum and Cultural Affairs Department (MCAD or the “Department”) is a department of the City;

WHEREAS, the EPCF desires to cooperate with MCAD, to support the Department’s efforts to provide cultural programing initiatives and projects to the El Paso community.

WHEREAS, in order to better accomplish the goals listed above, it will be beneficial for: the MCAD to provide certain services to the EPCF and EPCF to provide certain services to MCAD and for the parties to reimburse one another for expenses as further specified in this Agreement;
NOW, THEREFORE, MCAD and the EPCF agree as follows:

1. Initial Term and Automatic Renewals. Unless terminated sooner as provided in this Agreement, the term of this Agreement shall be for a period of ten (10) years from the Effective Date (the “Initial Term”). The Initial Term will automatically be extended for a period of five (5) years from the end of the Initial Term unless either party submits thirty (30) calendar days’ advance written notice to the other party of their intention to not renew (“Renewal Term”). The Agreement will automatically be extended for a period of five (5) years from the end of the Renewal Term unless either party submits thirty (30) calendar days’ advance written notice to the other party of their intention to not renew (“Second Renewal Term”).

2. Definition of “Community”. For purposes of this Agreement, the word Community shall mean the municipal city limits of the City of El Paso.

3. Agreements by the EPCF. Until the expiration of the Term of this Agreement or the earlier termination of thereof, the EPCF hereby agrees to use commercially reasonable efforts to:

- a. Coordinate with MCAD to promote cultural programing initiatives and projects.
- b. Provide a not-for-profit vehicle for gifts from private and other donors for the benefit cultural programing initiatives and projects.
- c. Work with MCAD staff on annual priorities for Community outreach.
- d. To the extent allowed by law, reimburse MCAD for cultural programing initiatives and project expenses preapproved in writing by the President of EPCF.

Notwithstanding any of the foregoing to the contrary, in no event shall the EPCF required to take any action or refrain from taking any action that may, in the EPCF's sole discretion, cause the EPCF to be in violation of applicable Internal Revenue Code rules or regulations or other applicable law.

4. **Agreements of the City and MCAD.** Until the expiration of the Term of this Agreement or the earlier termination thereof, MCAD agrees to use commercially reasonable efforts to:

- a. Allow the EPCF to use any creative design, logos, photography or other intellectual property and business or branding, which may be owned by MCAD or its agents or assignees for purposes of continuity and association between MCAD and the EPCF; and
- b. To the extent allowed by law, reimburse EPCF for cultural programming initiative and project expenses preapproved in writing by the Director of MCAD.

5. **Recognition of Joint Efforts.** During the term of this Agreement, the City and the EPCF agree to acknowledge the joint efforts of each other during presentations to third parties. Additionally, for all projects wherein the City and the EPCF are working together under this Agreement, printed and online materials shall contain a reference to such relationship with language such as "presented jointly by MCAD and EPCF" or such other language as the parties may reasonably agree to in writing.

6. **Termination and Amendments.**

- a. Either Party may terminate this Agreement at any time upon thirty (30) calendar days' advance written notice to the other Party.
- b. Unless the Agreement is terminated sooner as provided above, or the Parties amend the Agreement in advance of termination, this Agreement will terminate upon the expiration of the Term as may be automatically renewed in accordance with Section 1 above.
- c. This Agreement may be amended or extended by the written authority of the City Manager.

7. **Disputes and Cure Rights.** The EPCF and the City agree to use good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes before exercising the termination rights set forth in Section 3 so long as the City is not required to incur any financial obligation for participation in mediation or other non-binding alternate dispute resolution processes. If the Parties' good faith efforts to resolve any breaches of this Agreement or any disputes regarding the subject matter and transactions contemplated by this Agreement through mediation or other non-binding alternate dispute resolution processes shall be unsuccessful after a period of thirty (30) days, the Parties agree that the sole remedy therefor shall be to exercise the termination rights set forth in Section 3.

8. Notices. With respect to any notice required or permitted to be given in connection with Agreement (a “Notice”), such Notice shall be deemed received three (3) days after deposit of such Notice in the United States Certified Mail, return receipt requested, postage pre-paid, addressed to: (i) the City at the address given for the principal representative of the City listed below.

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With Copy to:	Museums and Cultural Affairs Department Attention: Director 400 W. San Antonio Ave. Ste. A El Paso, Texas 79901
EPCF:	El Paso Community Foundation Attn: President 333 N. Oregon, 2 nd Fl. El Paso, Texas 79901

9. Modification of this Agreement. This Agreement may be modified only by written agreement by the Parties.

10. Assignment. The Parties may not assign any obligations or rights under this Agreement without the express written consent of the other Party.

11. No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

12. Independent Contractors. The City and the EPCF are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the EPCF nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

13. Headings. The paragraph or section headings contained in this Agreement are for reference purposes only and do not control the meaning or interpretation of this Agreement.

14. Expenditures. Each Party to this Agreement is responsible for the costs associated with such Party’s exercise of any rights or performance of any duties under this Agreement.

15. **Complete Agreement.** This Agreement constitutes and expresses the entire agreement between the Parties hereto in reference to the services and agreements herein described.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by .pdf attachment through electronic mail or other electronic means shall be effective as an original.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

18. **Severability.** If a court of competent jurisdiction finds any term of this Agreement to be illegal, invalid, or unenforceable, such term shall be excluded to the extent of such illegality, invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the illegal, invalid or unenforceable term shall be deemed replaced by a term that is legal, valid and enforceable and that comes closest to expressing the intention of such illegal, invalid or unenforceable term.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this ____ day of _____, 2025.

CITY OF EL PASO:

Dionne Mack
City Manager

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Managing Director
Quality of Life

(Signatures continue on next page.)

**EL PASO COMMUNITY
FOUNDATION:**

Printed Name: _____
Title: _____

ACKNOWLEDGEMENT

THE STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2020,
by _____, as _____ of _____.

Notary Public, in and for the State of Texas

My commission expires:



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1392, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Districts 1, 2, 3, 7, 8

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

AGENDA LANGUAGE:

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

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

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



DEPARTMENT: Environmental Services Department

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra

PHONE NUMBER: 915-212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 7, 8

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

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

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

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



COMMUNITY AND STAKEHOLDER OUTREACH:

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

PRIOR COUNCIL ACTION:

Routine item - similar items brought regularly for different addresses.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E.
Date: 2025.11.04 15:24:35 -07'00'

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

ATTACHMENT A

SOLID WASTE LIENS

December 2, 2025

Address	Owner of Record	Amount	District
5816 VALLEY PALM DR	VILLARREAL VALERIA & CLARKE JOSE A	\$350.00	1
6544 BUTTERFIELD DR	STEINBERG MARIA & HECTOR	\$384.00	1
6332 WESTWIND DR	REY THOMAS R SR	\$344.00	1
465 PRIME DESERT DR	ANAYA GREGORIO JR & ROSA C	\$325.00	1
5637 VENEZUELA RD	HOLGUIN RICARDO & ELENA	\$513.50	2
5641 BEACON AVE	G & G ENTERPRISES GC	\$478.50	2
6000 WELCH AVE	EL PASO SIX STORAGE 18(TX) LLC	\$402.00	2
6107 E YANDELL DR	VILLEGAS ARTURO & SUSTAITA LUIS	\$457.00	2
178 S GLENWOOD ST	ROMERO DENISE G & 2	\$344.00	2
178 S COLLINGSWORTH ST	WOO MUN S & CONSUELO C/O AUTRY VICTOR & DALILA	\$399.00	2
219 PADEN PL	SIMENTAL MARIA E V & TELLES MARTHA E & 1	\$325.00	2
244 S AWBREY ST	GARCIA MARIO	\$728.50	2
252 VAL VERDE ST	HERNANDEZ BELEN S	\$388.00	2
7150 DALE RD	PASILLAS JOSE E	\$457.00	3
201 HARVARD AVE	CARLOS HECTOR & DIANE	\$339.00	7
202 SMITH RD	SALDIVAR SOLEDAD	\$347.00	7
206 SMITH RD	SALDIVAR SOLEDAD	\$347.00	7
342 PETTY LN	LAZCANO JOSE L & MARIA D	\$330.00	7
445 ELAINE PL	MANRIQUEZ FRANK & MARY	\$357.50	7
498 CARMELITA CIRCLE	DE SANTIAGO ADOLFO A & MARTA	\$346.00	7
130 CINECUE WAY	ALDO PROPERTIES LLC	\$849.00	7
147 DAVIS DR	TARIN EDUARDO & EUGENIA T	\$421.00	7
215 SOFIA PL	GUERRA DAVID J	\$547.00	7
227 SOFIA PL	RUBIO CARLOS SR	\$412.00	7
313 SAN PABLO PL	SANCHEZ DEREK & SILVIA	\$445.00	7
359 MILTON RD	GARCIA HENRY S	\$1,420.00	7
6308 BEL MAR AVE	GALLARDO JOSE C A & RODRIGUEZ MELISSA E	\$344.00	8
6432 PIZARRO DR	GONZALEZ MARTHA L & SERGIO	\$344.00	8
308 PURPLE HILLS WAY	DORGAN JOSEPH H	\$341.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLARREAL VALERIA & CLARKE JOSE A, 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:

5816 Valley Palm Dr, more particularly described as Lot 37, Block 3, Valley Creek #3 Replat Amending Subdivision, City of El Paso, El Paso County, Texas, PID #V138-999-0030-3700

to be \$350.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$350.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

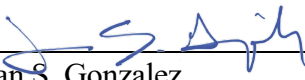
Renard U. Johnson
Mayor

ATTEST:

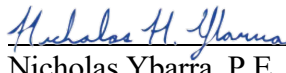
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, STEINBERG MARIA & HECTOR, 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:

6544 Butterfield Dr, more particularly described as 5 BONANZA
MOBILE HOMES, LOT 8 (5284 SQ FT) S# 2710, City of El Paso,
El Paso County, Texas, PID #B555-999-0005-0008

to be \$384.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY FOUR AND 00/100 DOLLARS (\$384.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

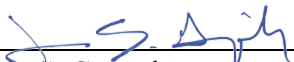
Renard U. Johnson
Mayor

ATTEST:

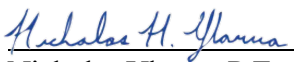
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, REY THOMAS R SR, 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:

6332 Westwind Dr, more particularly described as 26
CORONADO CTRY CLB FTHILLS 1 & NWLY PT OF 1 (90.91'
ONNWLY-19.68' ONNELY-81.30' ONSELY-11.76' ONSWLY)
OF BLK 2 THE PARK AT WILDWOOD, City of El Paso, El
Paso County, Texas, PID #C809-999-0260-0100

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of April, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANAYA GREGORIO JR & ROSA C, 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:

465 Prime Desert Dr, more particularly described as Lot 17, Block
6, West Desert Marketplace Amending Subdivision, City of El Paso,
El Paso County, Texas, PID #W135-999-0060-1700

to be \$325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$325.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

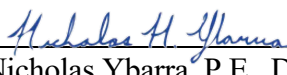
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HOLGUIN RICARDO & ELENA, 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:

5637 Venezuela Rd, more particularly described as Lot 20, Block 8,
Zia Village Subdivision, City of El Paso, El Paso County, Texas,
PID #Z021-999-0080-5800

to be \$513.50, 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 1st day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THIRTEEN AND 50/100 DOLLARS (\$513.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

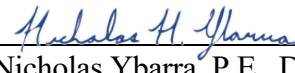
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, G & G ENTERPRISES GC, 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:

5641 Beacon Ave, more particularly described as Lot 1 Brentwood Heights (8431.20 Sq Ft), Block 3 Hughes S/D Blk 1, Alameda Acres 14 & 15 & Blk 7 Subdivision, City of El Paso, El Paso County, Texas, PID #H863-999-0030-4300

to be \$478.50, 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 2nd day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY EIGHT AND 50/100 DOLLARS (\$478.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

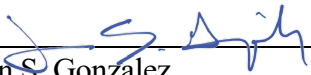
Renard U. Johnson
Mayor

ATTEST:

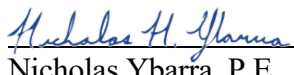
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO SIX STORAGE 18(TX) LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

6000 Welch Ave, more particularly described as Lot 1 (83531.00 Sq Ft), Block 1, Andy Kelly Subdivision, City of El Paso, El Paso County, Texas, PID #A536-999-0010-0100

to be \$402.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWO AND 00/100 DOLLARS (\$402.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

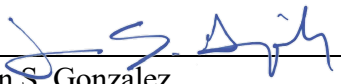
Renard U. Johnson
Mayor

ATTEST:

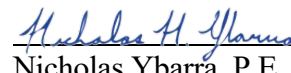
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLEGAS ARTURO & SUSTAITA LUIS, 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:

6107 E Yandell Dr, more particularly described as Lot 39 (6000 Sq Ft), Block 8, Womble Subdivision, City of El Paso, El Paso County, Texas, PID #W813-999-0080-7100

to be \$457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of April, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

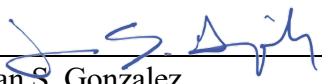
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ROMERO DENISE G & 2, 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:

178 S Glenwood St, more particularly described as 6 ALAMEDA
ACRES W105 FT OF S 1/2 OF 9 (6567.75 SQ FT), City of El Paso,
El Paso County, Texas, PID #A438-999-0060-2000

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of March, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

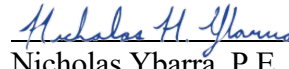
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WOO MUN S & CONSUELO C/O AUTRY VICTOR & DALILA, 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:

178 S Collingsworth St, more particularly described as E
COLLINGSWORTH N 50 FT OF 9, City of El Paso, El Paso
County, Texas, PID #C730-999-000E-4600

to be \$399.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY NINE AND 00/100 DOLLARS (\$399.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

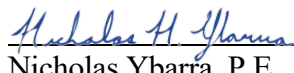
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SIMENTAL MARIA E V & TELLES MARTHA E & 1, 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:

219 Paden Pl, more particularly described as LAGUNA PARK LOT
21, City of El Paso, El Paso County, Texas, PID #L128-999-0000-
6100

to be \$325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$325.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

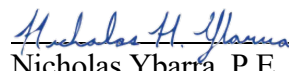
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA MARIO, 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:

244 S Awbrey St, more particularly described as W 92.5 FT OF N
65 FT OF 7, Block 6, Collingsworth Subdivision, City of El Paso,
El Paso County, Texas, PID #C730-999-0060-3700

to be \$728.50, 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 17th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED TWENTY EIGHT AND 50/100 DOLLARS (\$728.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

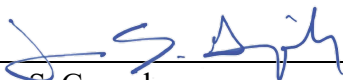
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HERNANDEZ BELEN S, 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:

252 Val Verde St, more particularly described as Lots 25 & 26
(7500 Sq Ft), Block 7, Val Verde Subdivision, City of El Paso,
El Paso County, Texas, PID #V088-999-0070-4100

to be \$388.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY EIGHT AND 00/100 DOLLARS (\$388.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

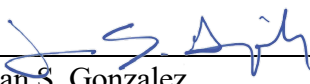
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PASILLAS JOSE E, 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:

7150 Dale Rd, more particularly described as 4 STILES GARDENS
NWLY 150 FT OF 20 (HOMESITE) (5625.00 SQ FT), City of El
Paso, El Paso County, Texas, PID #S658-999-0040-2050

to be \$457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 1st day of May, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

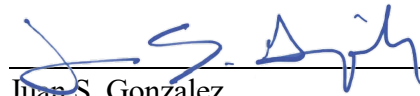
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CARLOS HECTOR & DIANE, 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:

201 Harvard Ave, more particularly described as Lot 1 (Exc Sec)
(17223.06 Sq Ft), Block 3, Pasodale Tr Subdivision, City of El Paso,
El Paso County, Texas, PID #P591-999-0030-0100

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

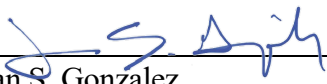
Renard U. Johnson
Mayor

ATTEST:

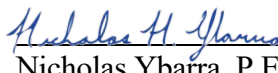
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, 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:

202 Smith Rd, more particularly described as Lot 5, Block 1,
DIAMANTINA VII Subdivision, City of El Paso, El Paso County,
Texas, PID #D474-999-0010-0500

to be \$347.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$347.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

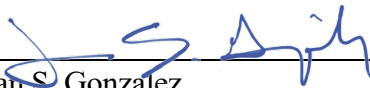
Renard U. Johnson
Mayor

ATTEST:

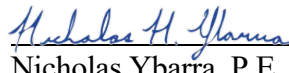
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, 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:

206 Smith Rd, more particularly described as Lot 6, Block 1,
DIAMANTINA VII Subdivision, City of El Paso, El Paso County,
Texas, PID #D474-999-0010-0600

to be \$347.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 2nd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$347.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

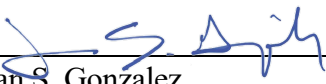
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LAZCANO JOSE L & MARIA D, 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:

342 Petty Ln, more particularly described as Lot 11 (5954 Sq Ft),
Block 5, San Carlos Subdivision, City of El Paso, El Paso County,
Texas, PID #S065-999-0050-2100

to be \$330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of April, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

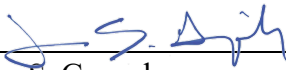
Renard U. Johnson
Mayor

ATTEST:

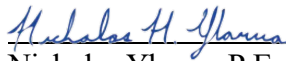
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MANRIQUEZ FRANK & MARY, 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:

445 Elaine Pl, more particularly described as Lot 2 (6100.00 Sq Ft),
Block 1, Cindy Subdivision, City of El Paso, El Paso County, Texas,
PID #C551-999-0010-0700

to be \$357.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY SEVEN AND 50/100 DOLLARS (\$357.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

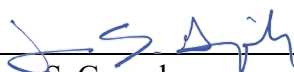
Renard U. Johnson
Mayor

ATTEST:

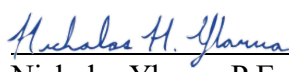
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE SANTIAGO ADOLFO A & MARTA, 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:

498 Carmelita Circle, more particularly described as 6
ALEXANDER TO YSLETA 129 & ELY 7 FT OF 130 (7234.20
SQ FT), City of El Paso, El Paso County, Texas, PID #A475-999-
0060-0100

to be \$346.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 00/100 DOLLARS (\$346.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

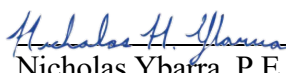
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

130 Cinecue Way, more particularly described as 33, YSLETA TR
9-B (0.244 AC), City of El Paso, El Paso County, Texas, PID
#Y805-999-0330-0910

to be \$849.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FORTY NINE AND 00/100 DOLLARS (\$849.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

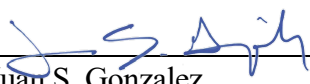
Renard U. Johnson
Mayor

ATTEST:

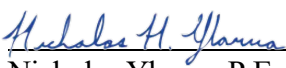
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TARIN EDUARDO & EUGENIA T, 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:

147 Davis Dr, more particularly described as 16 WEST YSLETA
W 70 FT OF 2, City of El Paso, El Paso County, Texas, PID #W142-
999-0160-3100

to be \$421.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY ONE AND 00/100 DOLLARS (\$421.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

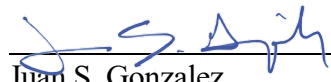
Renard U. Johnson
Mayor

ATTEST:

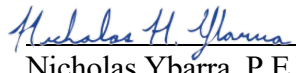
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

215 Sofia Pl, more particularly described as 43 YSLETA TR 6-K-1
(0.2633 AC), City of El Paso, El Paso County, Texas, PID #Y805-
999-0430-0625

to be \$547.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$547.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

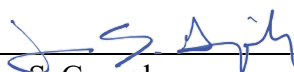
Renard U. Johnson
Mayor

ATTEST:

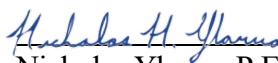
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RUBIO CARLOS SR, 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:

227 Sofia Pl, more particularly described as 2 LONE STAR 15 &
TR 6-H BLK 43 YSLETA (0.03 ACRE), City of El Paso, El Paso
County, Texas, PID #L639-999-0020-9700

to be \$412.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWELVE AND 00/100 DOLLARS (\$412.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

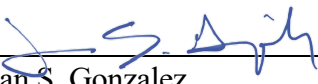
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ DEREK & SILVIA, 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:

313 San Pablo Pl, more particularly described as Lot 24, Block 31,
Thomas Manor Subdivision, City of El Paso, El Paso County, Texas,
PID #T240-999-0310-4700

to be \$445.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY FIVE AND 00/100 DOLLARS (\$445.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

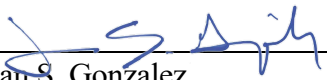
Renard U. Johnson
Mayor

ATTEST:

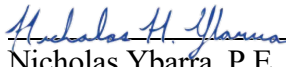
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA HENRY S, 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:

359 Milton Rd, more particularly described as W 65 FT OF (18 & 19) (10400.00 SQ FT), Block 1, North Loop Gardens #2 Subdivision, City of El Paso, El Paso County, Texas, PID #N446-999-0010-4800

to be \$1,420.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FOUR HUNDRED TWENTY AND 00/100 DOLLARS (\$1,420.00) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

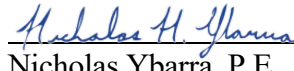
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GALLARDO JOSE C A & RODRIGUEZ MELISSA E, 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:

6308 Bel Mar Ave, more particularly described as Lot 1 (8750 Sq Ft), Block 43, Coronado Hills #3 Subdivision, City of El Paso, El Paso County, Texas, PID #C823-999-0430-0100

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of April, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

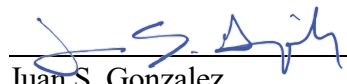
Renard U. Johnson
Mayor

ATTEST:

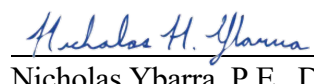
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GONZALEZ MARTHA L & SERGIO, 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:

6432 Pizarro Dr, more particularly described as 71 CORONADO HILLS #6 E PT OF 10 (40.27 FT ON ST-133.37 FT ON W-54.27 FT ON N-146.63 FT ON E) (6484.16 SQ FT), City of El Paso, El Paso County, Texas, PID #C818-999-0710-3900

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

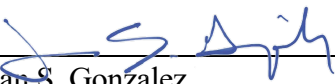
Renard U. Johnson
Mayor

ATTEST:

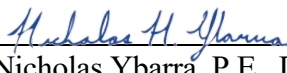
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

308 Purple Hills Way, more particularly described as Lot 13
(8067.97 Sq Ft), Block 8, Coronado Country Club Fthills
Subdivision, City of El Paso, El Paso County, Texas, PID #C809-
999-0080-4100

to be \$341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY ONE AND 00/100 DOLLARS (\$341.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

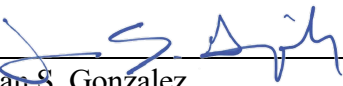
Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

ATTACHMENT A

SOLID WASTE LIENS

December 2, 2025

Address	Owner of Record	Amount	District
5816 VALLEY PALM DR	VILLARREAL VALERIA & CLARKE JOSE A	\$350.00	1
6544 BUTTERFIELD DR	STEINBERG MARIA & HECTOR	\$384.00	1
6332 WESTWIND DR	REY THOMAS R SR	\$344.00	1
465 PRIME DESERT DR	ANAYA GREGORIO JR & ROSA C	\$325.00	1
5637 VENEZUELA RD	HOLGUIN RICARDO & ELENA	\$513.50	2
5641 BEACON AVE	G & G ENTERPRISES GC	\$478.50	2
6000 WELCH AVE	EL PASO SIX STORAGE 18(TX) LLC	\$402.00	2
6107 E YANDELL DR	VILLEGAS ARTURO & SUSTAITA LUIS	\$457.00	2
178 S GLENWOOD ST	ROMERO DENISE G & 2	\$344.00	2
178 S COLLINGSWORTH ST	WOO MUN S & CONSUELO C/O AUTRY VICTOR & DALILA	\$399.00	2
219 PADEN PL	SIMENTAL MARIA E V & TELLES MARTHA E & 1	\$325.00	2
244 S AWBREY ST	GARCIA MARIO	\$728.50	2
252 VAL VERDE ST	HERNANDEZ BELEN S	\$388.00	2
7150 DALE RD	PASILLAS JOSE E	\$457.00	3
201 HARVARD AVE	CARLOS HECTOR & DIANE	\$339.00	7
202 SMITH RD	SALDIVAR SOLEDAD	\$347.00	7
206 SMITH RD	SALDIVAR SOLEDAD	\$347.00	7
342 PETTY LN	LAZCANO JOSE L & MARIA D	\$330.00	7
445 ELAINE PL	MANRIQUEZ FRANK & MARY	\$357.50	7
498 CARMELITA CIRCLE	DE SANTIAGO ADOLFO A & MARTA	\$346.00	7
130 CINECUE WAY	ALDO PROPERTIES LLC	\$849.00	7
147 DAVIS DR	TARIN EDUARDO & EUGENIA T	\$421.00	7
215 SOFIA PL	GUERRA DAVID J	\$547.00	7
227 SOFIA PL	RUBIO CARLOS SR	\$412.00	7
313 SAN PABLO PL	SANCHEZ DEREK & SILVIA	\$445.00	7
359 MILTON RD	GARCIA HENRY S	\$1,420.00	7
6308 BEL MAR AVE	GALLARDO JOSE C A & RODRIGUEZ MELISSA E	\$344.00	8
6432 PIZARRO DR	GONZALEZ MARTHA L & SERGIO	\$344.00	8
308 PURPLE HILLS WAY	DORGAN JOSEPH H	\$341.00	8



Legislation Text

File #: 25-1416, Version: 4

**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

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

A Resolution that the closure of the right-of-way within the City of El Paso for the New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026, 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 St. between Franklin Ave. and Texas Ave., 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.

Applicant: Parks and Recreation Department

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: December 2, 2025

PUBLIC HEARING DATE: December 2, 2025

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez

PHONE NUMBER: (915) 212-1605

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

#4 Enhance El Paso's quality of life through recreational, cultural and education environments

SUBGOAL:

4.2 Create Innovative recreational, educational and cultural programs

SUBJECT:

A Resolution that the closure of the right-of-way within the City of El Paso for the New Years Eve Bal I Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026, 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 St. between Franklin Ave. and Texas Ave., 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.

Applicant: Parks and Recreation Department

BACKGROUND / DISCUSSION:

Event Name: New Years Eve Ball Drop
Permit Case Number: CSEV25-00195
Event Date/Hours: Wednesday December 31, 2025, from 8:00 pm to January 1, 2026 at 12:30 am
Traffic Control: Wednesday December 31, 2025, from 12:00 pm to January 1, 2026 at 12:30 pm
TxDOT ROW used: a portion of Mesa St. between Franklin Ave and Texas Ave

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: Kevin Smith for Philip Etiwe

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

RESOLUTION

WHEREAS, Parks & Recreation Department (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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026** (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, on **August 19, 2025**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 48 of the Fiscal Year 2026 Budget Resolution; 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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026,** 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 Franklin Ave. and Texas Ave.,** 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.

(Signatures 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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of El Paso, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mesa Street, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of Mesa Street, for the purpose of allowing New Years Eve Ball Drop, from 12:00 pm on December 31, 2025 to 12:30 pm on January 1, 2026 as described in the attached “Exhibit A”, hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 2nd day of December 2025, the El Paso City Council passed a Resolution, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical

modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, including but not limited to; plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.

B. The local government shall submit to the State for review and approval: the construction plans, if construction or modifications to the State’s right of way is required; the traffic control and signage plans; traffic enforcement plans, and; all other plans deemed necessary by the State. The State may require that any traffic control plan of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State’s Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan, and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of El Paso Attn: Dionne Mack City Manager 300 N. Campbell- City 1, 2 nd Floor El Paso, Texas 79901	Texas Department of Transportation Attn: Tomas C. Trevino, P.E. El Paso District Engineer 13301 Gateway West El Paso, Texas 79928-5410

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF EL PASO

Executed on behalf of the local government by:

Dionne Mack
City Manager

Date_____

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

 for _____
Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By_____
Tomas C. Trevino, P.E.,
El Paso District Engineer

Date_____



Exhibit A
City of El Paso
Streets and Maintenance
Traffic Control Permit



Site Address: 114 MILLS, EL PASO, TX 79901

Permit No: **EPTC25-04394**
CSEV25-00195

Issued: **10/14/2025**

Expires: **01/01/2026**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
PHOEBE GRIJALVA 801 texas EL PASO, TX 79901	Applicant:915-242-9000 Barricade:915-592-6619	APACHE BARRICADE & SIGN 11560 PELLICANO DR PO BOX 950667 EL PASO, TX 79996

WORK AUTHORIZED: COEP P&R WILL BE HAVING AN EVENT "NEW YEAR'S BALL DROP," AT MILLS AND MESA, REQUIRING LANE AND SIDEWALK CLOSURES PROVIDED BY APACHE BARRICADE COMPANY. NO OVERNIGHT TC DEVICES, EQUIPMENT, OR DEBRIS ARE TO BE LEFT ON OR OFF THE WORK AREA. ACTIVE TCP MUST BE PRESENT AND FOLLOWED AT ALL TIMES WITH AT LEAST 10' TRAVEL LANES. RESIDENT. BUSINESS & EMERGENCY VEHICLES MUST HAVE ACCESS AT ALL TIMES. **TXDOT ROW: MESA BETWEEN FRANKLIN AND TEXAS WILL BE CLOSED.**

TYPE OF TRAFFIC CONTROL SET UP: TTC: ROAD CLOSURE W/ DETOUR ROUTE

Start Date: 12/31/2025 **TCP SETUP**
12:00PM

Expiration Date: 01/01/2026 **TCP TEAR DOWN**
12:30PM

EVENT TIMES
12/31/25 8:00PM
01/01/26 12:30AM

Length of Term: Short

**PERMIT APPROVED
FOR COEP ROW
ONLY**

*** NOTICE ***

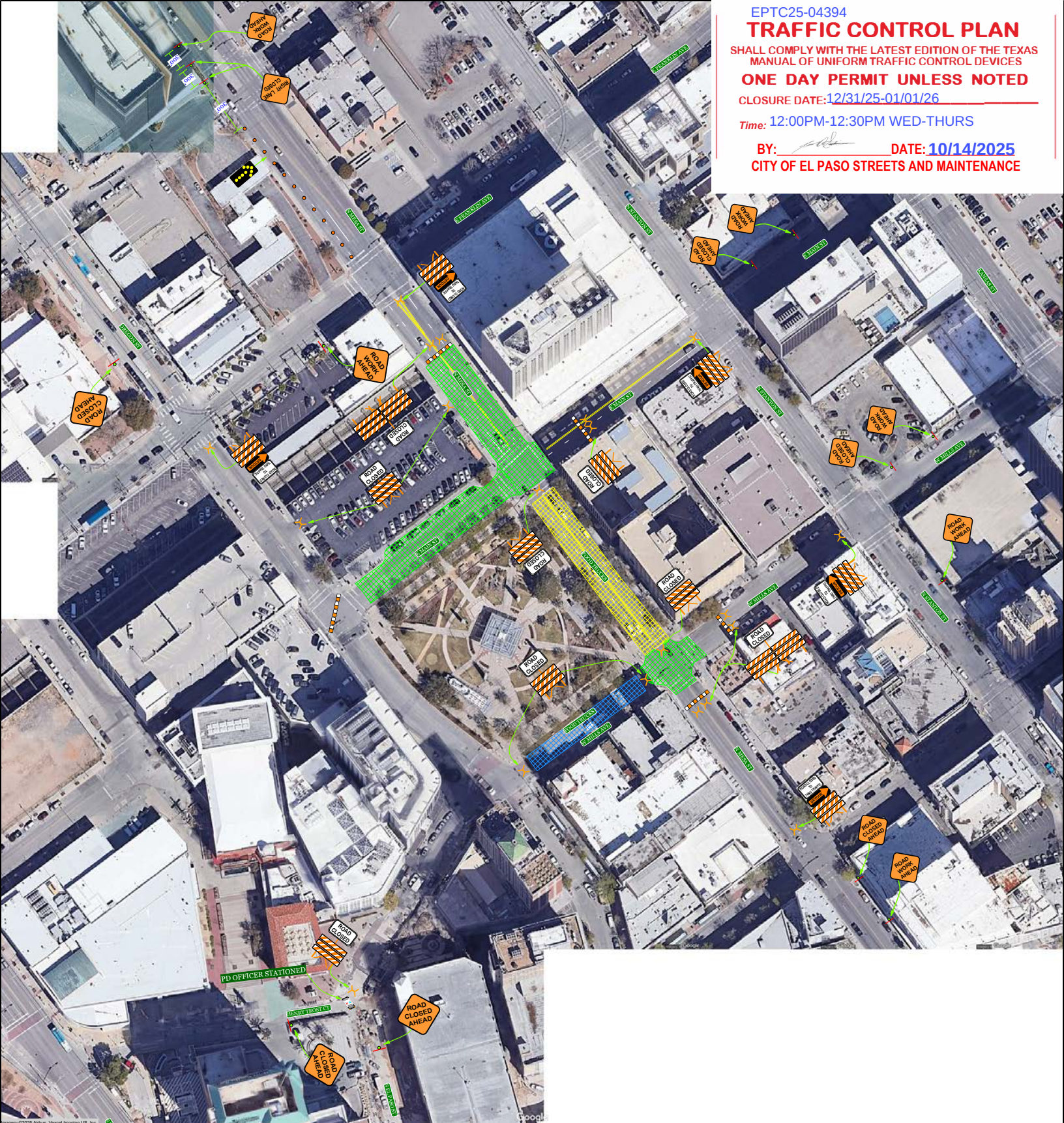
1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.
2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.
3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

City Traffic Engineer

Contractor's, Owner's or Agent's Signature

Issued By Jose De Santiago

EPTC25-04394
TRAFFIC CONTROL PLAN
SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 12/31/25-01/01/26
Time: 12:00PM-12:30PM WED-THURS
BY: _____ DATE: 10/14/2025
CITY OF EL PASO STREETS AND MAINTENANCE



TCP PREPARED BY: OMAR J GUEVARA, TCDS APACHE BARRICADE & SIGN									
POSTED SPEED	FORMULA	MIN. TAPER LENGTH			SUGGESTED MAX. DEVICE SPACING		MIN. SIGN SPACING X DISTANCE	SUGGESTED MINIMUM LONGITUDINAL BUFFER	
		10' OFFSET	11' OFFSET	12' OFFSET	ON A TAPER	ON TANGENT			
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	200'	
35		205'	225'	245'	35'	70'	160'	250'	
40		265'	295'	320'	40'	80'	240'	305'	
45		450'	495'	540'	45'	90'	320'	360'	
50	$L = WS$	500'	550'	600'	50'	100'	400'	425'	
55		550'	605'	660'	55'	110'	500'	495'	
60		600'	660'	720'	60'	120'	*600'	570'	
65		650'	715'	780'	65'	130'	*700'	645'	
70		700'	770'	840'	70'	140'	*800'	730'	

WINTER FEST / NEW YEARS
LOCATION: MESA / MILLS AND MAIN
PROJECT: NEW YEARS STC
TTC: ROAD CLOSURE W/ DETOUR ROUTE

NOTES:
1. DRAWING NOT TO SCALE.
2. MUST PROVIDE 10' MINIMUM PER TRAVEL LANE.

LEGEND

= EVENTCLOSURE
 = FOOD TRUCKS
 = FOOD TRUCKS
 = WATER BARRIER
 = PD OFFICER
 = **144**
UNLESS OTHER WISE

Exhibit B

RESOLUTION

WHEREAS, Parks & Recreation Department (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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026** (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, on **August 19, 2025**, the City Council resolved to authorized the City Manager to execute agreements with event sponsors to support events pursuant to Section 48 of the Fiscal Year 2026 Budget Resolution; 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 **New Years Eve Ball Drop from 12:00 pm on Wednesday, December 31, 2025 to 12:30 pm on Thursday, January 1, 2026,** 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 Franklin Ave. and Texas Ave.,** 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.

(Signatures 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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for _____
Philip F. Etiwe, Director
Planning & Inspections Department

Exhibit C

El Paso DMD Special Event Permitting Application - Entry #14380

WPForms Print Preview - El Paso DMD Special Event Permitting Application

I Have All Required Documents Ready to Upload

Yes

Applicant's Name

Poebe Grijalva

Company/Business Name (if applicable):

City of El Paso Parks and Recreation

Applicant's Address

801 Texas
El Paso, TX
79901
US

Phone

(915) 297-7426

Email

grijalvaR.@elRasotexas.gov

Number of Contacts

Selected Value: 1 (1 min/ 3 max)

Contact #1

Diana Cepeda

Mobile Phone

(915) 867-6261

Email

cepedadx@elpasotexas.gov

Official Name of Event

New Years Ball Drop

Event Type

Celebration

Event Purpose

Other (Explain)

There is 60 days+ before this event.

Yes

Event Start Date & Time

12/31/2025 8:00 PM

Event End Date & Time

01/01/2026 12:30 AM

Event Setup Date & Time

12/31/2025 12:00 PM

Event Tear Down Date & Time

01/01/2026 12:30 PM

No. Of Days

1

Participants

30

Spectators

10000

Total

10030

Traffic Control Company

Apache Barricade & Sign

Traffic Control Company Contact

(915) 592-6619

Street Closures

1. Main Between Oregon and Stanton
2. Oregon Between Franklin and Henry Trost
3. Mesa between Franklin and Texas
4. Mills between Stanton and Henry Trost

Is an alley affected

No

Will you need exclusive use of parking meters within the proposed footprint before or after street clousre?

Yes

Will you need exclusive use of parking meters outside of the proposed footprint before or after street clousre?

No

Start Date

12/31/2025

Removal Date

01/01/2026

File Upload New-Years-Meters-2025.pdf**Will your event take place in one of the Downtown parks?**

Yes

List of Downtown Parks

San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds?

No

Will you have any amusement devices?

No

Will your event use amplified devices?

Yes

Microphones

6

Speakers

4

Amplifiers

2

Other

0

Purpose of Amplification

Announcements

Concert

Location Description of Amplification Devices

Stage will be located at the Coffee Box Lot

Will alcoholic beverages be sold, served or consumed at your event?

No

Will alcoholic beverages be sold, served or consumed on a city right of way?

No

Will alcoholic beverages be sold, served or consumed in the park?

No

Will your event feature food vendors?

Yes

How many food locations will your event have?

8

How many beverage locations will your event have?

2

Food Vendors List

 [WinterFest-Placeholder-vendors-and-food-trucks.pdf](#)

Will your event feature merchandise vendors?

No

Site Plan

 [New-Years-Ball-Drop-Site-map-2025.pdf](#)

Certificate of Insurance Documents

 [City-Insurance.pdf](#)

Traffic Control Plan (TCP)

 [WINTERFEST-NEW-YEARS-CLOSURE.pdf](#)

Signed Notice of Proposed Closure Form

 [New-Years-Notice-of-Proposed-closure-2025.pdf](#)

Public Safety Plan

 [IAP-Safety-Plan-page.pdf](#)

Signature**Today's Date**

09/29/2025

[DMD - Downtown El Paso](#)



Legislation Text

File #: 25-1425, 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.

A Resolution that the tax roll is hereby approved and constitutes the final 2025 tax roll for all entities, including the ratified tax rate for Socorro Independent School District, Tornillo Independent School District, and Tornillo Water District, for which the City Tax Assessor/Collector collects taxes.

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



DEPARTMENT: Tax Office

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

A Resolution that the tax roll is hereby approved and constitutes the final 2025 tax roll for all entities, including the ratified tax rate for Socorro Independent School District, Tornillo Independent School District, and Tornillo Water District, for which the City Tax Assessor/Collector collects taxes.

BACKGROUND / DISCUSSION:

This is the 2025 tax roll for all entities which the City Tax Assessor/Collector collects taxes.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council adopts the tax roll yearly.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas

Maria O. Pasillas
2025.11.18 08:46:26 -07'00'

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

RESOLUTION

WHEREAS, the Consolidated Tax Assessor/Collector of the City of El Paso (“Consolidated Tax Assessor/Collector”) has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

WHEREAS, on October 14, 2025 the City adopted the 2025 Tax Roll for all entities that adopted each entity’s budget or tax rate by October 1, 2025; and

WHEREAS, Tornillo Water District ratified its tax rate on October 22, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Socorro Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Tornillo Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, the Consolidated Tax Assessor/Collector now desires to amend and submit the revised tax roll to City of El Paso Council for approval as the final 2025 tax roll.

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

THAT the revised tax roll attached hereto as *Attachment A* is hereby approved and constitutes the 2025 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

(Signatures begin on the following page)

APPROVED THIS ____ DAY OF _____, 2025.

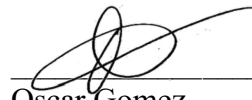
CITY OF EL PASO:

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

ATTACHMENT A

**SUMMARY
OF THE
2025 TAX ROLL**



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1435, 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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Marlene Gonzalez to the Historic Landmark Commission by Representative Ivan Niño, District 5.



Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Consent
Date of Council Meeting	12/02/25
Name of Board	Historic Landmark Commission
Agenda Posting Language	
Appointment of Marlene Gonzalez to the Historic Landmark Commission by Representative Ivan Niño, District 5.	
Appointment Type	Regular
Member Qualifications	
To contribute my experience, community involvement, and commitment to preserving El Paso's rich cultural heritage by serving on the City of El Paso Historical Commission. I aim to support the protection, documentation, and celebration of our city's historic places, stories, and traditions while promoting public engagement and appreciation for El Paso's unique history.	
Nominee Name	Marlene Gonzalez
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 6
City Employed Relatives	N/A
Board Membership	
MCAAB- October 01, 2021-October 01, 2025	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Isabel Otten
Reason for Vacancy	Term Expired
Date of Appointment	12/02/25
Term Begins On	03/13/25
Term Expires On	03/13/27
Term	First Term

MARLENE GONZALEZ

388TH DISTRICT COURT FAMILY JUDGE - COMMUNITY LEADER

PROFILE

To contribute my experience, community involvement, and commitment to preserving El Paso's rich cultural heritage by serving on the City of El Paso Historical Commission. I aim to support the protection, documentation, and celebration of our city's historic places, stories, and traditions while promoting public engagement and appreciation for El Paso's unique history.

SKILLS

Platform expertise
Content creation
Analytics
Communication
Creativity
Strategic thinking

EDUCATION

Interamerican University of
Puerto Rico
May 1980
Master Arts Labor Relations
Cum Laude

Interamerican University of
Puerto Rico Law School
May 1978
Doctor of Jurisprudence

University of Puerto Rico
June 1975
BA Faculty of Humanities
BA Arts
Cum Laude

EXPERIENCE

District Family Judge
State of Texas - 388th District Court

2021-To Present

Associate Municipal Court Judge (part time position)
City of El Paso, Texas
December 2003 - June 2020

El Paso Municipal Court Prosecutor (part time position)
City of El Paso
September 1993-December 2003

Solo Practitioner
Family, Probate and Immigration Law
May 1994-December 2020

El Paso County Attorney Office
Protective Order Prosecutor Unit
Nov. 1988-June 1994

ADMITTED TO PRACTICE LAW

United States of America Supreme Court United States
Western District of Texas
United States of America Supreme Court of Texas
United States of America Court of Appeals for the
First Circuit United States of America District Court of
Puerto Rico

HISTORIC PRESERVATION & RESTORATION EXPERIENCE

Restoration of Circa-1897 Structure
– 912 Magoffin Ave., El Paso, Texas

Led a full bottom-up restoration of a circa-1897 historic property located within the Magoffin Historic District. This long-term project provided hands-on experience with multiple aspects of historic renovation while maintaining the architectural integrity and historical value of the structure.

- Gained extensive experience in renovation practices that honor original design, materials, and craftsmanship.
- Worked closely with structural guidelines to ensure that all improvements complied with historic preservation standards.
- Utilized historic materials where available and appropriate, while selectively incorporating modern materials only when necessary to preserve the building's stability and authenticity.
- Ensured that all restoration decisions aligned with best practices for conserving historic structures.

Historic Designations & Recognition

- In 2000, successfully submitted 912 Magoffin Ave. for formal recognition and registration with the U.S. Department of the Interior, resulting in its listing on the National Register of Historic Places for the State of Texas.
- Received acknowledgment from the El Paso Preservation

Supreme Court of the Commonwealth of Puerto Rico
Management

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Junior League of El Paso
LULAC
Former City of El Paso MCAD Board
State Bar of Texas
Puerto Rico Bar Association
College of The State Bar of Texas
El Paso Bar Association
Pro Bono College of the State of Texas

LANGUAGES

Spanish and English

REFERENCES

Available upon request

Alliance for outstanding historic restoration efforts on the property.

- In 2025, the Texas Historical Commission awarded the property local historic recognition. A historical marker and plaque are currently in progress.

- Through extensive historical research, it was confirmed that the home was built circa 1895 by John A. Spellicy, and later owned by Michael Connerton (b. 1848), an Irish immigrant, miner, and real estate agent. Connerton and his family were notable community contributors, donating over \$20,000 in 1914 to the construction of St. Patrick's Cathedral, and providing financial support to both the El Paso orphanage and Hotel Dieu Hospital.

- The historic marker will be titled "Connerton House" to reflect these findings and honor the property's documented history.



Legislation Text

File #: 25-1426, 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 overpayment exceeding the three (3) year limit. (See Attachment B)

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



DEPARTMENT: Tax Office

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: all

STRATEGIC GOAL:

Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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 overpayment exceeding the three (3) year limit. (See Attachment B).

BACKGROUND / DISCUSSION:

Approve property tax overpayment refunds exceeding the statutory three (3) year limit, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas

Maria O. Pasillas
2025.11.18 14:58:10 -07'00'

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

TAX REFUNDS OVER THREE (3) YEARS
December 2, 2025

1. Mels Electric LP, in the amount of \$248.83, made an overpayment on November 13, 2020 of 2020 taxes.
(Geo. #X296-000-000R-0900)
2. Mels Electric LP, in the amount of \$238.02, made an overpayment on November 17, 2021 of 2021 taxes.
(Geo. #X296-000-000R-0900)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

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, Mels Electric LP ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 13, 2020 in the amount of \$248.83 (Two Hundred Forty-Eight Dollars and 83/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 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 Mels Electric LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$248.83 (Two Hundred Forty-Eight Dollars and 83/100) 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
Maria O. Pasillas, RTA
City Tax Assessor/Collector



TAX OFFICE
RECEIVED

OCT 15 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

MELS ELECTRIC SERVICE INC
PO BOX 40
WILMER, TX 75172-0040

OP
+3 yrs

Geo No. X296-000-000R-0900	Prop ID 202675
Legal Description of the Property LEIGH CLARK SURV 296 ABST 6260 SE 1/4 OF SE 1/4 OF NW 1/4 OF SW 1/4 (2.50 AC) 13511 CELESTE ST 79928 OWNER: CONTEL CELLULAR OF EL PASO INC	

2020 OVERAGE AMOUNT \$248.83

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

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: Mels Electric, LP			
	Address: 4304 Clarence Murphy Road			
	City, State, Zip: Springfield, TN 37172			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 214-354-1902		E-Mail Address: tim@4kpartners.com	
	Payment made by:		Check No.	Date Paid
	Check Payment		32776	11/13/2020
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Amount Paid			
	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	X	I paid this account in error and I am entitled to the refund.		
		I overpaid this account. Please refund the excess to the address listed in Step 1.		
Step 4. Sign the form. Unsigned applications cannot be processed.	I want this payment applied to next year's taxes.			
	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		
Timothy Keierleber Timothy Keierleber (Oct 15, 2025 16:08:53 CDT)		Tim Keierleber, 10/15/2025		
TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.H. Date: 10-20-25				

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, Mels Electric LP (“Taxpayer”) has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 17, 2021, in the amount of \$238.02 (Two Hundred and Thirty-Eight Dollars and 02/100) 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 Mels Electric LP 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 \$238.02 (Two Hundred and Thirty-Eight Dollars and 02/100) 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, RTA
City Tax Assessor/Collector



TAX OFFICE
RECEIVED

OCT 15 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

MELS ELECTRIC SERVICE INC
PO BOX 40
WILMER, TX 75172-0040

Geo No. X296-000-000R-0900	Prop ID 202675
Legal Description of the Property LEIGH CLARK SURV 296 ABST 6260 SE 1/4 OF SE 1/4 OF NW 1/4 OF SW 1/4 (2.50 AC) 13511 CELESTE ST 79928 OWNER: CONTEL CELLULAR OF EL PASO INC	

2021 OVERAGE AMOUNT \$238.02

OP
+ 3 yrs

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 14: HORIZON REGIONAL MUD, 15: EMERG. SERVICES DIST #1

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: Mels Electric, LP			
	Address: 4304 Clarence Murphy Road			
	City, State, Zip: Springfield, TN 37172			
	Daytime Phone No.: 214-354-1902		E-Mail Address: tim@4kpartners.com	
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 No.	Date Paid	Amount Paid
	Check Payment	33607	11/17/2021	\$1,012.11
	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:			
	☒	I paid this account in error and I am entitled to the refund.		
	☐	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	☐	I want this payment applied to next year's taxes.		
	☐	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) <i>Timothy Keierleber</i> Timothy Keierleber (Oct 15, 2025 16:08:53 CDT)		PRINTED NAME & DATE Tim Keierleber, 10/15/2025	
TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: <i>N.H.</i> Date: <i>10-20-25</i>				

TAX REFUNDS OVER THREE (3) YEARS
December 2, 2025

1. Mels Electric LP, in the amount of \$248.83, made an overpayment on November 13, 2020 of 2020 taxes.
(Geo. #X296-000-000R-0900)
2. Mels Electric LP, in the amount of \$238.02, made an overpayment on November 17, 2021 of 2021 taxes.
(Geo. #X296-000-000R-0900)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-1422, 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

Zoo, Gary A. Lunsford, (915) 212-2800

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".

The award of Solicitation 2025-0231 Zoo Produce Diet (Re-bid) to Olus Distributing, Inc. for an initial term of three (3) years for an estimated amount of \$338,013.00. The award also includes a two (2) year option for an estimated amount of \$225,342.00. The total contract time is for five (5) years for a total estimated amount of \$563,355.00. This contract will provide fresh produce for Zoo animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$288,013.01 for the initial term, which represents a 576.03% increase due to additional contract years and price increases.

Department:	Zoo
Award to:	Olus Distributing, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,671.00
Initial Term Estimated Award:	\$338,013.00
Option Term Estimated Award:	\$225,342.00
Total Estimated Award:	\$563,355.00
Account(s):	452-3400-52140-P5241-531100
Funding Source(s):	Zoo Operations
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing, 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.

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

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



DEPARTMENT: Zoo
Purchasing & Strategic Sourcing

AGENDA DATE: December 2, 2025

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Gary A. Lunsford, Assistant Director
Claudia A. Garcia, Director

PHONE NUMBER: (915) 212-2800

PHONE NUMBER: (915) 212-0043

DISTRICT(S) AFFECTED: All

SUBJECT:

The award of solicitation 2025-0231 Zoo Produce Diet (Re-bid) to Olus Distributing, Inc. for an initial term of three (3) years for an estimated amount of \$338,013.00. The award also includes a two (2) year option for an estimated amount of \$225,342.00. The total contract time is for five (5) years for a total estimated amount of \$563,355.00.

BACKGROUND / DISCUSSION:

This contract will provide fresh produce for Zoo animals.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid/proposal meeting was held on July 16, 2025. Two (2) suppliers were in attendance.

SELECTION SUMMARY:

Solicitation was advertised on July 8, 2025 and July 15, 2025. The solicitation was posted on City website on July 8, 2025. There was a total of fifteen (15) viewers online; one (1) bid was received; one (1) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$288,013.01 for the initial term, which represents a 576.03% increase due to additional contract years and price increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not applicable.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$563,355.00

Funding Source: Zoo Operations

Account: 452-3400-52140-P5241-531100

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

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

DEPARTMENT HEAD:



Gary A. Lunsford, Assistant Director



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council Meeting of December 2, 2025.

Award Summary:

The award of solicitation 2025-0231 Zoo Produce Diet (Re-bid) to Olus Distributing, Inc. for an initial term of three (3) years for an estimated amount of \$338,013.00. The award also includes a two (2) year option for an estimated amount of \$225,342.00. The total contract time is for five (5) years for a total estimated amount of \$563,355.00. This contract will provide fresh produce for Zoo animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$288,013.01 for the initial term, which represents a 576.03% increase due to additional contract years and price increases.

Department:	Zoo
Award to:	Olus Distributing, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$112,671.00
Initial Term Estimated Award:	\$338,013.00
Option Term Estimated Award:	\$225,342.00
Total Estimated Award	\$563,355.00
Account(s)	452-3400-52140-P5241-531100
Funding Source(s):	Zoo Operations
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing, 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.

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



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Zoo Produce Diet (Re-Bid)

BID NO: 2025-0231

BID DATE: August 6, 2024

DEPARTMENT: ZOO

	Olus Distributing dba Olus Distributing El Paso, TX
	Bidder 1 of 1

Year One (1)

Item No.	Description	Unit of Measure	Minimum Approximate Quantities	Maximum Approximate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)
1	Apples (Red Delicious & Golden)	lb	4,800	5,000	\$0.65	\$3,250.00
2	Bananas	lb	5,800	6,000	\$0.55	\$3,300.00
3	Broccoli	lb	3,600	3,750	\$0.75	\$2,812.50
4	Cabbage	lb	450	500	\$0.70	\$350.00
5	Cantaloupe	lb	6,000	6,250	\$0.60	\$3,750.00
6	Carrots	lb	8,600	8,750	\$0.50	\$4,375.00
7	Cauliflower	lb	450	500	\$0.70	\$350.00
8	Celery	lb	3,400	3,600	\$0.60	\$2,160.00
9	Coconut	lb	300	360	\$0.60	\$216.00
10	Corn	lb	5,550	5,625	\$0.50	\$2,812.50
11	Cucumbers	lb	450	500	\$0.60	\$300.00
12	Grapefruit	lb	150	200	\$0.30	\$60.00
13	Grapes	lb	2,850	3,000	\$1.00	\$3,000.00

Approved By: _____/s/ _____
Date: 9/2/2025

14	Honeydew	lb	4,450	4,500	\$0.60	\$2,700.00
15	Kale	lb	5,650	6,000	\$1.60	\$9,600.00
16	Lettuce Romaine	lb	26,800	27,000	\$1.30	\$35,100.00
17	Onions Yellow	lb	500	600	\$0.30	\$180.00
18	Oranges Navel	lb	4,900	5,000	\$0.60	\$3,000.00
19	Papaya	lb	5,950	6,125	\$1.20	\$7,350.00
20	Pears	lb	2,900	3,000	\$1.00	\$3,000.00
21	Pineapples	lb	350	400	\$0.80	\$320.00
22	Potatoes Russet	lb	225	250	\$0.40	\$100.00
23	Spinach	lb	1,350	1,400	\$1.00	\$1,400.00
24	Squash	lb	650	3,750	\$0.80	\$3,000.00
25	Watermelon	lb	1,950	2,000	\$0.30	\$600.00
26	Kiwi	lb	1,200	1,250	\$1.50	\$1,875.00
27	Tomatoes	lb	125	150	\$0.30	\$45.00
28	Yams	lb	5,950	6,000	\$0.80	\$4,800.00
29	Seasonal Fruit	lb	4,200	4,375	\$0.70	\$3,062.50
30	Bell Peppers	lb	580	600	\$0.90	\$540.00
31	Beets	lb	45	50	\$1.00	\$50.00
32	Collard Greens	lb	700	750	\$1.00	\$750.00
33	Mushrooms	lb	90	100	\$1.00	\$100.00
34	Beans Green	lb	80	100	\$3.00	\$300.00
35	Eggplant	lb	80	100	\$1.90	\$190.00

Option Year One (1)					
Item No.	Description	Unit of Measure	Yearly Total	Annual % Rate Increase	Year 1 Total
1-44	All Items	lb.	\$112,671.00	0.00%	\$112,671.00
Option Year Two (2)					
Item No.	Description	Unit of Measure	Yearly Total	Annual % Rate Increase	Year 2 Total
1-44	All Items	lb.	\$112,671.00	0.00%	\$112,671.00
				Total (Years 1 - 3)	\$338,013.00
				Option (Years 1 - 2)	\$225,342.00
				Grand Total	\$563,355.00
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u>					
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.					
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:					
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)					
NO OPTION OFFERED					
AMENDMENTS ACKNOWLEDGED:				YES	
BIDS SOLICITED: 148 LOCAL BIDS SOLICITED: 77 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 0					
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.					

2025-0231 Viewers List

No.	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Olus Distributing Inc.	El Paso	TX
2	915 Maintenance and Contracting	El Paso	TX
3	Boba Loca on Wheelz	El Paso	TX
4	Consilio Mentis LLC	El Paso	TX
5	ConstructConnect	Cincinnati	OH
6	Deltek	Herndon	VA
7	Ekenex Ventures and Services	Dallas	TX
8	Horizon Roll Off Services	Horizon City	TX
9	Rio Seco Ag and Supply	Clint	TX
10	S&T Refrigeration	El Paso	TX
11	Southern Flavz BBQ	El Paso	TX
12	Sun City Eco Wash LLC	El Paso	TX
13	The Bug Company of Minnesota Inc	Ham Lake	MN
14	UT CONTRACTORS LLC	Irving	TX
15	Walker Systems78 LLC	Horizon City	TX

Inadequate Competition Survey

2025-0231 Zoo Produce Diet (Re-bid)

Number of Views

Sample Size Scale

Sample Size Selected

15	
17 or less - Contact	4
18 to 23 - Contact	5
24 to 27 - Contact	6
28 or More - Contact	25%
4	

Survey Questions:

Please indicate, why you did not respond to our solicitation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)	1	25%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline	1	25%
Not interested	1	25%
Does not have equipment		0%
Out of business		0%
No response	1	25%
Total	4	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate	2	50%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were limited or closed		0%
Did not receive/no opinion	1	25%
Just needed more time to review.		0%
Did not receive bid notification.	1	25%
Total	4	100%

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	Javier Ponce
Business Name	Olus Distributing, Inc.
Agenda Item Type	2025-0231 Zoo Produce Diet (Re-bid)
Relevant Department	Zoo

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: _____

08.05-25



Legislation Text

File #: 25-1412, 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

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of \$152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

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



DEPARTMENT: Real Estate

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: (915) 212-0825

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Buyer, for the purchase price of \$152,000.00; such real property legally described as Tract 17-B-2-A-5, Block 12, Ysleta Grant, in the City of El Paso, El Paso County, Texas according to the resurvey of Ysleta Grant made for tax purposes, and numbered as 12 Ysleta TR 17-B-2-A-5, El Paso, Texas 79907.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 88532, consisting of approximately 0.58 acres of vacant land, that is proposed to be conveyed to Angelica De La Cruz.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

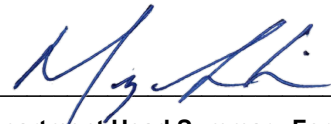
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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 AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO BUYER, FOR THE PURCHASE PRICE OF \$152,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS TRACT 17-B-2-A-5, BLOCK 12, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS ACCORDING TO THE RESURVEY OF YSLETA GRANT MADE FOR TAX PURPOSES, AND NUMBERED AS 12 YSLETA TR 17-B-2-A-5, EL PASO, TEXAS 79907.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, this property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253.

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as TRACT 17-B-2-A-5, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, and numbered as 12 YSLETA TR 17-B-2-A-5, El Paso, Texas 79907, such property being owned by the City of El Paso, for the purchase price of \$152,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Buyer, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

(Signatures on next page)

ORDINANCE NO. _____

HQ 5759 | Tran # 622671 | Real Estate
Van Haselen- PID 88532
MMH

(Signature Page)

ADOPTED this _____ day of _____ 2025.

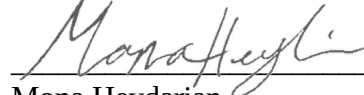
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

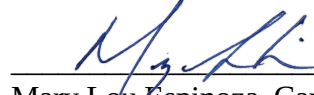
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT



Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
Van Haselen-PID 88532

This Contract of Sale (“**Agreement**”) is made this _____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Angelica De La Cruz (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
 - 1. Tract 17-B-2-A-5, Block 12, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, and numbered as 12 YSLETA TR 17-B-2-A-5, El Paso, Texas 79907 and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, as further described in **Attachment “A”**, the “**Property**”.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. The Buyer will pay the Seller a total amount of \$152,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller (“**Title Company**”) at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$1,520.00 (“**Deposit**”), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
 - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 - 2. No leasehold rights or interests have been granted and are currently in effect involving

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following

rights:

1. **INSPECTION.** The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**
2. **TITLE INSURANCE.** The Buyer will, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer’s objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the

Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
 - 1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
 - 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 - 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
 - 4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
 - 1. The Purchase Price minus the Deposit that is being held by the Title Company.
 - 2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
 - 3. Any other items requested by the Title Company to finalize the closing of this Agreement.

P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy: City of El Paso
Capital Assets Manager, Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Angelica De La Cruz
12371 Paseo Nuevo Drive
El Paso, Texas 79928

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

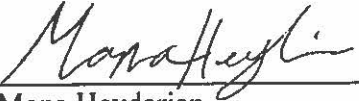
(Signatures begin on the following pages)

EXECUTED by City the ____ day of _____, 2025

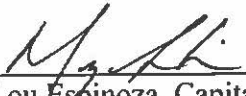
SELLER:
CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:


Mona Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:


Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

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:

EXECUTED by Buyer the ____ day of _____, 2025

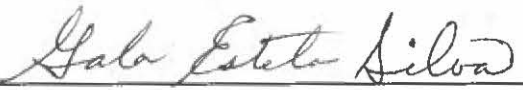
BUYER:

Angelica De La Cruz

By: 
Angelica De La Cruz

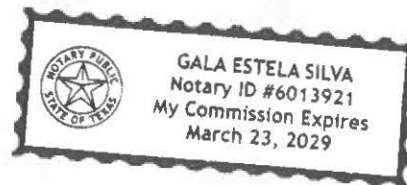
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

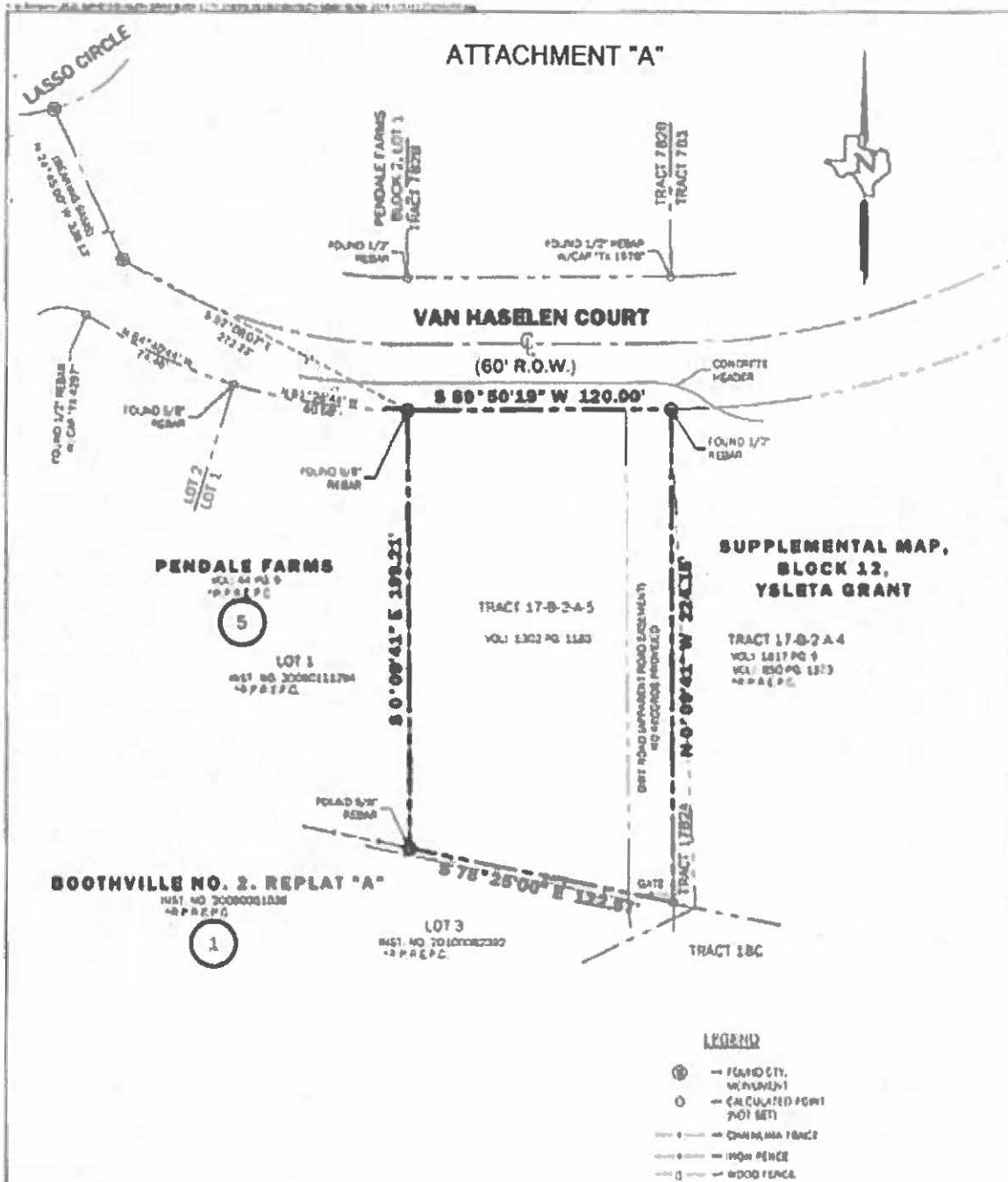
This instrument was acknowledged before me on this 5th day of November, 2025
by Angelica De La Cruz, as Buyer.


Notary Public, State of Texas

My commission expires:

03-23-2029





•• P R E P •• REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "C", AS SHOWN ON MAP NO. 48224-0048. A MAP REVISED 02/18/2006 FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS ALSO STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. SURVEY SHOWN ARE BASED ON THE FILED PLAN FOR YSLETA GRANT.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY SEA INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCELS.
4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTIONS, CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SIGHT OF THE ACCURACY OR DEFECTS OF THIS PLAN.

5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE PURPOSES BY THE MERCHANDISE MORTGAGE COMPANY, ANCHOR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY ANCHOR (LAND) TITLE INSURANCE COMPANY OF NO. 25120067, DATED 07/05/2006.
7. THIS PROPERTY MAY BE SUBJECT TO AGREEMENT IN VOLUME 183, PAGE 4, AND VOLUME 112, PAGE 30, REFERRED IN VOLUME 483, PAGE 306.
8. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON IMPLIES NO EXPRESSION OF PROFESSIONAL OPINION REGARDING THE EVIDENCE LOCATED AT THE TIME OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AND IS ACCESSED EXCLUSIVELY TO THE HAPPEL BARRAGAN SURVEYOR.

Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM # 10151200
10950 Porters Dr. Building F
El Paso, TX 79905
Phone (915) 591-5709 Fax (915) 591-5706

Plat of Survey

TRACT 17-B-2-A-5, BLOCK 12,
YSLETA GRANT,
IN THE CITY OF EL PASO,
EL PASO COUNTY, TEXAS,
ACCORDING TO THE RESURVEY OF YSLETA
GRANT MADE FOR TAX PURPOSES.
AREA 0.58 ACRES ±

Plat Reference Clerk's File No. N/A

I hereby certify that this survey was done on the
GRANT BY ME OR UNDER MY SUPERVISION



Surveyor's Seal No. 5615
JCR No. 2500206 Copy Rights ©

Scale: 1" = 60' Date: 10/06/2025 Drawn By: JA Filed: JM Desc: 11/A Page: N/A

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: - Angelica De La Cruz

Grantee's Mailing Address: 12371 Paseo Nuevo Drive
El Paso, TX 79928

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Tract 17-B-2-A-5, Block 12, YSLETA GRANT, in the City of El Paso, El Paso County, Texas according to the resurvey of YSLETA GRANT made for tax purposes, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof, as more particularly described in Attachment "A".

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be added per title commitment.]

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the

Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

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

Angelica De La Cruz

Business Name

Tristar Aeronautical Inc

Agenda Item Type

Sale of city-owned real estate

Relevant Department

Real Estate

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: _____

11/5/2025



Legislation Text

File #: 25-1413, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of \$165,000; such real property legally described as Alameda & Piedras-PID 212380.

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



DEPARTMENT: Real Estate

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: (915) 212-0825

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Cortez Wholesale Inc., for the purchase price of \$165,000; such real property legally described as Alameda & Piedras-PID 212380.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 212380, consisting of approximately 0.34 acres of land, currently being utilized as a parking lot by an abutting retail business, that is proposed to be conveyed to Cortez Wholesale Inc.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

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 AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO CORTEZ WHOLESALE INC., FOR THE PURCHASE PRICE OF \$165,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS ALAMEDA & PIEDRAS-PID 212380.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Chapter 253, Texas Local Government Code; and

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of \$165,000.00. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Cortez Wholesale Inc., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED on this ____ day of _____ 2025.

CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT

Mary Lou Espinoza
Capital Assets Manager

ORDINANCE NO. _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
Alameda & Piedras-PID 212380
El Paso, TX 79901

This Contract of Sale (“**Agreement**”) is made this _____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Cortez Wholesale Inc. (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
 - 1. Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas., as further described in **Attachment “A”**, the “**Property**”.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. The Buyer will pay the Seller a total amount of \$165,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller (“**Title Company**”) at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$1,650.00 (“**Deposit**”), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
 - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any "as-built" plans for any improvements on the Property, if any;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. **INSPECTION.** The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (“**Inspection Period**”). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY’S OFFICER’S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER’S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY’S FEES AND COURT COSTS INCURRED BY THE SELLER.**
2. **TITLE INSURANCE.** The Buyer will, at the Buyer’s sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer’s expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment “A”, then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (“**Title Review Period**”) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer’s objections, if any. If the Buyer does not send the Seller a written notice with the Buyer’s objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer’s objections:
 - a. Notify the Buyer that the Seller will cure the Buyer’s objections before the

Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer

may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
 4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Deposit that is being held by the Title Company.
 2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
 3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax

rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 CityManager1@elpasotexas.gov
---------	--

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy: City of El Paso
Capital Assets Manager, Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Cortez Wholesale Inc.
111 N Piedras Street
El Paso, TX 79901

- E. **CONFIDENTIALITY.** The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. **GOVERNING LAW.** This Agreement is governed by Texas law.
- G. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts.
- Q. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

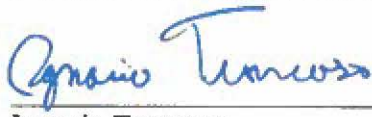
(Signatures begin on the following pages)

EXECUTED by City the ____ day of _____, 2025

SELLER:
CITY OF EL PASO, TEXAS

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

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:

EXECUTED by Buyer the 11 day of November, 2025

BUYER:

Cortez Wholesale Inc.

By: [Signature]
Ivan Cortez

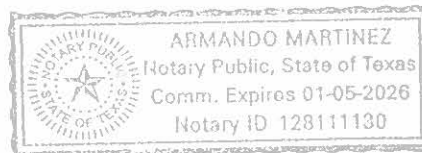
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11 day of November, 2025
by _____, as _____ of the **Buyer**.

[Signature]
Notary Public, State of Texas

My commission expires:

01/05/2026



**ATTACHMENT “A”
PROPERTY SURVEY**

ATTACHMENT "A"

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION

Description of portion of fractional, Block "0", Bassett Addition, filed for record in volume 5 page 21. Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a found City monument at an offset 10 feet East from Poplar Street centerline intersecting with an offset 15 feet North from Alameda Avenue centerline; from which a found City monument at said offset 10 feet East from Poplar Street centerline intersecting with an offset 10 feet North from Texas Avenue centerline, bears N 33° 41' 29" W, of a distance of 279.18 feet; THENCE, S 86° 25' 53" E, along the monument line of Alameda Avenue at a 15 foot offset North, a distance of 276.42 feet to a point; THENCE, N 03° 34' 07" E, leaving said monument line, a distance of 35.00 feet to a set nail on the northerly line of Alameda Avenue, being the POINT OF BEGINNING of this description;

THENCE, N 56° 13' 52" E, a distance of 123.32 feet to a set "v" mark for corner;

THENCE, S 03° 28' 30" W, a distance of 39.74 feet to a set nail, for corner on the westerly right-of-way line of N Piedras Street;

THENCE, 55.04 feet, along an arc of a curve to the right with a radius of 35.00 feet, an interior angle of 90° 05' 37", and a chord which bears S 48° 31' 18" W, a distance of 49.54 feet to a set nail on the northerly right-of-way line of Alameda Avenue;

THENCE, N 86° 25' 53" W, a distance of 63.11 feet along the northerly right-of-way line of Alameda Avenue, to the POINT OF BEGINNING of this description and containing in all 0.34 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This description was done without the benefit of a title report.
5. A Plat of Survey dated 10/06/2025 accompanies this description.


Benito Barragan TX R.P.L.S 5615,
Barragan & Associates Inc.
Texas Surveying Firm # 10151200
October 27, 2025
Job No. 251002-05

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: Cortez Wholesale Inc.

Grantee's Mailing Address: 111 N Piedras Street
El Paso, TX 79901

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Fractional Block "O", BASSETT ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 5, Page 21, Real Property Records, El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever.

The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

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	Ivan Cortez
Business Name	Cortez Wholesale Inc.
Agenda Item Type	Sale of City-owned land
Relevant Department	Real Estate

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: 11-11-2025



Legislation Text

File #: 25-1414, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, Alex Alejandre, (915) 212-1642

AGENDA LANGUAGE:

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

An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas.

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.

Applicant: Jacob Harris, Plexxar Unit #1 LLC. SURW25-00011

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: 915-212-1553

2nd CONTACT PERSON NAME: Alex Alejandre

PHONE NUMBER: 915-212-1642

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance Vacating a portion of Resler Drive Right-of-Way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas.

Subject Property: South of Paseo Del Norte Rd. and West of Resler Dr.
Applicant: Jacob Harris, Plexxar Unti #1 LLC. SURW25-00011

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a portion of Resler Dr. ROW, this vacation includes the portion outside of the travel lanes and sidewalk and consists of an area encumbered by multiple utility easements, intent of the applicant is to utilize the vacated area for parking and landscaping. City Plan Commission recommended 5-0 to approve the proposed vacation on August 14, 2025. As of 11/12/2025 the Planning Division has received one email in support of the vacation request, and no opposition. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Notices of the proposed right-of-way vacation were sent on July 28, 2025 to all property owners within 200 feet of the subject property. Legal notice was placed in the El Paso Times on July 28, 2025 informing of the scheduled August 14, 2025 City Plan Commission hearing.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Please see attached campaign contribution form.

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Philip Fiore

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

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF RESLER DRIVE RIGHT-OF-WAY
LOCATED ON A 0.172-ACRE PORTION OF TRACT 1B, S.J. LARKIN SURVEY 266, EL
PASO, EL PASO COUNTY, TEXAS**

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Resler Drive Right-of-way located on a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated, subject to the following condition:

The vacated right-of-way shall be subject to a grant of public utility easements from the abutting property owner to the utility companies that have installations within the vacated right-of-way, and which are further described and identified in Exhibit "B".

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Plexxar Unit #1 LLC.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

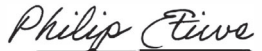
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto **Plexxar Unit #1 LLC** (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A 0.172-ACRE PORTION OF TRACT 1B, S.J. LARKIN SURVEY 266, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2025.

CITY OF EL PASO

ATTEST:

Dionne Mack, City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 20__,
by Dionne Mack, as City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:

**Plexxar Unit#1 LLC
1865 Northwestern Dr.
El Paso, Texas 79912**

EXHIBIT A

Property description: A 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument found at the intersection of Resler Drive (130-foot right-of-way; January 9, 2002, Book 4197, Page 364, Deed Records, El Paso County, Texas) and Helen of Troy Drive (90-foot right-of-way; April 4, 2020, unrecorded City of El Paso Resolution); Thence, 70.06 feet along the arc of a curve to the right, having a radius of 1940.00 feet, a central angle of $2^{\circ}04'09''$, and a chord which bears North $40^{\circ}13'13''$ West, a distance of 70.06 feet; Thence, South $50^{\circ}48'52''$ West, a distance of 65.00 feet to the common boundary between Resler Drive right-of-way and Plexxar South Unit 4 (Clerk's File No. 20230058252, Plat Records, El Paso County, Texas); Thence, 886.99 feet along said common boundary and along the arc of a curve to the right, having a radius of 1982.50 feet, and a chord which bears North $26^{\circ}22'06''$ West, a distance of 879.61 feet; Thence, North $13^{\circ}33'03''$ West, continuing along said common boundary, a distance of 13.37 feet to the boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, and the **POINT OF BEGINNING** of this description;

THENCE, along said common boundaries, the following courses and distances:

South $76^{\circ}26'57''$ West, a distance of 50.00 feet;

North $13^{\circ}33'03''$ West, a distance of 150.00 feet;

North $76^{\circ}26'57''$ East, a distance of 50.00 feet;

THENCE, South $13^{\circ}33'03''$ East, continuing along said boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, a distance of 150.00 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.172 acres (7,500 square feet) of land more or less.

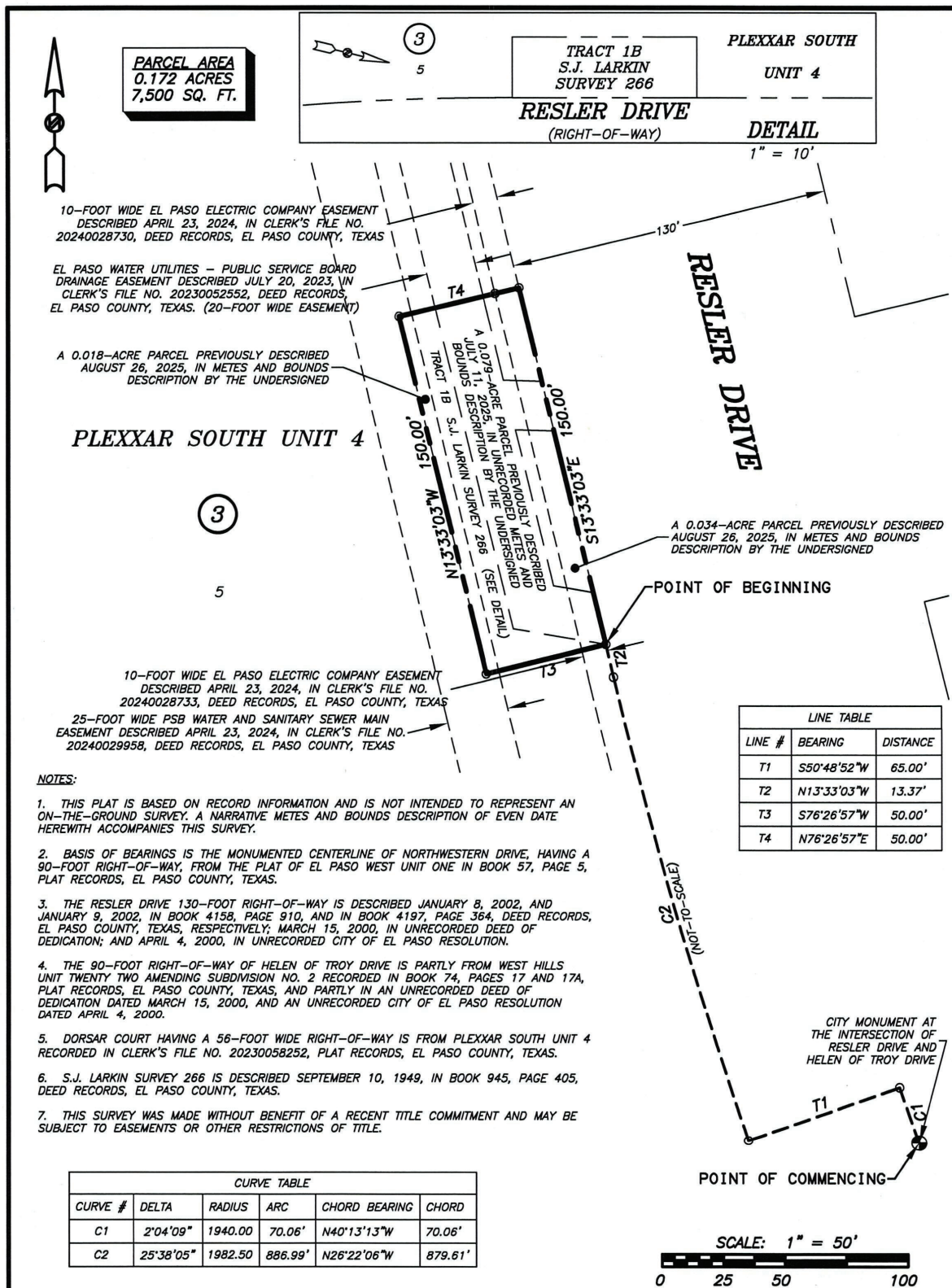
NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveyors License No. 10060500

Mark U. Balansay, R.L.S.
President
Texas License No. 6489

Job Number 24-0004
April 29, 2024





ROBERT SEIPEL ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

220 BAGWELL CT. EL PASO, TX 79932 915-877-1928



REVISED: 11-12-25

A 0.172-ACRE PORTION OF
TRACT 1B, S.J. LARKIN SURVEY 266,
EL PASO, EL PASO COUNTY, TEXAS

TEXAS REG. SURVEYING FIRM 10060500

COPYRIGHT © 2025 ROBERT SEIPEL ASSOCIATES, INC.
ALL RIGHTS RESERVED

DATE: 04-29-24
SCALE: 1" = 50'
DRAWN BY: MUB
CHK'D BY:
FB: ~
FILE #: 24-0004
REVISED: 11-12-25

Resler Drainage ROW Vacation



City Plan Commission — August 14, 2025 **[REVISED]**

CASE NUMBER/TYPE:	SURW25-00011 – Right-of-Way Vacation
CASE MANAGER:	Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov
PROPERTY OWNER:	Plexxar Unit #1, LLC
REPRESENTATIVE:	Jacob Harris
LOCATION:	South of Paseo Del Norte Rd. and West of Resler Dr. (District 1)
PROPERTY AREA:	0.17 acres
VESTED RIGHTS STATUS:	Not Vested
PARK FEES:	Park Fees Not Required
ZONING DISTRICT(S):	C-4 (Commercial)
PUBLIC INPUT:	No opposition received as of August 13, 2025

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Resler Drainage Right-of-Way Vacation.

RESLER DRAINAGE ROW VACATION



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to vacate a 0.17 acre portion of right-of-way from Resler Drive in order to accommodate future parking and landscape. The area requested to be vacated is approximately fifty (50') feet by one hundred and fifty (150') feet.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	C-4 (Commercial District) / Commercial Development
South	C-4 (Commercial District) / Commercial Development
East	C-4 (Commercial District) / Commercial Development
West	C-1 (Commercial District) / Multi-Family Dwellings
Nearest Public Facility and Distance	
Park	Autumn Sage Park (0.29 miles)
School	Silvestre & Carolina Elementary School (0.72 miles)
Plan El Paso Designation	
G-7, (Industrial)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on July 28, 2025 to all property owners within 200 feet of the subject property, and notice was posted in the July 28, 2025 edition of the El Paso Times. As of August 13, 2025, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the (CPC) City Plan Commission for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1

RESLER DRAINAGE ROW VACATION



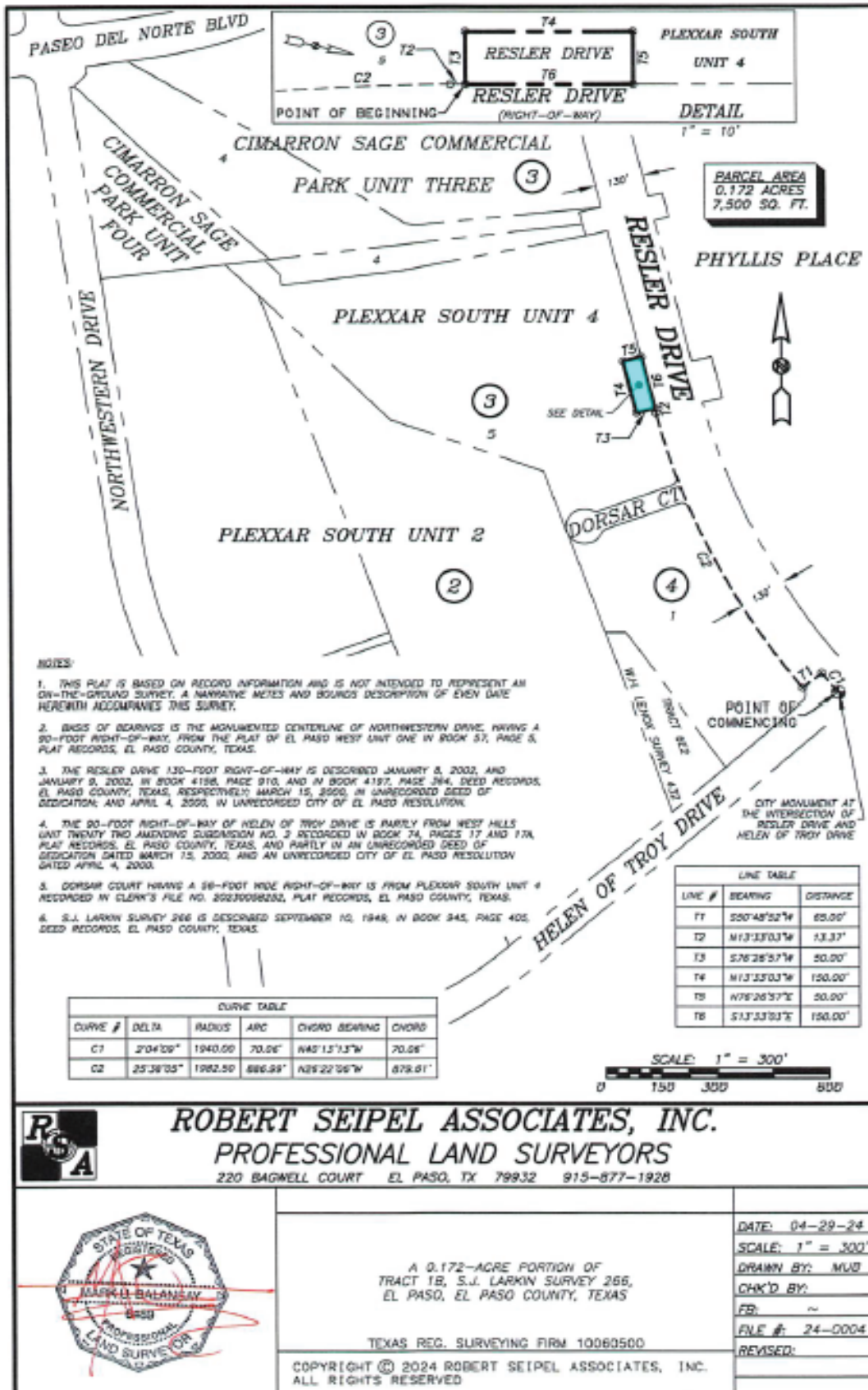
0 15 30 60 90 120 Feet

Subject Property



This map is designed for illustrative purposes only. The facilities depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than 1:10,000 can induce errors and may lead to misinterpretation of the data. The City of El Paso Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

Property description: A 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a 0.172-acre portion of Tract 1B, S.J. Larkin Survey 266 (September 10, 1949, Book 945, Page 405, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at a city monument found at the intersection of Resler Drive (130-foot right-of-way; January 9, 2002, Book 4197, Page 364, Deed Records, El Paso County, Texas) and Helen of Troy Drive (90-foot right-of-way; April 4, 2020, unrecorded City of El Paso Resolution); Thence, 70.06 feet along the arc of a curve to the right, having a radius of 1940.00 feet, a central angle of $2^{\circ}04'09''$, and a chord which bears North $40^{\circ}13'13''$ West, a distance of 70.06 feet; Thence, South $50^{\circ}48'52''$ West, a distance of 65.00 feet to the common boundary between Resler Drive right-of-way and Plexxar South Unit 4 (Clerk's File No. 20230058252, Plat Records, El Paso County, Texas); Thence, 886.99 feet along said common boundary and along the arc of a curve to the right, having a radius of 1982.50 feet, and a chord which bears North $26^{\circ}22'06''$ West, a distance of 879.61 feet; Thence, North $13^{\circ}33'03''$ West, continuing along said common boundary, a distance of 13.37 feet to the boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, and the **POINT OF BEGINNING** of this description;

THENCE, along said common boundaries, the following courses and distances:

South $76^{\circ}26'57''$ West, a distance of 50.00 feet;

North $13^{\circ}33'03''$ West, a distance of 150.00 feet;

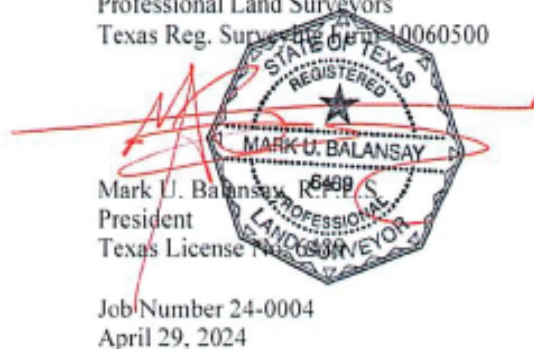
North $76^{\circ}26'57''$ East, a distance of 50.00 feet;

THENCE, South $13^{\circ}33'03''$ East, continuing along said boundary of Tract 1B, S.J. Larkin Survey 266, El Paso, El Paso County, Texas, a distance of 150.00 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.172 acres (7,500 square feet) of land more or less.

NOTE: THIS DESCRIPTION IS BASED ON RECORD INFORMATION AND IS NOT INTENDED TO REPRESENT AN ON-THE-GROUND SURVEY. A PLAT OF EVEN DATE HERewith ACCOMPANIES THIS DESCRIPTION.

ROBERT SEIPEL ASSOCIATES, INC.
Professional Land Surveyors
Texas Reg. Surveyor No. 10060500



ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 7/11/2025 File No. _____

1. APPLICANTS NAME Plexcar Unit #1 LLC
ADDRESS 1865 Northwestern Dr ZIP CODE 79912 TELEPHONE 915-877-4300

2. Request is hereby made to vacate the following: (check one)

Street ☐ Alley ☐ Easement ☐ Other ☒

Street Name(s) _____ Subdivision Name Plexcar South Unit 4

Abutting Blocks Block 3 Abutting Lots _____

3. Reason for vacation request: Proposed Parking & Landscaping

4. Surface Improvements located in subject property to be vacated:

None ☐ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☒

5. Underground Improvements located in the existing rights-of-way:

None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐

6. Future use of the vacated right-of-way:

Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☒ Landscaping

7. Related Applications which are pending (give name or file number):

Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>[Signature]</u>	<u>Plexcar South Unit 4</u>	<u>915-877-4300</u>
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

OWNER SIGNATURE: [Signature] Plexcar Unit #1 LLC 915-877-4300
(Print) (Phone)
REPRESENTATIVE SIGNATURE: [Signature]
REPRESENTATIVE CONTACT (PHONE): 915-222-1736 (E-MAIL): jacob@plexcar.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

ATTACHMENT 5

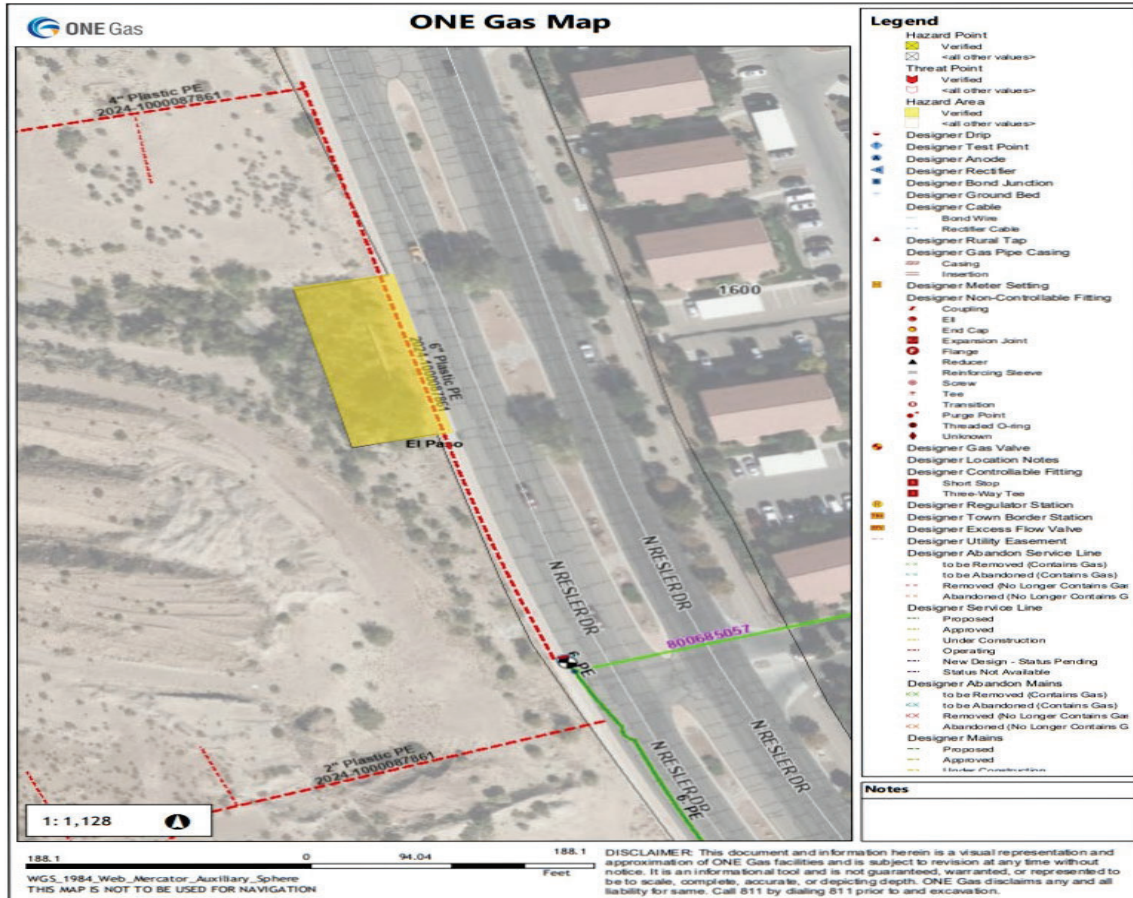
Planning and Inspections Department- Planning Division

No adverse comments, recommend approval of the ROW vacation request with a full-width underground utility easement be retained within the right-of-way to be vacated.

- Include the existing 25-foot PSB easement in the vacation survey and the new easement survey.

Texas Gas

In reference to case SURW25-00011 - Resler Drainage R.O.W. Vacation, Texas Gas Service has a 6" PE Pipe along Resler Dr - under sidewalk (see image below as reference).



Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval**. The Developer/Engineer shall address the following comments:

1. Define new entity responsible for maintenance of drainage system infrastructure within the ROW area being vacated.
2. Secure a drainage easement for area being vacated.
3. It is recommended to restrict any landscaping in this area to prevent roots or other damages to the subterranean storm sewer system.
4. Provide print-out of the mathematical closure of the exterior boundary of the subdivision indicating the error of closure.

Parks and Recreation Department

We have reviewed **Resler Drainage ROW Vacation** survey maps and on behalf of the Parks & Recreation Department we offer “No” objections to this proposed Public Right-of-way vacation request.

El Paso Water

We have reviewed the above referenced vacation request and provide the following comments:

EPWater-PSB objects to this request. Include the existing 25-foot PSB easement in the vacation survey and the new easement survey

EPWater requests a 6-foot PSB easement along the west side of the property to be vacated

Water:

There is an existing 36-inch diameter water main extending along Resler Dr. The water main is located approximately 16 feet east of the eastern property line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 8-inch diameter water main extending within a 25-foot PSB easement parallel to Resler Dr. that is available to provide service. The water main is located approximately 50 feet west of the eastern property line.

Sanitary Sewer:

There is an existing 8-inch diameter sewer main extending within a 25-foot PSB easement parallel to Resler Dr. that is available to provide service. The sewer main is located approximately 63 feet west of the eastern property line.

There is an existing 12-inch diameter sewer main extending along Resler Dr. that is available to provide service. The sewer main is located approximately 52 feet west of the eastern right-of-way.

Reclaimed:

There is an existing 20-inch diameter reclaimed water main extending along Resler Dr. The reclaimed water main is located approximately 30 feet east of the center line of the right-of-way. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

General:

No building, reservoir, structure, parking stalls, or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWU-PSB easement without the written consent of EPWU-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs, or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign, or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWU-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWU maintenance vehicles. EPWU-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

(El Paso Water Comments to be addressed prior to approval by City Council)

Stormwater:

We have reviewed the subdivision described above and provided the following comments:

1. If the ROW is vacated, a "Drainage Easement", that covers the Storm sewer infrastructure, shall replace it.
2. Landscaping will be allowed if access to the junction box, via a manhole, is maintained.
3. Once the easement is established in relation to the proposed parking, parking may be permitted.

Streets and Maintenance Department

Traffic & transportation engineering has the following comments:

- Grant vacation/ dedication with the exception of no parking or landscaping allowed.

Street Lights:

Does not object to this request. Any proposed change on Resler Dr. Arterial Lighting project shall be coordinated with the government department in charge. Any change on the existing street illumination system shall be coordinated with Street Lights Department. Complete set of plans for street illumination shall be submitted to Street Lights Department.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***.

The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that a project that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

Contract Management:

- For all proposed improvement within the city right-of-way, follow the Design Standards for Construction (DSC) in accordance with the municipal code, and include detailed information.
- Verify that all curb cut locations and driveway approaches comply with current city spacing and sight distance requirements.
- Indicate that any damaged structure within city ROW must be restored to the same or better condition. This applies to asphalt, concrete, manholes, and water valves.
- Ensure that the minimum asphalt repair required after modifying a curve and gutter is at least 2 feet.
- Consider if the easement aligns with future plans for roadway or infrastructure expansion.

El Paso Electric

We have no comments for the Resler Drainage ROW Vacation.

Fire Department

No adverse comments.

Texas Department of Transportation

No TXDOT comments as there appears to be no work affecting the ROW.

El Paso County Water Improvement District #1

The above mentioned item is not within the boundaries of EPCWID.

El Paso County 911 District

No comments received.

El Paso County

No comments received.

Capital Improvement Department

No comments received.

Sun Metro

No comments received.

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

Brent D Harris

Business Name

Agenda Item Type

Right-of-Way Vacation SURW25-00011

Relevant Department

Planning & Inspections

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	Renard Johnson	\$ 7,500. ⁰⁰
District 1	Alejandra Chavez	\$ 1,000. ⁰⁰
District 2		
District 3		
District 4		
District 5		
District 6	Art Fierro	\$ 250. ⁰⁰
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: _____

[Handwritten Signature]

Date: _____

11/12/25



Legislation Text

File #: 25-1415, Version: 2

**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

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance granting a Special Privilege License to Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of City Right-of-way at 312 E. Overland Avenue, El Paso, Texas; setting the license term for ten years (10) with one (1) renewable ten (10) year term.

Subject Property: 312 E. Overland Avenue

Applicant: Comanche EP LLC PSPN25-00002

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: December 2, 2025

PUBLIC HEARING DATE: December 16, 2025

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez

PHONE NUMBER: (915) 212-1605

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting a Special Privilege License to Comanche EP LLC to permit the existing aerial encroachment of a balcony, the surface encroachment of (2) two sets of stairs and a backflow water preventer, and the subsurface encroachment of a basement, all within a portion of the City Right-of-Way at 312 E. Overland Avenue, El Paso, Texas; setting the License Term for ten years (10) with one (1) renewable ten (10) year term. (PSPN25-00002)

Subject Property: 312 E. Overland Avenue

Applicant: Comanche EP LLC

BACKGROUND / DISCUSSION:

This special privilege license at 312 E. Overland is for the surface encroachment in the alley consisting of two sets of stairs providing access to the fire riser room and a building entrance, as well as a backflow water preventer. Additionally, the request includes an aerial encroachment for a balcony overlooking Overland Avenue at the front of the building. The proposed term is 10 years, with an additional 10-year option.

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: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO COMANCHE EP LLC TO PERMIT THE EXISTING AERIAL ENCROACHMENT OF A BALCONY, THE SURFACE ENCROACHMENT OF (2) TWO SETS OF STAIRS AND A BACKFLOW WATER PREVENTER, AND THE SUBSURFACE ENCROACHMENT OF A BASEMENT, ALL WITHIN A PORTION OF CITY RIGHT-OF-WAY AT 312 E. OVERLAND AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **Comanche EP, LLC** (hereinafter referred to as the “Grantee”). This License will permit the maintenance, use, and repair of the following existing encroachments within the City right-of-way: a surface encroachment consisting of two (2) sets of stairs, occupying a total area of approximately 112.70 square feet, and a backflow water preventer measuring approximately eight (8) square feet, both located in the alley as show in *Exhibit “A”*; an aerial encroachment consisting of a balcony projecting four (4) feet one (1) inch over City right-of-way in front of the building, totaling 56 square feet, as shown in Exhibit B; and a subsurface encroachment consisting of an existing basement extending approximately 351 square feet beneath the sidewalk along the front of the building shown in Exhibit “B”.

All items are located within a portion of the City right-of-way, as shown in *Exhibits “A” and “B”* which are made a part hereof for all purposes (hereinafter collectively referred to as the “Encroachments”).

SECTION 2. LICENSE AREA

The rights of the Encroachments granted herein within a portion of City right-of-way located at 312 E. Overland Avenue and legally described as 36 MILLS 39 FT on Overland X 86.667 FT BEG 81 FT W of NEC (3380 SQ FT), CITY OF EL PASO, EL PASO COUNTY, TEXAS, more particularly shown in *Exhibit “C”* which is made part hereof for all purposes (hereinafter referred to as “License Area”).

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way for the existing Encroachments. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City’s use of the right of way for pedestrian access.

Except for the waiver of fees as provided herein, this License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City right-of-way in a clean and orderly condition at all times. In addition to these requirements, the Grantee shall be responsible for costs related to electric and water services within the License area.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the Encroachments as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the Encroachments shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the Encroachments. Work done in connection with the repair and maintenance of the Encroachments is subject to the continuing police power of the city.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Encroachments built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

SECTION 5. TERM

This License shall be for a term of Ten (10) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this License for One (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Encroachments such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege License, the Grantee shall pay to the City an initial fee of TWO THOUSAND SIX HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (2,648.00), which includes a one-time fee for the existing basement encroachment. Thereafter, the annual fee shall be TWO THOUSAND EIGHT THREE AND 00/100 DOLLARS (\$2,083.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the Encroachments, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Accounting & Reporting. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Accounting & Reporting within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Accounting & Reporting.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to SIXTEEN THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$16,218.00). Said \$16,218.00 reflects a three percent (3%) discount rate of the annual fees for the entire TEN (10) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the TEN (10) year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Encroachments required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections

Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest

accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Encroachments or a portion thereof or ceases to use the Encroachments for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the Encroachments, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month

period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Encroachments located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Traffic Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the Encroachments within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

25-5566|TRAN#617796|P&I|RTA
Ordinance - 312 E. Overland Ave.
Page 9 of 19

PSPN25-00002

CITY: City of El Paso
ATTN: City Manager
300 North Campbell Street
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
Financial Accounting & Reporting
ATTN: General Accounting
300 North Campbell Street
El Paso, Texas 79901

GRANTEE: Comanche EP LLC
807 S. El Paso St.
El Paso, Texas 79901
ATTN: George Salom Jr.

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

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

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2025

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Eide

Philip F. Eide, Director
Planning and Inspections Department

WITNESS THE FOLLOWING SIGNATURES AND SEALS

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 12 day of November, 2025.

GRANTEE:

Comanche EP, LLC

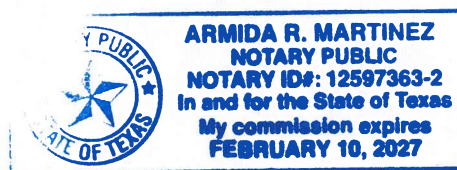
By: George S. S. S. as Principal

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)



This instrument is acknowledged before me on this 12th day of November, 2025, by George S. S. S. as Grantee.

Armida R. Martinez

Notary Public, State of Texas

ARMIDA R. MARTINEZ

Notary's Printed or Typed Name

February 10, 2027

My Commission Expires

EXHIBIT "A"

A Portion of Block 36,
Mills Map Addition,
City of El Paso, El Paso County, Texas

May 15, 2025

METES AND BOUNDS DESCRIPTION

312 E. Overland Avenue
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Block 36, Mills Map Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found chiseled "V" at the northeast boundary corner of Block 36, Mills Map Addition, same being the westerly right-of-way line of Stanton Street (70' R.O.W.) and the southerly right-of-way line of Overland Avenue (70' R.O.W), **THENCE**, leaving said northeast boundary corner of Block 36 and along the southerly right-of-way line of Overland Avenue; South $74^{\circ}26'15''$ West, a distance of 81.00 feet to a set chiseled "V" for corner at the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Overland Avenue, South $15^{\circ}33'45''$ East, a distance of 86.67 feet to a set nail for corner;

THENCE, South $74^{\circ}26'15''$ West, a distance of 39.00 feet to a set nail for corner at the easterly right-of-way line of a 20' Alley,

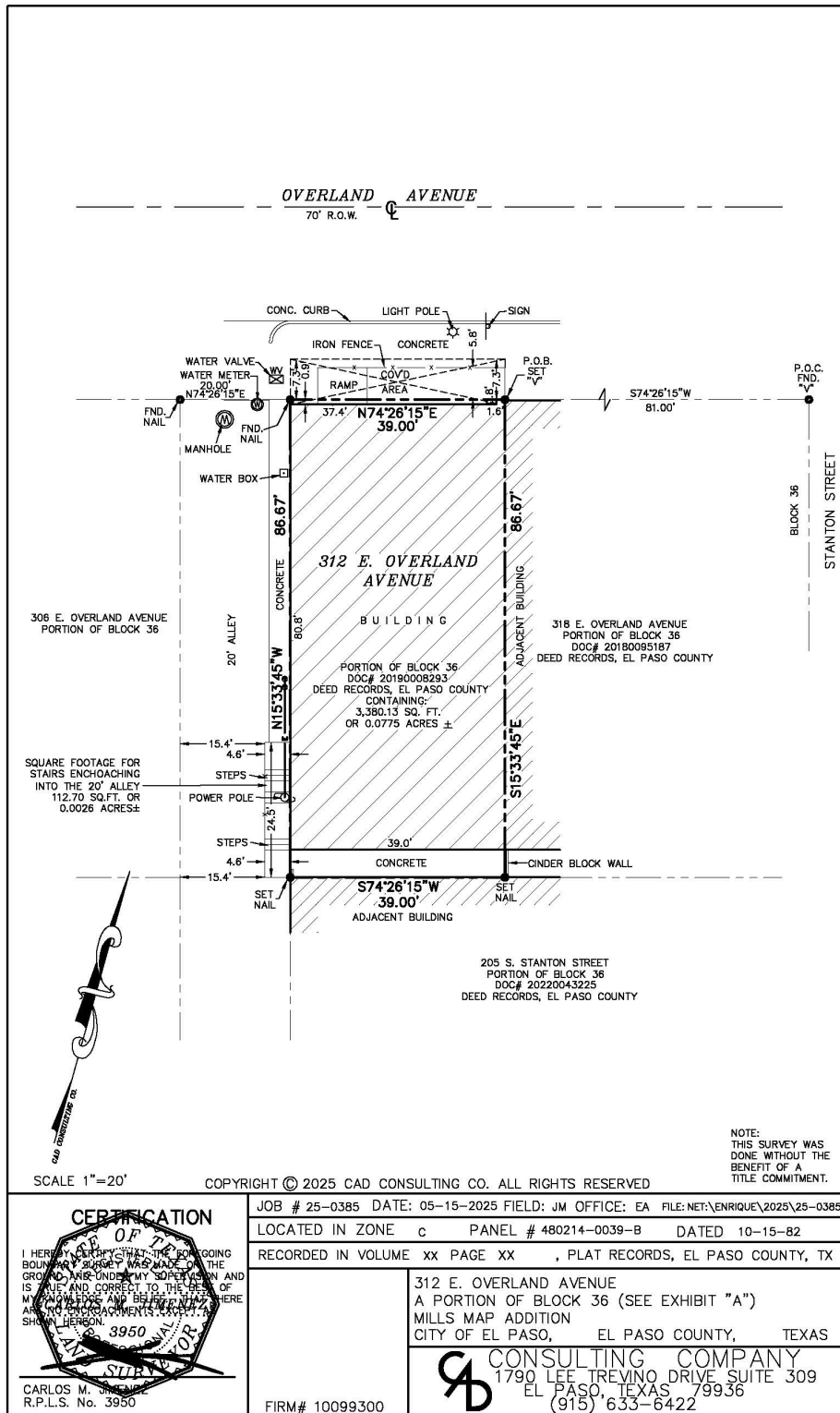
THENCE, along the easterly right-of-way line of a 20' Alley, North $15^{\circ}33'45''$ West, a distance of 86.67 feet to a found nail for corner at the southerly right-of-way line of Overland Avenue;

THENCE, leaving said easterly right-of-way line of a 20' Alley and along the southerly right-of-way line of Overland Avenue, North $74^{\circ}26'15''$ East, a distance of 39.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 3,380.13 square feet or 0.0775 acres of land more or less.

Carlos M. Jimenez
R.P.L.S. # 3950

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2025\25-0385_312 E. Overland.wpd

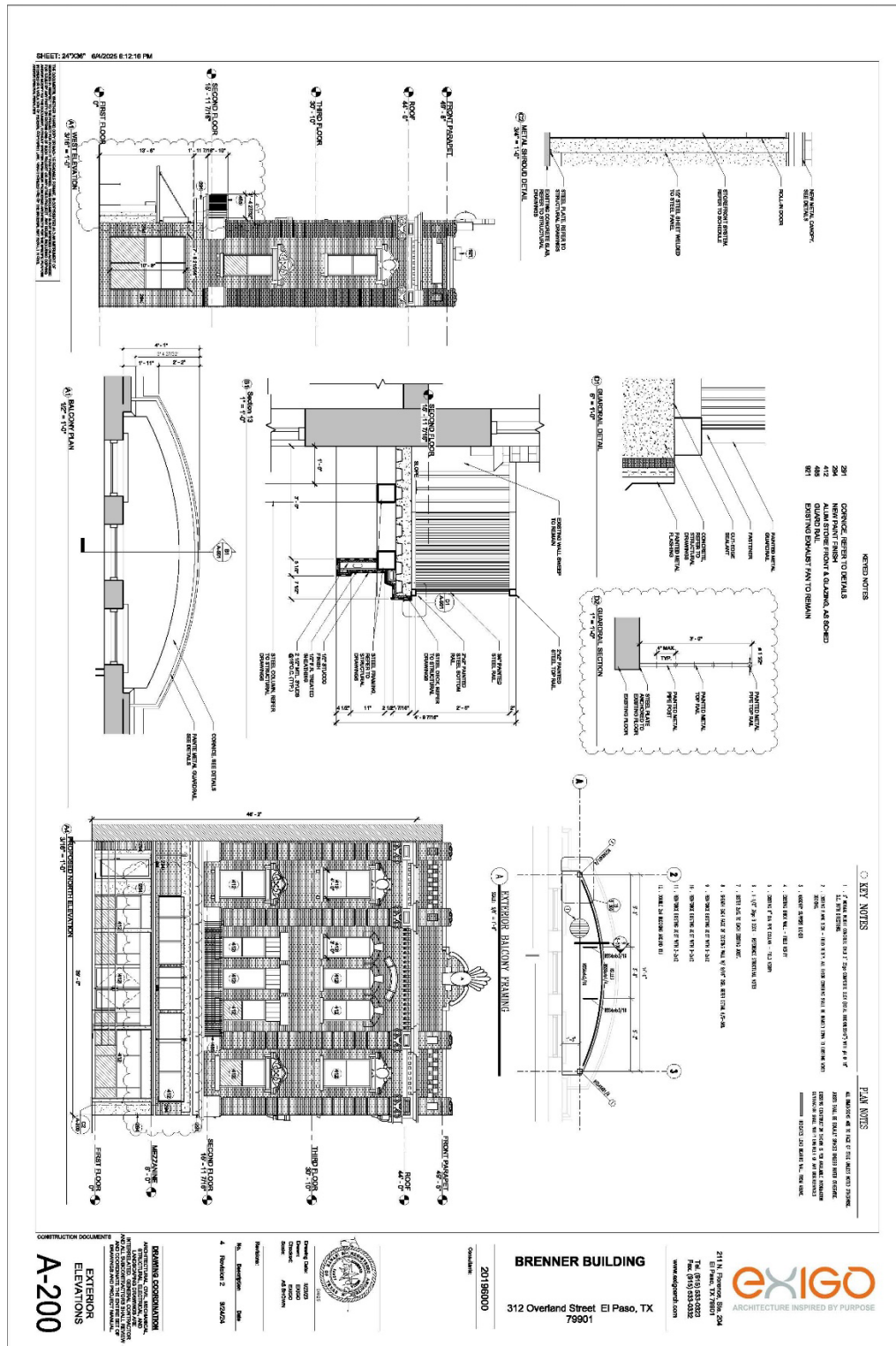




25-5566|TRAN#617796|P&I|RTA
Ordinance - 312 E. Overland Ave.
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PSPN25-00002

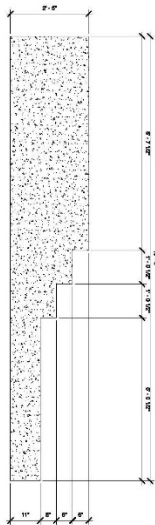
EXHIBIT "B"



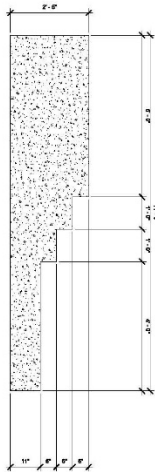
THIS DRAWING IS THE PROPERTY OF EXIGO ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EXIGO ARCHITECTURE.

1 CONCRETE STAIRS

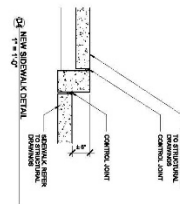
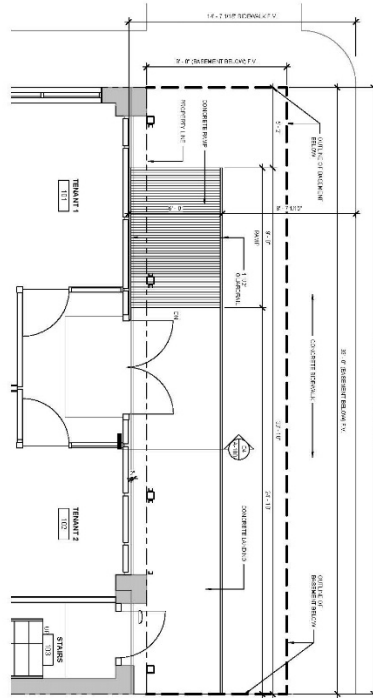
STAIRS AT SERVICE ROOM



STAIRS AT RISER ROOM



SECTION 101 - CONCRETE STAIRS AT SERVICE ROOM



A-100

NEW SITE PLAN

EXIGO ARCHITECTURE
2111 N. GARDNER, SUITE 204
EL PASO, TEXAS 79901
TEL: (915) 555-5333
FAX: (915) 555-5335
WWW.EXIGO.COM

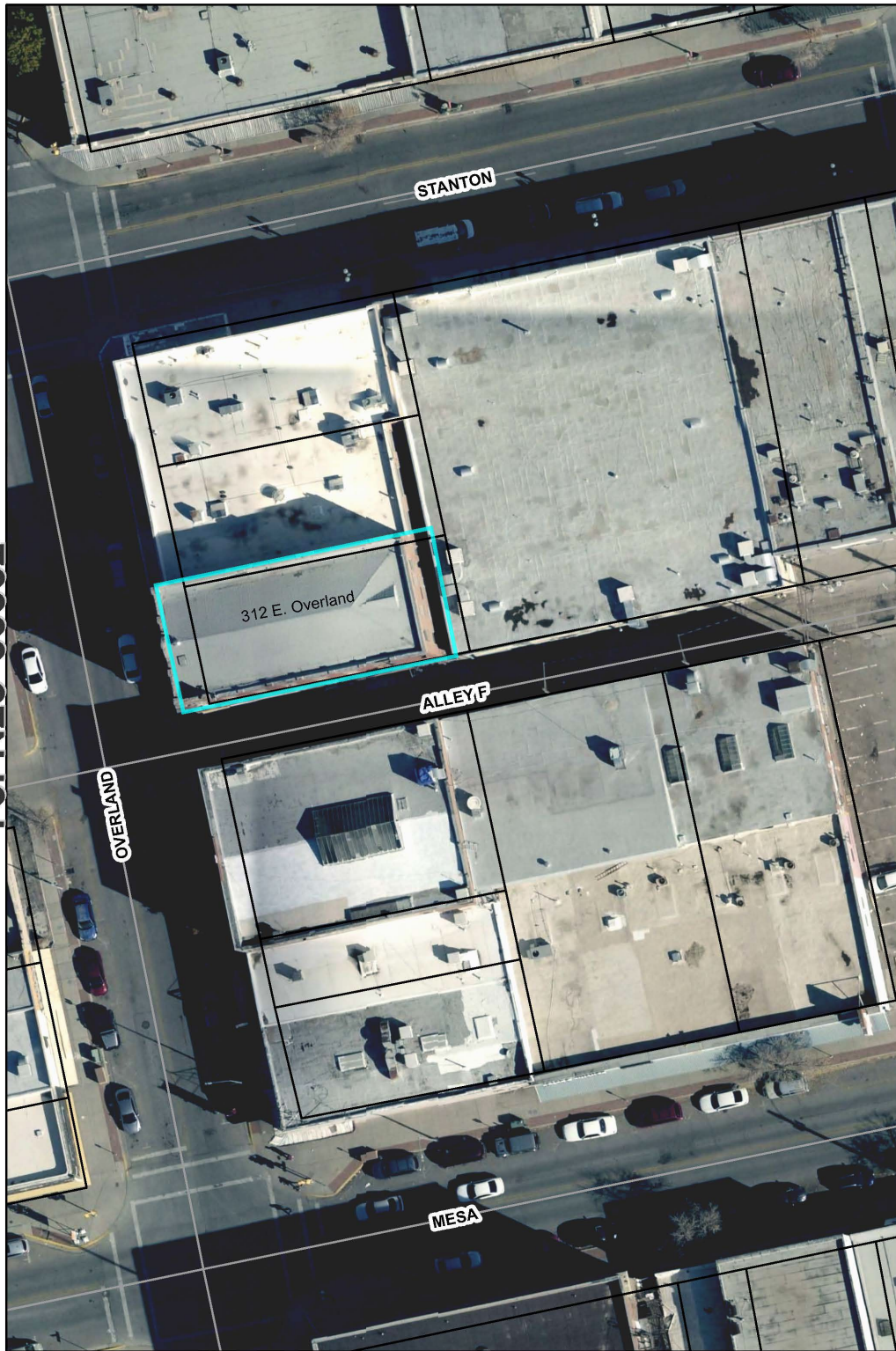
BRENNER BUILDING
312 Overland Street El Paso, TX
79901

201 983000

DATE: 06/11/2025
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
APPROVED BY: J. B. BROWN

EXHIBIT "C"

PSPN25-00002



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

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:

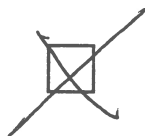
Full Name GEORGE E. SALOM, Jr

Business Name Comanche EP, LLC

Agenda Item Type _____

Relevant Department _____

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



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

OR



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

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

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

Signature: _____

Date: _____

11/10/2025



Legislation Text

File #: 25-1430, 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.

Extraterritorial Jurisdiction and District 8

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 proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

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



DEPARTMENT: Capital Improvement- Grant Funded Programs

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: 12/16/25

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 Network

SUBGOAL:

4.2 Create innovative recreational, education and cultural programs

SUBJECT:

An ordinance amending the 2025 Proposed Thoroughfare System, as incorporated into Plan El Paso, to delete the proposed collector extension of Ninth Street that runs between La Mesa Street and Vinton Avenue; to delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive; and to connect collectors Suncrest Drive and Vin Morella Way to 1-10.

BACKGROUND / DISCUSSION:

The requested deletion of Ninth Street is to reflect the previously approved development plan and is in association with the construction of commercial development to the West of the Outlet Shoppes at El Paso Development. The requested deletion of the proposed collector connection between Suncrest and Vin Rambla is to reflect the existing conditions and is in association with the construction of commercial development in Monticello.

Approval of these amendments will align with both developments Master Plans, facilitate further growth, and maximize transportation connectivity.

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.

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:

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 THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE PROPOSED COLLECTOR EXTENSION OF NINTH STREET THAT RUNS BETWEEN LA MESA STREET AND VINTON AVENUE; TO DELETE THE PROPOSED COLLECTOR CONNECTION BETWEEN SUNCREST DRIVE AND VIN RAMBLA DRIVE; AND TO CONNECT COLLECTORS SUNCREST DRIVE AND VIN MORELLA WAY TO I-10.

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”:

- Delete the proposed collector connection between Suncrest Drive and Vin Rambla Drive
- Connect collectors Suncrest Drive and Vin Morella Way to I-10
- Delete the proposed collector extension of Ninth Street that runs between La Mesa St and Vinton Avenue.

(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

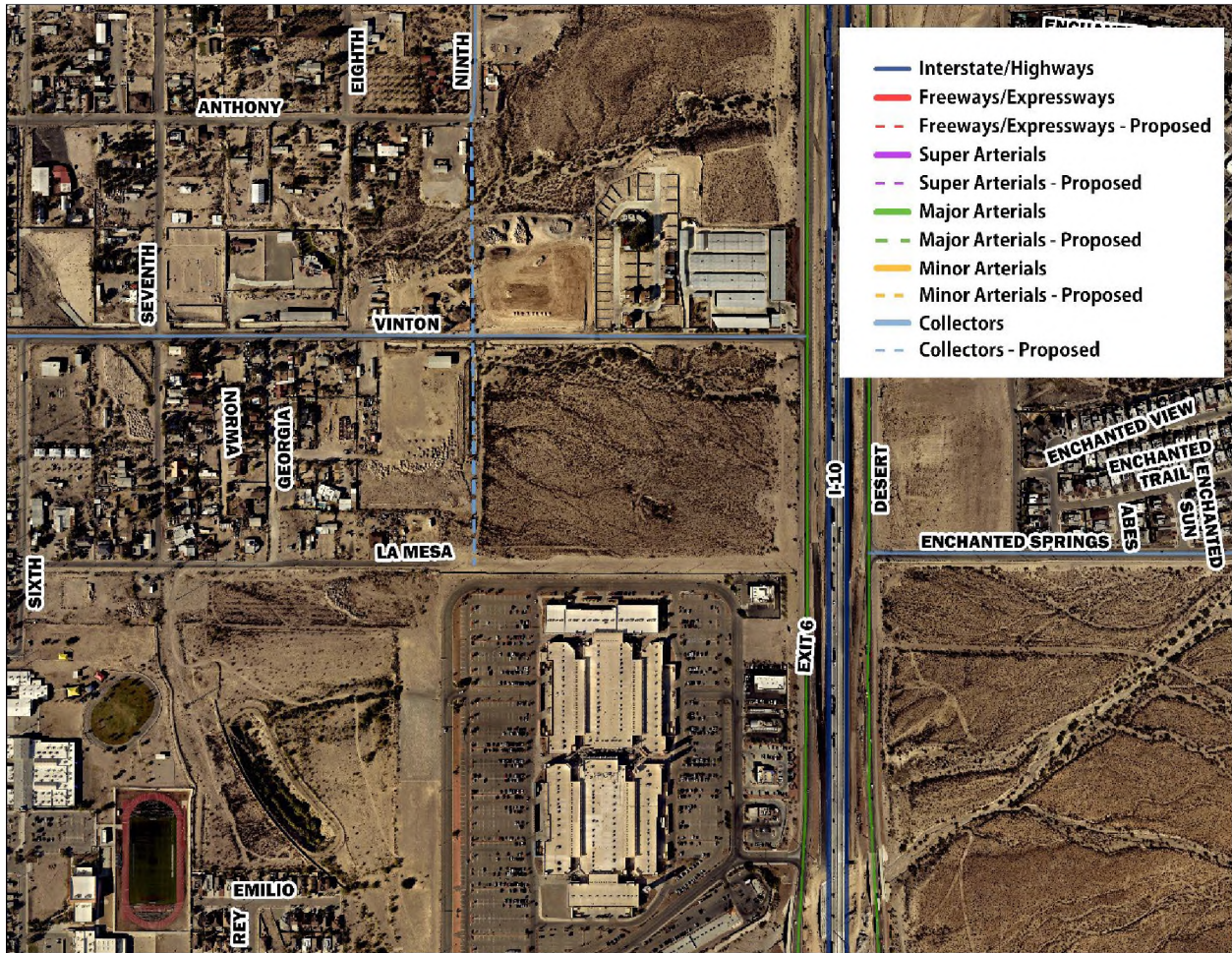
Senior Assistant City Attorney

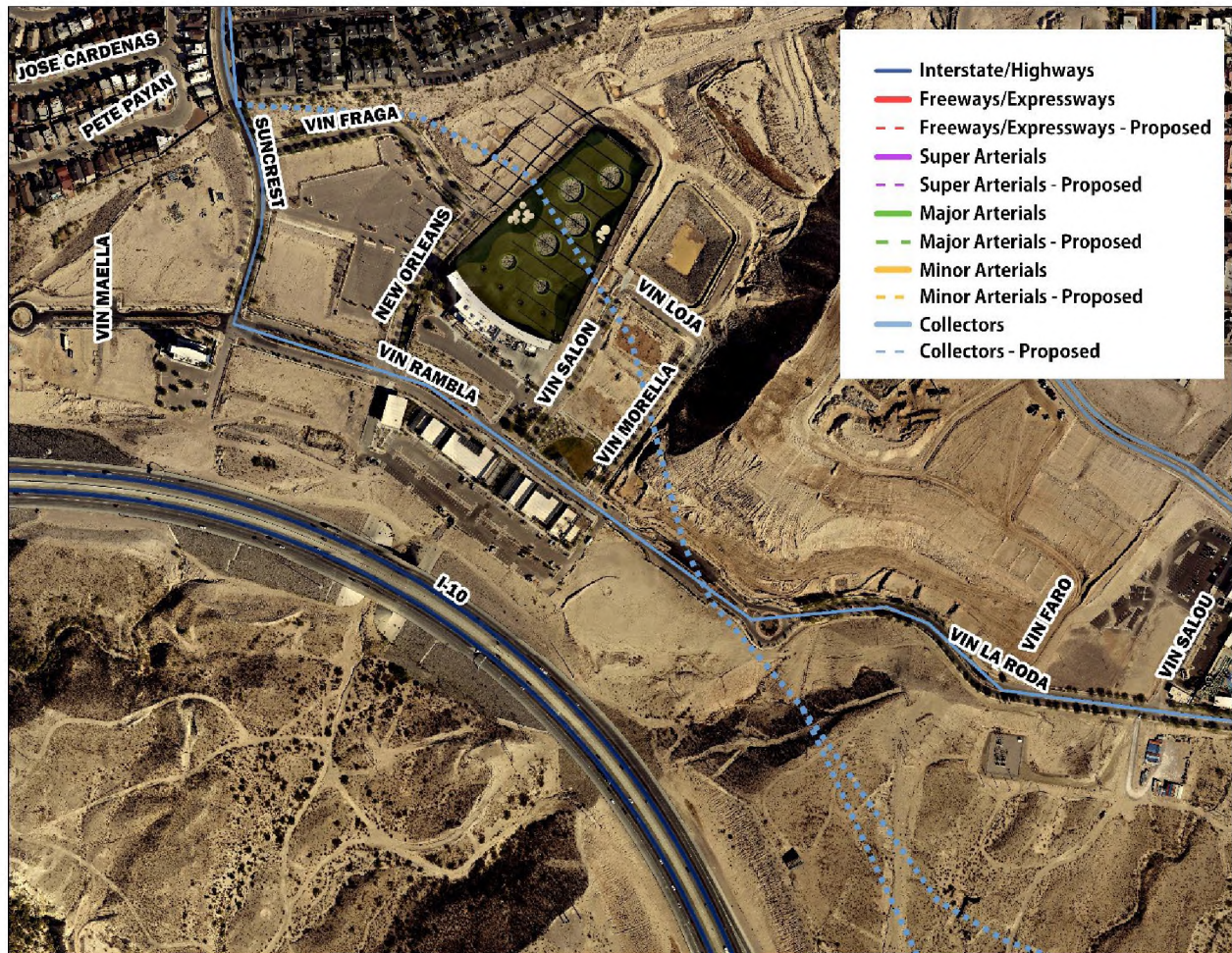
APPROVED AS TO CONTENT:



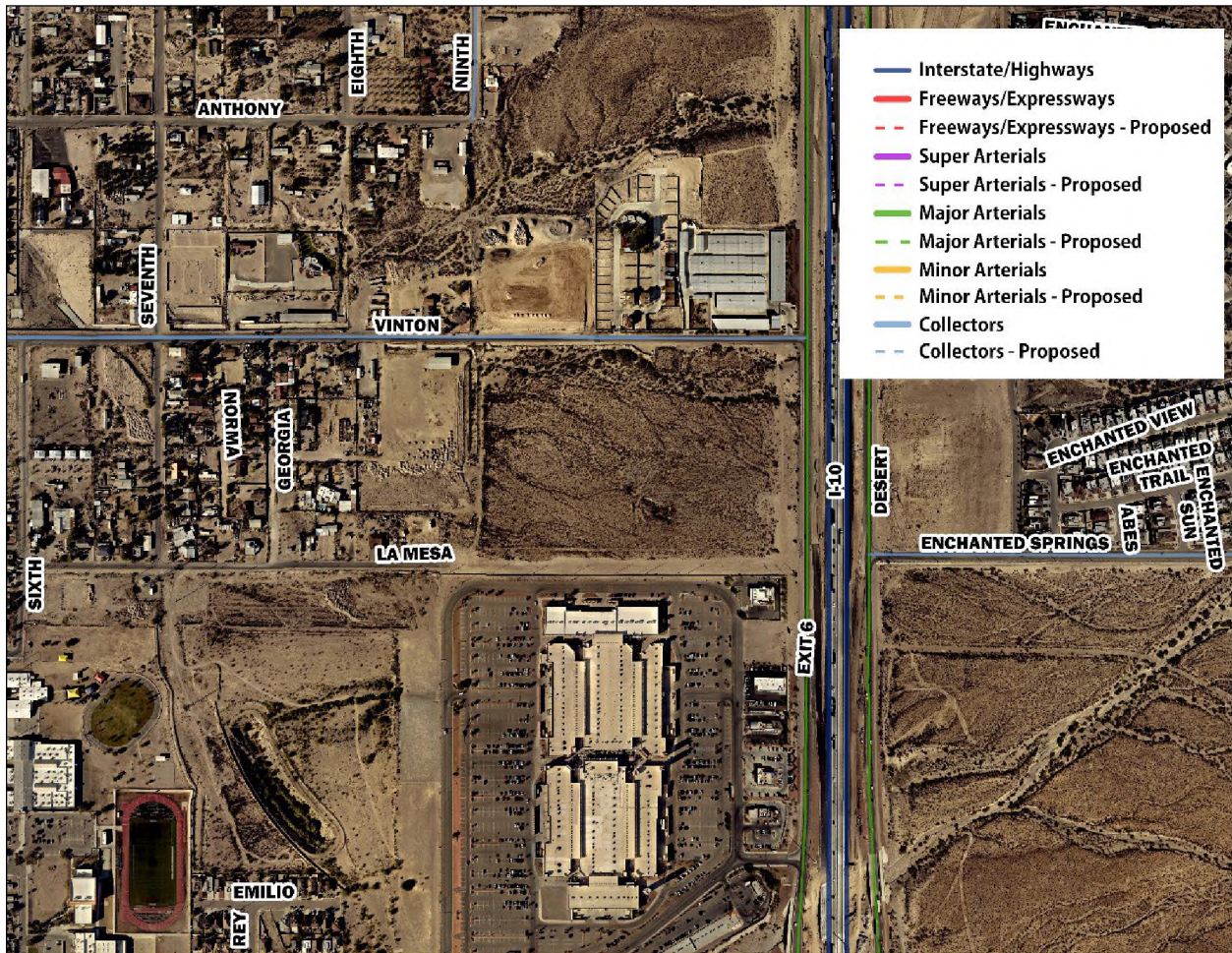
Joaquin Rodriguez, AICP
Director - CID Grant Funded Programs

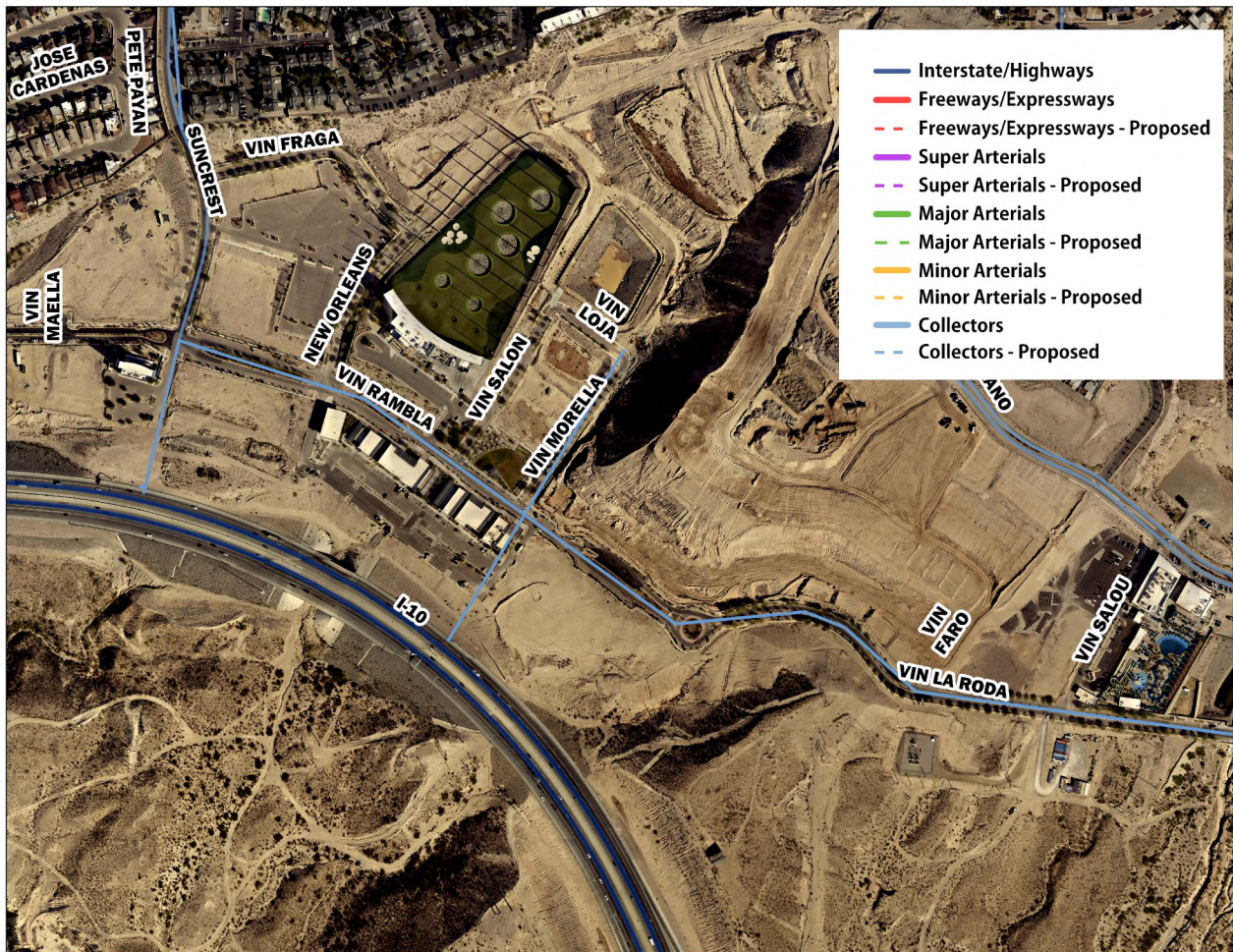
Exhibit "A" Existing 2025 Major Thoroughfare Plan





Proposed Major Throughfare Plan







Legislation Text

File #: 25-1361, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of \$130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

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



DEPARTMENT: Real Estate

AGENDA DATE: 11/18/25

PUBLIC HEARING DATE: 12/2/25

CONTACT PERSON NAME: Mary Lou Espinoza

PHONE NUMBER: (915) 212-0825

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Dr. Roberto Moreno, for the purchase price of \$130,000.00; such real property municipally known and numbered as 331 W. Missouri, El Paso, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified municipally as 331 West Missouri Avenue, PID 391174, consisting of approximately 0.14 acres of vacant land, that is proposed to be conveyed to Dr. Roberto Moreno.

The city-owned parcel was marketed through a licensed real estate broker in accordance with Texas Local Government Code Section 253.014(b) and (d), which authorizes a home-rule municipality to contract with a broker for the sale of municipal property and to sell such property after it has been listed for at least 30 days on a multiple-listing service to a qualified buyer submitting the highest cash offer.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

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 AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO DR. ROBERTO MORENO, FOR THE PURCHASE PRICE OF \$130,000.00; SUCH REAL PROPERTY MUNICIPALLY KNOWN AND NUMBERED AS 331 W. MISSOURI, EL PASO, TEXAS.

WHEREAS, Section 3.9 (C) of the El Paso City Charter requires conveyances of real property to be exercised through an ordinance;

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code, Chapter 253.

WHEREAS, the City of El Paso wishes to effectuate the sale of this property.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property municipally known and numbered as 331 Missouri, El Paso, Texas, and legally described as Lots 18 and 19, Block A, Stevens Addition, City of El Paso, El Paso County, Texas, for the purchase price of \$130,000.00.

That the City Manager or designee is authorized to: (1) execute a Contract of Sale with Dr. Roberto Moreno, (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2025.

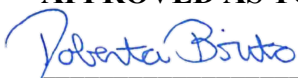
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

ORDINANCE NO. _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
331 Missouri, El Paso, TX 79901

This Contract of Sale (“**Agreement**”) is made this 29th day of October, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Dr. Roberto Moreno (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

- A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:
 - 1. Lots 18 and 19, Block A, STEVENS ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Book 2, Page 60, Real Property Records of El Paso County, Texas., as further described in **Attachment “A”**, the “**Property**”.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. The Buyer will pay the Seller a total amount of \$130,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller (“**Title Company**”) at the Closing of this Agreement.
- B. The Buyer will submit a check to the Title Company in the amount of \$1,300.00 (“**Deposit**”), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.
- C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
 - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving the Property;
3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no pending claims of damage to property or injury to person occurring on the Property;
5. The Seller has not received any notices of condemnation regarding the Property; and
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.
7. **Property Sold "As Is".** THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:
 - a. Any "as-built" plans for any improvements on the Property, if any;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**
2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. **INSPECTION.** The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement ("**Inspection Period**"). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**
2. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or
- c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION DURING INSPECTION PERIOD.** The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.
4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to

postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

- A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property (“**Closing**”) within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller (“**Closing Date**”). A party’s failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER’S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:
1. A fully executed deed (“**Deed**”) conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment “B”**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and
 4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Deposit that is being held by the Title Company.
 2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
 3. Any other items requested by the Title Company to finalize the closing of this Agreement.

- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. **NO WAIVER.** Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. **INDEPENDENT CONTRACTOR RELATIONSHIP.** This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. **TIME IS OF THE ESSENCE.** The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. **NOTICES.** The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso
	Attn: City Manager
	P. O. Box 1890
	El Paso, Texas 79950-1890
	CityManager1@elpasotexas.gov

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890
CityAttorney@elpasotexas.gov

Copy: City of El Paso
Capital Assets Manager, Real Estate
P.O. Box 1890
El Paso, Texas 79950-1890
RealEstate@elpasotexas.gov

To the Buyer: Dr. Roberto Moreno
2121 N. St. Vrain St.
El Paso, Texas 79902

- E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond

either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. COUNTERPARTS. The parties may execute this Agreement in counterparts.
- Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ____ day of _____ 2025.

SELLER:
CITY OF EL PASO, TEXAS

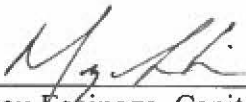
By: _____
Dionne Mack, City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets Manager
Real Estate Division

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**.

My commission expires:

Notary Public, State of Texas

EXECUTED by Buyer the 29th day of October, 2025

BUYER:
Dr. Roberto Moreno

By: _____
Dr. Roberto Moreno

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 29th day of October, 2025
by Dr. Roberto Moreno, as Buyer.



[Signature]
Notary Public, State of Texas

Notary's Printed Name: Michelle Marengo

My commission expires: 3/14/2026

[illegible]

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: **City of El Paso, Texas**, a Texas home-rule municipality

Grantor's Mailing Address: City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Grantee: Dr. Roberto Moreno

Grantee's Mailing Address: 2121 N. St. Vrain St.
El Paso, Texas 79902

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lots 18 and 19, Block A, STEVENS ADDITION, an Addition to the City of El Paso, El Paso County, Texas, according to the plat thereof recorded in Book 2, Page 60, Real Property Records of El Paso County, Texas., as more particularly described in **Attachment "A"**.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be added per title commitment.]

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through or under Grantor and Grantee, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__, BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2025.

GRANTOR:
CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

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

Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

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 Robert A. Moreno, MD

Business Name Robert A. Moreno

Agenda Item Type Proposed Purchase of 331 Missouri Ave

Relevant Department City of El Paso Real Estate

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: 10/30/2025



CITY OF EL PASO

Property Sale Agreement: 331 W. Missouri Ave

District 8 | El Paso, Texas | 79901

Mary Lou Espinoza, MBA
Capital Assets Manager
November 17, 2025

Council Action

- December 2024 - City Council awarded the contract for Real Estate Management Services
- September 2025 - City Council vetted this surplus property and approved its listing
- In accordance with Texas Local Government Code Section 253.014, the property was marketed via a broker and listed for at least 30 days on a multi-listing service
- October 2025 - Highest offer received by the broker for City Council approval

Property (PID 391174) Overview

Address: 311 W. Missouri Ave.

Size: 0.14 acres

Zoning: A-3/H (Apartment/Historic)

Appraised Value: \$90,000 (August 2025)

Buyer: Dr. Roberto Moreno

Purchase Price: \$130,000

Recommendation: Sell property to the Highest Offeror



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



Legislation Text

File #: 25-1335, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas.

Subject Property: North of Los Mochis Dr. and West of Interstate 10

Applicant: Chanate Partners, LTD, SUET24-00006

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: November 18, 2025

PUBLIC HEARING DATE: December 2, 2025

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: (915) 212-1553

2nd CONTACT PERSON NAME: Armida R. Martinez

PHONE NUMBER: (915) 212-1605

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance Vacating a portion of a sixty-foot drainage easement (0.69 acres of land) located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas

Subject Property: North of Los Mochis Dr. and West of Interstate 10

Applicant: Chanate Partners, LTD, SUET24-00006

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate a portion of a sixty-foot (60') drainage easement that is no longer needed or in use by any entity. City Plan Commission recommended 7-0 to approve the drainage easement vacation on May 22, 2025. See attached staff report for additional information.

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:

See accompanying document.

NAME	AMOUNT (\$)
Patrick Gordon	\$ 1,000.00

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

DEPARTMENT HEAD: Philip Fivie

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A SIXTY-FOOT DRAINAGE EASEMENT (0.69 ACRES OF LAND) LOCATED WITHIN BLOCK 9, CANUTILLO INDUSTRIAL PARK, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the property owner has requested a vacation of a portion of a sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission on May 22, 2025, has recommended a vacation of a portion of the sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas; and

WHEREAS the El Paso City Council finds that said easement is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, a sixty-foot drainage easement located within Block 9, Canutillo Industrial Park, an addition to the City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and in the attached survey identified as Exhibit "B" made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated easement to **Chanate Partner, LTD.**

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Quitclaim Deed on the following page)

Exhibit A

METES & BOUNDS 60' WIDE DRAINAGE EASEMENT

Property Description:

A portion of land out of Block 9, **CANUTILLO INDUSTRIAL PARK**, El Paso, El Paso County, Texas, containing **0.69** of an acre [**30,275.93** s.f.] and being more particularly described by metes and bounds as follows.

Commencing at a point lying on the common boundary line between Canutillo Heights Unit 2 subdivision and said Block 9, Canutillo Industrial Park, said point being a boundary corner of the Easement herein being described and also the TRUE POINT OF BEGINNING of the parcel of land herein being described.

THENCE, North **00°04'23"** East, with said boundary line, a distance of **60.00** feet to a point for a boundary corner lying on the southerly boundary line of Lot 3, Block 9, Canutillo Industrial Park, El Paso, El Paso County, Texas and the northerly boundary line of this easement being described herein.

THENCE, South **90°00'00"** East, with said boundary line, a distance of **504.56** feet to a point for a boundary corner lying on the westerly boundary line of a **20.00** feet Drainage Easement located in Block 9, Canutillo Industrial Park.

THENCE, South **00°00'07"** East, with said boundary line, a distance of **59.98** feet to a point for a boundary corner lying on the common boundary line between the easement herein being described and the northerly boundary line of Lot 4, Block 9, Canutillo Industrial Park.

THENCE, North **90°00'00"** West, with said boundary line, a distance of **504.56** feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing **0.69** of an acre [**30,275.93** s. f.] of land, more or less.

SLI ENGINEERING, INC.
Consulting Engineers – Land Surveyors.

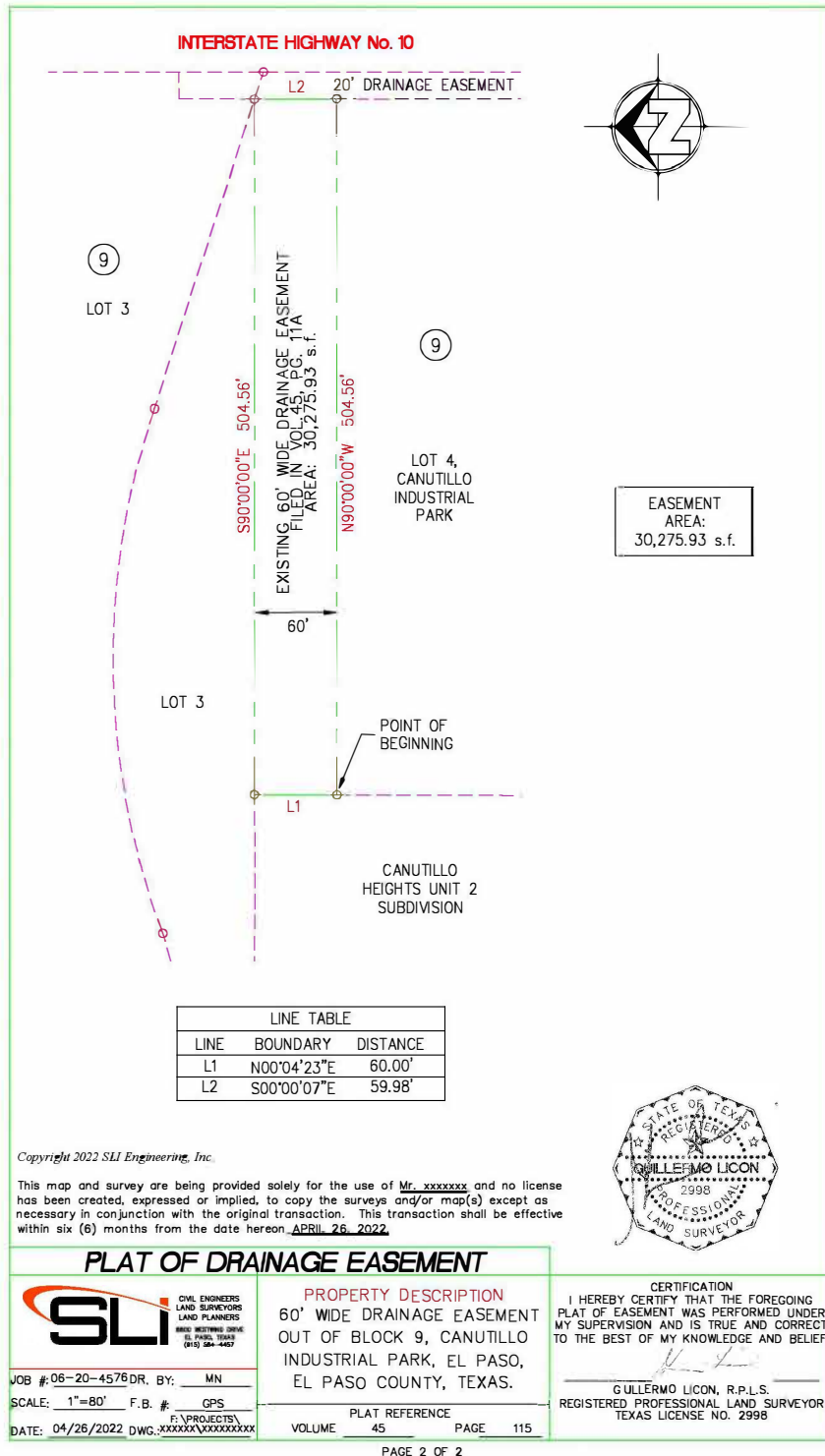


Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



April 26, 2022.
Job # **06-20-4576**
M&B/MN

Exhibit B



ORDINANCE NO. _____
25-5519|TRAN#617317P&I|RTA
Ordinance - Canutillo Industrial Park Drainage

EASEMENT VACATION SUET24-00006
Page 4 of 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

}

}

QUITCLAIM DEED

COUNTY OF EL PASO

}

That, in consideration of the receipt by the City of TWENTY-FIVE AND NO/100THS DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, THE CITY OF EL PASO has released and quitclaimed and by these presents does release and quitclaim unto **Chanate Partners, LTD** all of its right, title, interest, claim and demand in and to the property which was vacated, closed and abandoned by **Ordinance No.** _____, passed and approved by the City Council of the City of El Paso and described as being a **portion of a 60' drainage easement out of Block 9, Canutillo Industrial Park**, an addition to the City of El Paso, El Paso County, Texas, more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and incorporated herein for any and all purposed.

WITNESS the following signatures and seal this _____ **day of** _____ **2025.**

THE CITY OF EL PASO

Dionne Mack, City Manager

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
25-5519|TRAN#617318|P&I|RTA
Quitclaim Deed-Canutillo Industrial Park Drainage

EASEMENT VACATION SUET24-00006
Page 1 of 4

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

Acknowledgement

THE STATE OF TEXAS)
)
COUNTY OF TEXAS)

 This instrument is acknowledged before me on this _____ day of _____, **2025** by
Dionne Mack as City Manager of THE CITY OF EL PASO, a municipal corporation.

My Commission Expires:

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

AFTER FILING RETURN TO:
SLI Engineering
6600 Westwind Drive
El Paso, Texas 79912

Exhibit A

METES & BOUNDS 60' WIDE DRAINAGE EASEMENT

Property Description:

A portion of land out of Block 9, **CANUTILLO INDUSTRIAL PARK**, El Paso, El Paso County, Texas, containing **0.69** of an acre [**30,275.93** s.f.] and being more particularly described by metes and bounds as follows.

Commencing at a point lying on the common boundary line between Canutillo Heights Unit 2 subdivision and said Block 9, Canutillo Industrial Park, said point being a boundary corner of the Easement herein being described and also the TRUE POINT OF BEGINNING of the parcel of land herein being described.

THENCE, North **00°04'23"** East, with said boundary line, a distance of **60.00** feet to a point for a boundary corner lying on the southerly boundary line of Lot 3, Block 9, Canutillo Industrial Park, El Paso, El Paso County, Texas and the northerly boundary line of this easement being described herein.

THENCE, South **90°00'00"** East, with said boundary line, a distance of **504.56** feet to a point for a boundary corner lying on the westerly boundary line of a **20.00** feet Drainage Easement located in Block 9, Canutillo Industrial Park.

THENCE, South **00°00'07"** East, with said boundary line, a distance of **59.98** feet to a point for a boundary corner lying on the common boundary line between the easement herein being described and the northerly boundary line of Lot 4, Block 9, Canutillo Industrial Park.

THENCE, North **90°00'00"** West, with said boundary line, a distance of **504.56** feet back to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing acres **0.69** of an acre [**30,275.93** s. f.] of land, more or less.

SLI ENGINEERING, INC.
Consulting Engineers – Land Surveyors.

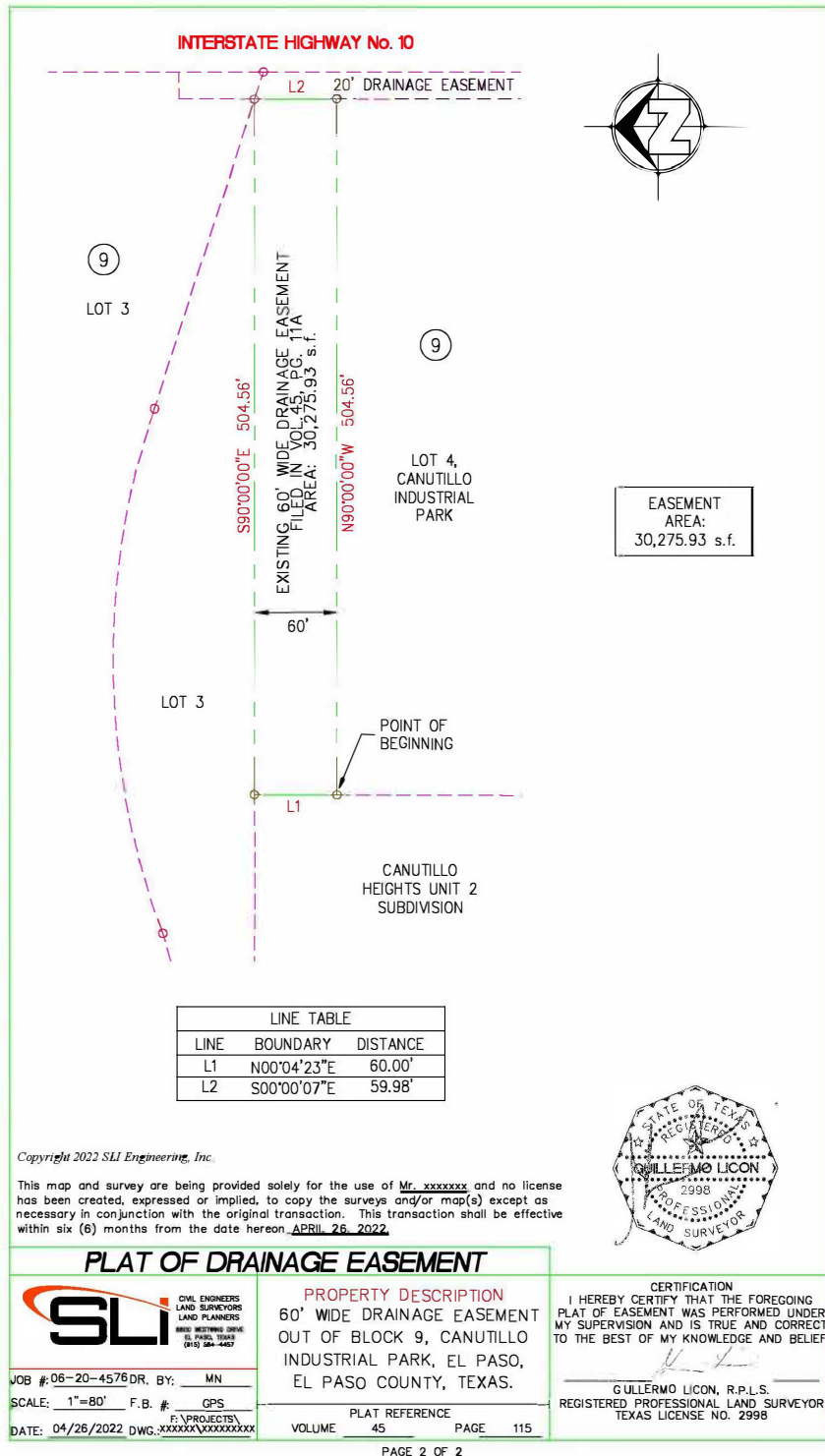


Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



April 26, 2022.
Job # **06-20-4576**
M&B/MN

Exhibit B



ORDINANCE NO. _____
25-5519|TRAN#617318|P&I|RTA
Quitclaim Deed-Canutillo Industrial Park Drainage

EASEMENT VACATION SUET24-00006
Page 4 of 4

Canutillo Industrial Park Replat A Easement Vacation



City Plan Commission — May 22, 2025 **REVISED**

CASE NUMBER/TYPE: SUET24-00006 – EASEMENT VACATION
CASE MANAGER: Armida R Martinez, (915) 212-1605, Martinezar@elpasotexas.gov
PROPERTY OWNER: Chanate Partners, LTD.
REPRESENTATIVE: SLI Engineering
LOCATION: North of Los Mochis Dr. and West of Interstate 10
PROPERTY AREA: 0.97 acres
ZONING DISTRICT(S): C-3/c (Commercial/condition)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the vacation of a portion of a sixty-foot (60') drainage easement located within Canutillo Industrial Park Replat A. The condition is as follows:

- That a revised survey be submitted showing only the portion within the city limits that is being vacated prior to City Council approval.

Canutillo Industrial Park Replat A Easement Vacation



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a portion of a sixty-foot (60') drainage easement located within Block 9, Canutillo Industrial Park Replat A. This request is due to the easement no longer needed or in use by any entity.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	I-MU (Industrial Mixed Use) / Vacant
South	C-3/c (Commercial/condition) / Vacant
East	C-3/c (Commercial/condition) / Interstate 10
West	ETJ (Extra Territorial Jurisdiction) / Residential
Nearest Public Facility and Distance	
Park	Enchanted Hills Park #3 (1.00 miles)
School	Canutillo Middle School (1.63 miles)
Plan El Paso Designation	
O-1 (Preserve)	
Impact Fee Service Area	
Westside Impact Fee Service Area	

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission has the authority to advise City Council on easement vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code.
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

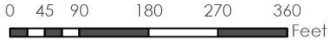
Canutillo Industrial Park Replat A Easement Vacation



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



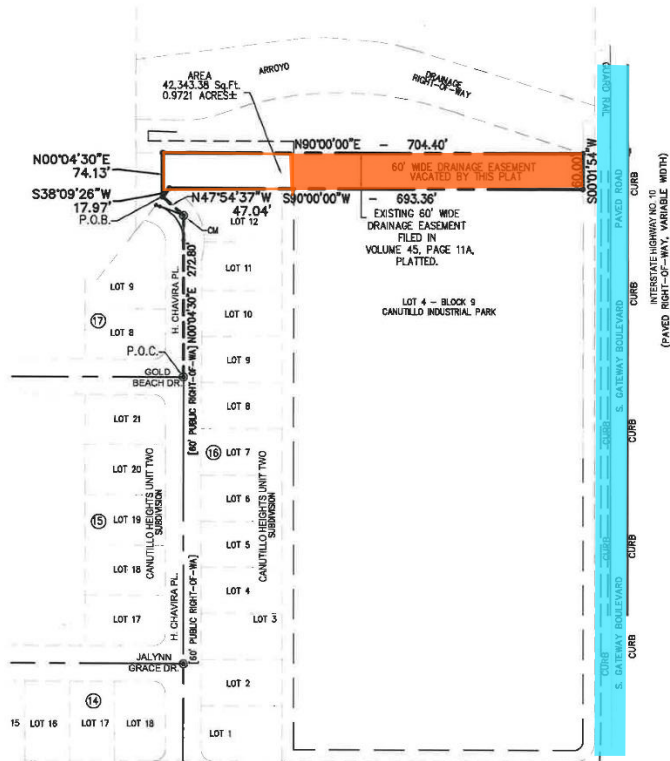
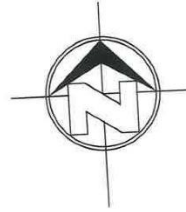
 Subject Property



ATTACHMENT 1

ATTACHMENT 2

NOTES: NOT A FIELD SURVEY PREPARED FROM RECORD DATA.
A METES AND BOUNDS DESCRIPTION OF EVEN DATE
ACCOMPANIES THIS PLAT OF EASEMENT BOUNDARY.



Copyright 2025 by SLI Engineering, Inc. All rights reserved.
This map of Easement is being provided solely for the use of _____ and no license
has been created, expressed or implied, to copy the surveys and/or map(s) except as
necessary in conjunction with the original transaction. This transaction shall be
effective within six (6) months from the date hereon APRIL 04, 2025.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
EASEMENT BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 4-4-2025

PLAT OF EASEMENT



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTINGHOUSE
EL PASO, TEXAS
(915) 399-4457

SLI ENGINEERING, INC.

JOB #: 06-20-4576 DR. BY: CV

SCALE: 1"=200' F.B. #: ***

DATE: 04/04/2025

PROPERTY DESCRIPTION
A 60' DRAINAGE EASEMENT
OUT OF BLOCK 9, CANUTILLO
INDUSTRIAL PARK, REPLAT "A"
EL PASO, EL PASO COUNTY,
TEXAS.

PLAT REFERENCE
VOLUME 45 PAGE 11A

PAGE 1 OF 2

ATTACHMENT 3

EASEMENT BOUNDARY DESCRIPTION

Easement description: a 60' drainage easement out of Block 9, CANUTILLO INDUSTRIAL PARK, REPLAT "A", according to the plat thereof recorded in Volume 45, Page 11A, Plat RecOrds of El Paso, El Paso County, Texas and being described by metes and bounds as follows:

Commencing at a city monument lying on the centerline of H. Chavira Place cul-de-sac, from which a city monument lying on the centerline intersection of said H. Chavira Place and Gold Beach Drive bears North 00°04'30" East, a distance of 272.80 feet; Thence, North 47°54'37" West, a distance of 47.04 feet to a point for a boundary corner of the easement herein being described, said point being the TRUE POINT OF BEGINNING of this boundary description.

THENCE, North 00°04'30" East, a distance of 74.13 feet to a point for a boundary corner.

THENCE, North 90°00'00" East, a distance of 704.40 feet to a point for a boundary corner lying on the westerly right-of-way of a 20 feet drainage easement.

THENCE, South 00°01'54" West, with said right-of-way line, a distance of 60.00 feet to a point for a boundary corner lying on the northerly property line of Lot 4, Block 9, Canutillo Industrial Park, Replat "A".

THENCE, South 90°00'00" West, with said property line and away from said right-of-way line, a distance of 693.36 feet to a point for a boundary corner lying on the northerly right-of-way line of H. Chavira Place.

THENCE, South 38°09'26" West, away from said right-of-way line, a distance of 17.97 feet back to the TRUE POINT OF BEGINNING of this easement description.

Said Easement containing 0.9721 of an acre [42,343.38 Sq. Ft.] of land, more or less.

NOTE:

ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS, WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

A PLAT OF EASEMENT DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF EASEMENT BOUNDARY.



Copyright 2025 by SLI Engineering, Inc. All rights reserved.

This map of Easement is being provided solely for the use of _____ and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon APRIL 04, 2025.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00

METES AND BOUNDS

 SLI ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6602 WESTING DRIVE EL PASO, TEXAS (915) 561-1487	PROPERTY DESCRIPTION A 60' DRAINAGE EASEMENT OUT OF BLOCK 9, CANUTILLO INDUSTRIAL PARK, REPLAT "A" EL PASO, EL PASO COUNTY, TEXAS.	
	JOB #: 06-20-4576	DR. BY: CV
	SCALE: *****	F.B. #: ***
	DATE: 04/04/2025	PLAT REFERENCE VOLUME 45 PAGE 11A

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING
EASEMENT BOUNDARY WAS PERFORMED
UNDER MY SUPERVISION AND IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE
AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 4-4-2025

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 7-11-2023

File No. SUET24-00006

1. APPLICANTS NAME ☒ CHIANATE Partners, Ltd.
ADDRESS 660-0 WESTWIND ZIP CODE 79912 TELEPHONE 915 203 7277
2. Request is hereby made to vacate the following: (check one)
Street ☐ Alley ☐ Easement ☒ Other ☐
Street Name(s) _____ Subdivision Name CANUTILLO INDUSTRIAL PARK REPLAT A
Abutting Blocks ⁹ _____ Abutting Lots ⁴ _____
3. Reason for vacation request: THE EASEMENT IS NOT NEEDED ANYMORE
4. Surface Improvements located in subject property to be vacated:
None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:
None ☒ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	LOT 4 BLOCK 9 CANUTILLO INDUSTRIAL PARK	915 203 7277
_____	_____	_____
_____	_____	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE:  REPRESENTATIVE SIGNATURE: georges Digitally signed by georges Date: 2023.07.11 16:44:27 -0500
REPRESENTATIVE (PHONE): 915 203 7277
REPRESENTATIVE (E-MAIL): ghallout@eli-engineering.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

Staff recommends approval of the drainage easement vacation.

1. Provide a copy of the subdivision plat or instrument by which the public easement was dedicated, showing the recording information.
2. Provide articles of incorporation stating who is authorized to sign on behalf of the property owner.
3. Verify the South to West length right-of-way line. If length was reduced, length seems to have increased from the initial submittal from 504.49' to 693.36'.
4. Submit an application with the applicants correct name.
5. Label the two easements south of the sixty-foot (60') easement being vacated.
6. Provide a revised survey showing only the portion within the city limit that is being vacated.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval**

The Developer/Engineer shall address the following comments.

1. Stormwater runoff shall remain unobstructed.
2. Verify notes on page 2 of 2: Not a filed survey_ Prepared from record data. The word "even" should be "easement".
3. Provide and label official addresses of adjacent lots.

Parks and Recreation Department

No objections to this proposed easement vacation request.

El Paso Water

EPWater-PSB does not object to this request.

There are no water and sanitary sewer mains in the proposed area to be vacated.

El Paso Water -Stormwater Engineering

Has no objections.

Texas Gas

Teas Gas Service does not have any comments.

El Paso Electric

We have no comments for the El Chanate Easement Vacation request.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

The County has no further objection based on the revised limit of vacation.

El Paso County Water Improvement District #1

The mentioned item is not within the boundaries of EPCWID.

Sun Metro

No comments received.

Fire Department

Recommend Approval

Streets and Maintenance Department

Traffic and Transportation Engineering

No objections to application

Street Lights Department:

Does not object to this request. Comments apply to the area inside the City of El Paso limits. Gateway Blvd. South is a Texas Department of Transportation (TXDOT) right-of-way.

Plans shall show City of El Paso limits.

For the development of a subdivision a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

AT & T

No objection to the vacation request located I Canutillo Industrial Park at Los Mochis & West of South Desert Blvd.

Capital Improvement Department

No comments received.

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 Patrick Gordon

Business Name _____

Agenda Item Type SUET24-00006 - Canutillo Industrial Park Replat A Easement Vacation

Relevant Department _____

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

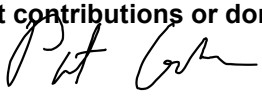
☐ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

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

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1	Alejandra Chavez	\$1,000.00
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: 9/29/2025



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-1429, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Discussion and action on a Resolution determining the City of El Paso's voting allocation for candidates to the El Paso Central Appraisal District Board of Directors.



Legislation Text

File #: 25-1431, 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 on a Resolution authorizing the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to support initiatives, events, and meetings for District 1. Funds will be used to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events. Authorization is also requested for the purchase of related items such as food & drinks including but not limited to water, refreshments, snacks, prizes, recognition or award items, and event supplies and materials. Events will take place at various community locations, included but not limited to city parks, Dorris Van Doren Library, Don Haskins Rec Center, and the Westside Regional Command Center.

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



DEPARTMENT: Mayor & Council- District 1

AGENDA DATE: 12/02/2025

CONTACT PERSON NAME Alejandra Chavez

PHONE NUMBER: 915-212-0001

2nd **CONTACT PERSON**

PHONE NUMBER: 1-915-555-5555

3rd **CONTACT PERSON**

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: District 1

STRATEGIC GOAL: Goal 4

SUBGOAL: 4.2

SUBJECT:

Discussion and action on a Resolution authorizing the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00 to support initiatives, events, and meetings for District 1. Funds will be used to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events. Authorization is also requested for the purchase of related items such as food & drinks including but not limited to water, refreshments, snacks, prizes, recognition or award items, and event supplies and materials. Events will take place at various community locations, included but not limited to city parks, Dorris Van Doren Library, Don Haskins Rec Center, and the Westside Regional Command Center.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

The expenditure of District 1 discretionary funds serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso Residents. Examples of events that these funds will be used on include: Holiday Celebrations, Bike Rodeo, community meetings, and other district events.

PRIOR COUNCIL ACTION:

City Council has previously approved resolutions that support the use of discretionary funds for expenditures related to events that serve the municipal purpose of the council office.

AMOUNT AND SOURCE OF FUNDING:

District 1 Discretionary Funds in an amount not to exceed \$5,000.00

RESOLUTION

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

That the City Council declares that the expenditure of District 1 discretionary funds in an amount not to exceed \$5,000.00, to support current and future programming for youth, seniors, families; athletic activities; community engagement efforts, community meetings, and other district events, including signature events in District 1, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

That discretionary funds be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to city parks, Doris Van Doren Library, Don Haskins Recreation Center, and the Westside Regional Command Center.

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 expended for the municipal purpose.

APPROVED this ____ day of _____ 2025.

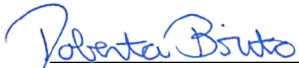
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney



Legislation Text

File #: 25-1436, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

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



DEPARTMENT: DISTRICT 5

AGENDA DATE: 12/2/20

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Rep. Ivan Nino

PHONE NUMBER: 915-212-0005

2nd CONTACT PERSON NAME:

PHONE NUMBER: 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

Sub-goal 3.1 – Improve the visual impression of the community (gateways, corridors, intersections and parklands)

SUBJECT:

Discussion and action to authorize the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

BACKGROUND / DISCUSSION:

On September 16, 2025, District 5 added the following to the council agenda, approved unanimously: Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

On November 18, 2025, City Council unanimously approved: Discussion and action on a Resolution to establish an Adopt-a-Street Program and to allow the City Manager or designee to develop guidelines, provide the authority to sign related agreements and establish funding sources to implement the program.

COMMUNITY AND STAKEHOLDER OUTREACH:

Several community organizations have been reached out to, including neighborhood associations within District 5. Upper Eastside Neighborhood Association, Tierra Bella Estates Neighborhood Association, Upper Eastside Regional Command Center Cadet Program, Desert Rescue 915, Visit El Paso to name a few.

PRIOR COUNCIL ACTION:

On September 16, 2025, District 5 added the following to the council agenda, approved unanimously: Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

On November 18, 2025, City Council unanimously approved: Discussion and action on a Resolution to establish an Adopt-a-Street Program and to allow the City Manager or designee to develop guidelines, provide the authority to sign related agreements and establish funding sources to implement the program.

AMOUNT AND SOURCE OF FUNDING:

District 5 Discretionary Fund

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

WHEREAS, the Representative of District 5 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

THAT City Council declares the expenditure of District 5 discretionary funds, in an amount not to exceed \$5,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

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 expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

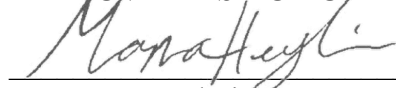
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney



Legislation Text

File #: 25-1423, 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

Fire, Chief Jonathan P. Killings, (915) 212-5665

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 Agreement No. 2022-0924, with Target Solutions Learning, LLC dba Vector Solutions to provide Vector Solutions Software, a training management system, each fiscal year as governed by City Council's approval of the annual City budget.

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



DEPARTMENT: Fire Department
Purchasing & Strategic Sourcing
AGENDA DATE: December 2, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Jonathan P. Killings, Fire Chief
Claudia A. Garcia, Director
DISTRICT(S) AFFECTED: All

PHONE NUMBER: (915) 212-5665
PHONE NUMBER: (915) 212-0043

SUBJECT:

Discussion and action on Agreement No. 2022-0924, with Target solutions Learning, LLC dba Vector Solutions to provide Vector Solutions Software, a training management system, each fiscal year as governed by City Council's approval of the annual City budget.

BACKGROUND / DISCUSSION:

On August 30, 2022, the City of El Paso (City) entered into Agreement No. 2022-0924, Vector Solution Software, a training management system with Target Solutions Learning, LLC d/b/a Vector Solutions, for a term of three (3) years.

The executed Agreement No. 2022-0924 shall continue in effect until such time as the City determines that the products and services are no longer required.

The City desires to maintain access to Vector Solutions' services and products that provides online training, record-keeping, operations, scheduling, evaluations, accredited EMS (Emergency Medical Services) courses and EHS (Environmental, Health and Safety) management system in a comprehensive suite of proprietary web-based solutions specific for Fire Department.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not Applicable

SELECTION SUMMARY:

Not Applicable

CONTRACT VARIANCE:

Not Applicable

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On August 30, 2022, the City of El Paso (City) entered into Agreement No. 2022-0924, Vector Solution Software with Target Solutions Learning, LLC d/b/a Vector Solutions, for a term of three (3) years.

2022-0924 Vector Solution Software

Revised 5/20/2025-V6 – Previous Versions Obsolete

AMOUNT AND SOURCE OF FUNDING:

Amount: N/A
Funding Source: N/A
Account: N/A

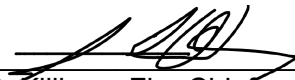
REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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

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

DEPARTMENT HEAD:



Jonathan P. Killings, Fire Chief



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form

*****Posting Language Below *****

Please place the following item on the Regular Agenda for the City Council of December 2, 2025

Discussion and action on Agreement No. 2022-0924, with Target Solutions Learning, LLC dba Vector Solutions to provide Vector Solutions Software, a training management system, each fiscal year as governed by City Council's approval of the annual City budget.

RESOLUTION

WHEREAS, on August 30, 2022, the City of El Paso (“City”) entered into Agreement No. 2022-0924, Vector Solution Software, with Target Solutions Learning, LLC d/b/a Vector Solutions, for a term of three (3) years;

WHEREAS, the executed Agreement No. 2022-0924 provides that, unless otherwise agreed or prohibited by applicable law or regulation, the agreement shall automatically renew for a renewal term equal to the initial term upon expiration of the initial term, unless either party provides written notice of its intent to terminate the agreement at least sixty (60) days prior to the scheduled termination date;

WHEREAS, the executed Agreement No. 2022-0924 shall continue in effect until such time as the City determines that the products and services are no longer required;

WHEREAS, the City will continue to align its use of Target Solutions Learning, LLC d/b/a Vector Solutions products and services with the City’s annual budget process, whereby projected usage of Vector software solutions will be reviewed, updated, and authorized by the City Council through approval of the applicable fiscal year budget resolution and its associated schedules; and

WHEREAS, the City desires to maintain access to Vector Solutions’ current and future services and products to continue building upon its investment in Vector Solution Software;

WHEREAS, the continued use of Vector Solutions’ Software will provide continuity of Fire Department training and management computer software which benefits public safety;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference.

2. All expenditures arising from contractual obligations for Fiscal Year 2026 (FY26) with Target Solutions Learning, LLC d/b/a Vector Solutions, which are required to meet the City’s IT and Fire Department needs, have been approved through the FY26 Budget Resolution.

3. The City Attorney’s Office shall review, and the Purchasing Director is authorized to execute any related and necessary documents during the term of the Agreement.

4. Expenditures under the Agreement for any fiscal year shall be subject to the approval of the City’s annual budget, including projections and updates by the Department of Information Technology, which shall be incorporated into Schedule E of the City’s annual Budget Resolution.

5. The City Manager, or designee, is authorized to execute any documents and budget transfers necessary to implement this Resolution.

(Signatures in following page)

APPROVED this _____ day of _____, 2025.

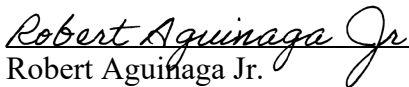
THE CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Robert Aguinaga Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings
Fire Chief



Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Department

TargetSolutions Learning, LLC Agreement Schedule A

Date: Tuesday, July 19, 2022

Client Information

Client Name: El Paso Fire Department (TX)	
Address: 8600 Montana AVE El Paso, TX 79925-1214	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 09/01/2022	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: El Paso FD Purchasing		
Billing Address: 416 N Stanton Street, Suite 200, ATTN: Accounts Payable El Paso, Texas 79901-1242		Billing Phone: Billing Email: fd-purchasing@elpasotexas.gov
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	925	\$58.80	\$54,390.00
TSMINTFEES	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$195.00	\$195.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Dispatchers	129	\$48.99	\$6,319.71

Annual Total: \$60,904.71

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Grand Total (including Annual and One-Time): \$60,904.71

Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 0.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Address for Notices:

4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

8600 Montana AVE
El Paso, TX 79925-1214

VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the “Agreement”), effective as of the date noted in the attached Schedule A (the “Effective Date”), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, (“We/Us”) a Delaware limited liability company, and the undersigned customer (“You/Your”), (each a “Party” or “Parties”) and governs the purchase and ongoing use of the Services described in this Agreement.

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service (“**Services**”):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the “**Services**”) and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a “one user per one authorization basis” and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services’ cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties’ execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

2. **YOUR RESPONSIBILITIES AND USE RESTRICTIONS.**

2.1. Compliance. You shall be responsible for all Users’ compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A “**Named User**” is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year (“Term”) of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

3. **FEES AND PAYMENTS.**

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users’ access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software, (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at logousage@vectorsolutions.com.

5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the “**Expiration Period**”). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

5.2 Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

5.3. Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

6. MUTUAL WARRANTIES AND DISCLAIMER.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

6.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED “AS IS,” AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

6.3. Disclaimer of Third-Party Content. If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

6.4 None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.

7.1.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

8. OBLIGATIONS OF BOTH PARTIES.

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "**Force Majeure Event**"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

SPECIAL TERMS AND CONDITIONS

CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

SERVICE SPECIFIC TERMS AND CONDITIONS

A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services ("EHS Services")** in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

B. Vector WorkSafe Services and Vector LiveSafe Services

This Section B. contains service specific terms and conditions that will apply only if You are purchasing **Vector WorkSafe Services or Vector LiveSafe Services (collectively “LiveSafe Services”)** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as “Named Users” means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services (“Your Data”) in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

C. Vector Evaluations+ Services.

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as “Evals+ Services”). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

D. Vector CheckIT™.

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

E. Vector LMS and Services which include access to the Shared Resource Feature.

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("**User Generated Content**") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("**Our Other Customers**"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

F. Casino Services.

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

El Paso Fire Department (TX)
8600 Montana AVE
El Paso, TX 79925-1214

By:  _____

By:  _____

Printed Name: Brandi Howe

Printed Name: Claudia A. Garcia

Title: Senior Director of Renewal Management

Title: Interim Purchasing & Strategic
Sourcing Director

Date: 8/19/2022

Date: 8/23/2022



Quote ID
Q-437519

Contact Name
Tom Stuckart

Schedule A – Revision

This Contract Revision Form replaces and supersedes Schedule A to the Client Agreement signed on **08/23/2022** between the Vector Solutions entity and the Client named below as of the Effective Date (Contract Revision Order No. 1 Effective Date).

Date: Friday, June 6, 2025

Client Information

Client Name: El Paso Fire Department (TX)	
Address: 8600 Montana AVE El Paso, TX 79925-1214	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 09/01/2025	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: El Paso FD Purchasing			
Billing Address: 416 N Stanton Street, Suite 200 ATTN: Accounts Payable El Paso, Texas 79901-1242		Billing Phone: 915-212-5612	
Billing Email: fd-purchasing@elpasotexas.gov	PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Please note that this is not an invoice.

Annual Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	1187	\$61.74	\$73,285.38
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$195.00	\$195.00
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Dispatchers	151	\$51.44	\$7,767.44

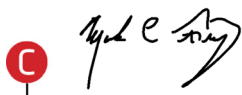
Annual Total: \$81,247.82

Total (including Annual and One-Time): \$81,247.82

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

El Paso Fire Department (TX)
8600 Montana AVE
El Paso, TX 79925-1214

By:  _____

Printed Name: Mark Fung

Title: VP of Customer Success, Public Sector

Date: 8/21/2025

By:  _____

Printed Name:

Title:

Date: 9/9/2025

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	Sean Cunningham
Business Name	Target Solutions Learning, LLC d/b/a Vector Solutions
Agenda Item Type	2022-0924 Vector Solution Software
Relevant Department	Fire Department

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



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

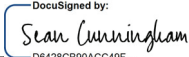
OR



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

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

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

Signature:  DocuSigned by:
Sean Cunningham
DE428C889ACC48F

Date: **09/26/2025**



Legislation Text

File #: 25-1421, 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

Human Resources, Mary L. Wiggins, (915) 212-1267

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 award of Solicitation 2025-0510R Stop Loss to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,987,728.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$254,574.00 for the initial term, which represents an increase of 4.44% as a result of a higher number of employees.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	All
Initial Term:	1 Year
Option Term:	NA
Total Contract Time:	1 Year
Annual Estimated Award:	\$5,987,728.00
Initial Term Estimated Award:	\$5,987,728.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$5,987,728.00
Account(s):	209-3500-521370-14045-P1414
Funding Source(s):	Self-Insurance Fund
District(s):	All

This was a Request for Proposals Procurement - service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Aetna Life Insurance Company the highest ranked offeror 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.

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



DEPARTMENT: Human Resources
Purchasing & Strategic Sourcing
AGENDA DATE: December 2, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Mary L. Wiggins, Chief Human Resources Officer **PHONE NUMBER:** (915) 212-1267
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:

Discussion and action on the award of solicitation 2025-0510R Stop Loss to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,987,728.00.

BACKGROUND / DISCUSSION:

This contract will provide services necessary to assist the City in developing a comprehensive review and plan for stop loss insurance which is self-funded and open to all full-time active employees of the City of El Paso.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-proposal meeting was held on August 27, 2025. Two (2) suppliers were in attendance.

SELECTION SUMMARY:

Solicitation was advertised on August 19, 2025 and August 26, 2025. The solicitation was posted on City website on August 19, 2025. There were eleven (11) viewers online, two (2) proposals were received, none from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$254,574.00 for the initial term, which represents an increase of 4.44% as a result of a higher number of employees.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,987,728.00

Funding Source: Self Insurance Fund

Account: 209-3500-521370-14045-P1414

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	

2025-0510R Stop Loss

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

DEPARTMENT HEAD:

Mary Wiggins

Mary L. Wiggins, Chief Human Resources Officer



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Request for Proposals

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of December 2, 2025.

Award Summary:

Discussion and action on the award of solicitation 2025-0510R Stop Loss to Aetna Life Insurance Company for a one (1) year term and an estimated award of \$5,987,728.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$254,574.00 for the initial term, which represents an increase of 4.44% as a result of a higher number of employees.

Department:	Human Resources
Award to:	Aetna Life Insurance Company
City & State:	Hartford, CT
Item(s):	All
Initial Term:	1 Year
Option Term:	NA
Total Contract Time:	1 Year
Annual Estimated Award:	\$5,987,728.00
Initial Term Estimated Award:	\$5,987,728.00
Option Term Estimated Award:	NA
Total Estimated Award	\$5,987,728.00
Account(s)	209-3500-521370-14045-P1414
Funding Source(s):	Self-Insurance Fund
District(s):	All

This was a Request for Proposals Procurement – service contract.

The Purchasing & Strategic Sourcing and Human Resources Departments recommend award as indicated to Aetna Life Insurance Company the highest ranked offeror 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.

Committee Scoresheet			
CITY OF EL PASO RFP SCORESHEET			
PROJECT: 2025-0510R Stop Loss			
Evaluation of Submittal			
	MAX POINTS	Aetna Life Insurance Company Hartford, CT	Amwins Group, Inc dba Stealth Partner Group, LLC Scottsdale, AZ
Factor A - Cost			
Factor A - Cost \$350K Stop Loss Level	35	\$ 7,678,905.00	\$ 6,696,712.00
		30.52	35.00
Factor A - Cost \$400K Stop Loss Level	35	\$ 6,502,622.00	\$ 5,936,424.00
		31.95	35.00
Factor A - Cost \$425K Stop Loss Level	35	\$ 6,027,906.00	\$ 5,494,469.00
		31.90	35.00
Factor B - Experience – Comparable Contracts			
	35	32.01	0.00
Factor C - References			
	10	9.60	0.00
Factor D - Claims Processing			
	20	20.00	16.00
TOTAL SCORE			
Cost \$350K Stop Loss Level	100	92.13	51.00
Rank			
Cost \$400K Stop Loss Level		93.56	51.00
Rank			
Cost \$425K Stop Loss Level		93.51	51.00
Rank		1	2



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Title: Stop Loss

Solicitation #: 2025-0510R

Bid Opening: September 17, 2025

Department: Human Resources

OFFEROR'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Aetna Life Insurance Company	Hartford, CT	Yes
Amwins Group, Inc dba Stealth Partner Group, LLC	Scottsdale, AZ	Yes

RFPs SOLICITED: 391 LOCAL RFPs SOLICITED: 141 RFPs RECEIVED: 2 LOCAL RFPs RECEIVED: 0 NO BIDS: 4

Approved: _____/s/_____
360 e: 9/18/2025

2025-0510R Stop Loss

2025-0510R Stop Loss			
	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Mel B. Enterprises LLC	Hunstville	AL
2	DPC advantage (ASO Plan Advantage)	Truckee	CA
3	HM Insurance Group	Pittsburgh	PA
4	Stealth Partner Group (Worldwide Holdings, Inc.)	Dallas	TX
5	UebelKorp industries	El Paso	TX
6	Zeraus Iluminacion	El Paso	TX
7	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
8	Madrigal Holdings LLC	El Paso	TX
9	SA Benefit Services (Afore Insurance Services, LLC)	Helotes	TX
10	Aetna, Inc.	Houston	TX
11	Richmond Equipment (Jamie Crandall Equipment Corp.)	Richmond	TX

Inadequate Competition Survey

2025-0510R Stop Loss

Number of views

Sample Size Scale

Sample Size Selected

11	
17 or less - Contact	4
18 to 23 - Contact	5
24 to 27 - Contact	6
28 or More - Contact	25%
4	

Survey Questions:

Please indicate, why you did not respond to our solicitation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)	1	25%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline		0%
Not interested		0%
Does not have equipment		0%
Out of business		0%
No response	3	75%
Total	4	100%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate		0%
Specifications were not clear		0%
Could not meet specifications		0%
Specifications were limited or closed		0%
Did not receive/no opinion		0%
Just needed more time to review.		0%
Did not receive bid notification.	4	100%
Total	4	100%

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	Lauren Coffey
Business Name	Aetna Life Insurance Company
Agenda Item Type	N/A
Relevant Department	N/A

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: Lauren Coffey Digitally signed by Lauren Coffey
Date: 2025.08.25 10:30:59 -04'00' Date: August 25, 2025

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



DEPARTMENT: Tax Office

AGENDA DATE: 12/2/25

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 6 – Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

A Resolution that the tax roll is hereby approved and constitutes the final 2025 tax roll for all entities, including the ratified tax rate for Socorro Independent School District, Tornillo Independent School District, and Tornillo Water District, for which the City Tax Assessor/Collector collects taxes.

BACKGROUND / DISCUSSION:

This is the 2025 tax roll for all entities which the City Tax Assessor/Collector collects taxes.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council adopts the tax roll yearly.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas

Maria O. Pasillas
2025.11.18 08:46:26 -07'00'

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

RESOLUTION

WHEREAS, the Consolidated Tax Assessor/Collector of the City of El Paso (“Consolidated Tax Assessor/Collector”) has entered the amount of tax as provided by Section 26.09(e) of the Texas Tax Code in the appraisal roll, creating a tax roll for entities, for which the Consolidated Tax Assessor/Collector collects taxes, a summary of which is attached hereto and incorporated herein by reference; and

WHEREAS, on October 14, 2025 the City adopted the 2025 Tax Roll for all entities that adopted each entity’s budget or tax rate by October 1, 2025; and

WHEREAS, Tornillo Water District ratified its tax rate on October 22, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Socorro Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, Tornillo Independent School District ratified its tax rate on November 19, 2025 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, the Consolidated Tax Assessor/Collector now desires to amend and submit the revised tax roll to City of El Paso Council for approval as the final 2025 tax roll.

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

THAT the revised tax roll attached hereto as *Attachment A* is hereby approved and constitutes the 2025 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

(Signatures begin on the following page)

APPROVED THIS ____ DAY OF _____, 2025.

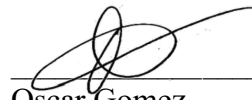
CITY OF EL PASO:

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

ATTACHMENT A

**SUMMARY
OF THE
2025 TAX ROLL**