

Oscar Leeser  
Mayor

Cary Westin  
Interim City Manager



CITY COUNCIL  
Brian Kennedy, District 1  
Alexsandra Anello, District 2  
Cassandra Hernandez, District 3  
Joe Molinar, District 4  
Isabel Salcido, District 5  
Art Fierro, District 6  
Henry Rivera, District 7  
Chris Canales, District 8

## **AGENDA FOR THE REGULAR COUNCIL MEETING**

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**October 24, 2023**

**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: 579-168-780#**

**AND**

**AGENDA REVIEW MEETING  
COUNCIL CHAMBERS, CITY HALL  
300 N. CAMPBELL AND VIRTUALLY**

**October 23, 2023**

**9:00 AM**

**Teleconference phone number: 1-915-213-4096**

**Toll free number: 1-833-664-9267**

**Conference ID: 612-934-944#**

Notice is hereby given that an Agenda Review Meeting will be conducted on October 23, 2023 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on October 24, 2023 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website: <http://www.elpasotexas.gov/videos>

Via television on City15,

YouTube: <https://www.youtube.com/user/cityofelpasotx/videos>

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

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

**At the prompt please enter the corresponding Conference ID:**

**Agenda Review, October 23, 2023 Conference ID: 612-934-944#**

**Regular Council Meeting, October 24, 2023 Conference ID: 579-168-780#**

**The public is strongly encouraged to sign up to speak on items on this agenda before the start of this meeting on the following links:**

**For Call to the Public:**

**<https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>**

**To speak on Agenda Items:**

**<https://app.smartsheet.com/b/form/cc20aad8258146ab8f63761079bd1091>**

**A quorum of City Council must participate in the meeting.**

### **ROLL CALL**

### **INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD**

### **PLEDGE OF ALLEGIANCE**

**Sageland MicroSociety Elementary**

**Jaxon Villanueva  
Robert Hernandez  
Kaira Garcia  
Levier Espinoza  
Sofia Soto  
Amani Medina  
Emma Bastardo  
Amaris Holguin  
Delilah Campos  
Ethan Rodriguez  
Angelica Avitia  
Tiana Flores  
Nolanie Martinez  
Alyson Aguilera  
Lily Sotelo  
Kayla Rodriguez  
Brian Medrano  
Kelly Evans  
Dario Chavez  
Allison Camacho  
Delaney Enriquez  
Angelo De La Cruz  
Emma Hernandez Jones  
Javen Correa**



Ethan Bellah  
Ayanni Carrasco  
Lilly Villanueva  
Abigail Arzaga

### **MAYOR'S PROCLAMATIONS**

Epidemiologist Day

El Paso Harmony School of Science Day

National Veterans Small Business Week

World Polio Day

Ron Roth Day

### **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:**

#### **Goal 6: Set the Standard for Sound Governance and Fiscal Management**

1. Approval of the Minutes of the Regular City Council Meeting of October 10, 2023. [23-1400](#)

**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 [23-133](#)

### **CONSENT AGENDA - RESOLUTIONS:**

#### **Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

3. That the City Manager, or designee, be authorized to sign the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport ("Concession Agreement") by and between the City of El Paso ("Lessor") and Host International, Inc. ("Concessionaire") to extend the Primary Term an additional two (2) years and increase the Concessionaire's refurbishment obligation. [23-1370](#)

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

4. That the City Manager, or designee, be authorized to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and GAT Airline Ground Support, Inc. ("Lessee") to lease office space totaling 662 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, for a term of three years, with an option to extend the Agreement for four additional one-year terms. [23-1377](#)

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

5. A Resolution by the City Council of the City of El Paso, Texas electing to participate in Tax Abatement Agreements, and establishing Guidelines and Criteria governing Tax Abatement for Economic Development Prospects in the City of El Paso in accordance with Chapter 312 of the Texas Tax Code; providing for severability; and providing for an effective date. [23-1381](#)

**All Districts**

Economic and International Development, Karina Brascalla, (915) 212-1570  
Economic and International Development, Elizabeth Triggs, (915) 212-0094

6. Requesting that the City Council approve a Resolution in accordance of the provision of the City Code Subsection 12.56.020F, to exempt the regularly designated parking fees at all parking meters north of I-10 to include, but not limited to the parking meters in the Uptown Parking Benefit District on Saturday, November 18, 2023 and encourage attendees to park for free at a parking meter and ride the streetcar. [23-1383](#)

**Districts 1 and 8**

International Bridges, Roberto Tinajero, (915) 212-7509

7. That the City Council approves a Change Order in the amount of \$321,487.00 to Hensel Phelps Construction Co. (Contractor) for the furnishing and installation of Class A fire rated felt panel above the new linear plank ceiling to meet National Fire Protection Association (NFPA) 13 code requirements for the El Paso International Airport (EPIA) Terminal Ceiling and Lighting Improvements Project, Contract No. 2023-0199. There is no change in the contract time resulting from this Change Order. The new contract sum, including this Change Order notice and any previous change order notices, is \$10,145,074.00. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution. [23-1385](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-1860  
Airport, Sam Rodriguez, (915) 212-7301

8. That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services by and between the City of El Paso and Garver, LLC, for a Project known as "El Paso International Airport Five Node Intersection Remediation," to amend the Agreement to revise the Scope of Services and to include additional services for design and construction administration. The revisions of this First Amendment require Owner to pay Consultant for additional services in an additional amount of \$414,450.00, thereby extending the contract amount from \$911,150.00 to \$1,325,600.00. That the City Manager is authorized to establish the funding sources and make any budget transfers and execute any and all documents and contract necessary to carry out the intent of the First Amendment.

[23-1394](#)

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-0065  
Purchasing and Strategic Sourcing Department, K. Nicole Cote, (915) 212-1092

9. That the City Manager, or designee, is authorized to sign the attached Third Amendment to Air Cargo Building Lease Agreement (the "Relocation Agreement") which amends the Air Cargo Center Agreement lease dated October 28, 2014 (as amended, the "Lease"), by and between the City of El Paso, Texas, a Texas municipal corporation (the "Lessor"), and Mesa Airlines, Inc., a Nevada corporation ("Lessee"), for the purpose of, inter alia, setting forth Lessor's and Lessee's agreements arising from or related to relocating Lessee from the current premises under the Lease at the El Paso International Airport in and around Suite B in the Air Cargo Center building located at 301 George Perry Blvd., El Paso, Texas to new premises in around Suite K in said Air Cargo Center building, all as further described in the attached Relocation Agreement; and the City Manager is further authorized to execute for and on behalf of Lessor any and all other instruments and documents contemplated by or related to the Relocation Agreement, provided that there is no modification to rental due under the Lease, or the term of the Lease, as amended by the Relocation Agreement.

[23-1425](#)

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

**Goal 3: Promote the Visual Image of El Paso**

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

[23-1369](#)

**Districts 1, 2, 3, 4, 6, 7, 8**

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

11. A Resolution that the City Manager be authorized to sign and accept on behalf of the City a Public Pond Dedication Deed from EIS PASO, LLC., dedicating to the City of El Paso for the use as a public pond 0.87 acres of land legally described as *Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas*, and being more fully described by metes and

[23-1395](#)

bounds in Exhibit "A" and survey in Exhibit "B" attached to the Resolution and made a part hereof for all purposes.

Subject Property: Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas.

Applicant: Conde Inc., SURW23-00011

**District 6**

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

Planning and Inspections, Alex Alejandre, (915) 212-1642

**Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**

12. That the City of El Paso proudly accepts and recognizes the significant contributions from the estate of Ruth Haase for the El Paso Zoo and directs the Interim City Manager to execute the Beneficiary Acknowledgment Form and any other necessary documentation.

[23-1335](#)

**All Districts**

Zoo, Joseph Montisano, (915) 212-2800

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

13. Approve a Resolution that in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled for December 19, 2023 is hereby rescheduled for Tuesday, December 12, 2023; and that the regular meetings of the City Council for the 2024 calendar year will resume on January 2, 2024.

[23-1358](#)

**All Districts**

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

14. A Resolution to amend the October 10, 2023 Resolution ordering a Special Election to fill the vacancy in District 2 to correct the date by which applications for mail in ballots are due, from November 25 to November 28, 2023.

[23-1415](#)

**District 2**

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

15. A Resolution that pursuant to Texas Election Code Section 32.005, Section 83.032, Sections 87.001-87.006, and Sections 127.002-127.005 respectively, the City Council hereby approves the recommendations received from the County Elections Administrator, who has been appointed as the Early Voting Clerk, the appointment of Election Day Judges and Alternate Judges, attached as Exhibit "A," the Deputy Early Voting Clerks attached as Exhibit "B," the Early Voting Ballot Board and Central Count Station Personnel for a Special Election attached as Exhibit "C" for the single election to be conducted on December 9, 2023 and any resulting runoff election.

[23-1432](#)

**District 2**

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

16. A Resolution approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs; and containing other provisions relating to the subject. [23-1397](#)

**All Districts**

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336  
City Attorney's Office, Juan Gonzalez, (915) 212-0033

**CONSENT AGENDA - BOARD APPOINTMENTS:**

**Goal 3: Promote the Visual Image of El Paso**

17. Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1. [23-1420](#)

Members of the City Council, Representative Brian Kennedy, (915) 212-1002

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

18. Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6. [23-1426](#)

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

**Goal 8: Nurture and Promote a Healthy, Sustainable Community**

19. George Elsaesser to the Veterans Affairs Advisory Committee by Representative Isabel Salcido, District 5. [23-1429](#)

Members of the City Council, Representative Isabel Salcido, ((15) 212-0005

**CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:**

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

20. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [23-1384](#)

**All Districts**

Tax Office, Maria O. Pasillas, (915) 212-1737

21. A Resolution refunding Barbara McDade, in the amount of \$20.03, for an overpayment made on May 4, 2020 of 2019 taxes; Geo. # X606-000-010F-1490. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments [23-1393](#)

exceeding the three (3) year limit.

**All Districts**

Tax Office, Maria O. Pasillas, (915) 212-1737

**CONSENT AGENDA - NOTICE FOR NOTATION:**

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

22. For notation only, the P-Card Transactions for the period of August 21 - September 20, 2023 for Mayor, City Council Representatives and staff.

[23-1367](#)

**All Districts**

City Manager's Office, K. Nicole Cote, (915) 212-1092

**REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL**

**Goal 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments**

23. Discussion and action that the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$1000, to Books are Gems for use towards the purchase of books and serves a municipal purpose of providing educational and cultural activities to the residents of the City of El Paso, which benefits the community and instills community pride and that the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute the agreement and any amendments to such agreement that do not affect the City's approved budget.

[23-1427](#)

**District 7**

Members of the City Council, Representative Henry Rivera, (915) 212-0007

**Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community**

24. Discussion and action on a Resolution amending the Rules of Order for City Council Meetings, specifically concerning a change to the process by which a member of Council may request to appear by video conference.

[23-1428](#)

**All Districts**

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

**CALL TO THE PUBLIC – PUBLIC COMMENT:**

**Call to the Public will begin at 12:00 p.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.

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 579-168-780#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dc001f113c14440db558b9da4e973ce2>

### **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 9:00 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.

#### **Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

25. An Ordinance amending Title 14 (Aircraft and Airports), Chapter 14.20 (Airport Vehicular Traffic Regulations), Section 14.20.240 C (Regulations) of the El Paso City Code to expand veterans parking privileges to veterans with specialty plates issued by the State of New Mexico and to establish a maximum of five days of complimentary parking for veterans in the short-Term parking lot and complimentary parking with no time limit in the long-term parking lot at the El Paso International Airport; penalty as provided in 14.04.040 C. [23-1417](#)

**All Districts**

Airport, Sam Rodriguez, (915) 212-7301

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 7, 2023**

#### **Goal 3: Promote the Visual Image of El Paso**

26. An Ordinance granting Special Permit No. PZST23-00010, to allow for a planned residential development on the property described as a portion of Lot 10 and 11, Block 4, Silverwood Subdivision and Tract 18A-1-A, Upper Valley Subdivision, 223 Silverwood Way, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.470 of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [23-1372](#)

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: 223 Silverwood Way  
Applicant: Scott Lychwick, PZST23-00010

**District 1**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

27. An Ordinance granting Special Permit No. PZST23-00007, to allow for infill development with reductions to side and rear yard setbacks, a 72% parking reduction, and an 85% density increase on the property described as being the south 75 feet of Lots 1, 2 and 3, and the south 75 feet of the west 15 feet of Lot 4, Block 32, Franklin Heights Addition, 150 Brown 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 being as provided for in Chapter 20.24 of the El Paso City Code.

[23-1374](#)

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: 150 Brown St.  
Applicant: Opportunity Center for the Homeless, PZST23-00007

**District 8**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

28. An Ordinance changing the zoning of the north 158 feet of Tract 187 and the north 158 feet of the east 90 feet of Tract 188, Sunrise Acres No. 1, 8687 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[23-1379](#)

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: 8687 Gateway South Boulevard  
Applicant: Curtis Hammock, PZRZ23-00008

**District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Nina Rodriguez, (915) 212-1561

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

29. An Ordinance changing the zoning of Tract 7B, and Tract 8, Block 52,

[23-1386](#)



Ysleta Grant, 9614 Socorro Road, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic), and imposing conditions. The penalty is as provided for in Chapter 20.24 of 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: 9614 Socorro Road  
Applicant: Octavio Saavedra, PZRZ22-00003

**District 7**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Saul J. G. Pina, (915) 212-1612

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

30. An Ordinance granting Special Permit No. PZST23-00002, to allow for infill development with reductions to lot depth, area, and setbacks standards on the property described as Lots 31 & 32, Block 130, East El Paso Addition, 1408 & 1410 N. Grama 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 being as provided in Chapter 20.24 of the El Paso City Code.

[23-1387](#)

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: 1408 & 1410 N. Grama Street  
Applicant: Juan Martinez & Olga G. Martinez, PZST23-00002

**District 2**

Planning and Inspections, Philip F. Etiwe, (915) 212-1553  
Planning and Inspections, Saul J. G. Pina, (915) 212-1612

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

31. An Ordinance vacating a 0.026 acre portion of Virginia Street right-of-way, located within Alexander Addition, City of El Paso, El Paso County, Texas.

[23-1392](#)

Subject Property: Virginia Street  
Applicant: Larry R. Wollschlager, SURW22-00014

**District 8**

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

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 7, 2023**

32. An Ordinance amending Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and changes to landmarks and H-overlay properties) to delete section 20.20.080(A)(1). The penalty is as provided in Chapter 20.24 of the El Paso City Code.

[23-1418](#)

**All Districts**

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

Planning and Inspections, Providencia Velazquez, (915) 212-1567

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023**

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

33. An Ordinance authorizing the City Manager to sign a lease and concession agreement with Holguin Productions, LLC for the lease of the facility located at San Jacinto Plaza known as the San Jacinto Plaza Café, consisting of 177 square feet for a three-year term commencing on the date the City approves the lease and ending three years from the rent commencement date, at an annual rent of \$5,400.00 and an annual concession fee of \$600.00 to be paid on a quarterly basis, and that there is an option to extend the term for two additional one year terms by the City Manager under the same terms and conditions.

[23-1371](#)

**District 8**

Streets and Maintenance, Mary Lou Espinoza, (915) 212-1882

**PUBLIC HEARING WILL BE HELD ON NOVEMBER 7, 2023**

**REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARING :**

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

34. An Ordinance authorizing the issuance of “City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A” in the aggregate principal amount of \$8,680,000 to the Texas Water Development Board to finance certain wastewater system improvements; and resolving matters which are necessary to effect such issuance.

[23-1399](#)

**All Districts**

El Paso Water, Art Duran, (915) 594-5549

**REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

35. An Ordinance amending various sections of Title 20 (Zoning), Appendix A (Table of Permissible Uses), and Appendix B (Table of Density and Dimensional Standards) to adopt the Union Plaza Architectural and Design Guidelines and Update References. The penalty is as provided in Chapter 20.24 of the El Paso City Code.

[23-1319](#)

**All Districts**

Capital Improvement Department, Daniela Quesada, (915) 212-1826

## **REGULAR AGENDA - OTHER BUSINESS:**

### **Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

36. Discussion and action on a report regarding the feasibility and benefits of issuing El Paso City Identification cards to residents and an implementation plan for implementation of an El Paso City Identification Card program. [23-1118](#)

**All Districts**

City Manager's Office, Dionne Mack, (915) 212-1064

37. Discussion and action that the City Manager be authorized to execute a Chapter 380 Economic Development Agreement between the City of El Paso and Desert Pass Townhomes, LLC pursuant to the City's Infill Development Incentive Policy, for the construction of a townhome development located at 201 N. Desert Pass, El Paso, TX 79912. The project includes the Applicant to make a minimum investment of \$12,008,509.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$316,238.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate. [23-1375](#)

**District 8**

Economic and International Development, Bill Allen, (915) 212-1619

Economic and International Development, Elizabeth K. Triggs, (915) 212-0094

### **Goal 2: Set the Standard for a Safe and Secure City**

38. Discussion and action on the school zone safety strategy. [23-1373](#)

**All Districts**

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

### **Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community**

39. Discussion and action to approve an amendment to the appropriation of \$3,000,000 for the implementation of high-speed internet throughout the City of El Paso from the Coronavirus State and Local Fiscal Recovery Funds in accordance with the requirements stipulated by the American Rescue Plan Act ("ARPA") and federal guidelines in the Final Rule. This item was previously approved on May 9, 2022. [23-1380](#)

**All Districts**

Information Technology, Araceli Guerra, (915) 212-1401

### **Goal 7: Enhance and Sustain El Paso's Infrastructure Network**

40. Discussion and action to authorize the Mayor on behalf of the City of El Paso to [23-1431](#)

sign a Resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for construction of the McGregor Range Waterline Booster Station Replacement Project.

**All Districts**

El Paso Water, Rene Leon, (915) 594-5613

**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 Interpreter Services, you must email [CityClerk@elpasotexas.gov](mailto:CityClerk@elpasotexas.gov) at least 72 hours in advance of the meeting.

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

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



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #:** 23-1400, **Version:** 1

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**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 October 10, 2023.

OSCAR LEESER  
MAYOR

CARY WESTIN  
INTERIM CITY MANAGER



CITY COUNCIL  
BRIAN KENNEDY, DISTRICT 1  
ALEXSANDRA ANNELLO, DISTRICT 2  
CASSANDRA HERNANDEZ, DISTRICT 3  
JOE MOLINAR, DISTRICT 4  
ISABEL SALCIDO, DISTRICT 5  
ART FIERRO, DISTRICT 6  
HENRY RIVERA, DISTRICT 7  
CHRIS CANALES, DISTRICT 8

## MINUTES FOR REGULAR COUNCIL MEETING

OCTOBER 10, 2023  
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY  
9:00 AM

### ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:02 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Joe Molinar, Isabel Salcido, and Chris Canales. Late arrival: Art Fierro at 9:04 a.m. Cassandra Hernandez and Henry Rivera requested to be excused.

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

### PLEDGE OF ALLEGIANCE

#### Scherr Law Firm's Inaugural Internship and Scholarship Program Recipients

Yamilette Contreras  
Brandon Enciso  
Sebastian Esparza  
Jacob Lozano

### MAYOR'S PROCLAMATIONS

National Health Education Week

Domestic Violence Awareness Month

Archtober Month

Indigenous Peoples' Day

Teentober Fest Day

The Regular City Council meeting was **RECESSED** at 9:42 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:37 a.m.

### NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido, 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 Kennedy, Annello, Salcido, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Molinar

ABSENT: Representatives Hernandez and Rivera

.....  
**CONSENT AGENDA – APPROVAL OF MINUTES:**  
.....

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**  
.....

1. \*Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of September 26, 2023, the Agenda Review of September 25, 2023, and the Work Session of September 25, 2023.

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

2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS**

\*Motion made, seconded, and unanimously carried to **EXCUSE** Representatives Cassandra Hernandez and Henry Rivera from the Regular City Council Meeting of October 10, 2023.

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

**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**  
.....

3. **\*RESOLUTION AMENDING SCHEDULE C FOR  
THE CITY OF EL PASO FY2024 FEE SCHEDULE**

**WHEREAS**, the City Council adopted the Budget Resolution for FY 2024 on August 15, 2023; and

**WHEREAS**, paragraph 48 of the Budget Resolution provides that any revisions or additions to the fees listed in Schedule C, or the process or formula used for setting fees, shall be approved by simple resolution of the City Council; and

**WHEREAS**, City Code Section 14.20.240 authorizes the City to charge fees for vehicle parking within either the short term or long term parking lots at the El Paso International Airport ("Airport").

**WHEREAS**, the City Council desires to revise the amount charged for maximum 24 hours use fee of the short term public parking lot as authorized by Title 14 of the City Code and on line 1893 of Schedule C; and

**WHEREAS**, the City Council desires to add a new fee for short term public parking in the west parking lot as authorized by Title 14 of the City Code; and

**WHEREAS**, this Amendment to Schedule C ensures cost recovery and sound fiscal management.

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

That Schedule C, attached to the FY 2024 Budget Resolution and effective September 1, 2023, shall be amended effective October 10, 2023, as set forth in Attachment A, to revise the maximum 24 hours use fee for the Airport's short term public parking lot and to add a new fee for short term public parking in the west parking lot.

**"Attachment A"**

Line No.	Account	Fee Description	Detail	Municipal Code Section	FY2024 Adopted Fees	FY2024 Proposed Revised
1893	430040	Public Parking Short Term (ST)	ST Max each 24 hrs.	n/a	\$15.00	\$17.00
TBD	430040	Public Parking West	Max each 24 hrs.	n/a		\$10.00

**Goal 3: Promote the Visual Image of El Paso**

4.

**\*RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, BENCOMO MARTIN, 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:

5248 Ridge St, more particularly described as Lot 1, Block 1, Daves Subdivision, City of El Paso, El Paso County, Texas, PID #D107-999-0010-0100

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 11th day of May, 2022, and approves the costs described herein.



2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, FRANKLIN HILLS 8 LP, 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:

Foster Surv 262 Abst Subdivision, City of El Paso, El Paso County, Texas, PID #X262-999-0000-0330

to be \$331.00, 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 March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY ONE AND 00/100 DOLLARS (\$331.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LEWIS SHERRY L, 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:

1291 Southwestern Dr, more particularly described as Lot 25 (7227 Sq FT), Block 2, Scenic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #S171-999-0020-4900

to be \$332.00, 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 February, 2018, 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 TWO AND 00/100 DOLLARS (\$332.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, LEWIS SHERRY L, 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:

1291 Southwestern Dr, more particularly described as Lot 25 (7227 Sq FT), Block 2, Scenic Heights Subdivision, City of El Paso, El Paso County, Texas, PID #S171-999-0020-4900

to be \$346.88, 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 11th day of January, 2016, 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 88/100 DOLLARS (\$346.88) 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.

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

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

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

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

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

4405 Durazno Ave, more particularly described as Lot E 40 Ft Of 1 To 3 (3000 Sq Ft), Block 19, Lincoln Park Subdivision, City of El Paso, El Paso County, Texas, PID #L314-999-0190-0100

to be \$340.50, 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 16th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY AND 50/100 DOLLARS

(\$340.50) 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.

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

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

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

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

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

8304 Mount Everest Dr, more particularly described as Lot 20, Block 12, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0120-7700

to be \$372.50, 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 26<sup>th</sup> day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDREND SEVENTY TWO AND 50/100 DOLLARS (\$372.50) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ MARIA D 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:

Lot 34 & 35, Block D, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-000D-9500

to be \$354.00, 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 March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY FOUR AND 00/100 DOLLARS (\$354.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, RODARTE LIONEL, 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:

4944 Titanic Ave, more particularly described as Lot 2 To 4 (28725 Sq Ft), Block , Diana Park Subdivision, City of El Paso, El Paso County, Texas, PID #D494-999-0010-1100

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 21st day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, AHUMADA MICHAEL & AIDA, 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:

3723 Porter Ave, more particularly described as Lot 5 & 6 (6000 Sq Ft), Block 72, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0720-1700

to be \$544.00, 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, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$544.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ADULTS & YOUTH UNITED ASSOCIATION, 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:

4801 Vulcan Ave, more particularly described as Lot 154 & 155, Block , Sunrise Acres #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S917-999-002F-4600

to be \$601.50, 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 20th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED ONE AND 50/100 DOLLARS (\$601.50) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, KASE HOLDINGS 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:

3609 Lincoln Ave, more particularly described as Lot 11 To 13 W 5 Ft Of 10 (9600 Sq Ft), Block 119, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-1190-4000

to be \$352.33, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY TWO AND 33/100 DOLLARS (\$352.33) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, INTERNATIONAL TRADER GROUP INC, 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:



3700 Van Buren Ave, more particularly described as Lot 31 & 32, Block 33, Morningside Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M794-999-0330-9100

to be \$378.92, 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 13th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY EIGHT AND 92/100 DOLLARS (\$378.92) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, AHUMADA MICHAEL 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:

3727 Porter Ave, more particularly described as Lot 3 & 4 (6000 Sq Ft), Block 72, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0720-0900

to be \$416.00, 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 April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIXTEEN AND 00/100 DOLLARS (\$416.00) 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.

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

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

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

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

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

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

to be \$562.00, 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 May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY TWO AND 00/100 DOLLARS (\$562.00) 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.

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

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

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

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

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

10413 Aphrodite Dr, more particularly described as Lot 17 (6375 Sq Ft), Block 9, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0090-3300

to be \$451.60, 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 12th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY ONE AND 60/100 DOLLARS (\$451.60) 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.

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

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

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

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

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

10413 Aphrodite Dr, more particularly described as Lot 17 (6375 Sq Ft), Block 9, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0090-3300

to be \$592.00, 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 February, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINETY TWO AND 00/100 DOLLARS (\$592.00) 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.

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

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

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

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

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

Lot 5 & 18 To 22 & Pt Of N 40 Ft Of Chateau St Clsd (88664.00 Sq Ft), Block 32, Milagro Hills #41 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0320-0050

to be \$978.50, 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 31st day of March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount NINE HUNDRED SEVENTY EIGHT AND 50/100 DOLLARS (\$978.50) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, TIERRA DEL SOL REAL ESTATE LLP, 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:

5032 Joe Herrera Dr, more particularly described as Lot 18 (6240 Sq Ft), Block 14, Tobin Park #1 Subdivision, City of El Paso, El Paso County, Texas, PID #T527-999-0140-6900

to be \$290.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED NINETY AND 00/100 DOLLARS (\$290.00) 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.

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

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

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

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

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

14223 Rattler Point Dr, more particularly described as Lot 17, Block 254, Tierra Del Este #62 Subdivision, City of El Paso, El Paso County, Texas, PID #T287-999-2540-1700

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 6th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, QUINTANA JAVIER & BEATRIZ, 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:

11408 Patricia Ave, more particularly described as Lot 3, Block 1, Kimberly Heights Subdivision, City of El Paso, El Paso County, Texas, PID #K383-999-0010-0300

to be \$340.50, 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 7th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY AND 50/100 DOLLARS (\$340.50) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, VALLEY BANK OF EL PASO C/O DIANA SSEALE-TAX ACCT DEPT, 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:

7808 La Senda Dr, more particularly described as Lot St Pt Of Tr 1 & N Pt Of Tr 2 (Irreg On N & E-321-34 Ft On S- 402.06 Ft On W) (3.3722 Ac), Block , Rosedale Farms #2 Subdivision, City of El Paso, El Paso County, Texas, PID #R745-999-001A-0500

to be \$361.50, 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 20th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 50/100 DOLLARS (\$361.50) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO MOUNTAIN 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:

8131 North Loop Dr, more particularly described as Lot 1, Block 1, Lamb Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #L193-999-01A0-0100

to be \$449.00, 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 16th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY NINE AND 00/100 DOLLARS (\$449.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, ABDELGAWAD AMR A & ABDOU MARWA 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:

6324 Belton Rd, more particularly described as Lot 1 (10301 Sq Ft), Block 59, Coronado Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #C818-999-0590-0100

to be \$374.00, 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 May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY FOUR AND 00/100 DOLLARS (\$374.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, TORRES MARIA 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:

7632 Windcrest Dr, more particularly described as Lot 30 (7837.85 Sq Ft), Block 33, West Hills #12 Subdivision, City of El Paso, El Paso County, Texas, PID #W145-999-0330-3000

to be \$528.00, 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 16th day of May, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$528.00) 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.

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

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, KNAPP DANIEL 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:

Lot 5 & 6, Block 5, Rosemont Subdivision, City of El Paso, El Paso County, Texas, PID #R843-999-0050-2300

to be \$434.00, 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 11th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY FOUR AND 00/100 DOLLARS (\$434.00) 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.

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

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

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

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

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

Lot 5A (5739 Sq Ft), Block 5, Bueno Vista Subdivision, City of El Paso, El Paso County, Texas, PID #B800-999-0050-0550

to be \$403.00, 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 March, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THREE AND 00/100 DOLLARS (\$403.00) 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.

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**5. \*RESOLUTION**

**WHEREAS**, the Rio Grande Council of Governments (RGCOG) is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the RGCOG adopted regional solid waste management plan; and

**WHEREAS**, the RGCOG created the Regional Solid Waste Project Allocation COG Managed Program to procure and implement solid waste management projects from local and regional political subdivisions within the State of Texas; and

**WHEREAS**, City of El Paso in the State of Texas is qualified to apply for grant funds from the Rio Grande Council of Governments FY2024 Regional Solid Waste Project Allocation COG Managed Program under the RGCOG Request for Applications; and

**WHEREAS**, the Rio Grande Council of Governments' FY2024 Regional Solid Waste Project Allocation COG Managed Program is administered by the Rio Grande Council of

Governments, is divided between six Texas counties and can be used to address the disposal of materials from illegal dumping sites; and

**WHEREAS**, illegal dumping sites, including the illegal dumping of tires, can pose health and safety risks for the citizens of El Paso; and

**WHEREAS**, The City of El Paso established the Scrap Tire Reimbursement Program to reduce the illegal dumping of tires; and

**WHEREAS**, The City of El Paso finds it in the best interest of the citizens of El Paso to continue to operate the Scrap Tire Disposal Reimbursement for the year 2024; and

**WHEREAS**, the City of El Paso wants to apply for grant funds from the FY2024 Regional Solid Waste Project Allocation COG Managed Program in order to defray the costs of operating the Scrap Tires Disposal Reimbursement Program.

**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 sign the application and any other documents required to apply for grant funds from the Rio Grande Council of Governments FY2024 Regional Solid Waste Project Allocation COG Managed Program.

2. **THAT** the City Manager or designee is authorized to effectuate any budget transfers, any related agreements, amendments to such agreements, and documents necessary to carry out the intent of this resolution.

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**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

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6.

**\*RESOLUTION**

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

That the 2023 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

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7.

**\*RESOLUTION**

**WHEREAS**, the Consolidated Tax Assessor/Collector of the City of El Paso (the "**City**") 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;

**WHEREAS**, the tax roll for the remaining entities is on file and available for inspection in the City Tax Office; and

**WHEREAS**, the Consolidated Tax Assessor/Collector now submits the tax roll to the City Council for approval as the 2023 tax roll.

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

**THAT** the tax roll attached hereto as Attachment A\*\* is hereby approved and constitutes the 2023 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

\*\*Attachment A is available at the City Clerk's Office.

8.

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

**WHEREAS**, pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency; and

**WHEREAS**, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

**WHEREAS**, pursuant to Section 33.011(d) of the Tax Code, taxpayer, SPOTT BARBARA M B ("Taxpayer") requested a waiver of penalties and interest on July 21, 2023, before the 181st day after the delinquency date, in the amount of \$1,092.75 for the 2022 delinquent taxes for the property with the following legal description:

11 FIESTA HILLS REPLAT LOT 13 (7234 SQ FT)

**WHEREAS**, the Taxpayer paid the taxes owed on the property on July 25, 2023, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

**WHEREAS**, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

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

**THAT** the Taxpayer, SPOTT BARBARA M B, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2022 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$1,092.75, for the property with the following legal description:

11 FIESTA HILLS REPLAT LOT 13 (7234 SQ FT)

**Goal 8: Nurture and Promote a Healthy, Sustainable Community**

9.

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

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and Texas Tech University Health Sciences Center at El Paso ("TTUHSC"), for the period of September 15, 2023 through September 14, 2025, under which TTUHSC will do the following for the City's Department of Public Health's clinical laboratories: (1) provide a

CLIA qualified faculty member to serve as the medical director; (2) review and approve quality control procedures; (3) make final determinations concerning abnormalities in clinical laboratory procedures; and (4) make recommendations on clinical procedure manuals; for which the City will pay TTUHSC \$1,791.00 per month, for a maximum compensation not to exceed \$42,984.00 over the two-year term.

10.

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

**WHEREAS**, the Biden Administration has recently released a \$7 Billion grant program (Solar for All) through the Environmental Protection Agency (EPA) to enable low-income and disadvantaged households across America to access the benefits of low-cost clean solar energy;

**WHEREAS**, the City of El Paso and other regional partners intend to collaborate and work together on (i) enhancing distributed solar generation and energy storage, including rooftop residential and residential-serving community photovoltaic solar and storage to low-income and disadvantaged households in the region and (ii) submit an application to the U.S. Environmental Protection Agency, Office of the Greenhouse Gas Reduction Fund (Funding Opportunity Number EPA-R-HQ-SFA-23-01) (Grant) to fund the development of this infrastructure;

**WHEREAS**, the City of El Paso and El Paso Electric Company wish to collaborate on portions of the Grant project;

**WHEREAS**, the EPA has set October 12, 2023, as the date for the City to submit the Solar for All grant application;

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

1. **THAT**, the El Paso City Council authorizes the submission of the Grant, for the City of El Paso and other regional organizations to implement Solar for All programs for low income and disadvantaged households in the region;
2. **THAT**, the El Paso City Council authorizes the City Manager or designee to enter into a non-binding memorandum of understanding with El Paso Electric relating to the Grant;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate the Grant;
4. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork or documents needed to apply for the Grant.

**CONSENT AGENDA – RE-APPOINTMENTS:**

**Goal 3: Promote the Visual Image of El Paso**

11. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Robert D. Garland III to the Building and Standard Commission by Representative Aleksandra Annello, District 2.

**Goal 8: Nurture and Promote a Healthy, Sustainable Community**

12. \*Motion made, seconded, and unanimously carried to **RE-APPOINT** Phillip Thomas Laign, Jr. to the City Accessibility Advisory Committee by Representative Art Fierro, District 6.

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

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**  
.....

13. \*Motion made, seconded, and unanimously carried to **APPOINT** Ryan Woodcraft to the Bond Overview Advisory Committee by Representative Joe Molinar, District 4.

.....  
**Goal 8: Nurture and Promote a Healthy, Sustainable Community**  
.....

14. \*Motion made, seconded, and unanimously carried to **APPOINT** George Zavala to the City Accessibility Advisory Committee by Representative Aleksandra Annello, District 2.

15. \*Motion made, seconded, and unanimously carried to **APPOINT** George Zavala as a regular member to the Fair Housing Task Force by Representative Art Fierro, District 6.

16. \*Motion made, seconded, and unanimously carried to **APPOINT** Mathew Marquez as an alternate member to the Fair Housing Task Force by Representative Art Fierro, District 6.

.....  
**CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:**  
.....

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**  
.....

17. \*Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below:

1. Essential Maintenance, in the amount of \$2,754.48 made an overpayment on December 15, 2022 of 2022 taxes. (Geo. #0729-999-1064-2134)
2. Meuchadim of Texas LTD, in the amount of \$2,745.32 made an overpayment on December 30, 2022 of 2022 taxes. (Geo. #C050-999-0720-0100)
3. Edgar Torres, in the amount of \$3,338.13 made an overpayment on June 30, 2023 of 2022 taxes. (Geo. #M056-999-0080-0100)

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

**Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community**  
.....

18. \*Motion made, seconded, and unanimously carried to **ACCEPT** the donation of \$5,000 from Amerigroup for District 3 holiday community initiatives and events to include a Halloween event for children with sensory sensitivities, a Thanksgiving turkey giveaway for families in need and a Christmas event for children with disabilities.

.....  
**CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:**  
.....

**Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community**  
.....

19. \*Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code, receipt of campaign contribution by Representative Art Fierro in the amount of \$5,000 from Woody L. Hunt.

**REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:**

**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

20. **Item:** Discussion and action for the City of El Paso to use \$500,000 of its funds from the American Rescue Plan Act of 2021 (ARPA) to partner with Up Together, a 501(c)(3) nonprofit organization, to provide direct unrestricted financial assistance of \$500/month for 12 months to resident households facing financial hardship (defined as earning a household income at or below 80% AMI for the local El Paso County area) exacerbated by the negative economic impacts of the COVID-19 pandemic so that they can build power, reinforce their autonomy, and drive their own economic and social mobility.

Mayor Leeser and Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Tracey Jerome, Senior Deputy City Manager
- Ms. Nicole Ferrini, Climate and Sustainability Officer

The following members of the public commented:

1. Ms. Ivanna Neri
2. Ms. Rosa Lujan
3. Ms. Claudia Garcia
4. Ms. Roxana Perez
5. Mr. Eloiso de Avila
6. Ms. Lisa Turner

**1<sup>ST</sup> MOTION**

\*Motion made, seconded, and unanimously carried to **REVISE** the item to add Representative Molinar as a cosponsor of the item.

**2<sup>ND</sup> AND FINAL MOTION**

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and carried to **AUTHORIZE** the City Manager and City Attorney to identify a funding source for \$500,000 and **CREATE** a process to select an organization to support families that are at or below 80% adjusted median income with metrics and standards as required by relevant law and the relevant funding source in an effort to assist those at risk of eviction and to prevent homelessness and **RETURN** to Council in 30 days.

AYES: Representatives Annello, Molinar, Salcido, Fierro, and Canales

NAYS: Representative Kennedy

ABSENT: Representatives Hernandez and Rivera

**Goal 3: Promote the Visual Image of El Paso**



21.

## ITEMS 21 AND 22 WERE TAKEN TOGETHER

### RESOLUTION

**WHEREAS**, Coming Out Day is observed nationally to celebrate coming out and to raise awareness of when it was first observed on October 11, 1988, on the anniversary of the National March on Washington for Lesbian and Gay Rights that urged Congress to pass protective civil rights legislation; and

**WHEREAS**, “Coming Out” has been the common term for someone who acknowledges to others that they are LGBTQIA+. However, the term gives the impression that people who do not identify as heterosexual are hiding from society, rather than acknowledging how homophobia and transphobia creates an unwelcoming and unsafe environment to live authentically; and

**WHEREAS**, Hundreds of LGBTQIA+ El Pasoans come out to their friends and loved ones yearly, not knowing what the response will be; and

**WHEREAS**, Coming Out can be a life changing experience, and for some can lead to family exile, discrimination in the workplace, social shunning and violence; and

**WHEREAS**, while discriminatory policies set by government and public institutions further ostracize and criminalize LGBTQIA+ people, they also have the power to create a public space that is accepting and safe, so that coming out is not done in fear; and

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

Declares October 11th of every year is “El Pasoan’s Coming Out Day”, by listening to the LGBTQIA+ community and working with LGBTQIA+ support organizations, together will foster a model city that is safe to Come Out in.

22.

### RESOLUTION

**WHEREAS**, Transgender History Month is a time to honor the rich history and contributions of transgender and gender-nonconforming history makers; and

**WHEREAS**, Transgender and gender-nonconforming Americans and their existence are often portrayed as a recent cultural development, despite having existed throughout human history; and

**WHEREAS**, Transgender and gender-nonconforming Americans are being dehumanized and politicized and their contributions being erased; and

**WHEREAS**, the Texas government has consistently created laws that specifically target transgender and gender non-conforming individuals and their way of life, continuing to perpetuate discrimination, violence and disparity against them; and

**WHEREAS**, Transgender and gender non-conforming is a diverse community that is blazing brave new trails, making history, and advocating for equality and inclusion; and

**WHEREAS**, Lisa Turner, an El Pasoan and veteran, has made history as the first Trans-Woman to be appointed to several city commissions, including the Women’s Rights

Commission, and continually advocates for “common sense” policy that ensures that El Pasoans are represented; and

**WHEREAS**, supporting the transgender and gender-nonconforming community by designating October as Transgender History Month will create a culture led by education and recognition of the contributions of transgender El Pasoans; and

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

Declares the month of October of each year as Transgender History Month and pledges to continue to show its support and stand in solidarity with the Transgender Community honoring our diverse and intersectional community and that the City of El Paso declares itself as a safe haven for Transgender and gender non-conforming families.

Representative Annello read the resolutions into the record.

Mayor Leeser commented.

The following members of the public commented:

1. Ms. Andi Rose Tiscareño
2. Ms. Lisa Turner

**1<sup>ST</sup> MOTION**

\*Motion made, seconded, and unanimously carried to **MOVE** the items to the **FOREFRONT** of the Regular agenda.

**2<sup>ND</sup> AND FINAL MOTION**

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried to **APPROVE** the Resolutions.

AYES: Representatives Kennedy, Annello, Salcido, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Molinar

ABSENT: Representatives Hernandez and Rivera

**CALL TO THE PUBLIC – PUBLIC COMMENT:**

The following members of the public commented:

1. Ms. Maria Guadalupe Castañeda
2. Ms. Elizabeth Crawford
3. Mr. Steven Strummer
4. Mr. Michael Wrease
5. Mr. Ron Comeau
6. Mr. Steve Fischer

**REGULAR AGENDA – FIRST READING OF ORDINANCES:**

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

AYES: Representatives Kennedy, Molinar, Salcido, and Canales  
NAYS: None  
NOT PRESENT FOR THE VOTE: Representatives Annello and Fierro  
ABSENT: Representatives Hernandez and Rivera

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**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

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23. An Ordinance amending various sections of Title 20 (Zoning), Appendix A (Table of Permissible Uses), and Appendix B (Table of Density and Dimensional Standards) to adopt the Union Plaza Architectural and Design Guidelines and Update References. The penalty is as provided in Chapter 20.24 of the El Paso City Code.

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**PUBLIC HEARING WILL BE HELD ON OCTOBER 24, 2023**

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**Goal 3: Promote the Visual Image of El Paso**

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24. An Ordinance changing the zoning of Lots 23, 24, 25, 26, and the East 17 feet of Lot 27, Block 43, Supplemental Map #1 of East El Paso Addition, 3410, 3412, and 3418 Gateway East Boulevard, City of El Paso, El Paso County, Texas from A-3 (Apartment) to C-3 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 3410, 3412, and 3418 Gateway East Boulevard  
Applicant: Alex Shaheen, PZRZ23-00015

25. An Ordinance changing the zoning of the following real property known as: Parcel 1: A 0.367-acre portion of Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas, from C-1 (Commercial) to C-3 (Commercial) and, Parcel 2: A 18.228-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tracts 4G and 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas, from C-1 (Commercial), C-3/c (Commercial/conditions), and C-4/c (Commercial/conditions) to R-3A (Residential); and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Cimarron Canyon Dr. and East of Resler Dr.  
Applicant: CSA Design Group, Inc., PZRZ23-00002

26. An Ordinance amending a condition placed on Parcel 1 by Ordinance No. 15672 which changed the zoning of a 4.32-acre portion of Tract 1B2, Nellie D. Mundy Survey 242, Tract 62E2, W.H. Glenn Survey 241 and Tract 4G2, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas, and which imposed a condition, and releasing all conditions placed on Parcel 2 by ordinance No. 15708 which changed the zoning of a 0.194-acre portion of Tract 4G, Nellie D. Mundy Survey 240, City of El Paso, El Paso County, Texas, and which imposed a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed condition amendment and release meet 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: North of Cimarron Canyon Dr. and East of Resler Dr.  
Applicant: CSA Design Group, Inc., PZCR23-00002

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27. An Ordinance changing the zoning of Lot 39, Block 13, Tres Suenos Unit Four Amending Plat, City of El Paso, El Paso County, Texas from C-2/c (Commercial/conditions) to P-R II/c (Planned Residential II/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Eastbrook Drive and East of Rich Beem Boulevard  
Applicant: Northtowne Village Joint Venture, PZRZ23-00011

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28. An Ordinance releasing all conditions placed on property by Ordinance No. 16385 which changed the zoning of Lot 39, Block 13, Tres Suenos Unit Four Amending Plat, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: South of Eastbrook Drive and East of Rich Beem Boulevard  
Applicant: Northtowne Village Joint Venture, PZCR23-00001

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29. An Ordinance changing the zoning of Lot 2, Block 6, The Village at Cimarron Unit Three, 7451 Cimarron Park Drive, City of El Paso, El Paso County, Texas from R-3A/c Residential/conditions) to C-1 (Commercial), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7451 Cimarron Park Drive  
Applicant: Hunt Communities Development Co. II, LLC, PZRZ23-00019

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30. An Ordinance releasing all conditions placed on property by Ordinance No. 15672 which changed the zoning of Lot 2, Block 6, The Village at Cimarron Unit Three, 7451 Cimarron Park Drive, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7451 Cimarron Park Drive  
Applicant: Hunt Communities Development Co. II, LLC, PZCR23-00003

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**PUBLIC HEARING WILL BE HELD ON NOVEMBER 7, 2023 FOR ITEMS 24 THROUGH 30**

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**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:**

**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

31. Motion made by Representative Canales, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the request that the Managing Director of the Purchasing and Strategic Sourcing Department issue a Purchase Order(s) to US Postal Service for a three (3) year term. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

Contract Variance:

Not applicable, new contract.

Department:	Tax Office
Award To:	US Postal Service
	El Paso, TX
Term:	3 Years
Total Estimated Amount:	\$350,000.00
Account No.:	540030 - 206 - 3700 - 1940
Funding Source:	Tax Office Enterprise Fund
District(s):	All
Reference No.:	2024-0097

This is a Non-competitive, service contract.

The Purchasing & Strategic Sourcing and Tax Office Departments recommend award as indicated to US Postal Service.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

**REGULAR AGENDA – EMERGENCY ORDINANCES:**

**Goal 2: Set the Standard for a Safe and Secure City**

32. **ITEMS 32 AND 33 WERE TAKEN TOGETHER**

**ORDINANCE 019544**

**AN EMERGENCY ORDINANCE EXTENDING EMERGENCY  
ORDINANCE NO. 019333 AUTHORIZING THE CITY MANAGER TO ASSIGN  
PERSONNEL AND RESOURCES TO ASSIST IN ADDRESSING THE  
HUMANITARIAN AND PUBLIC SAFETY CRISIS RESULTING FROM A MASS  
MIGRATION THROUGH EL PASO**

**WHEREAS**, on May 23, 2022, the Mayor and City Council of the City of El Paso (the “City”) passed an Emergency Ordinance No. 019333 “Authorizing the City Manager to Assign Personnel and Resources to Assist in Addressing the Humanitarian and Public Safety Crisis Resulting from a Mass Migration through the City of El Paso”; and

**WHEREAS**, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border in hopes that President Biden would ease immigration restrictions that will make it easier to enter the United States; and

**WHEREAS**, the Biden administration ended the COVID-19 public health emergency on May 11, 2023 ending all use of Title 42 as a mechanism to control the border; and

**WHEREAS**, on the eve of the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,000 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

**WHEREAS**, the Southwest had 132,652 land border encounters in the month of July, 2023; and

**WHEREAS**, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 16,464 land border encounters in the month of July, 2023 and a total of 364,092 encounters for federal fiscal year 2023; and

**WHEREAS**, when the CBP Central Processing Center is over capacity and the non-governmental organizations (NGOs) space is unavailable, that is when the potential for street releases arises; and

**WHEREAS**, CBP has released many migrants onto downtown streets leaving many migrants without shelter; and

**WHEREAS**, in the month of September 2023, approximately 6,000 migrants have been released into the community weekly; and

**WHEREAS**, in response to the street releases, the El Paso City-County Office of Emergency Management (“OEM”) reallocated twenty-nine COVID-19 Operations staff to assist as migrant shelter surge staff, and on May 17, 2022, this staff began orientation training at Casa del Refugiado, the NGO’s largest hospitality site; and

**WHEREAS**, OEM has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with NGO capacity; and

**WHEREAS**, beginning in late August 2022, the El Paso sector experienced a surge of over 2,000 migrants presenting themselves daily to CBP, primarily made up of unsponsored single adults from Venezuela, resulting in over 1,000 street releases by CBP; and

**WHEREAS**, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

**WHEREAS**, due to this high volume, the number of refugees and asylum seekers released to the NGO and the City’s Migrant Welcome Center, was over 1,000 on a daily basis; and

**WHEREAS**, on September 7, 2022, the City and OEM stood up a migrant Welcome Center to assist with transportation assistance providing services and meals to over 19,300 migrants through October 20, 2022, and

**WHEREAS**, the release of mass groups of people without access to potable water, food, or shelter exposes the migrants and El Paso residents to the origination and spread of potential and actual disease; and

**WHEREAS**, in response to the number of migrants arriving at the border, on January 5, 2023, the Department of Homeland Security created a humanitarian parole program for migrants from Cuba, Haiti, and Nicaragua similar to the program already available to Venezuelans; and

**WHEREAS**, on January 8, 2023, President Biden visited the border to assess the situation in part because the number of migrants has gained the attention of the media and national leadership; and

**WHEREAS**, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach hot or cold temperatures and the inherent risks that come with increased demand on local shelters; and

**WHEREAS**, on March 12, 2023, border officials barricaded and closed down the Paso del Norte bridge due to a breach of public safety involving hundreds of migrants present on the bridge due to rumors about the relaxation of immigration restrictions circulated on social media sites; and

**WHEREAS**, CBP has increased the number of family units released into the community causing wait times for transportation to final destinations to increase and other logistical challenges; and

**WHEREAS**, for these reasons, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

**WHEREAS**, there is the potential for loss of property for both residents and migrants due to those who would take financial advantage of this wave of migrants; and

**WHEREAS**, the Director of Aviation has the authority, as granted by the El Paso City Council, to manage the day-to-day operation of the El Paso International Airport ("EPIA") and to ensure that those operations are conducted in compliance with the rules and regulations regarding airports under Title 14 of the Code of Federal Regulations, Chapter 22 of the Texas Transportation Code, and Title 14 of the El Paso City Code, as well as federal, state, and local health and safety regulations to ensure the health, safety, and welfare of all occupants and travelers making use of EPIA facilities; and

**WHEREAS**, EPIA in recent past, became saturated with migrants awaiting air travel and could need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure its facilities as the demand for air travel increases exponentially; and

**WHEREAS**, the City of El Paso is home to 4 international ports of entry between Texas and Mexico; and

**WHEREAS**, based on mass migration events in the recent past, the City anticipates significant delays at the international ports-of-entry to include trade; and

**WHEREAS**, the encampment of large groups of migrants on City rights of way, parks and other City property has led to street closure and cessation of the streetcar service; and

**WHEREAS**, the City finds that the expenditure of public funds for staff to coordinate resources and supplies, serve as shelter surge staff and transport migrants released in the City of El Paso accomplishes a valid public purpose of protecting public infrastructure, and protecting the health, safety and welfare of the citizens of El Paso; and

**WHEREAS**, in order to protect the health of persons in the municipality, the City Council wishes to continue to assist the local NGO with surge staff, coordination of resources and supplies, and transportation in light of the continued high number of community releases; and

**WHEREAS**, OEM and the City have and will continue to prepare and evaluate the need for mass emergency sheltering thanks to the expiration of Title 42 and other regional migration surges that may impact the El Paso region; and

**WHEREAS**, the El Paso City Charter Section 3.10, allows for the adoption of one or more emergency ordinances to meet a public emergency affecting life, health, property, or the public peace; and

**WHEREAS**, Section 121.003 of the Texas Health & Safety Code states that a municipality may enforce any law that is reasonably necessary to protect public health; and

**WHEREAS**, Section 122.006 of the Texas Health & Safety Code provides home-rule municipalities express authority to adopt rules to protect the health of persons in the municipality, including quarantine rules to protect the residents against communicable disease; and

**WHEREAS**, this Ordinance shall remain in effect until otherwise terminated, re-enacted, superseded by a conflicting ordinance, El Paso Local Health Authority Ordinance, state or federal law, or repealed automatically as of the 31<sup>st</sup> day following the date on which it was adopted unless re-enacted pursuant to City Charter Section 3.10.

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

1. That the Emergency Ordinance No. 019333 passed and adopted by the City Council of the City of El Paso on May 23, 2022 is hereby re-enacted and shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by City Council, whichever is sooner.
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

**33.**

**ORDINANCE 019545**

**AN EMERGENCY ORDINANCE  
EXTENDING EMERGENCY ORDINANCE NO. 019485 DUE TO A  
HUMANITARIAN, SECURITY, AND ECONOMIC CRISIS  
RESULTING FROM A MASS MIGRATION THROUGH EL PASO**



**WHEREAS**, on May 8, 2023, the El Paso City Council passed Emergency Ordinance No. 019485 “Due to a Humanitarian, Security, and Economic Crisis Resulting from a Mass Migration through the City of El Paso (the “City”)”; and

**WHEREAS**, for federal fiscal year 2023, Southwest encounters were at 1,646,077 of which 549,832 were Title 42; and

**WHEREAS**, the El Paso sector of CBP had 16,464 land border encounters in the month of July, 2023; and

**WHEREAS**, thousands of migrants from Latin America gathered at or near the U.S.-Mexico border awaiting processing after Title 42, which is a COVID-19 era mechanism, ended along with the expiration of the Public Health Emergency for COVID-19; and

**WHEREAS**, prior to the expiration of Title 42, there were an estimated 152,000 migrants in northern Mexico with approximately 60,900 in the State of Chihuahua, and 35,000 in Ciudad Juarez according to U.S. federal statistical records; and

**WHEREAS**, DHS has created an immigration benefit through which migrants from certain nations can request asylum and be paroled into the country; and

**WHEREAS**, upon the migrants’ arrival into the United States, they are held by CBP who processes, sets for hearing and then releases migrants onto El Paso streets with little to no resources; and

**WHEREAS**, the number of migrants in need of shelter has exceeded the shelter space available through local, state, and federal partnerships; and

**WHEREAS**, the City lacks an extensive transportation infrastructure to facilitate the movement of migrants out of the region further increasing demand on shelters; and

**WHEREAS**, state and federal infrastructure and support is critical to support local efforts to effectively and safely care for mass groups of migrants entering the City; and

**WHEREAS**, U.S. Customs and Border Protection (CBP) surged its personnel and resources along the southern border to increase processing capacity to ensure a humane environment for those being processed; and

**WHEREAS**, the primary challenge for the non-governmental organizations (NGOs) assisting in the effort is that the NGOs do not have the volunteer base to sustain or increase current capacity at their current hospitality sites; and

**WHEREAS**, the Office of Emergency Management has created a job specification, for general disaster operations to include humanitarian relief duties to hire and assign staff to assist with migrant operations; and

**WHEREAS**, in the Fall of 2022, the City expended significant resources to create and staff a Welcome Center to assist with transportation assistance, providing long-distance charter services and over 39,000 meals to over 19,300 migrants through October 20, 2022; and

**WHEREAS**, the number of migrants released into the community has been as high as 1,700 in a single day; and

**WHEREAS**, the volume of migrants at the border and released into the United States has gained the attention of international and national media; and

**WHEREAS**, there are significant public safety and security concerns related to the wave of migration, including but not limited to the risk to injury or loss of life with migrants in El Paso streets with little or no resources on days that reach extremely high or freezing low temperatures and the inherent risks that come with increased demand on local shelters; and

**WHEREAS**, donations to the migrants from the public are best received at the assisting NGOs and shelters in lieu of delivery to spaces where migrants gather; and

**WHEREAS**, additional shelter space is being prepared for the thousands of migrants released into the community; and

**WHEREAS**, camping in public spaces is prohibited under Section 48.05 of the Texas Penal Code; and

**WHEREAS**, the City is faced with the imminent threat of widespread injury or loss of life resulting from a surge in transient migrants traveling to the region; and

**WHEREAS**, there is potential for loss of property for both residents and migrants due to those who would take advantage of this wave of migrants; and

**WHEREAS**, in recent months, the El Paso International Airport became saturated with migrants awaiting air travel and shelter, and the City of El Paso may need to take measures to preserve the health and safety of its customers, employees and the public, as well as measures to secure, clean and comply with all related legal requirements regarding its facilities as the demand for air travel can increase exponentially; and

**WHEREAS**, the City of El Paso is home to 4 of the 28 international ports of entry between Texas and Mexico; and

**WHEREAS**, based on mass migration events in the recent past including protests and closures of the international bridges, the City has experienced several significant delays at the international ports-of-entry to include trade delays; and

**WHEREAS**, the City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City; and

**WHEREAS**, City Charter Section 3.10 allows for the City Council to adopt an emergency ordinance to meet a public emergency affecting life, health, property or the public peace; and

**WHEREAS**, pursuant to City Charter Section 3.10, every emergency ordinance shall stand repealed automatically as of the 31<sup>st</sup> day following the date on which it was adopted, but may be re-enacted to continue a Disaster Declaration; and

**WHEREAS**, the condition necessitating the declaration of a state of disaster continues to exist.

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

1. That an emergency exists as described in clear and specific terms in the recitals above, which are incorporated herein.
2. That the state of disaster proclaimed for the City of El Paso by the Mayor on May 8, 2023 and extended by unanimous vote of City Council shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of the City Council, whichever is sooner.
3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10 and is effective upon adoption.

Mayor Leeser commented.

Chief Mario D'Agostino, Deputy City Manager commented.

Mr. David Scully, citizen, commented.

#### **1<sup>ST</sup> MOTION**

Motion made by Mayor Pro Tempore Anello, seconded by Representative Molinar, and unanimously carried that the Ordinances be **ADOPTED**.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Rivera

**Mayor Leeser consented to the adoption of the Emergency Ordinances.**

#### **2<sup>ND</sup> MOTION**

Motion made, seconded, and unanimously carried to **RECONSIDER** the emergency ordinances to allow for public comment.

#### **3<sup>RD</sup> AND FINAL MOTION**

Motion made by Mayor Pro Tempore Anello, seconded by Representative Salcido, and unanimously carried that the Ordinances be **ADOPTED**.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Rivera

**Mayor Leeser consented to the adoption of the Emergency Ordinances.**

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### **REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:**

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#### **Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**

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34.

#### **ORDINANCE 019546**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.78 (INTERNATIONAL BRIDGES), SECTION 12.78.010 (TOLLS FOR INTERNATIONAL BRIDGES) TO ADD DESCRIPTION OF BUSES, CHAPTER 12.78 (INTERNATIONAL BRIDGES), SECTION 12.78.020 (TOLL COLLECTION FOR PICK UP TRUCKS) TO ADD OR ANY OTHER VEHICLE TO THE TITLE OF TOLL COLLECTION FOR PICK UP TRUCKS OF THE CITY CODE.**

Motion duly made by Representative Salcido, seconded by Representative Molinar, 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 Kennedy, Annello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representative Hernandez and Rivera

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

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**Goal 3: Promote the Visual Image of El Paso**

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**35.**

**ORDINANCE 019547**

The City Clerk read an Ordinance entitled: **AN ORDINANCE TERMINATING THE A-1 OUTDOOR MARKETING NON-EXCLUSIVE FRANCHISE FOR WASTE CONTAINERS ON SIDEWALKS AND OTHER CITY PROPERTY.**

Mayor Leeser and Representative Canales commented.

Ms. Lisa Turner, citizen, commented.

Motion duly made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Annello, 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 Kennedy, Annello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representative Hernandez and Rivera

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

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**Goal 7: Enhance and Sustain El Paso's Infrastructure Network**

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**36.**

**ORDINANCE 019548**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.150 (SCHEDULE XIV-SPEED LIMITS), TO AMEND PARAGRAPH H (FORTY FIVE MILES PER HOUR) ITEM 19. UPPER VALLEY ROAD BETWEEN COUNTRY CLUB ROAD AND BORDERLAND ROAD, BE DELETED; AND TO AMEND PARAGRAPH (FORTY FIVE MILES PER HOUR) ITEM 30. WESTSIDE DRIVE BETWEEN COUNTRY CLUB ROAD AND BORDERLAND ROAD, BE DELETED; AND TO AMEND PARAGRAPH F (THIRTY FIVE MILES PER HOUR) TO ADD ITEM 107. UPPER VALLEY ROAD BETWEEN COUNTRY CLUB ROAD AND BORDERLAND ROAD; AND TO AMEND PARAGRAPH F (THIRTY FIVE MILES PER HOUR) TO ADD ITEM 108. WESTSIDE DRIVE BETWEEN COUNTRY CLUB ROAD AND BORDERLAND ROAD; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.**

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

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

AYES: Representatives Kennedy, Molinar, Salcido, Fierro, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

ABSENT: Representative Hernandez and Rivera

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

.....  
**REGULAR AGENDA – OTHER BUSINESS:**  
.....

**Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development**  
.....

**37. RESOLUTION**

**WHEREAS**, the El Paso City Council adopted the Infill and Redevelopment Policy in 2022 that identified and enumerate policy recommendations for promoting infill and redevelopment in certain areas of the City; and,

**WHEREAS**, the El Paso City Council adopted the Onward Alameda: Our Corridor Master Plan in 2022; and,

**WHEREAS**, the Downtown, Uptown and Surrounding Neighborhoods Master Plan was adopted by the El Paso City Council in 2023; and,

**WHEREAS**, the El Paso City Council identified in its 2021 Strategic Plan targeted areas for redevelopment including the Medical Center of the Americas/Alameda, Five Points, Downtown and Uptown; and,

**WHEREAS**, these aspirational documents necessitate amending the El Paso Municipal Code in order to implement and enforce the policy recommendations; and,

**WHEREAS**, the Targeted Code Assessment report identifies the necessary changes to the El Paso Municipal Code to realize the aforementioned plans and policies; and,

**WHEREAS**, the Targeted Code Assessment prioritizes Code changes to address housing affordability, promote housing choice, to reduce and remove barriers to development, and reinvest in priority areas as identified by the Strategic Plan; and,

**WHEREAS**, the recommended changes of the Targeted Code Assessment acknowledges past harm of exclusionary zoning and planning policies that categorically excluded particular races and classes from certain neighborhoods in El Paso and seeks to redress these injustices through inclusionary zoning reform.

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

1. That the “Targeted Code Assessment” and its policy recommendations included within the document be adopted;
2. That the City Manager, or his designee, be authorized to begin fully implement the “Targeted Code Assessment” in a manner generally consistent with the recommended strategies and policies contained within the Plan and generally consistent with the recommended implementation phases.

Mr. Alex Hoffman, Capital Improvement Assistant Director, and Mr. Matt Goebel, Clarion Associates, LLC Director and City Consultant, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Leeser and Representative Canales commented.

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

AYES: Representatives Kennedy, Anello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Rivera

.....  
**38.**

## **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 execute an Incentive Agreement by and between the City of El Paso and Hiller Measurements, Inc. a Texas Corporation, providing \$1,232,000 in support of the establishment of a Proteus Design Center at the Innovation Factory located at the El Paso International Airport; which will provide student internship opportunities and support the use of industry-leading tools to grow the industries of aeronautics, defense, telecommunications, and power storage.

Mayor Leeser commented.

Ms. Karla Nieman, City Attorney, commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Fierro, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Anello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

.....  
**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

- .....  
**39. ITEM:** Presentation, discussion, and action by the Financing of Election Campaigns Cross-Functional Team providing information on key activities, efforts, and processes.

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

- Ms. Laura Prine, City Clerk
- Mr. Adrian Martinez, Research and Management Assistant
- Mr. Carlos Olmedo, International Bridges Strategic Project Manager
- Ms. Karla Saenz, Assistant City Attorney

Mayor Leaser and Representatives Kennedy, Molinar, Salcido and Canales commented.

The following City staff members commented:

- Ms. Karla Nieman, City Attorney
- Ms. Kristen Hamilton-Karam, Deputy City Attorney

The following members of the public commented:

1. Ms. Veronica Carbajal
2. Ms. Lisa Turner

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and carried to **DIRECT** staff to **RETURN** in **10 WEEKS** with proposed amendments to the Ethics Code reflecting the recommendations and to include a reporting trigger value of \$500 for aggregate amounts of contribution/donations received by a Council member, and that the reporting timeframe begins once an appointment of a Campaign Treasurer is filed in the City Clerk's Office.

AYES: Representatives Kennedy, Annello, Salcido, and Canales

NAYS: Representative Molinar

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

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**40. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, CALLING FOR A SPECIAL ELECTION TO FILL A CITY COUNCIL VACANCY IN THE OFFICE OF REPRESENTATIVE FOR DISTRICT NO. 2, TO BE HELD ON DECEMBER 9, 2023; AND MAKING PROVISIONS FOR THE CONDUCT OF THE SPECIAL ELECTION; AND AUTHORIZING A CONTRACT WITH EL PASO COUNTY TO FURNISH ELECTION SERVICES AND EQUIPMENT.**

**WHEREAS**, effective October 3, 2023, a vacancy occurred in the office of City Council Representative for District No. 2 following Representative Alexandra Annello's announcement to run for a different office of honor, trust or profit; and

**WHEREAS**, the Constitution of the State of Texas provides that a special election shall be held to fill the vacancy within one hundred and twenty (120) days after such vacancy occurs; and

**WHEREAS**, the Texas Election Code, Section 201.052, provides that a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 46<sup>th</sup> day after the election is ordered, and allows for an exception to the uniform date requirement if none is available within the required timeframe; and

**WHEREAS**, December 9, 2023, is the State's date set for runoff elections from the November 7, 2023 election and falls after the 46th day after the date of this order and falls within the 120-day constitutional mandate; and

**WHEREAS**, the City Council has determined that the holding of the special election to fill the unexpired term of City Council Representative for District No. 2 on December 9, 2023, is in conformity with applicable laws and is in the best interest of the citizens of El Paso.

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

**SECTION 1 – VACANCY, REPRESENTATIVE FOR DISTRICT NO. 2**

The City Council of the City of El Paso, Texas, does hereby declare a vacancy in the position of City Council Representative, District No. 2, and orders a special election for the City of El Paso, Texas, to be held on the second Saturday in December, that being December 9, 2023, for the purpose of electing a City Council Representative to serve for the unexpired term of District No. 2.

Such election shall be held in the manner and form prescribed by the laws of the State of Texas, and at such election all qualified voters in District No. 2 of the City are authorized to vote. The candidate receiving a majority of the votes cast for City Council Representative, District No. 2 shall be declared elected to such office.

Such election shall be held at the precincts and the polling places designated in Exhibit "A" or such other locations as may be designated prior to the election by the City Clerk, attached hereto and made a part hereof for all purposes, and said polling places shall open at 7 a.m. and remain open until 7 p.m. on the day of the election.

**SECTION 2 – ELECTION SERVICES CONTRACT WITH COUNTY**

The City Manager is hereby authorized to execute a contract with the El Paso County Elections Administrator for the purpose of having El Paso County furnish all or any portion of the election services and equipment needed by the City Clerk to conduct the election. The contract document and election services provided therein shall conform to Chapter 31, Subchapter D, of the Texas Election Code and other applicable statutes and laws.

The election services contract shall provide (a) the type of electronic voting equipment to be used for early voting by personal appearance and on election day, (b) notification and training for election judges and clerks, (c) an estimate and final payment terms for the election services provided, (d) agreements for early voting equipment and voting machine rental, and (e) other procedures to conduct the election.

**SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on November 25, 2023, sent to this address.

**SECTION 4 – EARLY VOTING**

Early voting by personal appearance shall be conducted at the El Paso County Courthouse, located at 500 E. San Antonio, El Paso, Texas 79901. In addition, early voting may also occur at such branch early voting polling places as are designated herein or otherwise designated by the El Paso County Elections Administrator and posted at City Hall by the City Clerk. The locations and hours for early voting by personal appearance shall be authorized for such election as set forth in Exhibit "A." \*\*



In addition, mobile voting stations may also be authorized and used for early voting at publicly owned buildings in the City as established by the El Paso County Elections Administrator. The City Clerk is authorized to make corrections or revisions to the list of these mobile stations, including the respective hours for early voting by personal appearance at these stations, as are established by the El Paso County Elections Administrator. The City Clerk is further authorized to make corrections or revisions to the list of early voting stations as set forth above, including the respective hours for early voting by personal appearance at these stations, and revise and correct all election notices regarding the early voting locations and the mobile voting stations, and the dates and times for such voting.

For purposes of processing ballots cast in early voting, the election officers for the Early Voting Ballot Board shall be appointed and designated in accordance with the provisions of the election agreement with El Paso County.

#### **SECTION 5 – FILING FOR PLACE ON BALLOT**

Applications for candidacy to the office of City Council Representative, District No. 2 shall be made to the City Secretary of the City of El Paso beginning upon approval by City Council of this resolution and ending on October 30, 2023, at 5 p.m., in manner and form as prescribed by law.

The names of eligible and qualified candidates for such office shall be placed on the ballots for such election by the City Clerk at the time and in the manner prescribed by law.

#### **SECTION 6 – VOTING MACHINES AND ELECTION RESULTS**

Voting machines used for the conduct of the election, shall be procured, maintained, operated, sealed and the votes therefrom tabulated pursuant to procedures established and authorized by the laws of the State of Texas.

The results of the election shall be certified, canvassed, and returned in the form and manner prescribed by law.

#### **SECTION 7 – NOTICE OF ELECTION**

The notice of the election hereby ordered and called shall be promulgated, published and posted in keeping with the state and local laws. A substantial copy of this resolution shall serve as proper notice of said election.

The City Clerk shall give notice of such election by posting a notice of such election in English and Spanish in the Office of the City Clerk as provided by law and by publishing a copy of said notice in both English and Spanish in a newspaper in the City as required by law, not later than Wednesday, November 29, 2023.

The City Clerk shall deliver notice of this election to the county clerk and voter registrar of El Paso County, as required by law.

#### **SECTION 8 – RUNOFF ELECTION**

Any runoff election required for the election of City Council Representative, District No. 2, following the special election of December 9, 2023, shall be held on a date that is permitted by and in accordance with Section 2.025 (a) Election Code of the State of Texas. Such election, if any, shall be called by the City Council. Early voting dates and sites will be identified if such runoff election shall be held.

## **SECTION 9 – COMPLIANCE WITH APPLICABLE LAWS**

The City Manager and the City Clerk, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

\*\*Exhibit available at the City Clerk's Office.

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

AYES: Representatives Kennedy, Annello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

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### **Goal 7: Enhance and Sustain El Paso's Infrastructure Network**

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41.

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

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

**THAT** the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the design and construction of the Surface Transportation Program grant improvements to Railroad Dr. from Purple Heart Highway to Shrub Oak Dr. for a total estimated project cost of \$23,822,361.00 of which the estimated local government participation amount is estimated at \$3,366,523.56 plus any cost overruns. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

- 
42. **ITEM:** Discussion and action to authorize the Interim City Manager or his designee on behalf of the City of El Paso to sign all required documents and submit an application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for construction of the McGregor Range Waterline Booster Station Replacement Project.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **APPROVE** the item.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro  
ABSENT: Representatives Hernandez and Rivera

.....  
The Regular City Council meeting was **RECESSED** at 1:43 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 2:30 p.m. in executive session.  
.....

### **EXECUTIVE SESSION**

Motion made by Mayor Pro Tempore Annello, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 2:30 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the executive session items:

Section 551.071 CONSULTATION WITH ATTORNEY  
Section 551.072 DELIBERATION REGARDING REAL PROPERTY  
Section 551.087 PERSONNEL MATTERS

AYES: Representatives Kennedy, Annello, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

ABSENT: Representatives Hernandez and Rivera

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Fierro, and unanimously carried to **ADJOURN** the Executive Session at 5:47 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Annello, Molinar, Salcido, and Fierro

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy and Canales

ABSENT: Representatives Hernandez and Rivera  
.....

**EX1.** Kenny, Antoinette, Individually, and as Representative of the Estate of KenMaj Dion Graham vs. City of El Paso; Cause No. 2021DCV3399. Matter No. 21-1036-3445.001 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **REJECT** the settlement proposal in Antoinette Kenny, individually and as Representative of the Estate of KenMaj Dion Graham v. City of El Paso, Cause No. 2021DCV3399, in Matter No. 21-1036-3445.001, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales

NAYS: None

ABSENT: Representatives Hernandez and Rivera  
.....

**EX2.** Purchase, exchange, lease, or value of real property located in Downtown El Paso. HQ#23-1582 (551.071) (551.072)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and unanimously carried that the Interim City Manager is **DIRECTED** to begin soliciting and entertaining letters of interest from interested buyers for the purchase of the properties located in the Union Plaza area of Downtown El Paso which were identified in Executive Session, Item No. 23-1341, on October 10, 2023.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales  
NAYS: None  
ABSENT: Representatives Hernandez and Rivera

.....  
**EX3.** Purchase, exchange, lease, or value of real property located in East El Paso. HQ#23-308 (551.071) (551.072)

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

.....  
**EX4.** Discussion on potential economic development opportunities in Northeast El Paso. Matter No. 22-1007-2864 | HQ#23-478 (551.072) (551.087)

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

.....  
**EX5.** Economic Incentives for an Infill Development located in West El Paso. Matter No. 22-1007-3008 | HQ#23-1273 (551.087)

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

.....  
**EX6.** Workplace Complaint submitted to the City by Chief Internal Auditor. (551.071)

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

.....
<b><u>ADJOURN</u></b>
.....

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 5:50 p.m.

AYES: Representatives Kennedy, Annello, Molinar, Salcido, Fierro, and Canales  
NAYS: None  
ABSENT: Representatives Hernandez and Rivera

.....  
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell  
El Paso, TX

Legislation Text

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**File #: 23-133, Version: 1**

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**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

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File #: 23-1370, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

**AGENDA LANGUAGE:**

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

That the City Manager, or designee, be authorized to sign the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport ("Concession Agreement") by and between the City of El Paso ("Lessor") and Host International, Inc. ("Concessionaire") to extend the Primary Term an additional two (2) years and increase the Concessionaire's refurbishment obligation.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** October 24, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, Aviation Director, (915) 212-7301

**DISTRICT(S) AFFECTED:** 3

**CITY STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBJECT:**

That the City Manager, or designee, be authorized to sign the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport ("Concession Agreement") by and between the City of El Paso ("Lessor") and Host International, Inc. ("Concessionaire") to extend the Primary Term an additional two (2) years and increase the Concessionaire's refurbishment obligation.

**BACKGROUND / DISCUSSION:**

The City and Host International entered into a Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (Agreement) effective November 22, 2006, to provide food and beverage concession services at the El Paso International Airport (Airport) on a non-exclusive basis.

The parties desire to extend the Primary Term of the Agreement for an additional two (2) years in consideration for this Fourth Amendment, Concessionaire is willing to invest an additional \$750,000.00 on or about December 15, 2023, for an additional refurbishment of Facilities to include its Second Mid-Term Refurbishment of \$450,000.00 due December 31, 2022, which was delayed due to the impact of the COVID-19 pandemic on its operation. Total investment shall be \$1,200,000.00

The Extended Term shall commence on the termination of the Primary Term and continue through June 30, 2028.

**PRIOR COUNCIL ACTION:**

- Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions awarded to HMS Host International Inc. on November 22, 2006.
- First Amendment to Lease and Concession Agreement was approved on December 08, 2009.
- Second Amendment was approved on February 28, 2012.
- Third Amendment was approved on February 23, 2016.

**AMOUNT AND SOURCE OF FUNDING:**

N/A – Revenue Generating Item

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Sam Rodriguez, Aviation Director

## RESOLUTION

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

That the City Manager, or designee, be authorized to sign the Fourth Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport ("Concession Agreement") by and between the City of El Paso ("Lessor") and Host International, Inc. ("Concessionaire") to extend the Primary Term of the agreement an additional two (2) years and increase the Concessionaire's refurbishment obligation.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.

THE CITY OF EL PASO

ATTEST:

\_\_\_\_\_  
Oscar Leeser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation



STATE OF TEXAS            )  
                                      )  
COUNTY OF EL PASO    )   **FOURTH AMENDMENT TO THE LEASE AND  
CONCESSION AGREEMENT FOR THE  
DEVELOPMENT AND OPERATION OF  
FOOD & BEVERAGE CONCESSIONS AT  
EL PASO INTERNATIONAL AIRPORT**

This Fourth Amendment to the Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the "Fourth Amendment") is made and entered into this \_\_\_\_ day \_\_\_\_\_ of 2023, by and between the City of El Paso, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and Host International, Inc., a corporation organized under the laws of the State of Delaware (the "Concessionaire").

**WHEREAS**, Lessor and Concessionaire entered into a Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions (the "Concession Agreement"), with an effective date of November 22, 2006, to provide food and beverage concession services at the El Paso International Airport (the "Airport") on a non-exclusive basis;

**WHEREAS**, effective December 8, 2009 the Concession Agreement was amended by the First Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which amended the description of the Leased Premises and allowed for reconcepting of concessions and reallocation of square footage based upon new uses;

**WHEREAS**, effective February 28, 2012 the Concession Agreement was amended by the Second Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which delegated authority to the Director of Aviation to fulfill the Lessor's obligations required and allowed by the Concession Agreement;

**WHEREAS**, effective February 23, 2016 the Concession Agreement was amended by the Third Amendment to Lease and Concession Agreement for the Development and Operation of Food & Beverage Concessions at El Paso International Airport, which extended the Primary Term of the Agreement an additional five (5) years, increased the Concessionaire's refurbishment obligation to \$810,000.00 and revised the Lease Premises;

**WHEREAS**, the parties desire to extend the Primary Term of the Agreement for an additional two (2) years in consideration for this Fourth Amendment, Concessionaire is willing to invest an additional \$1,200,000.00 on or about September 30, 2023 for an additional refurbishment of Facilities to include its Second Mid-Term Refurbishment of \$450,000.00 due December 31, 2022, which was delayed due to the impact of the COVID-19 pandemic on its operation.

**NOW, THEREFORE,** in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to this Fourth Amendment of the Concession Agreement as follows:

**1. Section 3.1 B is amended to read as follows:**

B. The Primary Term shall commence on the termination of the Interim Term and continue until June 30, 2028.

**2. Section 7.3 Mid-Term Refurbishment is amended to read as follows:**

In addition to the ongoing, routine maintenance described in Section 9.2 herein, Concessionaire shall budget for and expend such funds as necessary, but not less than EIGHT HUNDRED TEN THOUSAND AND 00/100 DOLLARS (\$810,000.00) to maintain a First Class standard of quality of the Facilities (hereinafter referred to as the "Mid-Term Refurbishment"). The scope and extent of necessary renovation, remodeling, upgrade, redecorating and/or reconcepting for each Facility shall be jointly determined by Director and Concessionaire. The Mid-Term Refurbishment costs shall not include financing costs, interest, inventory, or intra-company charges related to construction and shall be spent without additional consideration or privileges and without extension of the Term. If Concessionaire and Director cannot jointly agree upon the necessary scope and extent of refurbishment for any particular Facility, the Director may determine the refurbishment required and Concessionaire agrees to be bound by such decision.

Concessionaire completed the Mid-Term Refurbishment of the Facilities prior to July 31, 2019. All plans and specifications for the Mid-Term Refurbishment are subject to the approval of the Director in accordance with the provisions of ARTICLE 8 herein.

In addition to the ongoing, routine maintenance described in Section 9.2 herein and the Second Mid-Term Refurbishment, Concessionaire shall budget for and expend such funds as necessary, but not less than FOUR HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$450,000.00) to maintain a First Class standard of quality of the Facilities ("Second Refurbishment") and an additional SEVEN HUNDRED THOUSAND FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00) (hereinafter referred to as the "Extended-Term Refurbishment"). The scope and extent of necessary renovation, remodeling, upgrade, redecorating and/or reconcepting for each Facility shall be jointly determined by Director and Concessionaire. The Extended-Term Refurbishment costs shall not include financing costs, interest, inventory, or intra-company charges related to construction and shall be spent without additional consideration or privileges and without extension of the Term. If Concessionaire and Director cannot jointly agree upon the necessary scope and extent of refurbishment for any particular Facility, the Director may determine the refurbishment required and Concessionaire agrees to be bound by such decision.

Concessionaire shall complete the delayed Second Refurbishment and the Extended-Term Refurbishment of the Facilities prior to December 15, 2023. All plans and specifications for the Extended-Term Refurbishment are subject to the approval of the Director in accordance with the provisions of ARTICLE 8 herein.

Section 7.4 Submission of Required Documents is amended to read as follows:

All plans, specifications, and documents necessary for the Extended-Term Refurbishment shall be submitted in accordance with the provisions of Article 8 herein.

3. In accordance with Section 2.2, the parties agree that Concessionaire will update the design of PGA Tour Grill and Concourse B Starbucks. The parties also agree that Concessionaire will reconceive and change the format, design, name, and trade dress of Home Team Sports, Carlos and Mickey's Express, Pizza Hut Express, pre-security Starbucks, and Carlos & Mickey's. The details of the changes shall be handled in the manner envisioned by Section 2.2 and related sections of the Concession Agreement as amended. Concessionaire will also be converting the former Harley Davidson retail store on Concourse B into a food and bar concept called the 19th Hole. This location will be added to the Leased Premises and placed on a revised Exhibit A-1, Exhibit A-2 or Exhibit A-3.
4. Section 2.2 is amended to read as follows:

The Lessor, acting through its Director, and Concessionaire may, from time to time, by mutual written agreement, add additional space or spaces to, or delete space or spaces from the Leased Premises and revise Exhibit A-1, Exhibit A-2 and Exhibit A-3, or may add rights, licenses, or privileges, or delete rights, licenses or privileges granted to Concessionaire. All space added to the Leased Premises or rights, licenses, or privileges added pursuant to this Section shall be subject to all the terms, conditions, and other provisions of this Agreement and Concessionaire shall pay to Lessor all sums, fees, and charges applicable to such additional space, rights, licenses, or privileges in accordance with the provisions of this Agreement. Additionally, Lessor, acting through its Director may, from time to time, by written notice, delete pre-security space or spaces from the Leased Premises and revise Exhibit A-1, Exhibit A-2 and Exhibit A-3. Written notice of such intent to delete pre-security space or spaces shall be provided to Concessionaire no less than ninety (90) days prior to the deletion. All space deleted from the Leased Premises pursuant to this Section shall be subject to all the terms, conditions, and other provisions of this Agreement and Concessionaire shall pay to Lessor all sums, fees, and charges applicable to such revised space, rights, licenses, or privileges in accordance with the provisions of this Agreement. Notwithstanding, Lessor will not remove office and support space that is necessary for the ongoing operation of the concessions. It is expressly understood and agreed that this Agreement anticipates significant construction and renovation of the Lease Premises. During any periods of construction in which the Concessionaire is unable to conduct its concession activities in a construction area normally used for concessions, the Director may provide such other temporary concession spaces as necessary to allow Concessionaire to provide its services. Such approval may be granted in the sole discretion of the Director.

5. Section 15.20 Notices is amended to revise the Lessor's address zip code to 79925-1099:

LESSOR:	City Clerk	Director of Aviation
	City of El Paso	El Paso International Airport
	P.O. Box 1890	6701 Convair Rd.
	El Paso, Texas 79950-1890	El Paso, Texas 79925-1099

6. Section 15.38 is amended to read as follows:

**15.38 General Civil Rights Provision.** Concessionaire agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

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

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

**Affirmative Action.**

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

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

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

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

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

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

7. **Ratification.** Except as herein amended, all other terms and conditions of the Concession Agreement, as amended by that First Amendment, Second Amendment and Third Amendment, not specifically modified by this Fourth Amendment shall remain unchanged and in full force and effect.

8. **Effective Date.** This Fourth Amendment shall be effective upon the date it is approved by the El Paso City Council.


*(Signatures begin on the following page)*

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2023.


LESSOR: CITY OF EL PASO

\_\_\_\_\_  
Cary S. Westin  
Interim City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

ACKNOWLEDGMENT


THE STATE OF TEXAS    )  
                                  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023, by Cary S. Westin as Interim City Manager of the City of El Paso, Texas (Lessor).

\_\_\_\_\_  
Notary Public, State of Texas

*(Signatures continue on the following page)*

CONCESSIONAIRE:  
Host International, Inc.

By:   
Printed Name: PAUL MAMALIAN  
Title: President

ACKNOWLEDGMENT

THE STATE OF MARYLAND    )  
  )  
COUNTY OF MONTGOMERY    )

This instrument was acknowledged before me on this 6<sup>th</sup> day of July, 2023, by Paul Mamalian, as President of Host International, Inc. (Concessionaire).



  
Notary Public, State of Maryland



Exhibit "A"  
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

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

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

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



Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Lessor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to Lessor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, Lessor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as Lessor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

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

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

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



Legislation Text

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File #: 23-1377, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

**AGENDA LANGUAGE:**

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

That the City Manager, or designee, be authorized to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and GAT Airline Ground Support, Inc. ("Lessee") to lease office space totaling 662 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, for a term of three years, with an option to extend the Agreement for four additional one-year terms.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** October 24, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, Aviation Director, (915) 212-7301

**DISTRICT(S) AFFECTED:** 3

**CITY STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBJECT:**

That the City Manager, or designee, be authorized to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and GAT Airline Ground Support, Inc. ("Lessee") to lease office space totaling 662 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, for a term of three years, with an option to extend the Agreement for four additional one-year terms.

**BACKGROUND / DISCUSSION:**

The Department of Aviation is requesting approval of this item to allow GAT Airline Ground Support, Inc. to provide airline ground and operations support services to customers traveling with American Airlines, including baggage handling services, and skycap services.

**PRIOR COUNCIL ACTION:**

N/A


**AMOUNT AND SOURCE OF FUNDING:**

N/A – Revenue Generating Item

**BOARD / COMMISSION ACTION:**

N/A

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Sam Rodriguez Aviation Director

## 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 Office Space Rental Agreement by and between the City of El Paso ("Lessor") and GAT Airline Ground Support, Inc. ("Lessee") to lease office space totaling 662 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, for a term of three years, with an option to extend the Agreement for four additional one-year terms.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2023.


### CITY OF EL PASO

\_\_\_\_\_  
Oscar Leaser  
Mayor

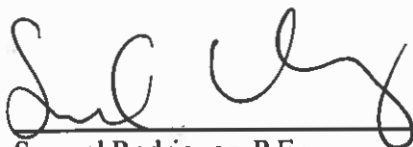
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

## **OFFICE SPACE RENTAL AGREEMENT**

El Paso International Airport  
El Paso, Texas

**GAT Airline Ground Support, Inc.**  
LESSEE

\_\_\_\_\_, 2023  
**Effective Date**

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#### **ATTACHMENT:**

**EXHIBIT "A"** – Description of Premises

**EXHIBIT "B"** - FAA Required Provisions

## OFFICE SPACE RENTAL AGREEMENT

THIS OFFICE SPACE RENTAL AGREEMENT (“Agreement” or “Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the City of El Paso (“Lessor”) and GAT Airline Ground Support, Inc. (“Lessee”).

### WITNESSETH:

**WHEREAS**, the City of El Paso (“City”) owns and operates the El Paso International Airport located in the County of El Paso, Texas (“Airport”), which is managed by the Director of Aviation (“Director”);

**WHEREAS**, Section 22.021 of the Texas Transportation Code, as amended, authorizes the City to assess charges, rentals or fees for the privilege of supplying goods, services or facilities at the Airport, with due regard to the property and improvements used and the expenses of operation to the City;

**WHEREAS**, the Lessee is engaged in the business of providing airline ground and operations support services to customers traveling American Airlines to include wheelchair escort services, baggage handling services and skycap services and desires to use certain facilities at the Airport and lease from the City certain premises and facilities in connection with Lessee’s use of the Airport;

**WHEREAS**, in furtherance of its authority, the City desires to enter into an agreement to lease to the Lessee certain facilities located at said Airport in accordance with the terms, covenants, and conditions hereinafter set forth in this Agreement; and

**WHEREAS**, the City and the Lessee have the power and authority to enter into this Agreement.

**NOW, THEREFORE**, and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties hereto agree as follows:

### ARTICLE I - TERM

#### **Section 1.01 Term.**

The term of this Agreement shall be for a period of three (3) years (“Initial Term”), commencing at 12:00 a.m. on October 1, 2023 (“Effective Date”) and terminating at 11:59 p.m. on August 31, 2024.

#### **Section 1.02 Option to Renew.**

- A. In the event Lessee is not in default of any terms of this Agreement, the Term of this Agreement may be extended for four (4) one (1) one-year renewal period, through the mutual written agreement of Lessee. Lessee may exercise the option (“Option Period”) by notifying Landlord in writing and not less than sixty (60) days prior to the expiration of the Initial Term.
- B. Provided that Lessee is not in default and there is no condition or event which, with notice from Lessor, would become an event of default under this Agreement, this Agreement shall

automatically renew for four (4) one-year renewal periods upon the expiration of the Initial Term (for the first renewal period to commence) and then upon the expiration of the first renewal period (for the second renewal period to commence), on the same terms and conditions as the Agreement, unless Lessee provides Lessor with written notice of Lessee's intent to terminate the Agreement at least sixty (60) days prior to the end of the Initial Term or the first renewal period. Should notice of intent to terminate the Agreement be provided by Lessee to Lessor pursuant to this Section 1.02, for the notice of intent to terminate provided by Lessee during the Initial Term, the termination shall be effective on the last day of the Initial Term; and for the notice of intent to terminate provided by Lessee during the first renewal period, the termination shall be effective on the last day of the first renewal period.

### **Section 1.03 Holding Over.**

It is agreed and understood that any holding over by Lessee of the Premises at the expiration of the Initial Term or either of the Extended Terms of this Lease, or at the cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the current monthly rental, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the current monthly rental rate shall continue until the new agreement is executed. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

## **ARTICLE II - PREMISES AND PRIVILEGES**

### **Section 2.01 Description of The Premises.**

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to the Lessee and the Lessee does hereby lease from Lessor the following described Premises located in the Airport terminal located (collectively referred to herein as the "Premises"), which is more fully described in **Exhibit "A"** and which is attached hereto and incorporated herein for all purposes:

Office 1 -	165 square feet.
Office 2 -	150 square feet.
Shared Space:	32 square feet
Elec/Telecom:	315 square feet.
<b>Total area to be leased is 662 square feet.</b>	

### **Section 2.02 Reassignment of the Premises during Construction.**

The Director may temporarily reassign all or any portion of the Premises or other areas utilized by the Lessee during any construction after reasonable written notice is provided to Lessee. The cost for any temporary relocation resulting from construction shall, at the discretion of the Director, be either borne by the Lessee necessitating the relocation or shall be included as part of the City's project cost. During the period when Lessee is temporarily relocated, appropriate adjustments to rental and other fees shall be made to reflect any differences between the area of the Premises and the area of temporarily assigned premises.

**Section 2.03 General Privileges, Uses and Rights.**

The Premises shall be used as office space in connection with Lessee's business of providing passenger services to customers traveling Southwest Airlines to include wheelchair escort services, baggage handling services and skycap services at the Airport, and Lessee shall not use, or permit the use of, the Premises, or any part thereof, for any other purpose or purposes, without the written consent of Director. No use shall be made, or be permitted to be made, of the premises, nor any acts done, which will increase the existing rate of insurance on the Airport Terminal, or cause a cancellation of any insurance policy covering the Terminal, or any part thereof.

**Section 2.04 Restrictions on Privileges, Uses and Rights.**

- A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance or other act or thing that may disturb the quiet enjoyment of any other Lessee in the Terminal.
  - B. Lessee shall, at its sole cost and expense, comply with all the requirements of all municipal, state, and federal authorities and rules and regulations of the Airport, now in force and which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes and Airport rules and regulations now in force or which may hereafter be in force.
  - C. Lessee covenants that it will not vacate or abandon the Premises at any time during the term; and if Lessee nevertheless does abandon, vacate, or surrender the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor.
- C. LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE. Lessee shall take good care of the Premises and they shall not be altered, repaired, or changed without the written consent of the Director; and that, unless otherwise provided for by written agreement, all alterations, improvements, and changes that may be required shall be done either by or under the direction of the Director, but at the cost of Lessee, and shall be the property of Lessor, and shall remain upon and be surrendered with the Premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the Premises, remove all partitions, counters, railing, equipment, etc., installed in the Premises by Lessee; that all damage or injury done to the Premises by Lessee, or by any person who may be in or on the Premises at the invitation of Lessee, shall be paid for by Lessee; and that Lessee shall, at the termination of this Agreement, surrender the Premises to Lessor in good condition and repair, normal wear and tear excepted.

### **Section 2.05 Conditions and Terms.**

This Agreement is entered into subject to the following conditions and terms:

- A. Lessee shall have the right to use, in common or jointly with other duly authorized users, those portions of the Terminal, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their common or joint use, subject to this Agreement, the rules and regulations of the Airport and any applicable local, state or federal law.
- B. Lessee warrants that it is able to and will provide and maintain first-class quality facilities and services on Airport premises. Lessee further agrees that the passenger services which it conducts on Airport premises shall be delivered in a prompt, courteous and efficient manner and shall be adequate to meet the demand for said service on the Airport.
- C. Lessee shall keep the Premises and the locations from which Lessee's services are offered in a safe, clean and orderly condition at all times satisfactory to the Director.
- D. Lessee shall at all times retain an active, qualified, competent and experienced manager to supervise the checkpoint operations and to represent and act for the Lessee. Lessee shall maintain an employee inspection program to insure a high standard of service to the public.
- E. Lessee shall be required to properly uniform or dress its employees; they shall be clean, courteous, efficient, and neat in appearance at all times. Lessee shall not employ any person(s) who uses improper language or acts in a loud, boisterous or offensive manner in or about Airport premises.
- F. Lessee is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Lessee recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Lessee shall also require that all personnel of any subcontractor or sublessee shall also be similarly badged and/or escorted.

### **Section 2.06 Employee Parking Facilities.**

Lessee's employees working at the Airport Terminal will be provided vehicular parking facilities, if available, in common with other employees. Such facilities shall be located in an area designated by the Director. The Director reserves the right to assess a reasonable charge to Lessee or its employees for such parking facilities.

### **ARTICLE III - RENTALS AND FEES**

#### **SECTION 3.01 RENTALS.**

During the initial term hereof the rental rate applicable to the Premises shall be at the following rate:

<b>6701 Convair Rd. GAT Space at AA Ops</b>	<b>Sq. Ft.</b>	<b>Annual Rate/Sq. Ft.</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
Office 1 - New	165	\$60.53	\$9,987.45	\$832.28
Office 2 – New	150	\$60.53	\$9,079.50	\$756.63
Shared Space	32	\$60.53	\$1,936.96	\$161.41
Elec/Telecom	315	\$3.29	\$1,036	\$ 86.36
<b>TOTAL</b>	<b>662</b>		<b>\$22,039.91</b>	<b>\$1,836.68</b>

\$60.53 per square foot per annum for the Office and Shared Space or the current applicable rate as defined by City budget resolution (Non-Signatory Terminal Rental Rate).

Said rental shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

#### **Section 3.02 Electricity Charges.**

Lessee shall pay City charges for electrical power used in the Premises at the rate of \$3.29 per square foot per annum, or the current applicable rate as defined by City Budget Resolution. Such charges shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

#### **Section 3.03 Airport Identification/Access Fees.**

Lessee shall pay all fees associated with Airport badging of Lessee's employees, including but not limited to all related background and fingerprinting costs, prior to gaining access to secured areas of the Airport.

#### **Section 3.04 Unpaid Rent, Fees and Charges.**

For any installments of rent, any fees, or other charges or monies accruing under any provision of this Agreement that are not received within the tenth (10<sup>th</sup>) day of the date in which payment is due, such payments shall bear interest at a rate equal to the maximum allowed by law from the date when the same was due according to the terms of the Agreement until actually paid by Lessee.

#### **Section 3.05 Default for Failure To Pay Rentals, Fees And Charges.**

In the event Lessee fails to pay any rentals, charges, and fees hereunder within the due date(s) established herein, Lessor may, at its option, and upon ten (10) days written notice to Lessee (unless in such ten-day period Lessee shall have corrected such failure to pay) immediately or at any time thereafter, enter into and upon the Premises or any additional storage, parking or other related areas utilized by Lessee and repossess the same. In said event, Lessor may expel Lessee and those claiming by, through or under it and remove Lessee's effects forcibly, if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. On reentry, as aforesaid, this Agreement shall terminate.

**Section 3.06 Contractual Lien.**

In addition to any other rights or remedies allowed by law, the Lessor shall have a lien on all of the property of the Lessee used or situated in the Premises, to secure payment of rentals owed hereunder by the Lessee to the Lessor at any time during the existence of this Agreement, and in default of payment may take possession of and sell such property as may be sufficient to pay the delinquent rent or indebtedness.

**Section 3.07 Taxes and Other Charges.**

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, during the term of this Agreement including any extensions granted thereto. Lessee shall be responsible for and shall pay all taxes, which may be levied or assessed against Lessee's interest in this Agreement or machinery, equipment or other personal property owned or used by Lessee and located on the Premises.

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

**Section 3.08 Place of Payment.**

All rentals, fees or other charges provided herein shall be paid by Lessee to Lessor at the following address:

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

Payment via an electronic payments system is encouraged provided the system is approved in advance by the Director.

**ARTICLE IV - MAINTENANCE AND REPAIRS****Section 4.01 Lessee's Maintenance.**

Lessee shall, at its sole cost and expense, maintain the Premises and every part thereof in good order and repair and in good and safe condition; shall repair all damages caused by its employees, patrons, or its operation of said service; shall maintain and repair all equipment on said Premises; and shall repaint its own leased space when necessary, such repair and repainting to require the prior approval of the Director. Lessee, at its own expense, shall provide for janitorial services in the Premises.

Lessee further understands and agrees that Lessor shall be the sole judge of the quality of maintenance and that upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which shall be borne by Lessee.

**Section 4.02 Lessor's Maintenance.**

Lessor shall maintain the structure of the Terminal building, the roof and outer walls. However, Lessor shall not furnish janitorial service, window cleaning, guarding or custodial services, or any janitorial material or supplies for the Premises.

Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, for the purpose of maintaining the Terminal for the purpose of making repairs, alterations, or additions to any other portion of the Terminal, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the Premises thereby occasioned.

Lessor agrees to furnish the Premises with heat and air conditioning without cost to Lessee. Lessee agrees to immediately notify the Director of the loss of any electrical power or lighting; however, Lessor shall not be liable, under any circumstances, for any loss of said utilities. Lessor shall clean and service the common hallways and restrooms and shall provide reasonable ingress and egress through the common hallway to the Premises. Lessor shall not be liable, under any circumstances for any loss of, or injury to, any property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing.

**ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING****Section 5.01 Assignment.**

Lessee shall not sell, assign or transfer any rights or privileges granted by this Agreement nor sublet any part or all of the Premises without the prior written consent of the Lessor.

**ARTICLE VI - CANCELLATION****Section 6.01 Cancellation Notice.**

Either party may cancel this Lease, upon thirty (30) days written notice of cancellation.

**Section 6.02 Events of Default.**

In addition, this Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of whole or any part of the amounts agreed upon herein for a period of ten (10) days after Lessor has notified Lessee in writing that the payment was not received when due; or
- B. Make any general assignment for the benefit of creditors; or
- C. Abandon the Premises; or default in the performance of any of the covenants, conditions or agreements required herein (except rental payments) to be kept and performed by Lessee and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty day period Lessee shall commence and diligently perform such action as may be reasonably necessary to cure such default.

In any of the aforesaid events, Lessor may cancel this Agreement and take immediate possession of



the Premises, including any and all improvements therein, and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

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

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

## **ARTICLE VII - INDEMNIFICATION AND INSURANCE**

### **Section 7.01 Indemnification.**

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

### **Section 7.02 Insurance.**

Prior to the execution of this Agreement, Lessee, at its sole cost and expense shall, provide proof of and shall maintain throughout the term of this Agreement, the types and amounts of insurance coverage listed below:

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

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

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

### **Section 7.03 Workers' Compensation Insurance.**

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

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

### **Section 7.04 Authorized Insurance Companies.**

All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor. Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain (a) a statement of the coverage provided by the policy; (b) a statement certifying the Lessor to be listed as an additional insured in the policy; (c) a statement of the period during which the policy is in effect; and (d) an agreement by the insurance company issuing such policy that the policy shall not be canceled without at least ten (10) days' prior written notice to Lessor.

## **ARTICLE VIII - SURRENDER OF POSSESSION**

### **Section 8.01 Surrender of Premises.**

Upon the expiration or cancellation of this Agreement, Lessee's rights, privileges and use of all premises and facilities shall cease and Lessee shall forthwith surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear, damage by the elements, fire, explosion or other causes entirely beyond Lessee's control excepted.

## **ARTICLE IX – FAA REGULATIONS**

### **Section 10.01 FAA Order 1400.11**

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

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

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

2. A. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

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

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

## **ARTICLE X - GENERAL PROVISIONS**

### **Section 10.01 General Civil Rights Provision.**

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

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

### **Section 10.02 Compliance with FAA Requirements and Nondiscrimination Requirements.**

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

**Section 10.03 Affirmative Action.**

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

**Section 10.04 Notices.**

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: City Manager  
City of El Paso  
P.O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: Director of Aviation  
El Paso International Airport  
6701 Convair Road  
El Paso, Texas 79925-1099

LESSEE: GAT Airline Ground Support, Inc.  
Richard Thiel, President  
244 City Circle Suite 2000A  
Peachtree City, GA 30269-312  
404-323-2888

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

**Section 10.05 Subordination to Agreements with U. S. Government.**

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Lessor for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time.

**Section 10.06 Nonwaiver of Rights.**

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of Lessor of any of the provisions herein imposed upon Lessee.

**Section 10.07 Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there shall be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 10.08 Headings.**

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Section 10.09 Assignment by Lessor or Other Successor in Interest.**

Lessor may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest. Lessor, airport authority, or other successor in interest may assign, pledge, or take other appropriate action with respect to this Agreement and their rights and interests hereunder for any purpose.

**Section 10.10 Redevelopment.**

If this Agreement is terminated as provided herein as a result of physical changes associated with the development of the Airport, Lessee waives any and all rights to reimbursements, allowances, loans, or other forms of payment for relocation, rental or any other costs which might apply to tenants in other locations who are required to relocate due to construction of public facilities.

**Section 10.11 Quiet Enjoyment.**

Lessor covenants and agrees that Lessee on paying the rentals, fees and charges herein provided for and observing and keeping all the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Agreement without hindrance or molestation by Lessor or any person claiming under Lessor.

**Section 10.12 Agreement Subject to Covenants in Deed.**

It is mutually agreed that this Agreement is made subject to the covenants, requirements, and restrictions contained in the Deed by which Lessor obtained title to Airport property from the Government of the United States.

**Section 10.13 Force Majeure.**

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots,

strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

**Section 10.14 Entire Agreement.**

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

**Section 10.15 Time is of the Essence.**

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

**Section 10.16 Attorney's Fees.**

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

**Section 10.17 Agreement Made in Texas.**

The laws of the State of Texas and any applicable federal law shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

**Section 10.18 Cumulative Rights and Remedies.**

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

**Section 10.19 Interpretation.**

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

**Section 10.20 Agreement Made in Writing.**

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

**Section 10.21 Successors and Assigns.**

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

**Section 10.22 Authorization to Enter Agreement.**

Each of the persons executing this Agreement on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing entity, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Agreement, and that each and every person signing

on behalf of Lessee is authorized to do so. Upon the Director's request, Lessee will provide evidence satisfactory to the Director confirming these representations.

**Section 10.23 Effective Date.**

Regardless of date signed, this Agreement shall have the effective date indicated in the Term section of this Agreement.

***[Signatures begin on the following page]***

# LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, this Agreement has been approved as of the date first noted above.

**LESSOR: CITY OF EL PASO**

\_\_\_\_\_  
Cary Westin  
Interim City Manager

**APPROVED AS TO FORM:**

Ignacio Troncoso  
Ignacio Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Samuel Rodriguez, P.E.  
Samuel Rodriguez, P.E.  
Director of Aviation

## ACKNOWLEDGMENT

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Cary Westin, as Interim City Manager of the City of El Paso, Texas ("Lessor").

\_\_\_\_\_  
Notary Public, State of Texas

*[Signatures continue on the following page]*



# LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:

GAT AIRLINE GROUND SUPPORT, INC.

Richard Thiel  
 Printed Name: Richard Thiel  
 Title: President  
 Date: 9/20/2023

## ACKNOWLEDGMENT

THE STATE OF GA )

COUNTY OF Coweta )

This instrument was acknowledged before me on this 20<sup>th</sup> day of September, 2023,  
 by Richard Thiel, as President, of GAT Airline Ground Support, Inc.  
 ("Lessee").

**CAROL WILCOX**  
 NOTARY PUBLIC  
 Coweta County  
 State of Georgia  
 My Comm. Expires Feb. 1, 2027

Carol Wilcox  
 Notary Public, State of Georgia

My Commission Expires:

2/1/2027

## Exhibit A

New Office space total of 315 sqft

Office 1 = 165 sqft

Office 2 = 150 sqft

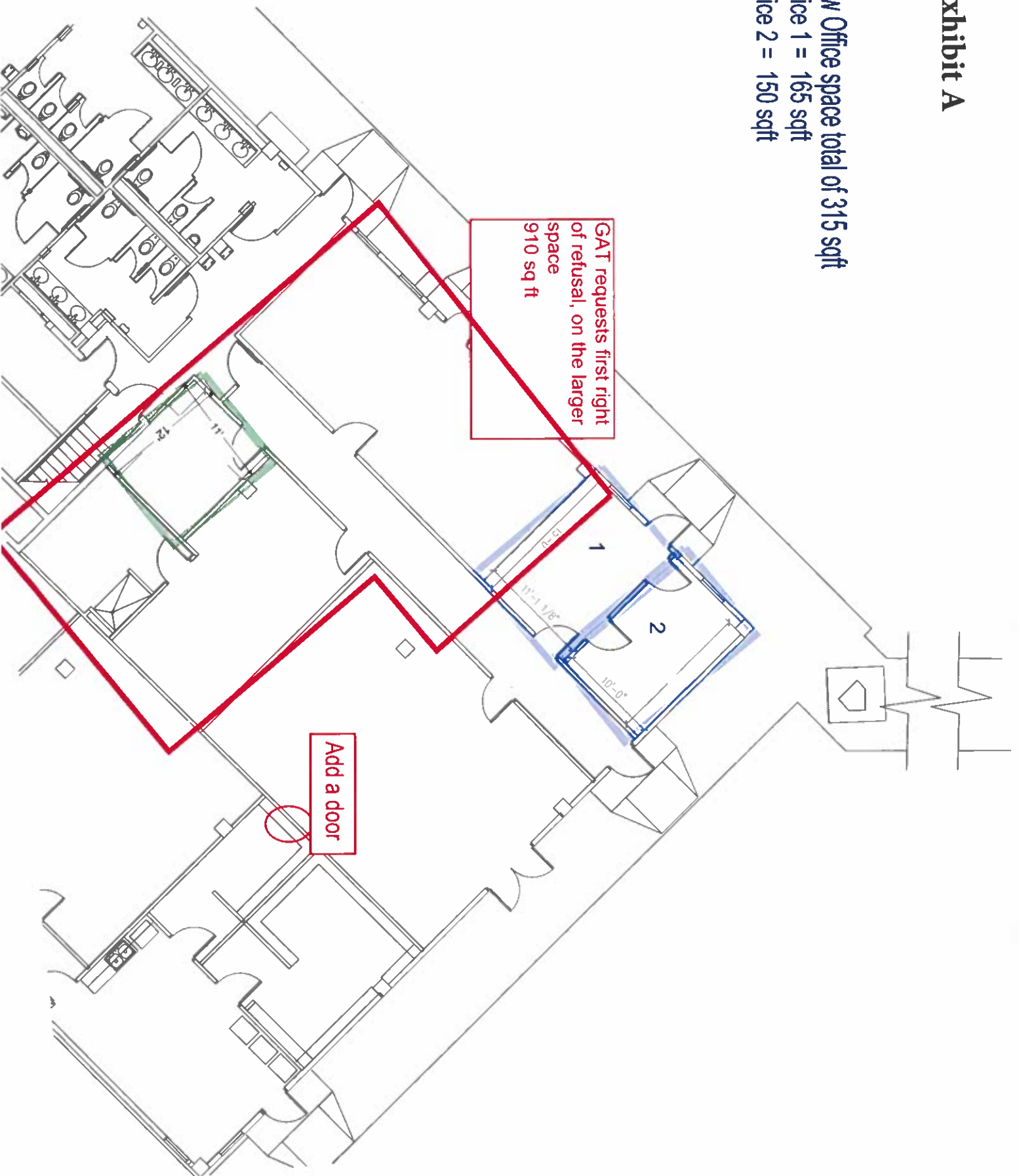


Exhibit "B"  
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

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

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

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

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

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

1. Lessee for itself, its, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

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

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

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



Legislation Text

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File #: 23-1381, Version: 1

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**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**

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-0094

**AGENDA LANGUAGE:**

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

A Resolution by the City Council of the City of El Paso, Texas electing to participate in Tax Abatement Agreements, and establishing Guidelines and Criteria governing Tax Abatement for Economic Development Prospects in the City of El Paso in accordance with Chapter 312 of the Texas Tax Code; providing for severability; and providing for an effective date.

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

**AGENDA DATE:** October 24, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Karina Brasgalla, (915) 212 – 1570  
Elizabeth Triggs, (915) 212 – 0094

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

**SUBJECT:**

A Resolution by the City Council of the City of El Paso, Texas electing to participate in Tax Abatement Agreements, and establishing Guidelines and Criteria governing Tax Abatement for Economic Development Prospects in the City of El Paso in accordance with Chapter 312 of the Texas Tax Code; providing for severability; and providing for an effective date.

**BACKGROUND / DISCUSSION:**

As the prior Guidelines and Criteria have expired, this Resolution would renew the City's Tax Abatement Guidelines and Criteria.

Per Section 312.002(a) of the Texas Tax Code, a local taxing unit must create guidelines and criteria regarding how local tax abatement agreements will be decided. The guidelines and criteria are in effect for two years after adoption and can be modified with a three-fourths vote of the governing body.

**PRIOR COUNCIL ACTION:**

On October 2, 2018, City Council adopted a Resolution establishing Tax Abatement Guidelines and Criteria.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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



## RESOLUTION

### **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS, AND ESTABLISHING GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT FOR ECONOMIC DEVELOPMENT PROSPECTS IN THE CITY OF EL PASO IN ACCORDANCE WITH CHAPTER 312 OF THE TEXAS TAX CODE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, §312.002 Texas Tax Code, requires a taxing unit to adopt a resolution establishing guidelines and criteria governing tax abatement agreements and stating that the taxing unit elects to become eligible to participate in tax abatement; and

**WHEREAS**, the City Council of the City of El Paso has previously expressed its intent to consider tax abatements and adopted Tax Abatement Guidelines and Criteria; and

**WHEREAS**, PURSUANT TO §312.002, the Tax Abatement Guidelines and Criteria are effective for two years unless amended or repealed by a vote of three-fourths of the City Council; and

**WHEREAS**, the prior tax abatement guidelines and criteria established by the City of El Paso have expired; and

**WHEREAS**, the City Council desires to once again adopt Tax Abatement Guidelines and Criteria; and

**WHEREAS**, the City Council elects to continue to be eligible to participate in tax abatement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ANGLETON, TEXAS:**

**SECTION 1:** The City of El Paso elects to participate in tax abatement agreements pursuant to Chapter 312 of the Texas Tax Code, and the Guidelines and Criteria attached as Exhibit "A" to this resolution for granting tax abatements in designated Tax Abatement Reinvestment Zones are hereby adopted as of the date of this resolution.

**SECTION 2:** In the event that one or more of the provisions contained in this Resolution shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Resolution shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect.

**SECTION 3:** That this resolution shall be effective immediately from and after its passage.

*(Signatures Begin on Following Page)*

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

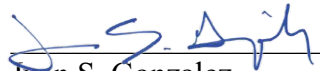
**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Elizabeth K. Triggs, Director  
Economic & International Development

## **EXHIBIT "A"**

### **City of El Paso Guidelines and Criteria For Tax Abatement Assistance October 2023**

#### **I. AUTHORIZATION**

The City of El Paso is authorized to provide tax abatement benefits in accordance with the State of Texas Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code, as amended (the "Act"). Said Act requires the establishment of these Guidelines and Criteria for the governing of tax abatement agreements between the City of El Paso and eligible entities. The Act furthermore permits the designation of "reinvestment zones" in accordance with specific criteria.

#### **II. GENERAL PURPOSE AND INTENT**

The purpose and intent of these Guidelines and Criteria is to set forth the parameters under which the City of El Paso will generally operate a tax abatement program in accordance with the Act. The Tax Abatement Program is intended to be an economic development tool to assist and encourage certain types of real and personal property investment within qualified reinvestment zones. Such investment is expected to result in the creation, retention and expansion of new full-time jobs while strengthening the tax base of the City of El Paso.

All applications for tax abatement benefits will be considered on a case-by-case basis, and the decision to approve or deny tax abatement shall be at the discretion of the City Council. Nothing herein shall imply or suggest that the City of El Paso is under any obligation to provide tax abatement to any applicant.

#### **III. REINVESTMENT ZONES**

Reinvestment zones are designated from time to time through Texas State Procedures and/or by action of the City Council in accordance with the criteria as set forth in the Act and as applicable to the City of El Paso. In order for a geographic area to be designated as a reinvestment zone, an area must:

- A. Be designated as an "Enterprise Zone" pursuant to Chapter 2303 of the Texas Government Code, as amended, and/or
- B. Through City Council action be found to:
  - 1. Substantially arrest or impair the sound growth of the municipality creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:
    - a. A substantial number of substandard, slum, deteriorated, or deteriorating structures;
    - b. The predominance of defective or inadequate sidewalks or streets;
    - c. Faulty size, adequacy, accessibility, or usefulness of lots;
    - d. Unsanitary or unsafe conditions;

- e. The deterioration of site or other improvements;
  - f. Tax or special assessment delinquency exceeding the fair value of the land;
  - g. Defective or unusual conditions of title;
  - h. Conditions that endanger life or property by fire or other cause; or
  - i. Any combination of these factors;
2. Be predominantly open and, because of obsolete platting, deterioration of structure or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;
  3. Be in a federally assisted new community located in a home-rule municipality or in an area immediately adjacent to a federally assisted new community located in a home-rule municipality;
  4. Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);
  5. Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or
  6. Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality

**Designation of Zone:** An Ordinance designating a reinvestment zone for tax abatement under the Act (312.201) may not be adopted by the City until a public hearing has been held at which interested persons are entitled to speak and present evidence for or against the designation. Notice of the hearing shall be provided to each taxing entity and to the public in the manner required by the Act (312.201(d)).

#### **IV. ELIGIBILITY CRITERIA**

In order to be eligible for tax abatement incentives, a proposed project must meet all of the general and qualifying criteria in the City's Incentive Policy and;

1. Be located within a reinvestment zone.
2. Provide "Added Value" to a property in an amount of at least \$2.5 million unless the subject property's taxes are to be abated pursuant to the City's Infill Development Incentive Policy in which case the minimum property value is established by the provisions in that policy.

#### **V. DEFINITIONS**

- A. **Abatement:** means the temporary, full or partial exemption from ad valorem taxes of certain added value to real and personal property in a reinvestment zone designated for economic development purposes pursuant to the Act.
- B. **Added Value:** means the increase in the assessed value of an eligible property as a result of "expansion" or "modernization" of an existing facility or construction of a "new facility." It does not mean or include "deferred maintenance."
- C. **Agreement:** means a contractual agreement between a property owner and/or lessee and the City of El Paso for the purposes of tax abatement.
- D. **Base Year Value:** means the assessed value of eligible property as of the January 1st preceding the execution of an agreement plus the agreed upon value of eligible property improvements made after January 1st but before the execution of the agreement.
- E. **Deferred Maintenance:** means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- F. **Economic Impact:** is derived from the evaluation of the number of jobs created, wages paid, employee benefit package, and capital investment.
- G. **Economic Life:** means the number of years a property improvement is expected to be in service in a facility.
- H. **Expansion:** means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.
- I. **Facility:** means property improvements completed or in the process of construction which together comprise an integral whole.
- J. **Modernization:** means the replacement and upgrading of existing facilities, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of deferred maintenance.
- K. **New Facility:** means a property previously undeveloped, which is placed into service, by means other than, or in conjunction with, an expansion or modernization.
- L. **Owner:** means the owner of a facility subject to tax abatement. If the facility is constructed on a leased property, the owner shall be the party which owns the property subject to tax abatement. The other party to the lease shall join in the execution of the agreement but shall not be obligated to assure performance of the party receiving the tax abatement.
- M. **Taxing Entity:** means the City of El Paso, Texas.

## VI. ABATEMENT AUTHORIZED

- A. **Creation of New Value:** A tax abatement may only be granted for the additional value of eligible property improvements made subject to and listed in a tax abatement agreement between the City of El Paso and the property owner and lessee (if required), subject to such limitations as said jurisdiction may require. The economic life of the improvements must exceed the term of the tax abatement agreement.
- B. **Eligible Property:** A tax abatement may be extended to the value of the improvements to buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary for the primary operation and administration of the Facility.
- C. **Ineligible Property:** The following types of property shall be fully taxable and ineligible for a tax abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; deferred maintenance investments; improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; improvements to real property which have an economic life of less than fifteen (15) years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; unless any of the above types of property are specifically authorized by the City Council.
- D. **Completion of Construction:** The completion of construction shall be deemed to occur upon the earliest of one of the following events:
  - 1. when a certificate of occupancy is issued for the project,
  - 2. when commercial production of a product or provision of a service is achieved at the Facility,
  - 3. when the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument, or
  - 4. two (2) years after the date of the Agreement.

The above determination, of the completion of construction, shall be made by the City of El Paso in its sole and absolute discretion, based upon the above criteria and such other factors as deemed relevant. The determination of the completion of construction shall be conclusive, and any judicial review of such determination shall be governed by the substantial evidence rule.

## VII. APPLICATION

- A. **Written Application:** Any present lessee, tenant or owner of taxable property may request tax abatement by filing the City's Comprehensive Incentives Application with the City of El Paso, City Development Department. A non-refundable filing fee of \$750.00 is required at the time of filing; except an Applicant filing for tax abatement pursuant to the City's Infill Development Incentive Policy will not be

charged a filing fee.

- B. **Contents of Application:** The application shall consist of a completed application form accompanied by a general description of the new improvements to be undertaken; a descriptive list of the improvements for which a tax abatement is requested; a list of the kind, number and location of all proposed improvements and uses of the property; a map and property description (metes and bounds); and a time schedule for undertaking and completing of the proposed improvements. In the case of a modernization or expansion project, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information, as the City deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.
- C. **Feasibility:** After receipt of an application for a tax abatement, the City shall consider the feasibility and the impact of the proposed project. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the abatement of taxes and the benefit to the City of El Paso and the property to be covered by such abatement. All projects must demonstrate financial feasibility to the satisfaction of the City of El Paso.

## VIII. FINDINGS AND RESERVATION OF RIGHTS

- A. **Required Findings:** In order to enter into a tax abatement agreement, the City Council must find that the terms of the proposed agreement meet their Guidelines and Criteria.
- B. **Reservation of Rights:** Nothing herein shall be construed to limit the authority of the City to examine each application for tax abatement before it on a case-by-case basis and determine in its sole and absolute discretion whether or not the proposed project should be granted a tax abatement and whether or not it complies with these Guidelines and Criteria, is feasible, and whether or not the proposed abatement of taxes will inure to the long-term benefit of such taxing entity.

## IX. AGREEMENT

- A. **Contents of Tax Abatement Agreement:** The tax abatement agreement with the owner of the facility shall include but not limited to:
  - 1. The estimated value to be subject to abatement and the base year value;
  - 2. The percentage of value to be abated each year;
  - 3. The commencement date and termination date of abatement;
  - 4. A provision that the term of the agreement shall extend until eighteen (18) months after the expiration of the period of tax abatement;
  - 5. The proposed use of the facility, nature of construction, time schedule, map,

property description, and improvements list as provided in the application as required;

6. The contractual obligations in the event of default, delinquent taxes, recapture, administration and assignment as provided in these Guidelines and Criteria or other provisions that may be required for uniformity or by state law; and
7. The amount of added value and/or required number of permanent jobs. The number of jobs is not required for applications filed pursuant to the City's Infill Development Incentive Policy.

B. **Time of Execution:** After the applicant provides all necessary information and documentation, and upon receiving preliminary approval, the tax abatement agreement is normally executed within sixty (60) days.

## **X. RECAPTURE**

- A. **Failure to Commence Operation or Failure to Complete Improvements During Term of Agreement:** In the event that the facility is not completed and does not begin operation with the minimum number of permanent jobs by the January 1<sup>st</sup> following the completion of construction, no tax abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the owner of such a facility fails to begin operation with the minimum number of permanent jobs by the next January 1<sup>st</sup>, then the tax abatement agreement shall terminate and all abated taxes during the period of construction shall be recaptured and paid within sixty (60) days of such termination. The following shall apply to tax abatement agreements executed pursuant the City's Infill Development Incentive Policy in lieu of the foregoing: In the event the improvements are not completed by January 1<sup>st</sup> of the year following contract execution, no tax abatement shall be given for that tax year and the full amount of taxes assessed against the property shall be due and payable for that tax year; the applicant shall be eligible for tax abatement until such time as the improvements specified in the contract have been completed.
- B. **Discontinuance of Operations During Term of Agreement:** In the event the facility is completed and begins operation with the required minimum number of permanent jobs, but subsequently discontinues operations and the minimum number of permanent jobs is not maintained on any January 1<sup>st</sup> during the term of the agreement after the completion of construction, for any reason except on a temporary basis due to fire, explosion or other casualty or accident or natural disaster, the agreement may be terminated by the City of El Paso and all property taxes previously abated by virtue of the agreement shall be recaptured and paid within sixty (60) days from the date of termination.
- C. **Delinquent Taxes:** In the event that the owner allows any ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, the tax abatement agreement shall terminate and so shall the abatement of the taxes for the tax year of the delinquency. The total taxes assessed



without abatement for that tax year, shall be paid within sixty (60) days from the date of the termination.

- D. **Notice of Default:** Should the City of El Paso determine that the owner is in default, according to the terms and conditions of its agreement, it shall notify the owner in writing at the address stated in the agreement that, if such default is not cured within sixty (60) days from the date of such notice (the "Cure Period"), then the agreement may be terminated and the taxes abated by virtue of the agreement will be recaptured and paid as provided herein.
- E. **Actual Capital Investment:** Should the City of El Paso determine that the total level of capital investment in the eligible property is lower than provided in the agreement, the City, at its sole discretion, reserves the right to adjust the tax abatement percentage to reflect the actual capital investment as determined.

## **XI. ADMINISTRATION**

- A. **Annual Assessment:** The El Paso Central Appraisal District shall annually determine an assessment of the real and personal property subject to an agreement. Each year, the owner shall furnish the appraisal district with such information as may be necessary for the abatement. Once value has been established, the Appraisal District shall notify the affected jurisdictions, which levy taxes, of the amount of the assessment and the abatement.
- B. **Access to Facility:** The agreement shall stipulate that employees and/or designated representatives of the City of El Paso will have access to the facility during the term of the agreement to inspect the facility to determine if the terms and conditions of the agreement are being met. All inspections will be made only after giving at least twenty-four (24) hours prior notice and will only be conducted in such a manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representatives of the owner and in accordance with its safety standards.
- C. **Annual Evaluation:** Upon completion of construction, the City of El Paso, individually or in conjunction with other taxing entities, shall annually evaluate each facility receiving a tax abatement to ensure compliance with the agreement and report possible violations of the agreement.
- D. **Quarterly/Annual Reports:** The company shall report to the City of El Paso, on a quarterly basis, its employment level, distributed by wage brackets, the addition or deletion of capital assets in excess of \$25,000, and any other pertinent information that would affect the ability of the local operation to maintain its status as a going concern. The foregoing job reporting requirement shall not apply to tax abatement agreements executed pursuant to the City's Infill Development Incentive Policy. The reports shall be prepared on a quarterly basis and shall be submitted to the City of El Paso, City Development Department, no later than thirty (30) days following the end of each calendar quarter. In addition, on an annual basis, the owner shall certify its compliance with each applicable term of the agreement. Such annual report shall be prepared on a calendar year basis and shall be submitted to the City of El Paso, City Development

Department, no later than ninety (90) days following the end of each such calendar year. It will be the responsibility of the owner to provide the reports as requested; the City is not obligated to request said reports and will not certify the owner's eligibility to receive any tax abatement without the reports. Failure to provide these required reports in a timely manner shall constitute grounds for termination of the agreement.

- E. **"Buy Local" Provision:** Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency.
- F. **Right to Modify or Cancel:** Notwithstanding anything herein or in any agreement to the contrary, the governing body of the City of El Paso may cancel or modify the agreement if the owner fails to comply with the agreement.
- G. **Transfer or Assignment:** A tax abatement agreement may be assigned to a new owner but only after written consent has been obtained from the City of El Paso.

## **XII. TAX ABATEMENT DETERMINATION**

Nothing herein shall imply or suggest that the City of El Paso is under any obligation or duty to provide tax abatement to any applicant, and reserves the right to make exceptions, approve, and deny based on concerns including, however not limited to environmental and quality of life issues and/or compatibility with the economic goals and objectives of the City. However, neither a reinvestment zone nor tax abatement agreement may be authorized if it is determined that:

- A. There would be an adverse impact on the provision of government service or tax base;
- B. The applicant has insufficient financial capacity to undertake and complete the project;
- C. Planned or potential use of the property would constitute a hazard to public safety or health;
- D. Violation of other codes or laws exists;
- E. Any construction has commenced with regard to a proposed project prior to the execution of a City Council authorized Tax Abatement Agreement, except in the event that any previously authorized City Council Tax Abatement Agreement is determined to be invalid and the applicant has received no benefit pursuant to the invalid agreement.

## **XIII. CONFIDENTIALITY**

Information that is provided to a taxing unit in connection with an application or request for tax abatement under these Guidelines and Criteria shall be kept confidential and not be subjected to public disclosure until the tax abatement agreement is executed, except as required by law or by an order of a court. This shall include all information, whether transmitted orally or in writing

which is of such a nature that it is not a matter of public record or public knowledge, that is received, created or discussed in connection with an application or request to include but not be limited to information that describes the identity of a business, its specific processes or business activities to be conducted, the location of potential real estate acquisition of a business, the number of or work skills sought from the labor market, or the equipment or property be located on the property for which tax abatement is sought. Nevertheless, the City shall not be liable for any disclosures of the application. The City may, nevertheless, take disciplinary or other appropriate action against the officer or city employee who made an authorized disclosure of information that is confidential under these Guidelines and Criteria.

Written information shall be released pursuant to a request under the Public Information Act, Chapter 552 of the Texas Government Code, as amended, by the officer for public information or his or her designee in accordance with the standards established under that act for confidentiality and closed records.

All financial, proprietary and trade secret information received by the City for purposes of processing a tax abatement application or monitoring compliance by a company with the terms and conditions of a tax abatement agreement shall remain at all times confidential unless the disclosure is required by law or by an order of a court.

#### **XIV. EXPIRATION OF GUIDELINES AND CRITERIA**

These Guidelines and Criteria shall apply upon adoption by resolution of City Council and shall remain in effect with applicable amendments from time to time, until October 24, 2025. During this period, these Guidelines and Criteria may be amended or repealed only by a vote of three-fourths of the members of the City Council of the City of El Paso. No extension of these Guidelines and Criteria is authorized except by amendment consistent with Chapter 312 of the Texas Tax Code. No reinvestment zone and/or tax abatement agreement may be authorized in reliance upon these Guidelines and Criteria beyond October 24, 2025.



Legislation Text

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**File #:** 23-1383, **Version:** 2

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**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 and 8**

International Bridges, Roberto Tinajero, (915) 212-7509

**AGENDA LANGUAGE:**

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

Requesting that the City Council approve a Resolution in accordance of the provision of the City Code Subsection 12.56.020F, to exempt the regularly designated parking fees at all parking meters north of I-10 to include, but not limited to the parking meters in the Uptown Parking Benefit District on Saturday, November 18, 2023 and encourage attendees to park for free at a parking meter and ride the streetcar.

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

**DEPARTMENT:** International Bridges

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:** Roberto Tinajero- 915-212-7509

**DISTRICT(S) AFFECTED:** 1, 8

**STRATEGIC GOAL:** Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** N/A

**SUBJECT:**

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Requesting that the City Council approve a resolution in accordance of the provision of the City Code Subsection 12.056.020.f.1, to exempt the regularly designated parking fees at all parking meters north of I-10 to include, but not limited to the parking meters in the Uptown Parking Benefit District on Saturday, November 18, 2023 and encourage attendees to park for free at a parking meter and ride the streetcar.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

WinterFest along with several other activities can cause a strain on downtown parking, therefore in accordance with the provisions of the City Code Subsection 12.056.020.f.1, hereby exempts the regularly designated parking meter fees to the north of I-10, to include, but not limited to the Uptown Parking Benefit District, on November 18, 2023 for WinterFest, which constitutes a special event and encourages the community to utilize the El Paso Streetcar in order to travel to WinterFest.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Yes, October 11, 2022

**AMOUNT AND SOURCE OF FUNDING:**

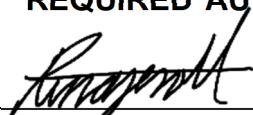
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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

## **RESOLUTION**

**WHEREAS,** WinterFest is a holiday event that draws the community to the downtown area, during a time of year when there are numerous other activities in the downtown area, which can cause a strain on available downtown parking; and

**WHEREAS,** City Code Subsection 12.56.020.F allows for the International Bridges Director to make a recommendation to City Council for exceptions to the days and times when parking meter fees shall apply; and

**WHEREAS,** the International Bridges Director recommends that parking meter fees North of I10, including but not limited to the Uptown Parking Benefit District, be waived solely and exclusively on November 18, 2023, for the event known as WinterFest; and

**WHEREAS,** the International Bridges Director does not recommend that parking meter fees in the downtown area be waived on November 18, 2023; and

**WHEREAS,** the City Council encourages the community to park at the parking meters to the North of I10, including but not limited to the Uptown Parking Benefit District, and encourages the community to utilize the El Paso Streetcar in order to travel to WinterFest on November 18, 2023; and

**WHEREAS,** the City Council finds that WinterFest constitutes a special downtown event as contemplated in City Code Subsection 12.56.020.F;

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

**THAT** the City Council, in accordance with the provisions of City Code Subsection 12.56.020.F, hereby exempts the regularly designated parking meter fees to the North of I10, to include, but not be limited to the Uptown Parking Benefit District, on November 18, 2023, for WinterFest which constitutes a special downtown event.

*(Signatures appear on following page)*

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

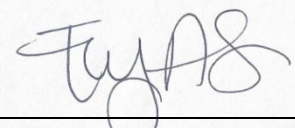
**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

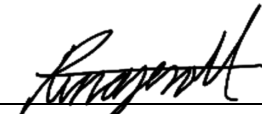
**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Evy A. Sotelo  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Roberto Tinajero, Director  
International Bridges Department



Legislation Text

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File #: 23-1385, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

Capital Improvement Department, Yvette Hernandez, (915) 212-1860

Airport, Sam Rodriguez, (915) 212-7301

**AGENDA LANGUAGE:**

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

That the City Council approves a Change Order in the amount of \$321,487.00 to Hensel Phelps Construction Co. (Contractor) for the furnishing and installation of Class A fire rated felt panel above the new linear plank ceiling to meet National Fire Protection Association (NFPA) 13 code requirements for the El Paso International Airport (EPIA) Terminal Ceiling and Lighting Improvements Project, Contract No. 2023-0199. There is no change in the contract time resulting from this Change Order. The new contract sum, including this Change Order notice and any previous change order notices, is \$10,145,074.00. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.



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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**  
Yvette Hernandez, City Engineer, (915) 212-1860  
Samuel Rodriguez, Aviation Director, (915) 212-7301  
K. Nicole Cote, Managing Director, (915) 212-1092

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. 1. Create an Environment Conducive to Strong, Sustainable, Economic Development

**SUBGOAL:** 1.4: Grow the core business of air transportation

**SUBJECT:**

That the City Council approves a Change Order in the amount of \$321,487.00 to Hensel Phelps Construction Co. (Contractor) for the furnishing and installation of Class A fire rated felt panel above the new linear plank ceiling to meet NFPA 13 code requirements for the EPIA Terminal Ceiling and Lighting Improvements Project, Contract No. 2023-0199. There is no change in the contract time resulting from this Change Order. The new contract sum, including this Change Order notice and any previous change order notices, is \$10,145,074.00. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

**BACKGROUND / DISCUSSION:**

The Architect of Record issued an Architect's Supplemental Instruction which provides an architectural detail that includes a fire-rated felt panel to be placed over an estimated 28,000 SF of the new linear plank ceiling system. The addition is a result of a NFPA 13 code requirement which allows for a maximum 20% opening in ceilings. The logic for the 20% ceiling opening is that the 20% will limit the heat transfer into the ceiling plenum so as to allow activation of the heat detectors and sprinkler system in the ceiling plane. The addition of the felt panel will bring the percentage within the requirement.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

On January 18, 2023, City Council approved the award of Solicitation 2023-0199 EPIA Terminal Ceiling and Lighting Improvements to Hensel Phelps Construction Co.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$321,487.00

Funding Source: Airport Enterprise / Airport Terminal Program Grant / PFC

Account: 562-3010/3080-62335-580270-G62A224801

2023-0199 EPIA Ceiling & Lighting improvements

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  X  YES   NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

*Yvette Hernandez*

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Yvette Hernandez, City Engineer

## 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 \$321,487.00 to Hensel Phelps Construction Co. (Contractor) for the furnishing and installation of a Class A fire rated felt panel above the new linear plank ceiling to meet NFPA 13 code requirements for the EPIA Terminal Ceiling and Lighting Improvements Project, Contract No. 2023-0199. There is no change in contract time resulting from this Change Order. The new contract sum, including this Change Order notice and any previous change order notices, is \$10,145,074.00. The City Manager, or designee, is authorized to execute any documents and contract amendments needed to carry out the intent of this Resolution.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2023.

### CITY OF EL PASO:

\_\_\_\_\_  
OSCAR LEESER  
MAYOR

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:



Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:



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

**Contract Change Order Coversheet /Checklist**  
**City of El Paso Capital Improvements Department**

Project Name: EPIA Terminal Ceiling & Lighting Improvements

Date Received: 9/21/2023

Solicitation Number: 2023-0199

Contractor: Hensel Phelps Construction

Change Order Number: 03

Date CO was identified: 9/01/2023

Funding Type: QOL ☐ General Fund ☐ TX DOT ☐ CDBG ☐ FTA ☐ Airport ☒

Contingency: \$ 2,434,250 Original Budget: \$9,737,000 Current Remaining Budget: \$ 2,347,663 PO No.(s): CEP32-2300000295

Identified by: DOR ☒ Contractor ☐ User Dept. ☐ CID ☐ Other ☐ (identify : \_\_\_\_\_)

Impacts: Cost ☒ Time\* ☐ (Check all that Apply) \* Identify Schedule activity impacted, **attach** frag-net justifying time.

**No change order shall be approved unless work is ordered in writing by the Owner Designated Rep**

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor **attach** copy.

**Change order Type Check One: Mandatory** ☒ **Discretionary** ☐ (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition	_____	Engineering Change/Construction Deficiency	_____
User requested Change **	_____	Substitution Contractor initiated	_____
Designer Directive (ASI)	<input checked="" type="checkbox"/>	Error and omission	_____
Value Engineering Change	_____	Quantity Adjustment	_____

\*\* Identify Funding source Airport Enterprise Grant Funded Projects **attach** Concurrence of Grant Funded program Director

Justification: The Architect's Supplemental Instruction (ASI) No.4 provides an architectural detail that includes a fire-rated felt panel to be placed above an est. 28,000 SF of the Type No. 1 linear plank ceiling system. This addition is a result of an NFPA code requirement for an open ceiling system that states that the open air return cannot exceed 20%. Per the Engineer's calculations, it is currently greater than 20%. Cost classification for this PCO is a Designer Directive (ASI). EPIA concurs with the classification.

The Project Manager determined that the Contractor's cost proposal, which is inclusive of a premium cost for expediting the production timeline of the material in an effort to meet the General Contractor's schedule as time is of the essence, is considered reasonable in comparison between the ROM estimate and the submitted cost proposal by the General Contractor.

**Method Utilized for implementing change**

(Reference general conditions 2.5.2) Check all that apply

- |     |                                     |                                     |  |
|-----|-------------------------------------|-------------------------------------|--|
| . 1 | Unit Bid Prices Previously Approved | _____                               | (Attach Copy of supporting documents)              |
| . 2 | An Agreed upon Lump Sum             | <input checked="" type="checkbox"/> | (Attach record of Negotiations, and Cost Analysis) |
| . 3 | Actual Cost (Force Account Change)  | _____                               | (Attach Detailed record as per 2.2.5.2.3)          |

**Cost/Price/Time Analysis**

**Attach Copy of analyst justifying cost and quantities**

Contractors proposed cost: \$321,487.00  
Final Negotiated amount: \$321,487.00  
Time: Requested N/A, justified N/A

Independent Cost Estimate prepared Yes ☒, No ☐, Validated, Vender Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis).

**Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)**

Narrative Description of Change SOW: As per the Architect's Supplemental Instruction No.4, the scope of work shall include furnishing an estimated 28,000 SF of an approved class A fire rated felt panel, installing the panel above all of the new linear plank ceiling system; quality control, equipment, labor, tools and other incidentals as needed to complete the scope of work.

Existing Drawing Reference: N/A

Existing Specification Reference: N/A

New Drawings/Specifications Reference: Architectural Detail 1: Linear Plank Ceiling w/ Felt Panel dated 9/8/2023

User Department Concurrence (if required): \_\_\_\_\_

Print Name \_\_\_\_\_

Requested by Project /Construction Manager: \_\_\_\_\_

Print Name: Victoria Ruiz

Division Manager: \_\_\_\_\_

Print Name: Shane Brooks

Recommended for Approval by City Engineer: \_\_\_\_\_

Date: 10/04/2023

Michael J. Vonasek  
Michael J. Vonasek, P.E.  
Assistant Director Construction

# CITY OF EL PASO CONSTRUCTION CHANGE ORDER

<b>CONSTRUCTION CHANGE ORDER NO.:</b> <u>3</u>	<b>DATE:</b> <u>September 21, 2023</u>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<b>SCOPE CHANGE</b>
<b>PROJECT:</b> <u>EPIA Ceiling &amp; Lighting Replacement Project</u>	<b>SOLICITATION NO.</b> <u>2023-0199</u>	<div style="border: 1px solid black; width: 20px; height: 20px; margin: 0 auto;"></div>	<b>CONSTRUCTION CHANGE</b>
<b>0</b>			
Original Contract Amount: \$	9,737,000.00	Contract Time to Substantial Completion	480
Net Change by previous Change Orders: \$	86,587.00	Total days added due to Change Orders and CQN's	0
Net Change by previous Construction Quantity Notices:		Total days added for this Change Order	0
Amount of this Construction Change Order: \$	321,487.00	New Contract Time to Substantial Completion:	480
New Amended Contract Amount: \$	10,145,074.00	Current Substantial Completion Due Date	8/16/2024
Change Order Percentage:	4.19%		

**CONTRACTOR NAME:** Hensel Phelps Construction Airport

**Please provide a detailed scope of work of the change order (see back for reason/justification):**

**Change Item #1:** Furnish and install a fire rated felt panel above all Type No. 1 linear plank ceiling system. Estimated quantity is 28,000 SF.

**Scope of Work:** As per the Architect's Supplemental Information (ASI) No. 4, the scope of work shall include furnishing an approved class A fire rated felt panel, installing the panel above all of the new linear plank ceiling system; quality control, equipment, labor, tools and other incidentals as needed to complete the scope of work.

The change item totals an amount of \$321,487.00.

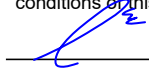
**Time:** The critical path is not affected by this change; therefore, no additional time was justified/granted.

Unless specifically noted this change order addresses all compensation of time and money, including direct and indirect cost associated with the above described scope of work

<b>CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME:</b>	<u>0</u>	<b>TOTAL CHANGE ORDER AMOUNT:</b>	<b>\$ <span style="color: red;">321,487.00</span></b>
--	----------	-----------------------------------	---

**CONTRACTOR: Hensel Phelps Construction**

I, Adam McDavitt, of Hensel Phelps agree and accept the terms and conditions of this change order.

Signature: 

Date: 10/09/2023

**CITY OF EL PASO (OWNER)**

I, Yvette Hernandez, P.E. of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Yvette Hernandez, P.E.

# CITY OF EL PASO CONSTRUCTION CHANGE ORDER- Pg. 2

CONSTRUCTION CHANGE ORDER NO.:	3	DATE:	September 21, 2023	<input type="checkbox"/>	SCOPE CHANGE
PROJECT:	EPIA Ceiling & Lighting Replacement Project	SOLICITATION NO.	2023-0199	<input type="checkbox"/>	CONSTRUCTION CHANGE
Project Number	G62A224801	Project Number	0	PURCHASE ORDER #	2300000395
Class	62335	Class	0		
Department	562	Department	0		
Fund	3010	Fund	0		
Account	580270	Account	0		

CONTRACTOR NAME: Hensel Phelps Construction

## PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

The Architect's Supplemental Instruction No. 4 provides an architectural detail that includes a fire-rated felt panel to be placed above an estimated 28,000 SF of the Type No. 1 linear plank ceiling system. This addition is a result of an NFPA code requirement for an open ceiling system that states that the open air return cannot exceed 20%. Per the Engineer's calculations, it is currently greater than 20%. Cost classification for this PCO is a Designer Directive (ASI). EPIA concurs with the classification.

The Project Manager determined that the Contractor's cost proposal, which is inclusive of a premium cost for expediting the production timeline of the material in an effort to meet the General Contractor's schedule, is considered reasonable in comparison between the ROM estimate and the submitted cost proposal by the General Contractor.

CONSECUTIVE CALENDAR DAYS ADDED TO COMPLETION TIME: 0 TOTAL CHANGE ORDER AMOUNT: \$ 321,487.00

Project Manager recommends approval:

*Victoria Ruiz*

Assistant Director of Aviation recommends approval:

*R. Gary Brooks*

CONSTRUCTION CHANGE ORDER NO.: <u>          3          </u>		DATE: <u>September 21, 2023</u>		INCREASE DECREASE
PROJECT: <u>EPIA Ceiling &amp; Lighting Replacement Project</u>		SOLICITATION NO. <u>2023-0199</u>		
Project Number <u>G62A224801</u>				
Class <u>62335</u>		PURCHASE ORDER # <u>2300000395</u>		
Department <u>562</u>				
Fund <u>3010</u>				
Account <u>580270</u>				
CONTRACTOR NAME: <u>Hensel Phelps Construction</u>				
AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:				
LINE	ADDED AMOUNT			
5	\$ 321,487.00	TOTAL NET CHANGE TO PURCHASE ORDER		
		\$ 321,487.00		
		(should match cost below)		
		Additional funding/direction:  Please add line 5-1: CO #3 - PCO #09		
		TOTAL CHANGE ORDER AMOUNT: <span style="color: red;">\$321,487.00</span>		
Project Manager <u>Victoria Ruiz</u>				
Assistant Director of Aviation recommends approval: <u>R. Juan Brooks</u>				
Contract Compliance				

**Contract Change Order Documentation Summary and Determination of Cost Reasonableness:**Contract Name: EPIA Terminal Ceiling & Lighting ImprovementsSolicitation /Project Number: 2023-0199Change Order Number: 3Prepared By: Victoria Ruiz**RFP:**

In response to an (Select one and entry number and date) RFP number #4 and Field Directive number \_\_\_\_\_ dated 9/8/23 (Attach Copy). Or In response to \_\_\_\_\_ an unsolicited proposal was provided.

**Initial Cost Estimate:**

Check all that apply:

\_\_\_\_ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM)

\_\_\_\_ A ROM Estimate in the amount of \_\_\_\_\_ was prepared on Date \_\_\_\_\_ attach copy

X A Detailed Estimate in the amount of \$ 257,646 was prepared on Date 09/27/2023 attach copy.

\_\_\_\_ The Design Consultant provided a detailed estimate in the amount of \$ \_\_\_\_\_ was prepared on Date \_\_\_\_\_ attach copy.

**Contractors Proposal:**

The contractor provided a proposal dated 9/11/2023 (attach copy) in the amount of \$321,487 and requesting 0 Calendar/Working days .

The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes** X **No** \_\_\_\_\_. If No a formal revision was requested on this date \_\_\_\_\_ (attach Copy(s) of request) and received date \_\_\_\_\_, in the amount of \$ \_\_\_\_\_ and requesting \_\_\_\_\_ Calendar/Working days **Or Check if applicable** \_\_\_\_\_ after review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations ). \_\_\_\_\_

---

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Attach continuation sheet if necessary



**Cost evaluation:** Cost reasonableness was determined using the following methods check all that apply.

☐ Utilizing existing Bid Item

☒ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined)  
Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

**Narrative:**

The 3<sup>rd</sup> Party Project Manager (Broaddus & Associates) reviewed the cost proposal for ASI #4 and developed a cost estimate (see attached). The trade partner unit pricing is inclusive of a premium cost for expediting the production timeline of the material in an effort to meet the General Contractor's schedule as time is of the essence. The project manager determined that the contractor's proposed cost is reasonable and acceptable based on the comparison between the ROM estimate and their cost proposal.



# Department of Aviation

## MAYOR

Oscar Leoser

September 12<sup>th</sup>, 2023

## CITY COUNCIL

### District 1

Brian Kennedy

### District 2

Alexsandra Annello

### District 3

Cassandra Hernandez

### District 4

Joe Molinar

### District 5

Isabel Salcido

### District 6

Art Fierro

### District 7

Henry Rivera

### District 8

Chris Canales

## CITY MANAGER

Tommy Gonzalez

Hensel Phelps Construction Co.  
Adam McDavitt  
4141 Pinnacle Street  
El Paso, Texas 79902

Subject: Terminal Ceiling and Lighting Replacement – RFP #5

Dear Mr. McDavitt,

The following is a request to submit a proposal by Tuesday, September 19<sup>th</sup>, 2023 for completing the following work:

### Scope of Work:

Please refer to the attached file *EPIA C&L\_ASI 04\_230908* dated September 8<sup>th</sup>, 2023 by Carl Daniel Architects. The file includes a design clarification to add a felt panel above all linear panel ceiling systems as required by the local AHJ to achieve code compliance.

**Drawing Changes:** Architectural Detail 1 – Armstrong 9mm Felt Panel with TURF Product Data

**Specification Changes:** N/A

Your proposal shall contain a complete itemized breakdown in sufficient detail to permit an analysis of all material, labor, equipment, subcontractor cost (if applicable), and mark-ups. State additional time required, if necessary. Support your position with a marked-up progress chart depicting the impact of this proposed change to the original contract work.

Sincerely,

*Victoria Ruiz*

Victoria Ruiz

Cc: Gabe Gonzalez, Broaddus & Associates

Attachments: EPIA C&L\_ASI 04\_230908.pdf



**Sam Rodriguez, PE, CM, cfm, cnu-a**  
**Aviation Director**

El Paso International Airport | 6701 Convair Road | El Paso, TX 79925

O: (915) 212-0330 | FlyElPaso.com





# AIA<sup>®</sup> Document G710<sup>™</sup> – 1992

## Architect's Supplemental Instructions

**PROJECT** (*Name and address*): Ceiling  
& lighting replacement El Paso  
International Airport.  
6701 Convair Rd. El Paso, Texas 79925

**OWNER** (*Name and address*):  
EL Paso International Airport  
6701 Convair Rd. El Paso, Texas 79925

**FROM ARCHITECT** (*Name and address*):  
Carl Daniel Architects  
305 Leon Street  
El Paso, Texas 79901

**TO CONTRACTOR** (*Name and address*):  
HENSEL PHELPS  
4141 Pinnacle Street. Suite 215  
El Paso, Texas 79902

**ARCHITECT'S SUPPLEMENTAL  
INSTRUCTION NO: FOUR (4)**

**DATE OF ISSUANCE:** 8 September 2023.

**CONTRACT FOR:** Tenant Improvement

**CONTRACT DATE:** 8 November 2022.

**ARCHITECT'S PROJECT NUMBER:** 2018-32

OWNER: ☒

ARCHITECT: ☒

CONSULTANT: ☒

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐


The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

**DESCRIPTION:** The attached architectural details and Armstrong drawings shows option 1 for the Metal works IMMIX Linear plank panel with 9mm felt panel by Armstrong.

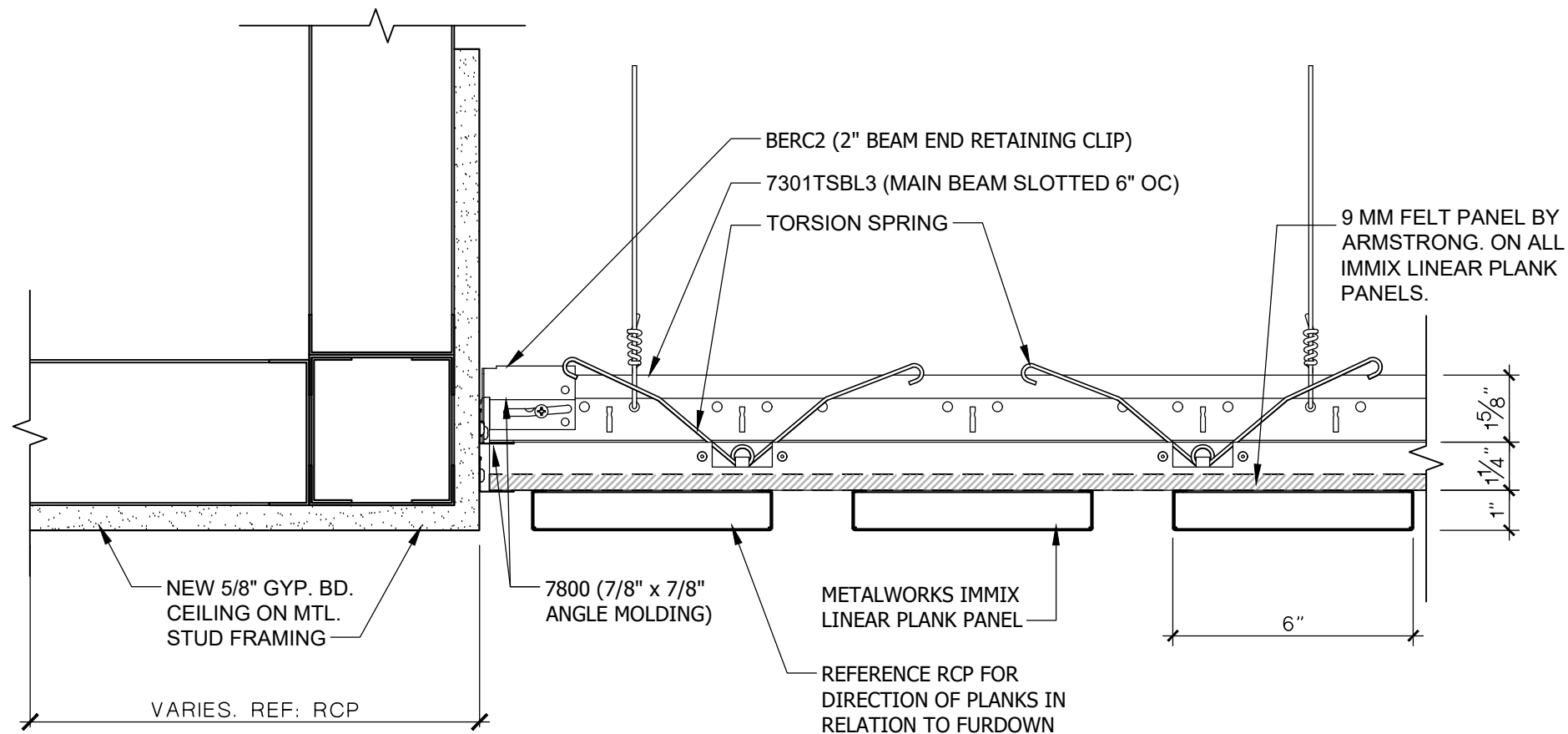
**ATTACHMENTS:**  
(Here insert listing of documents that support description.)

**Architectural Details Option 1 and the Armstrong  
drawings.**

**ISSUED BY THE ARCHITECT:**

  
(Signature)

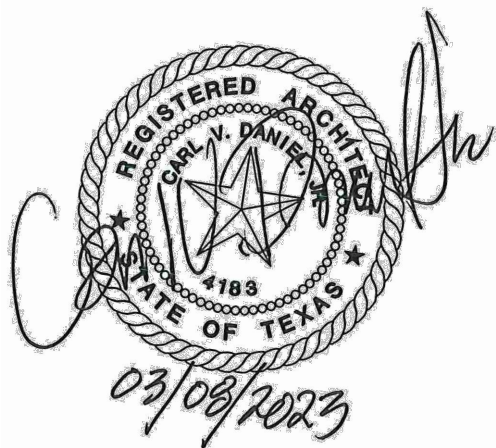
Carl V. Daniel Jr. - President  
(Printed name and title)



## OPTION No. 1 - 1" LINEAR PLANK PANELW/ FELT PANEL

SCALE: 3" = 1'-0"

1



## CEILING AND LIGHTS REPLACEMENT

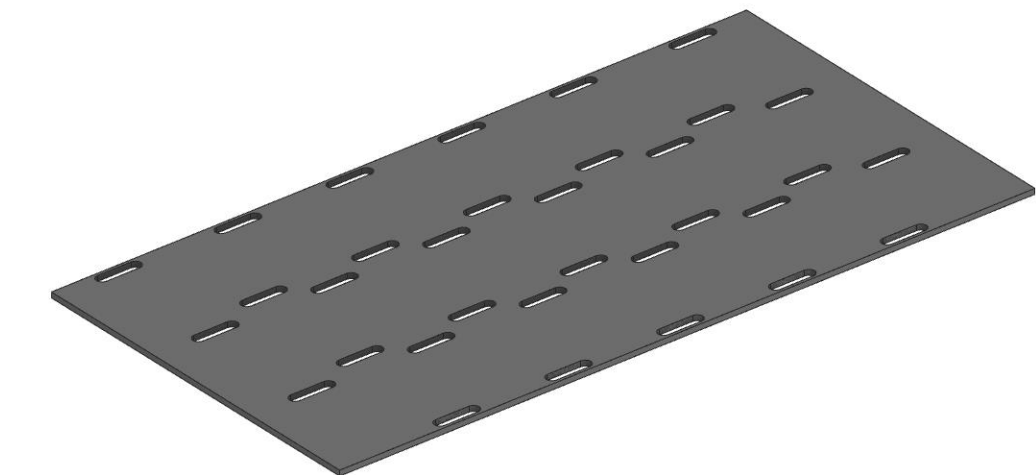
EL PASO INTERNATIONAL AIRPORT

SEPTEMBER , 8 2023

2018-32

DESIGN PROPOSAL

231624 - EL PASO AIRPORT

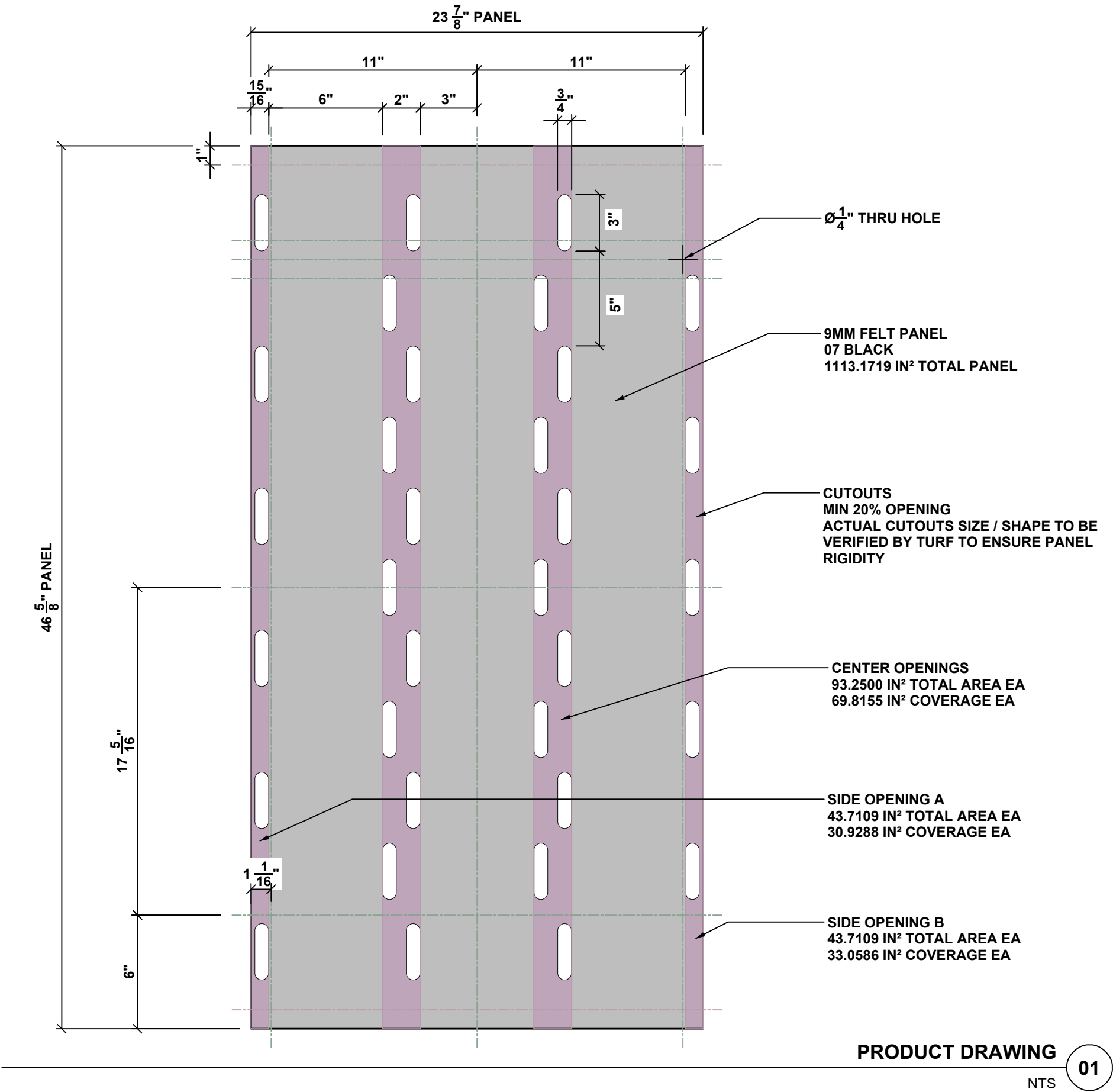


AXON  
NTS

02

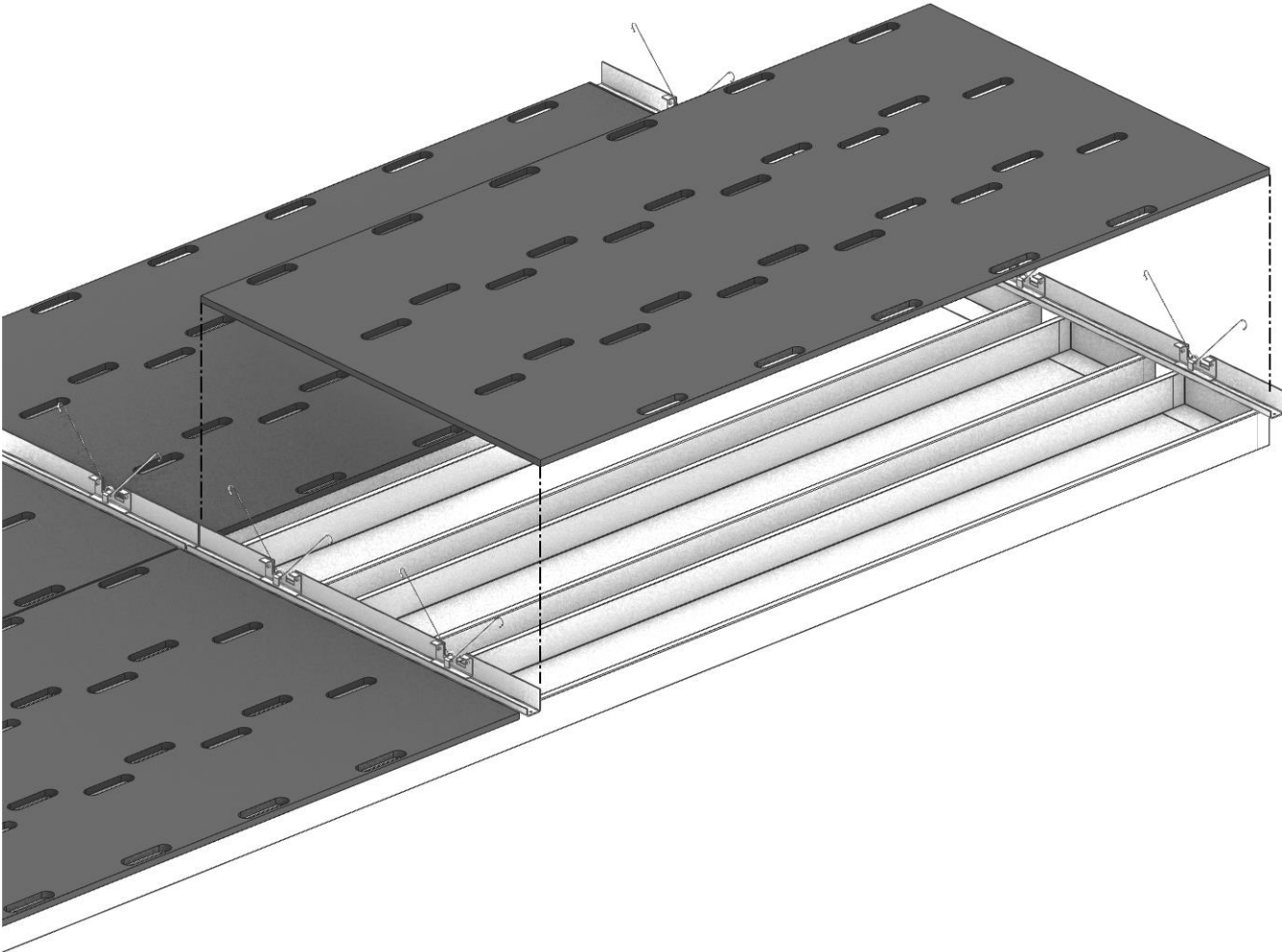
PLEASE NOTE, THIS PROPOSAL IS TO CONFIRM DESIGN INTENT ONLY. NOT FOR CONSTRUCTION.  
ALL DETAILS WILL BE DEVELOPED AND FINALIZED DURING OUR SHOP DRAWING PROCESS.

TURF DESIGN OWNS THE RIGHTS, TITLE, AND INTERESTS TO ALL PROPOSALS AND TO ALL PRODUCT  
DESIGNS PROVIDED THROUGHOUT THE DESIGN PROCESS.



DESIGN PROPOSAL

231624 - EL PASO AIRPORT



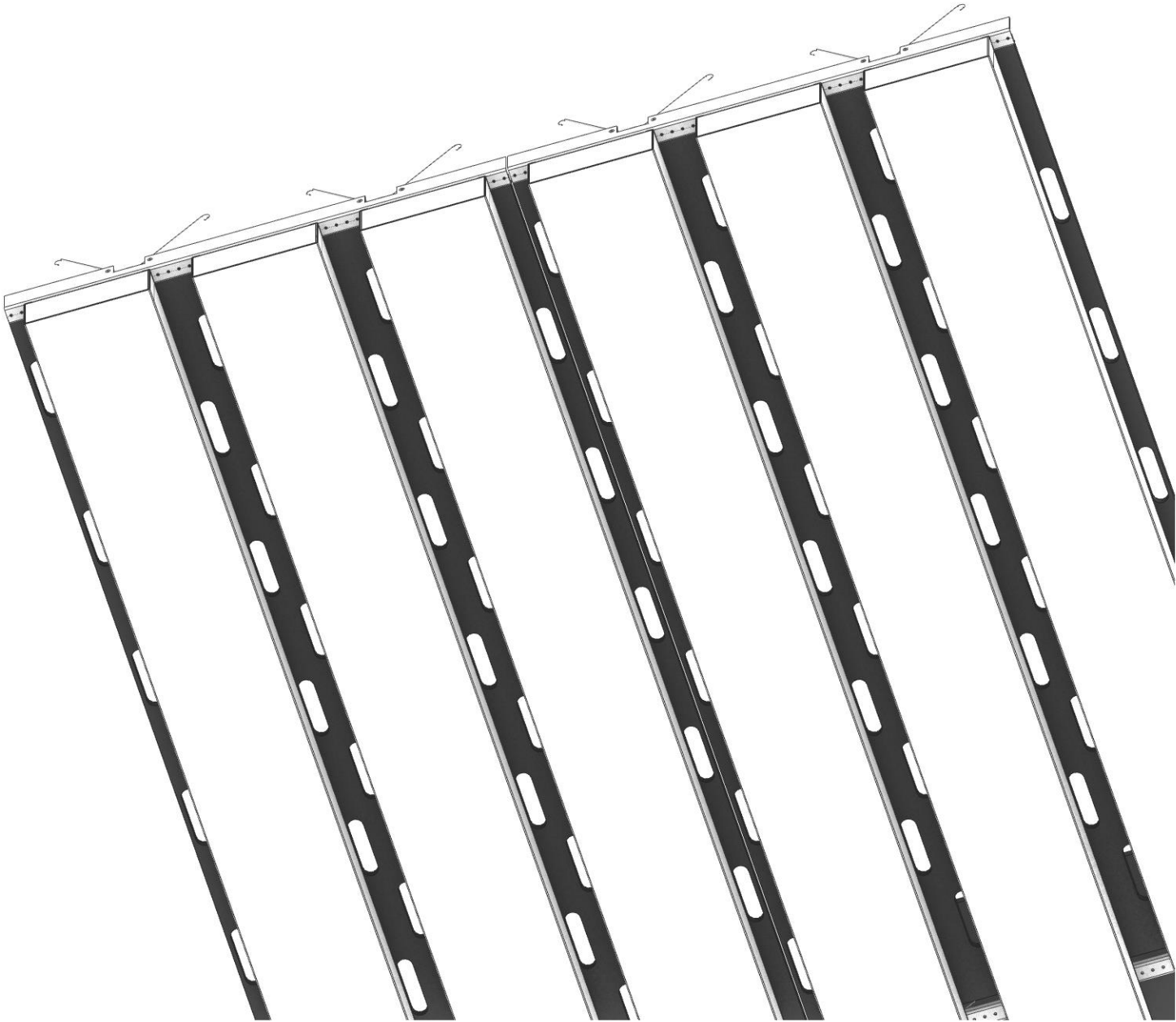
AXON, PANEL COORD

NTS

02

PLEASE NOTE, THIS PROPOSAL IS TO CONFIRM DESIGN INTENT ONLY. NOT FOR CONSTRUCTION.  
ALL DETAILS WILL BE DEVELOPED AND FINALIZED DURING OUR SHOP DRAWING PROCESS.

TURF DESIGN OWNS THE RIGHTS, TITLE, AND INTERESTS TO ALL PROPOSALS AND TO ALL PRODUCT  
DESIGNS PROVIDED THROUGHOUT THE DESIGN PROCESS.



AXON, FROM BOTTOM, WITH COORDINATING PANELS

NTS

01



September 27<sup>th</sup>, 2023 (Rev. 2)

Ms. Victoria Ruiz, EIT, ACE  
Capital Improvement Program Administrator  
El Paso International Airport  
[ruizvm@elpasotexas.gov](mailto:ruizvm@elpasotexas.gov)

**Re: EPIA Ceiling & Lighting Replacement Projected ASI #04 dated 09/08/2023 – ROM Cost Estimate**

Dear Vikki,

Below is a ROM cost summary of the scope associated with ASI #04 dated 09/08/23 as prepared by CDA Architects. This cost summary was developed based on an analysis of the base bid documents and subsequent design revisions. The values are estimated and may not align with the actual costs submitted by the Contractor and their trade partners.

**ASI #04 ROM Pricing Estimate**

Item	Description	Est. Cost (\$)	Notes
1	Addition of Felt Panel at Type No. 1 Ceilings	144,501	Material Cost: \$4.99/SF @ 28,958
		14,190	Labor Cost: \$0.50/SF @ 28,958
2	Production Acceleration Premium	36,126	25% Premium on Material Cost
3	<b>Subtotal</b>	<b>194,817</b>	
4	Subcontractor OH&P	29,223	15%
5	General Contractor OH&P	33,606	15%
	<b>Total</b>	<b>\$257,646</b>	

Thank you,

Gabe Gonzalez, CCM  
Project Manager  
Broaddus & Associates  
[ggonzalez@broaddususa.com](mailto:ggonzalez@broaddususa.com)

Cc: Raul Rodriguez, Broaddus & Associates



**HENSEL PHELPS**  
Plan. Build. Manage.

Jobsite Address:  
6701 Convair Rd, El Paso TX  
El Paso, TX. 79902

9/11/2023

Victoria M. Ruiz, EIT  
Project Manager  
El Paso International Airport  
6701 Convair Rd, El Paso TX  
El Paso, TX. 79902

Subject: **PCO 009 ASI 004 - Linear Metal Ceiling Felt Panel**  
EPIA - Ceiling and Lighting Replacement

Dear Victoria,

Please find attached for your review and approval the pricing proposal associated with PCO 009. This includes the additional cost for the material and installation of air flow suppression felt panels over all the linear metal ceiling system, per ASI 04

Total Value of Change: **\$ 321,487**

Should there be any questions or comments regarding the above items, please contact the undersigned.

Sincerely,

HENSEL PHELPS CONSTRUCTION CO.

Carlos Chavez  
Project Engineer

***World-Class Innovators. Landmark Buildings. Inspiring Performance.***



*El Paso International Airport*

## Change in Work - Cost Analysis Form

Project No. &amp; Name: 2023-0199 - EPIA CLR

Date: 9/11/2023

Contractor Name: Hensel Phelps Construction Co.

Potential Change Order No. PCO 009

Description of Change: ASI 004 - Linear Metal Ceiling Felt Panel[illegible]

<b>Managing subcontracted work (per GC 2.5.2.4)</b>		<b>SUBTOTAL</b>	\$ 279,554
Hensel Phelps Contractor's Fee, add...	15.0%		\$ 41,933
			\$ -
			\$ -

**TOTAL FOR THIS CHANGE PROPOSAL \* \$**

**321,487**

*El Paso International Airport*

Project No. & Name:	2023-0199 - EPIA CLR	Date:	9/11/2023
Contractor Name:	Diversified Interiors	Potential Change Order No.	PCO 009
Description of Change:	ASI 004 - Linear Metal Ceiling Felt Panel		

Work performed by the Contractor's own employees (per GC 12.01.C.2a)	SUBTOTAL	\$	279,554
Contractor's Fee	0.0%	\$	-

Managing subcontracted work (per GC 12.01.C.2b)		SUBTOTAL	\$	-
Contractor's Fee	0.0%		\$	-

140



**Corporate Office:**

4750 Ripley - El Paso, Texas 79922  
P.O. Box 220307 - El Paso, Texas 79913  
(915) 585-0030 - Fax (915) 585-0050

**EPIA Ceiling and Lighting Replacement  
Felt Panel for Air Suppression  
9.11.2023**

**Scope of Work:**

- Add felt panel for airflow suppression over Armstrong IMMX linear metal ceiling panels

<b>Labor Add:</b>	<b>\$33,263.00</b>
<b>Material Add:</b>	<b>\$246,291.00</b>
<b>Total Add:</b>	<b>\$279,554.00</b>

  
Andrew Hawley  
President  
Diversified Interiors

**DIVERSIFIED INTERIORS**

4750 Ripley, El Paso, TX 79922

Phone: 585-0030 Fax: 585-0050

**Bid Summary*****EPIA Terminal Ceiling and Lighting Improvements-1" Panel (For Construction)******Air Flow Suppression over IMMX panels***

Bid No. 13

Selected Sections: 09501 Acoustical wall panels

Selected Typical Areas:

Selected Areas: (unassigned)

Estimator:

Job Class:

Wage Type: **Open**Job Status: **Sold**Bid Date/Time: **11/23/2022 10:20:57 AM**Plans Date: **11/23/2022****(unassigned)**

No.	Condition	Height	Quantity	Unit Price			Total Price	Man Days
				Mat.	Lab.	Total		
1	Air Flow Suppression over IMMX panels		28,958.40 SF	8.51	1.15	9.65 / SF	279,554.14	113.12
<b>Material &amp; Labor Total:</b>							<b>279,554.14</b>	<b>113.12</b>
<b>(unassigned) Total:</b>							<b>279,554.14</b>	<b>113.12</b>
<b>Grand without additional markups Total:</b>							<b>279,554.14</b>	<b>113.12</b>
<b>Additional Markups Total:</b>							<b>0.00</b>	
<b>Grand Total:</b>							<b>279,554.14</b>	



February 26, 2019

Turf Design  
Mr. Dustin Headley  
2000 Fox Ln.  
Elgin, IL 60123

Our Reference: SV30854 / 4788546841

Subject: Report Of Surface Burning Characteristics Tests On Ceiling Panels As  
Submitted By Turf Design.

Dear Mr. Headley:

This is a Report summarizing the results of a test conducted under the Commercial Inspection and Testing Services (CITS) program of UL LLC (UL) identified as Assignment No. 4788546841.

**GENERAL:**

The results relate only to items tested.

**METHOD:**

Each test was conducted in accordance with Standard ANSI/UL723, Eleventh Edition, dated April 19, 2018, "Test for Surface Burning Characteristics of Building Materials", (ASTM E84).

The test determines the Surface Burning Characteristics of the material, specifically the flame spread and smoke developed indices when exposed to fire.

The maximum distance the flame travels along the length of the sample from the end of the igniting flame is determined by observation. The Flame Spread Index of the material is derived by plotting the progression of the flame front on a time-distance basis, ignoring any flame front recession, and using the equations described below:

A.  $CFS = 0.515 A_T$  when  $A_T$  is less than or equal to 97.5 minute-foot.

B.  $CFS = 4900/(195-A_T)$  when  $A_T$  is greater than 97.5 minute-foot.

Where  $A_T$  = total area under the time distance curve expressed in minute-foot.

The Smoke Developed Index (SDI) is determined by rounding the Calculated Smoke Developed (CSD) as described in UL 723. The CSD is determined by the output of photoelectric equipment operating across the furnace flue pipe. A curve is developed by plotting the values of light absorption (decrease in cell output) against time. The CSD is derived by expressing the net area under the curve for the material tested as a percentage of the area under the curve for untreated red oak.

The CSD is expressed as:

$$CSD = (A_m/A_{ro}) \times 100$$

Where:

CSD = Calculated Smoke Developed

$A_m$  = The area under the curve for the test material.

$A_{ro}$  = The area under the curve for untreated red oak.

#### SAMPLES:

The samples utilized in this investigation were neither prepared nor selected by a Laboratories' representative such that no verification of composition can be provided.

Sample Description	
Test No.	System
5	Ceiling Panels 9mm Black Material test

Each test sample consisted of three 8 by 2 ft wide boards butted end-to-end to form the required 24 ft. long surface.

Due to the rigidity of the test samples, supplementary means of support was not required.

## RESULTS:

The results are tabulated below are considered applicable only to the specific samples tested.

Data sheets and graphical plots of flame travel versus time and smoke developed versus time are also enclosed.

Table 1: Flame Spread Summary

Test No.	Test Code	Sample Description	CFS Calculated Flame Spread (Ceiling)	FSI Flame Spread Index (Ceiling)+	CFS Calculated Flame Spread (Floor)	FSI Flame Spread Index (Floor)++
5	08211813	Ceiling Panels	14.74	15	244.95	245

+ - Flame Spread Index while material remained in the original test position.

++ - Ignition of molted residue on the furnace floor resulted in flame travel equivalent to calculated Flame Spread Index indicated.

Table 2: Smoke Developed Summary

Test No.	Test Code	Sample Description	CSD Calculated Smoke Developed (Prior to Floor Ignition)	SDI Smoke Developed Index (Prior to Floor Ignition)	CSD Calculated Smoke Developed (Entire Test Duration)	SDI Smoke Developed Index (Entire Test Duration)
5	08211813	Ceiling Panels	0.4	0	292.3	300

The Classification Marking of UL on the product is the only method provided by UL to identify products which have been produced under its Classification and Follow-Up Service. No use of a Classification Marking has been authorized as a result of this investigation.

Should you have any questions, please contact the undersigned.

Very truly yours



Robert S. Kiefer (ext. 42014)  
Senior Engineering Associate  
Fire Protection Division

Reviewed by:



James F. Smith (ext. 42666)  
Staff Engineering Associate  
Fire Protection Division

Project: 4788546841  
Tested by: ABRAN GARCIA

File: SV30854  
Engineer: JOHN WIESNER

TestCode: 08211813  
Date: 2018-08-21

TEST METHOD: The test was conducted in accordance with UL 723, Eleventh Edition (2018/04/19).

Client Name:	Turf Design			Hot Test:	Yes
Test Duration	10 minutes	Test No.:	5	Burn-Out Required:	Yes
Mounting:	Rods & Wire	Test Type:	Developmental		

**Test Sample:** Ceiling Panels  
9mm Black Material test

## FLAME SPREAD RESULTS

### Ceiling Flame Spread Data

Distance (Feet)		Time (Sec)
Ignition		18
1		26
2		30
3		35

### Floor Flame Spread Data

Distance (Feet)		Time (Sec)		Distance (Feet)		Time (Sec)
Ignition		36		11		59
1		45		12		61
2		46		13		62
3		47		14		67
4		48		15		68
5		50		16		80
6		51		17		84
7		52		18		87
8		53		19		110
9		55		19.5		111
10		57				

Calculated Flame Spread (CFS): 14.74  
Flame Spread Index (FSI): 15  
  
Time to Ignition (sec): 18  
Maximum Flame Spread (ft): 3.0  
Area Under the Flame Spread Curve (ft.-min): 28.6  
  
Time to Floor Ignition (sec): 36  
Maximum Floor Flame Spread (ft): 19.5  
Calculated Floor Flame Spread: 244.95

## SMOKE RESULTS

Calculated Smoke Developed (CSD): 292.3  
Smoke Developed Index (SDI): 300  
  
Area Under the Smoke Curve (Obs.-min.): 281.16  
Area Under Heptane (Obs.-min.): 96.18  
Area Under the Smoke Curve Before Floor Ignition (Obs.-min.): 0.36  
Smoke Developed Prior to Floor Ignition: 0.4

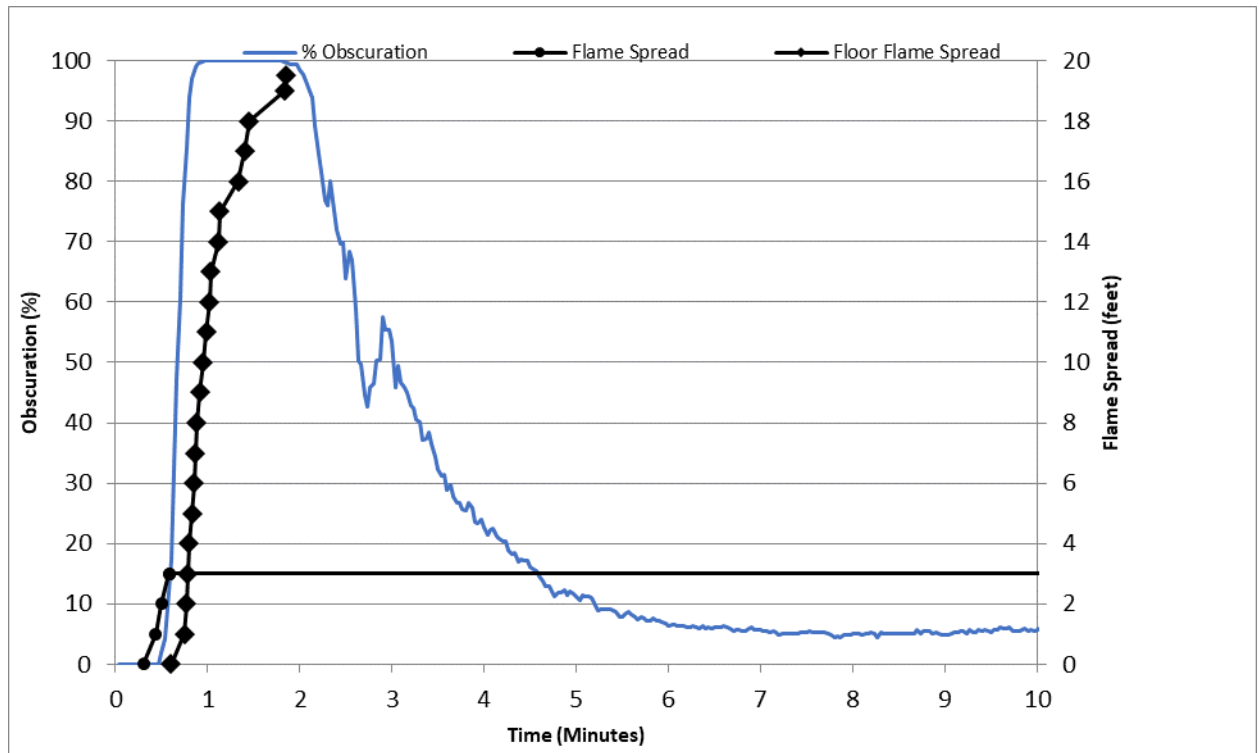
## Post-Test Observations

Char (Feet From Burner): 24



## Flame Spread / Smoke Results

### Turf Design Ceiling Panels



Test Num.: 5  
SV30854 / 4788546841  
08211813

Flame Spread Index: 15  
Smoke Developed Index: 300  
Max. Flame Spread (ft.): 3.0



# EPIA Terminal Ceiling and Lighting

Change Order

# Project Details

Location:	El Paso International Airport
District(s):	All
Total Budget:	\$14,500,000.00
Construction Contract:	\$9,737,000.00 Hensel Phelps
Change Order Amount:	\$321,487.00 PFC Funds / Airport Funds

# Scope of Work

- NFPA requirements for an open ceiling system state that open air return cannot exceed 20%. To meet this requirements felt must be installed above the ceiling panels.



## 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, Respect, Excellence,  
Accountability, People

## MISIÓN



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

## VISIÓN



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

## VALORES



Integridad, Respeto, Excelencia,  
Responsabilidad, Personas



Legislation Text

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File #: 23-1394, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**All Districts**

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

Purchasing and Strategic Sourcing Department, K. Nicole Cote, (915) 212-1092

**AGENDA LANGUAGE:**

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

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services by and between the City of El Paso and Garver, LLC, for a Project known as "El Paso International Airport Five Node Intersection Remediation," to amend the Agreement to revise the Scope of Services and to include additional services for design and construction administration. The revisions of this First Amendment require Owner to pay Consultant for additional services in an additional amount of \$414,450.00, thereby extending the contract amount from \$911,150.00 to \$1,325,600.00. That the City Manager is authorized to establish the funding sources and make any budget transfers and execute any and all documents and contract necessary to carry out the intent of the First Amendment.

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Yvette Hernandez, City Engineer, (915) 212-0065  
Samuel Rodriguez, Aviation Director, (915) 212-7301  
K. Nicole Cote, Managing Director, (915) 212-1092

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. 1. Create an Environment Conducive to Strong, Sustainable, Economic Development

**SUBGOAL:** 1.4: Grow the core business of air transportation

**SUBJECT:**

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services ("Agreement") by and between the City of El Paso and Garver, LLC, for a Project known as El Paso International Airport Five Node Intersection Remediation," to amend the Agreement to revise the Scope of Services and to include additional services for design and construction administration. The revisions of this First Amendment require Owner to pay Consultant for additional services in an additional amount of \$414,450.00, thereby extending the contract amount from \$911,150.00 to \$1,325,600.00.

That the City Manager is authorized to establish the funding sources and make any budget transfers and execute any and all documents and contract necessary to carry out the intent of the First Amendment.

**BACKGROUND / DISCUSSION:**

On March 2, 2021, Garver, LLC was awarded the professional services agreement for the project known as "El Paso International Airport Five Node Intersection Remediation." Garver completed the preliminary and pre-final design phases in July and September 2021, respectively. During the pre-final design phase the FAA communicated to EPIA that they were revising the project funding sequencing and that the Five Node Intersection Remediation project would be constructed in multiple phases/projects over FY 2024, FY 2025 and FY2026. Follow up discussions with Garver identified that the final design phase will become three individual design deliverables that will be bid out and constructed in their respective year. The multi-phase approach is outside of Garver's scope of work and therefore requires additional services for design (\$174,370.00- modify design into three bid packages), bidding (\$21,400.00 -three bid packages) and construction administrative services (\$218,680.00 -extended time services) totaling \$414,450.00.

Or original contract was awarded 2.5 years ago in order to work with the FAA on receiving discretionary and supplemental funding (goal was to have a shovel ready design). Per article IV paragraph 4.2 of their agreement allows the City and Consultant to renegotiate remaining fees due to the lapse in time; the hourly rates will be increased by 7.8%.

**CONTRACT VARIANCE:**

N/A

**PROTEST**

N/A



**PRIOR COUNCIL ACTION:**

March 2, 2021 original agreement for professional services awarded

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$414,450.00

Funding Source: Airport Enterprise

Account: 562-3010/80-580160-62330-G62A204001

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?   X   YES      NO**

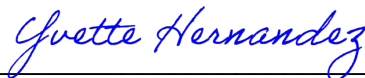
**PRIMARY DEPARTMENT:** Capital Improvement

**SECONDARY DEPARTMENT:** Purchasing & Strategic Sourcing

---

**\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\***

**DEPARTMENT HEAD:**



---

Yvette Hernandez, City Engineer

## RESOLUTION

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

That the City Manager is authorized to sign a First Amendment to an Agreement for Professional Services (“Agreement”) by and between the City of El Paso and Garver, LLC, for a Project known as El Paso International Airport Five Node Intersection Remediation,” to amend the Agreement to revise the Scope of Services and to include additional services for design and construction administration. The revisions of this First Amendment require Owner to pay Consultant for additional services in an additional amount of \$414,450.00, thereby extending the contract amount from \$911,150.00 to \$1,325,600.00.

That the City Manager is authorized to establish the funding sources and make any budget transfers and execute any and all documents and contract necessary to carry out the intent of the First Amendment.

**APPROVED THIS** \_\_\_\_ **DAY OF** \_\_\_\_\_, 2023.

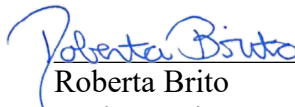
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

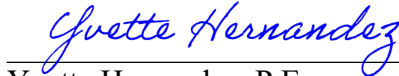
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, P.E.  
City Engineer

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**FIRST AMENDMENT  
AGREEMENT  
FOR PROFESSIONAL SERVICES**

This First Amendment to an Agreement for Professional Services ("First Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date"), by and between the City of El Paso, a Texas municipal corporation (the "**Owner**"), and Garver, LLC, (the "**Consultant**").

**WHEREAS**, on March 2, 2021, the Owner entered into an Agreement for Professional Services (the "**Agreement**") with the Consultant for a Project known as "El Paso International Airport Five Node Intersection Remediation" (the "**Project**"); and

**WHEREAS**, originally, the parties planned for the Project to be designed and constructed as one project; and

**WHEREAS**, pursuant to recent direction provided by the FAA, the parties must divide the Project into three stages, with three designs to be constructed over three fiscal years; and

**WHEREAS**, the parties desire to amend the Agreement to revise the Scope of Services in accordance with FAA direction and to include additional services for design and construction administration necessitated by FAA direction; and

**WHEREAS**, the revisions of this First Amendment require Owner to pay Consultant for additional services in an additional amount of \$414,450.00, thereby extending the contract amount from \$911,150.00 to \$1,325,600.00.

**NOW THEREFORE**, in consideration of the mutual promises set forth in this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Agreement is amended to revise the Scope of Services by deleting Attachment "A" in the Agreement, in its entirety, and replacing it with Attachment "A-1", as provided in this First Amendment.
2. The Agreement is amended to revise the hourly rates by deleting Attachment "B" in the Agreement, its entirety, and replacing it with Attachment "B-1", as provided in this First Amendment.
3. Owner and Consultant acknowledge and agree that, as of the Effective Date of this First Amendment, Owner has paid Consultant an amount of \$544,509.36 for work completed pursuant to the parties' original Agreement.
4. Section 3.1 (Payment to the Consultant) of the Agreement is amended to read as follows:

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$1,325,600.00 for all basic services and reimbursable performed pursuant to this Agreement.

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 reimburseables 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, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within Attachment "C" in an amount not to exceed \$50,000.00, if such services are necessary for proper execution of the identified Project and the increased amounts are within the appropriate budget identified for the identified Project. Additional Services exceeding \$50,000.00 must have approval by City Council through written amendment to this Agreement.

The Parties acknowledge and agree that, on June 23, 2021, the City Engineer authorized Additional Services in the amount of \$8,925.00 pursuant to the authority granted through this Section 3.1. Further, the Parties acknowledge and agree that said \$8,925.00 is hereby deducted from the \$50,000.00 the City Engineer was permitted to authorize without City Council approval, leaving \$41,075.00 available for Additional Services that may be approved by the City Engineer, without City Council approval, pursuant to this Section 3.1.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic Services at the rates attached hereto as Attachment "B-1".

- .
5. All terms and conditions of the Agreement except as herein revised, shall remain in full force and effect.

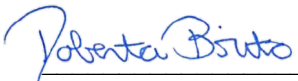
*(Signatures Begin on Following Page)*

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**


**CITY OF EL PASO**

\_\_\_\_\_  
Cary Westin  
Interim City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Yvette Hernandez, P.E.  
City Engineer

**ACKNOWLEDGEMENTS**

**THE STATE OF TEXAS   §**  
  **§**  
**COUNTY OF EL PASO   §**

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

**(Signatures Continue on Following Page)**

CONSULTANT

Colin Bible

Name: Colin Bible

Title: Vice President

ACKNOWLEDGEMENTS

THE STATE OF TEXAS   §  
  §  
COUNTY OF EL PASO   §

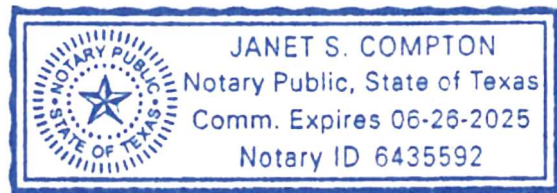
This instrument was acknowledged before me on this 10th day of October, 2023,  
by Colin Bible as Vice President of the Garver, LLC.

Janet Compton

Notary Public, State of Texas

My commission expires:

06/26/2025



ATTACHMENT "A1"

ADDITIONAL SCOPE OF SERVICES



## APPENDIX A (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the Five Node Intersection Remediation at El Paso International Airport. Improvements will consist primarily of reconfiguration of the existing TW D, F, G, H, and extended RW 8R pavement as shown in Exhibit 1. While working through the design process, a funding schedule was identified that was best supported by separating the project into three packages; Stage I, Stage II, and Stage III. Stage I will be bid in summer of 2024. Stage II will be bid in summer of 2025. Stage III will be bid in summer of 2026. Stage II and Stage III will be brought to 100% design package and shelved until ready to bid for construction. Bidding and construction phase services are included in the scope of services for Stage II and III.

Effective from this amendment, the professional services will include:

- Revised Design Services
  - 90%/100% Final Design – Stage I – **FY 2024**
  - 90%/100% Final Design – Stage II – **FY 2025**
  - 90%/100% Final Design – Stage III – **FY 2026**
- Bidding Services – Stage I – *To be performed under previous agreement – FY 2024*
- Bidding Services – Stage II – **FY 2025**
- Bidding Services – Stage III – **FY 2026**
- Construction Administration Services – Stage I – *To be performed under previous agreement – FY 2025*
- Construction Administration Services – Stage II – **FY 2026**
- Construction Administration Services – Stage III – **FY 2027**

### **A.1 Geotechnical Services**

Completed under Original Agreement

### **A.2 Surveying Services**

#### **A.2.1 Design Surveys**

Completed under Original Agreement

#### **A.2.2 Property Surveys**

Not Applicable

#### **A.2.3 Easement Development**

Not Applicable

### **A.3 Design Services**

#### **A.3.1 General**

Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or





internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of **three (3) construction contracts**. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained.

#### A.3.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

##### A.3.2.1 *Modifications to Standard*

Garver will develop a modification to standard (MOS) for FAA standard specifications as required. Garver will prepare the necessary MOS documentation for submission to the FAA through the Airport Data and Information Portal (ADIP). Documentation will include details of the defined standard, why the standard cannot be met, viable alternatives, and any necessary restrictions associated with the MOS.

##### A.3.2.2 *Separate Procurement for Special Systems*

Garver will assist with the development of separate procurement documents required by the AIP Handbook including such duties as assembling initial scope of work, equipment procurement requirements, design reviews, cost estimating, and reviewing the manufacturers/system installers invoices and scope of work documents to support the project. This work includes the required correspondence duties with the FAA ADO and PM as outlined in the AIP Handbook.

#### A.3.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner and/or FAA. QC reviews will be completed by a senior construction observer and project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

#### A.3.4 Environmental Coordination

Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Prior to construction, the contractor will submit the SWPPP and NOI shall be submitted to the Texas Commission of Environmental Quality (TCEQ) for permitting.

Garver understands that a CATEX has been completed and approved for this project.

#### A.3.5 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.



After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.

#### A.3.6 Existing Conditions Review

##### *A.3.6.1 Record Document Review*

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

##### *A.3.6.2 Site Visits*

Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

#### A.3.7 Geometric Design

Garver will provide geometric design in accordance with FAA AC 150/5300-13 (latest edition) or other local standards.

#### A.3.8 Modeling

Garver will develop preliminary vertical alignments based on the requirements of FAA AC 150/5300-13 (latest edition). Upon the completion of vertical alignments, assemblies will be developed based on the pavement design and corridors will be modeled for each taxiway and apron alignment. Modeling will include all surface changes from centerline of corridor to tie into existing grade for the project site. At the completion of individual corridor developments, all corridors will be combined into a final grading surface. Modeling will be an iterative process to determine the most efficient design solution.

#### A.3.9 Grading and Drainage

Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

#### A.3.10 Airfield Electrical

##### *A.3.10.1 Airfield Lighting and Signage*

Garver will provide electrical engineering services to design the new lighting improvements on the project including but not limited to the following: runway/taxiway edge lighting, guidance signage, electrical vault modifications, and updates to the Airfield Lighting Control and Monitoring System (ALCMS). Updates to the ALCMS layout will be procured outside of the construction contract in order to comply with FAA procurement protocol.

##### *A.3.10.2 NAVAIDS*

Not Applicable



#### A.3.11 Utility Design and Coordination

Not Applicable

#### A.3.12 Specifications and Contract Documents

##### A.3.12.1 *Technical Specifications*

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

##### A.3.12.2 *Construction Contract Documents*

Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

#### A.3.13 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

#### A.3.14 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

##### A.3.14.1 *90% Final Design*

Garver will develop 90% final design plans, specifications, and engineer's report and submit these to the Owner for review. It is anticipated that the Owner will review the design submission within one week.

At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans, specifications, and engineer's report and to receive Owner comments and direction.

##### A.3.14.2 *100% Issued for Bid (IFB)*

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within one week.

### A.4 **Bidding Services**

Garver will assist the negotiating proposals for two prime contracts for construction, materials, equipment and services; and, where applicable, and attend a pre-bid conference. The Owner will pay advertising costs outside of this contract.



Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will prepare a bid tabulation and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and FAA.

## **A.5 Construction Administration Services**

During the construction phase of work, Garver will accomplish the tasks below.

### **A.5.1 Issued for Construction (IFC) Documents**

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.

### **A.5.2 Construction Management Plan**

Garver will prepare a "Construction Management Plan" to be submitted to the Federal Aviation Administration (FAA) for approval. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

### **A.5.3 Submittals**

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

### **A.5.4 Preconstruction Meeting**

Garver will attend preconstruction meetings for each project. One meeting was covered in the origi

### **A.5.5 Progress Meetings**



As a minimum, Garver's Project Manager will attend weekly teleconference progress meetings with the Owner and Contractor and monthly site visits. It is expected that meetings will be held on-site and meetings will be held via conference call as listed within the respective fee breakdown. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility pre-construction meetings as required.

#### A.5.6 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

#### A.5.7 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

#### A.5.8 Progress Payments

Not Applicable

#### A.5.9 Payroll Reviews

Not Applicable

#### A.5.10 DBE Compliance

Not Applicable

#### A.5.11 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services (Closeout Services to be provided by others) and final record drawings will be provided to the Owner after project completion.

#### A.5.12 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

#### A.5.13 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

Appendix A – Scope of Services

Five Node Intersection Remediation

Amendment No. 2

Garver Project No. 20A25600



**A.6 On-Site Resident Project Representative Services**

Not Applicable

**A.7 Materials Testing Services**

Not Applicable

**A.8 Project Closeout Services**

Not Applicable

**A.9 Project Deliverables**

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 90% Final Design Plans, Specifications, and Report to the Owner.
  - a. Ten hard copies to Owner
2. 100% Issued for Bid Plans, Specifications, and Report to the Owner.
  - a. Three hard copies to the Owner for approval
  - b. Ten hard copies to Owner
3. Issued for Construction Plans and Specifications to the Owner.
  - a. One hard copy of all addenda.
4. Construction Management Plan to the Owner and FAA
5. Approved submittals to the Contractor.
6. Record Plans and Specifications to the Owner and FAA.
  - a. One hard copy to the Owner.
7. Other electronic files as requested.

**A.10 Additional Services**

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Front end specifications and construction contract. Garver will provide proposal forms, instruction to bidders, general conditions, special conditions, and technical specifications for incorporation into City of El Paso Standard Contract.
3. Deliverables beyond those listed herein.
4. Design of any utility relocation.
5. Utility Relocation will be identified during the Preliminary Design Phase. If utility relocation is required for the preferred alternative, additional services will be required.
6. Utility Easement Development
7. Engineering, architectural, or other professional services beyond those listed herein.
8. Retaining walls or other significant structural design.
9. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to TCEQ.
10. Attendance of Bid Opening.
11. On-Site Construction Observation, Construction Materials Testing, and Project Closeout Services.



12. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
13. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
14. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
15. Utility Record Drawings developed for Franchise Utilities.
16. Project Construction Staking and Layout
17. Reimbursable Agreement will be coordinated with FAA by the Owner.
18. The owner will prepare and submit the 7460 through OE/AAA and coordinate with FAA. Garver will supply point locations as requested.
19. Review of the Construction Contractor's Progress Payment, Payroll Reviews, and DBE Compliance will be handled by the Construction Manager.

#### **A.11 Schedule**

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work to align with the schedule identified in this document. The anticipated design for Stage I, Stage II and Stage III is anticipated to be completed to 100% March 2024.

## ATTACHMENT “B1”

### CONSULTANT’S FEE PROPOSAL AND NEW HOURLY RATES





**Appendix B1**  
**El Paso International Airport**  
**Five Node Intersection Remediation**  
**Garver Hourly Rate Schedule: July 2023 - June 2024**

<b>Classification</b>	<b>Rates</b>
<b>Engineers / Architects</b>	
E-1.....	\$ 139.00
E-2.....	\$ 165.00
E-3.....	\$ 194.00
E-4.....	\$ 229.00
E-5.....	\$ 286.83
E-6.....	\$ 322.34
<b>Planners / Environmental Specialist</b>	
P-1.....	\$ 177.00
P-2.....	\$ 209.00
P-3.....	\$ 238.00
P-4.....	\$ 269.00
P-5.....	\$ 302.00
P-6.....	\$ 315.00
<b>Designers</b>	
D-1.....	\$ 132.00
D-2.....	\$ 149.00
D-3.....	\$ 177.00
D-4.....	\$ 207.00
<b>Technicians</b>	
T-1.....	\$ 112.00
T-2.....	\$ 153.00
T-3.....	\$ 177.00
<b>Surveyors</b>	
S-1.....	\$ 67.00
S-2.....	\$ 79.00
S-3.....	\$ 110.00
S-4.....	\$ 151.00
S-5.....	\$ 200.00
S-6.....	\$ 233.00
2-Man Crew (Survey).....	\$ 247.00
3-Man Crew (Survey).....	\$ 316.00

2-Man Crew (GPS Survey).....	\$ 275.00
3-Man Crew (GPS Survey).....	\$ 346.00

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**Construction Observation**

C-1.....	\$ 118.00
C-2.....	\$ 149.00
C-3Senior Construction Observer.....	\$ 180.00
C-4.....	\$ 233.00

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**Management/Administration**

M-1.....	\$ 399.00
X-1.....	\$ 80.00
X-2.....	\$ 103.00
X-3.....	\$ 165.00
X-4.....	\$ 195.00
X-5.....	\$ 205.00
X-6.....	\$ 243.00
X-7.....	\$ 287.00

Agreement for Professional Services  
Five Node Intersection Remediation

Garver Project No. 20A25602

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### Amendment No. 2 FEE SUMMARY

<b>Title I Service</b>	<b>Proposed Fees</b>
Final Design - Stage I - FY 2024	\$ 46,200.00
Final Design - Stage II - FY 2025	\$ 70,440.00
Final Design - Stage III - FY 2026	\$ 57,730.00
<b>Subtotal for Title I Service</b>	<b>\$ 174,370.00</b>
<b>Title II Service</b>	<b>Estimated Fees</b>
Bidding Stage I (Covered in Original Agreement) - FY 2024	\$ -
Construction Phase Services - Stage I (Time Reduced from Original Agreement) - FY 2025	\$ (29,634.00)
Bidding - Stage II - FY 2025	\$ 11,600.00
Construction Phase Services - Stage II - FY 2026	\$ 137,808.00
Bidding - Stage III - FY 2026	\$ 9,800.00
Construction Phase Services - Stage III - FY 2027	\$ 110,506.00
<b>Subtotal for Title II Service</b>	<b>\$ 240,080.00</b>
<b>Total All Services</b>	<b>\$ 414,450.00</b>

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### FINAL DESIGN - STAGE I (FY2023)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-3 Project Manager I	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Internal Weekly Progress Meetings (1 Meeting)		1		1		1		1
Submittals to Owner/FAA				2				4
<b>Subtotal - Project Management</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>5</b>
<b>2. Civil Engineering</b>								
Horizontal Alignments								
Vertical Alignments								
Corridor Model								
<b>Final Plans (100%) - Stage II</b>								
Sheet Index								
Summary of Quantities								
General Project Layout								
Survey Control Plans								
General Notes								
CSPP Sheets								
Erosion Control Sheet Updates		1		4		8		16
Demolition Sheets								
Storm Drain Sheet Updates		1		4		8		16
Typical Sections								
Plan and Profile Sheets								
Grading Sheets								
Restoration Sheets								
Joint Layout Sheets								
Pavement Marking Sheets								
Cross Section Sheets								
General Sheet Review		1		2				
CSPP Review		1		8				
Drainage Design Review								
Constructability Review		1		2				
Quantities and Opinion of Probable Construction Cost				2		4		8
Technical Specifications				2				
Final Design QC Review	4	4		8		8		
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>9</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>40</b>

<b>3. Electrical Engineering</b>								
Update CCR Load Calculations								
Temporary Airfield Lighting								
FAA Equipment Coordination		20		40				
<b>Final Plans (100%) - Stage II</b>								
Temporary Airfield Lighting Plans								
Lighting Removal Plans								
Lighting Installation Plans								
Vault Layout Plans								
Edge Light Details								
Signage Details								
FAA Equipment Relocation		8		16		20		16
Quantity Calculations								
Technical Specifications								
Opinion of Probable Cost								
QC Review	2							
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>28</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>16</b>

<b>Hours</b>	<b>6</b>	<b>38</b>	<b>0</b>	<b>91</b>	<b>0</b>	<b>49</b>	<b>0</b>	<b>61</b>
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**SUBTOTAL - SALARIES:** **\$45,758.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$202.00
Postage/Freight/Courier	\$140.00
Office Supplies/Equipment	\$100.00
Airfare	\$0.00
Mileage/Tolls/Parking	\$0.00
Hotels	\$0.00
Meals	\$0.00
Rental Car	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$442.00**

**SUBTOTAL:** **\$46,200.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$46,200.00**

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### FINAL DESIGN - STAGE II (FY2024)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-3 Project Manager I	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Internal Weekly Progress Meetings (1 Meeting)		2		2		2		2
Submittals to Owner/FAA				2				4
<b>Subtotal - Project Management</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>6</b>
<b>2. Civil Engineering</b>								
Horizontal Alignments				1		2		4
Vertical Alignments				1		2		4
Corridor Model				2		4		4
<b>Final Plans (100%) - Stage II</b>								
Sheet Index								1
Summary of Quantities						1		2
General Project Layout						1		2
Survey Control Plans								1
General Notes								2
CSPP Sheets		1		8		8		16
Erosion Control Sheet Update		1		8		8		16
Demolition Sheets						1		2
Storm Drain Sheet Update		1		8		8		16
Typical Sections								2
Plan and Profile Sheets				1		2		4
Grading Sheets				1		2		4
Restoration Sheets				1		1		4
Joint Layout Sheets				1		2		4
Pavement Marking Sheets				1		2		4
Cross Section Sheets		1		1		4		4
General Sheet Review		1		2				
CSPP Review		2		2				
Drainage Design Review		2		2				
Constructability Review		1		2				
Quantities and Opinion of Probable Construction Cost				2		4		8
Technical Specifications		2		4				
Final Design QC Review	4	4		8		8		
<b>Subtotal - Civil Engineering</b>	<b>4</b>	<b>16</b>	<b>0</b>	<b>56</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>104</b>

<b>3. Electrical Engineering</b>								
Update CCR Load Calculations				1		2		
Temporary Airfield Lighting				1		4		8
FAA Equipment Coordination		4		8				
<b>Final Plans (100%) - Stage II</b>								
Temporary Airfield Lighting Plans				4		8		
Lighting Removal Plans				2		8		8
Lighting Installation Plans				2		8		16
Vault Layout Plans				2		4		
Edge Light Details				2		2		2
Signage Details				2		4		4
FAA Equipment Relocation		2		4		8		
Quantity Calculations				1		6		
Technical Specifications				1		8		
Opinion of Probable Cost				2		8		
QC Review	2	4		4		8		
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>10</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>78</b>	<b>0</b>	<b>38</b>

<b>Hours</b>	<b>6</b>	<b>28</b>	<b>0</b>	<b>96</b>	<b>0</b>	<b>140</b>	<b>0</b>	<b>148</b>
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**SUBTOTAL - SALARIES: \$70,008.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$202.00
Postage/Freight/Courier	\$130.00
Office Supplies/Equipment	\$100.00
Airfare	\$0.00
Mileage/Tolls/Parking	\$0.00
Hotels	\$0.00
Meals	\$0.00
Rental Car	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$432.00**

**SUBTOTAL: \$70,440.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$70,440.00**

## Appendix B

### El Paso International Airport Five Node Intersection Remediation

#### FINAL DESIGN - STAGE III (FY 2025)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-3 Project Manager I	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Internal Weekly Progress Meetings (1 Meeting)		2		2		2		2
Submittals to Owner/FAA				2				4
<b>Subtotal - Project Management</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>6</b>
<b>2. Civil Engineering</b>								
Horizontal Alignments				1		2		4
Vertical Alignments				1		2		4
Corridor Model				2		4		4
<b>Final Plans (100%) - Stage III</b>								
Sheet Index								1
Summary of Quantities						1		2
General Project Layout						1		2
Survey Control Plans								1
General Notes								2
CSPP Sheets		2		8		8		16
Erosion Control Sheet Update				2		4		8
Demolition Sheets			4			8		16
Storm Drain Sheet Update				2		4		8
Typical Sections				2		4		2
Plan and Profile Sheets				4		8		12
Grading Sheets				4		8		12
Restoration Sheets				1		1		4
Joint Layout Sheets								
Pavement Marking Sheets				1		2		4
Cross Section Sheets		1		4		4		8
General Sheet Review		1		2				
CSPP Review		2		2				
Drainage Design Review		2		2				
Constructability Review		1		2				
Quantities and Opinion of Probable Construction Cost				2		4		8
Technical Specifications		2		4				
Final Design QC Review	2	4		8		8		
<b>Subtotal - Civil Engineering</b>	<b>2</b>	<b>15</b>	<b>4</b>	<b>54</b>	<b>0</b>	<b>73</b>	<b>0</b>	<b>118</b>



<b>3. Electrical Engineering</b>								
Update CCR Load Calculations						2		
Temporary Airfield Lighting				1		4		
<b>Final Plans (100%) - Stage III</b>								
Temporary Airfield Lighting Plans				1		2		
Lighting Removal Plans				1		2		6
Lighting Installation Plans				1		2		6
Vault Layout Plans				1		2		
Edge Light Details				1		2		1
Signage Details				1		2		2
Quantity Calculations				1		2		
Technical Specifications				1		2		
Opinion of Probable Cost				1		2		
QC Review	2	4		4		4		
<b>Subtotal - Electrical Engineering</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>15</b>

<b>Hours</b>	<b>4</b>	<b>21</b>	<b>4</b>	<b>72</b>	<b>0</b>	<b>103</b>	<b>0</b>	<b>139</b>
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**SUBTOTAL - SALARIES:** **\$57,352.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly	\$158.00
Postage/Freight/Courier	\$120.00
Office Supplies/Equipment	\$100.00
Airfare	\$0.00
Mileage/Tolls/Parking	\$0.00
Hotels	\$0.00
Meals	\$0.00
Rental Car	\$0.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$378.00**

**SUBTOTAL:** **\$57,730.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$57,730.00**

## El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-3 Project Manager I	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>Project Management</b>								
Owner Coordination		4						
Prospective bidder outreach				2				
Prepare for and Attend Pre-Bid Meeting		10				4		
Prepare Bid tabulation				1				
Evaluate bids and recommend award		1		1		2		
<b>Subtotal - Project Management</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>Civil Engineering</b>								
Addendums/Inquiries		4				12		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>
<b>Electrical Engineering</b>								
Addendums/Inquiries				4		8		
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>

**TOTAL FEE:** **\$11,600.00**

## Appendix B

### El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration

#### BIDDING SERVICES - STAGE III (FY2026)

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-3 Project Manager I	E-1 Project Engineer I	C-3 Senior Construction Observer	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Owner Coordination		4						
Prospective bidder outreach				2				
Prepare for and Attend Pre-Bid Meeting		10				4		
Prepare Bid tabulation				1				
Evaluate bids and recommend award		1		1		2		
<b>Subtotal - Project Management</b>	<b>0</b>	<b>15</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>
<b>2. Civil Engineering</b>								
Addendums/Inquiries		1				4		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Addendums/Inquiries				4		8		
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>18</b>	<b>0</b>	<b>0</b>
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**SUBTOTAL - SALARIES: \$9,102.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$23.00
Postage/Freight/Courier	\$50.00
Office Supplies/Equipment	\$50.00
Airfare	\$350.00
Mileage/Tolls/Parking	\$50.00
Hotels	\$100.00
Meals	\$25.00
Rental Car	\$50.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$698.00**

**SUBTOTAL: \$9,800.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$9,800.00**

## Appendix B

### El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration Stage I (FY2024)

#### CONSTRUCTION PHASE SERVICES (Time and Materials) Reduced from Assumed 300 Calendar Day Construction to 240 Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	P-2 Senior Planner	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Weekly Progress Teleconference (reduction of 9 meetings)		-9		-9				
Coordination with RPR		-10		-8				
Progress Meetings with Contractor/City (reduction of 3 meetings)		-30		-30				
<b>Subtotal - Project Management</b>	<b>0</b>	<b>-49</b>	<b>0</b>	<b>-47</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>2. Civil Engineering</b>								
Review Construction Survey and Quantity Verification						-4		
FAA and Airport Coordination		-4						
Material Testing Summary Log		-2				-4		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>-6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-8</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Weekly Progress Teleconference (reduction of 3 meetings)				-3				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>-3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>-55</b>	<b>0</b>	<b>-50</b>	<b>0</b>	<b>-8</b>	<b>0</b>	<b>0</b>
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**SUBTOTAL - SALARIES:** **-\$26,764.00**

#### DIRECT NON-LABOR EXPENSES

Airfare	(\$2,100.00)
Mileage/Tolls/Parking	(\$300.00)
Hotels	(\$600.00)
Meals	(\$300.00)
Rental Car	(\$210.00)

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **-\$2,870.00**

**SUBTOTAL:** **-\$29,634.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **-\$29,634.00**

## Appendix B

### El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration Stage II (FY2025)

#### CONSTRUCTION PHASE SERVICES (Time and Materials) Assumed 120 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	P-2 Senior Planner	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Compile Issue for Construction Documents (IFC)		2		8		8		8
Prepare for, attend, and conduct pre-construction meeting		12		12				
Weekly Progress Teleconference (17 meetings)		17		17				
Coordination with RPR		60		30				
Progress Meetings with Contractor/City (2 meetings)		20		20				
Prepare for, attend, and conduct pre-pave meeting		12		12				
<b>Subtotal - Project Management</b>	<b>0</b>	<b>123</b>	<b>0</b>	<b>99</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>
<b>2. Civil Engineering</b>								
Coordination with Materials Testing Lab and PWL Calculations		16				20		
Material Submittal Reviews		8				32		
RFI Responses		30				24		
Review Construction Survey and Quantity Verification		4				12		
Review Change Orders		6				10		
FAA and Airport Coordination		20		4				
Preliminary Punchlist Meeting		12						
Final Completion Walk-through		10						
Record Drawing Completion		2		4		20		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>108</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>118</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Weekly Progress Teleconference (8 meetings)				8				
Coordination with RPR				16		8		
Coordination with Contractor				20				
Progress Meetings with Contractor/City (1 meeting)				10				
Material Submittal Reviews				4		12		
RFI Responses				12		20		
Final Completion Walk-through				10				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>231</b>	<b>0</b>	<b>187</b>	<b>0</b>	<b>166</b>	<b>0</b>	<b>8</b>
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**SUBTOTAL - SALARIES:** **\$129,832.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$306.00
Postage/Freight/Courier	\$120.00
Office Supplies/Equipment	\$100.00
Airfare	\$4,400.00
Mileage/Tolls/Parking	\$550.00
Hotels	\$1,150.00
Meals	\$550.00
Rental Car	\$800.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES:** **\$7,976.00**

**SUBTOTAL:** **\$137,808.00**

**SUBCONSULTANTS FEE:** **\$0.00**

**TOTAL FEE:** **\$137,808.00**

## Appendix B

### El Paso International Airport Taxiway K, K1, K2 and J Reconfiguration Stage III (FY2026)

#### CONSTRUCTION PHASE SERVICES (Time and Materials) Assumed 60 Calendar Day Construction

WORK TASK DESCRIPTION	E-6 Senior Project Manager	E-5 Project Manager III	E-4 Project Manager II	E-3 Project Manager I	E-2 Project Engineer II	E-1 Project Engineer I	P-2 Senior Planner	T-2 Technician
	hr	hr	hr	hr	hr	hr	hr	hr
<b>1. Project Management</b>								
Compile Issue for Construction Documents (IFC)		2		8		8		8
Prepare for, attend, and conduct pre-construction meeting		12		12				
Weekly Progress Teleconference (9 meetings)		9		9				
Coordination with RPR		40		20				
Progress Meetings with Contractor/City (1 meetings)		10		10				
Prepare for, attend, and conduct pre-pave meeting		12		12				
<b>Subtotal - Project Management</b>	<b>0</b>	<b>85</b>	<b>0</b>	<b>71</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>
<b>2. Civil Engineering</b>								
Coordination with Materials Testing Lab and PWL Calculations		10				16		
Material Submittal Reviews		8				24		
RFI Responses		20				20		
Review Construction Survey and Quantity Verification		4				12		
Review Change Orders		6				10		
FAA and Airport Coordination		20		4				
Preliminary Punchlist Meeting		12						
Final Completion Walk-through		10						
Record Drawing Completion		2		4		20		
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>92</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>102</b>	<b>0</b>	<b>0</b>
<b>3. Electrical Engineering</b>								
Weekly Progress Teleconference (4 meetings)				4				
Coordination with RPR				12		8		
Coordination with Contractor				10				
Progress Meetings with Contractor/City (1 meeting)				10				
Material Submittal Reviews				4		12		
RFI Responses				8		16		
Final Completion Walk-through				10				
<b>Subtotal - Electrical Engineering</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>0</b>

<b>Hours</b>	<b>0</b>	<b>177</b>	<b>0</b>	<b>137</b>	<b>0</b>	<b>146</b>	<b>0</b>	<b>8</b>
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**SUBTOTAL - SALARIES: \$104,295.00**

#### DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$276.00
Postage/Freight/Courier	\$95.00
Office Supplies/Equipment	\$100.00
Airfare	\$3,300.00
Mileage/Tolls/Parking	\$550.00
Hotels	\$850.00
Meals	\$440.00
Rental Car	\$600.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$6,211.00**

**SUBTOTAL: \$110,506.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$110,506.00**



Legislation Text

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File #: 23-1425, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 3**

Airport, Sam Rodriguez, (915) 212-7301

**AGENDA LANGUAGE:**

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

That the City Manager, or designee, is authorized to sign the attached Third Amendment to Air Cargo Building Lease Agreement (the "Relocation Agreement") which amends the Air Cargo Center Agreement lease dated October 28, 2014 (as amended, the "Lease"), by and between the City of El Paso, Texas, a Texas municipal corporation (the "Lessor"), and Mesa Airlines, Inc., a Nevada corporation ("Lessee"), for the purpose of, inter alia, setting forth Lessor's and Lessee's agreements arising from or related to relocating Lessee from the current premises under the Lease at the El Paso International Airport in and around Suite B in the Air Cargo Center building located at 301 George Perry Blvd., El Paso, Texas to new premises in around Suite K in said Air Cargo Center building, all as further described in the attached Relocation Agreement; and the City Manager is further authorized to execute for and on behalf of Lessor any and all other instruments and documents contemplated by or related to the Relocation Agreement, provided that there is no modification to rental due under the Lease, or the term of the Lease, as amended by the Relocation Agreement.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, (915) 212-7301

**DISTRICT(S) AFFECTED:** District 3

**STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager, or designee, is authorized to sign the attached Third Amendment to Air Cargo Building Lease Agreement (the "Relocation Agreement") which amends the Air Cargo Center Agreement lease dated October 28, 2014 (as amended, the "Lease"), by and between the City of El Paso, Texas, a Texas municipal corporation (the "Lessor"), and Mesa Airlines, Inc., a Nevada corporation ("Lessee"), for the purpose of, inter alia, setting forth Lessor's and Lessee's agreements arising from or related to relocating Lessee from the current premises under the Lease at the El Paso International Airport in and around Suite B in the Air Cargo Center building located at 301 George Perry Blvd., El Paso, Texas to new premises in around Suite K in said Air Cargo Center building, all as further described in the attached Relocation Agreement; and the City Manager is further authorized to execute for and on behalf of Lessor any and all other instruments and documents contemplated by or related to the Relocation Agreement, provided that there is no modification to rental due under the Lease, or the term of the Lease, as amended by the Relocation Agreement.

**BACKGROUND / DISCUSSION:**

Mesa Airlines is a tenant of the City of El Paso International Airport (Airport) and is currently leasing Suite B located at the Air Cargo Center building located at 301 George Perry Blvd. Mesa Airlines will be relocating to Suite K in the same Air Cargo Center building. The move is in benefit of the Airport as it allows the Airport to maximize the use of the Airport's Air Cargo Facilities allowing the Airport to bring more tenants in realization of the Airport's development plans.

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



Sam Rodriguez, Aviation Director



## RESOLUTION

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

That the City Manager, or designee, is authorized to sign the attached Third Amendment to Air Cargo Building Lease Agreement (the "Relocation Agreement") which amends the Air Cargo Center Agreement lease dated October 28, 2014 (as amended, the "Lease"), by and between the City of El Paso, Texas, a Texas municipal corporation (the "Lessor"), and Mesa Airlines, Inc., a Nevada corporation ("Lessee"), for the purpose of, inter alia, setting forth Lessor's and Lessee's agreements arising from or related to relocating Lessee from the current premises under the Lease at the El Paso International Airport in and around Suite B in the Air Cargo Center building located at 301 George Perry Blvd., El Paso, Texas to new premises in around Suite K in said Air Cargo Center building, all as further described in the attached Relocation Agreement; and the City Manager is further authorized to execute for and on behalf of Lessor any and all other instruments and documents contemplated by or related to the Relocation Agreement, provided that there is no modification to rental due under the Lease, or the term of the Lease, as amended by the Relocation Agreement.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2023

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine, City Clerk

APPROVED AS TO FORM

*Larry Phifer*  
\_\_\_\_\_  
Larry Phifer  
Assistant City Attorney

APPROVED AS TO CONTENT:

*Samuel Rodriguez*  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

STATE OF TEXAS	)	Third Amendment to
	)	Air Cargo Building Lease Agreement
COUNTY OF EL PASO	)	(Premises Relocation Agreement)

This Third Amendment to Air Cargo Building Lease Agreement (this "**Agreement**") is by and between the **CITY OF EL PASO, TEXAS**, a Texas municipal corporation ("**Lessor**"), and **MESA AIRLINES, INC.**, a Nevada corporation ("**Lessee**").

**WITNESSETH:**

**WHEREAS**, pursuant to the Air Cargo Center Agreement lease dated October 28, 2014 (as amended by the First Amendment to Air Cargo Center Agreement dated October 29, 2019 and the Second Amendment to Air Cargo Center Agreement dated December 10, 2022, the "**Lease**") Lessor is leasing to Lessee premises at the El Paso International Airport (all as shown on EXHIBIT A attached hereto) located at: (1) 301 George Perry Blvd., Suite B (collectively, the following contiguous premises: the "**Current Office Premises**" and the "**Current Warehouse Premises**"), which is a part of the Air Cargo Building located at 301 George Perry Blvd. (the "**Air Cargo Building**"), (2) the vehicle parking premises ("**Current Vehicle Parking Premises**"), (3) the GSE parking premises (the "**Current GSE Parking Premises**"), and (4) the aircraft and GSE parking area (the "**Aircraft and GSE Parking Area**", as also shown on EXHIBIT A-1 attached hereto); and

**WHEREAS**, Lessor and Lessee have agreed to relocate and substitute the Current Office Premises, the Current Warehouse Premises, the Current Vehicle Parking Premises, and the Current GSE Parking Premises with other premises in and adjacent to the Air Cargo Building, and to amend other provisions of the Lease pursuant to such relocation, as provided in this Agreement;

**WHEREAS**, this relocation benefits the airport by allowing the airport to realize the overall development plan for the Air Cargo Building.

**NOW THEREFORE**, the parties agree as follows:

1. **Incorporation**. The recitals set forth above are incorporated into this Agreement.
2. **Warehouse Relocation**. Before November 1, 2023, Lessee will vacate and remove Lessee's property from the Current Warehouse Premises and surrender the same to Lessor, without any structural damage, and will relocate its warehousing to the new warehouse premises area in the Air Cargo Building shown on EXHIBIT B attached hereto (the "**New Warehouse Premises**"). As of the Effective Date of this Agreement, Lessee shall have the right to possession of the New Warehouse Premises and as of the date Lessee takes possession of the New Warehouse Premises, the definition of Premises in the Lease shall also include the New Warehouse Premises. As of the date Lessee surrenders possession of the Current Warehouse Premises to Lessor in the condition required by this Agreement, the definition of Premises in the Lease shall exclude the Current Warehouse Premises.

Lessor warrants and represents to Lessee that as of the Effective Date of this Agreement and prior to move in, Lessor has installed security fencing between the New Warehouse Premises and the adjacent suite premises.

3. **Office Relocation.** Lessor, at its sole cost, shall construct in the Air Cargo Building the new office premises in the location shown on EXHIBIT B attached hereto and in accordance with the plans attached as EXHIBIT C hereto (the “**New Office Premises**”), which work shall be performed in a good and workmanlike manner and in accordance with applicable law.

Lessor will provide Lessee temporary offices (“Temporary Offices”) next to the New Warehouse Premises to accommodate Lessee’s warehouse staff (the “**Temporary Office Premises**”) while the New Office Premises are completed and possession is delivered by the Lessor to the Lessee. The Temporary Office Premises shall not be considered part of the Premises for purposes of rent. The Lessor shall, at its sole cost, cause water, wastewater and electricity to be made available to the Temporary Offices until the New Office Premises are completed and possession is delivered to the Lessee. Lessee shall cause the Temporary Office Premises to be added to its commercial general liability policy required by Section 7.01 of the Lease for Lessee’s operations at such temporary offices, and (iv) **WITH RESPECT TO LESSEE’S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.03 OF THE LEASE, UNTIL LESSEE HAS VACATED THE TEMPORARY OFFICE PREMISES AND RELOCATED TO THE NEW OFFICE PREMISES, THE TERM “PREMISES” IN SECTION 7.03 OF THE LEASE SHALL MEAN “THE PREMISES AND THE TEMPORARY OFFICE PREMISES.”** Lessee may continue to occupy the Current Office Premises for use of its mechanics staff until the Lessor delivers possession of the New Office Premises to the Lessee (estimated delivery date of the New Office Premises is February 1, 2024). Lessee shall vacate and remove Lessee’s property from the Current Office Premises and the Temporary Office Premises, surrender the same to Lessor, without any structural damage, and relocate its offices and property to the New Office Premises within thirty (30) days after Lessor delivers possession of the New Office Premises to Lessee with the New Office Premises substantially complete (subject only to minor punch list items to be completed by Lessor as soon as reasonably practicable after delivery) (estimated delivery date of the New Office Premises is February 1, 2024).

As of the date Lessor tenders possession of the New Office Premises to Lessee with all construction substantially complete (subject only to minor punch list items to be completed by Lessor as soon as reasonably practicable after delivery), the definition of Premises in the Lease shall include the New Office Premises. As of the date Lessee surrenders possession of the Current Office Premises to Lessor in the condition required by this Agreement, the definition of Premises in the Lease shall exclude the Current Office Premises.

Lessor warrants to Lessee that the New Office Premises as delivered by Lessor to Lessee will not require any non-routine maintenance or repairs for a period of one (1) year after the date Lessor delivers possession of the New Office Premises to Lessee. Notwithstanding the foregoing, (i) Lessee's sole and exclusive remedy for a breach of the foregoing warranty shall be to require Lessor to make the applicable repairs within thirty (30) days after written demand (or within such additional time as may be required under the circumstances), provided, however, Lessor shall not be responsible for any such repair necessitated by the negligence or willful misconduct of Lessee, its agents, or contractors.

4. **Parking Relocation.** Until Lessee has completed relocation to the New Warehouse Premises and New Office Premises, Lessee shall have the right to use for parking the Current Vehicle Parking Premises, Current GSE Parking Premises, and the "New Vehicle Parking Premises" and "New GSE Parking Premises" shown on EXHIBIT B attached hereto. When Lessee commences using any of the new parking premises shown on EXHIBIT B attached hereto, the definition of Premises in the Lease shall thereafter include such new parking premises. As of the date Lessee surrenders possession of the Current Office Premises to Lessor in the condition required by this Agreement (the "Relocation Completion Date"), the definition of Premises in the Lease shall exclude the Current Vehicle Parking Premises and Current GSE Parking Premises and include the New Vehicle Parking Premises and New GSE Parking Premises (to the extent such premises are not already included in the definition due to Lessee's prior use of such parking areas).
5. **New Definition of Premises.** The parties acknowledge that, in accordance with the foregoing, as of the Relocation Completion Date, the complete definition of "Premises" in Section 1.01 of the Lease shall be:
  - A. The New Office Premises and New Warehouse Premises containing 10,648 square feet, more or less, as shown on EXHIBIT B attached hereto, and also known as Air Cargo Center, 301 George Perry Blvd., Suite K, for Lessee's exclusive use.
  - B. The New Vehicle Parking Premises, containing 1,300 square feet, more or less, as shown on EXHIBIT B attached hereto, for vehicle parking.
  - C. The exclusive use of the New GSE Parking Premises, containing 1,300 square feet, more or less, as shown on EXHIBIT B attached hereto, for ground service equipment parking.
  - D. The Aircraft and GSE Parking Area, containing 25,000 square feet, more or less, as shown on EXHIBIT B and EXHIBIT A-1 attached hereto, for Lessee's exclusive use.
6. **Aircraft and GSE Parking Area.** Subject to the terms of the Lease, as amended by this Agreement, Lessee shall continue to have the same rights and obligations with

respect to the Aircraft and GSE Parking Area, including, without limitation, the obligation, upon the expiration or earlier termination of the Lease, to remove all improvements as provided in Section 10.02 of the Lease.

7. **Term Extension; Termination of Options.** The current term of the Lease is extended through April 30, 2026 (the "Lease Expiration Date"). All of Lessee's options to extend or renew the term of the Lease are terminated, including, without limitation, all options to extend the term of the Lease pursuant to Section 4.02 of the Lease.
8. **Rental.** Until the Relocation Completion Date, Lessee shall not pay any rent on the Temporary Office Premises, the New Warehouse Premises, the Current Vehicle Parking Premises, the New Vehicle Parking Premises, the Current GSE Parking Premises, or the New GSE Parking Premises. Lessee shall continue to pay Lessor full rental on the Current Office Premises and Aircraft and GSE Parking Area, as provided in the Lease without regard to this Agreement or to any changes to square footage of Premises or Premises locations, until the first calendar month following the Relocation Completion Date. Except for the Aircraft and GSE Parking Area, for which full rental shall be paid and for which there shall be no rent abatement, for the first eight (8) calendar months following the month in which the Relocation Completion Date occurs (the "**Rent Abatement Period**"), rental due under Section 5.01 of the Lease shall be \$0.00.

Commencing after the Rent Abatement Period and continuing through the Lease Expiration Date, Lessee shall pay Lessor rental under Section 5.01 of the Lease as follows:

Rental Fee	Sq. Ft.	Annual Rate	Annual Rent	Monthly Rent
Office/ Warehouse	10,648	\$6.51	\$69,318.48	\$5,776.54
Vehicle Parking	1,300	\$0.73	\$943.80	\$78.65
GSE Parking	1,300	\$0.73	\$943.80	\$78.65
Aircraft & GSE Parking	25,000	\$0.73	\$18,150	\$1,512.50
Total			\$89,356.08	\$7,446.34

The foregoing rental will not be adjusted (i) due to any rental adjustment provisions in the Lease, including, without limitation, any CPI or other adjustment provisions in Section 5.01 of the Lease, or (ii) due to the difference, if any, between the stated square footage of the Premises in this Agreement and the actual square footage of the Premises.

9. **Proof of Insurance.** Prior to accessing, occupying, or using any new Premises location, as defined in Section 5 of this Agreement, Lessee shall deliver to Lessor

certificate(s) of insurance showing that Lessee's operations at such location are covered by the liability insurance required by Section 7.01 of the Lease.

10. **Memorandum**. After the Relocation Completion Date, upon the request of either party, Lessor and Lessee agree to execute a mutually acceptable memorandum regarding this Agreement in the form attached hereto as EXHIBIT D.
11. **Automatic Amendment**. Any provision in the Lease that is inconsistent with this Agreement, including any exhibits thereto, shall automatically be amended, to the extent necessary, to be consistent with this Agreement.
12. **Ratification**. Except as herein amended, all other terms and conditions of the Lease not specifically modified by this Agreement shall remain unchanged and in full force and effect.
13. **Effective Date**. This Agreement shall be effective upon the date it is approved by the El Paso City Council.

[signature page(s) follow]

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this \_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_.

**LESSOR: CITY OF EL PASO:**

\_\_\_\_\_  
Cary S. Westin, Interim City Manager

**APPROVED AS TO FORM:**

*Larry Phifer*

\_\_\_\_\_  
Larry Phifer  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Samuel Rodriguez*

\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

STATE OF TEXAS )

COUNTY OF EL PASO )

This Instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by Cary S. Westin, Interim City Manager of the City of El Paso, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Commission Expires:  
Notary's Name (printed)

\_\_\_\_\_

*(Signatures continue on the following page)*

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

ATTEST:

LESSEE: MESA AIRLINES, INC.

a Nevada corporation

Name: Jennifer Efflandt

Name: MICHAEL LETZ  
Title: PRESIDENT

ACKNOWLEDGMENT

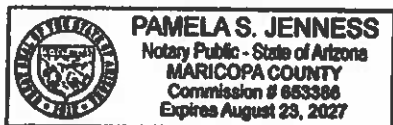
THE STATE OF ARIZONA

COUNTY OF MARICOPA

This Instrument was acknowledged before me on the 17 day of OCTOBER, 2023  
by MICHAEL LETZ of Mesa Airlines, Inc., a Nevada  
corporation, on behalf of said corporation.

[Signature]  
Notary Public, State of

My Commission Expires:  
Aug. 23, 2027

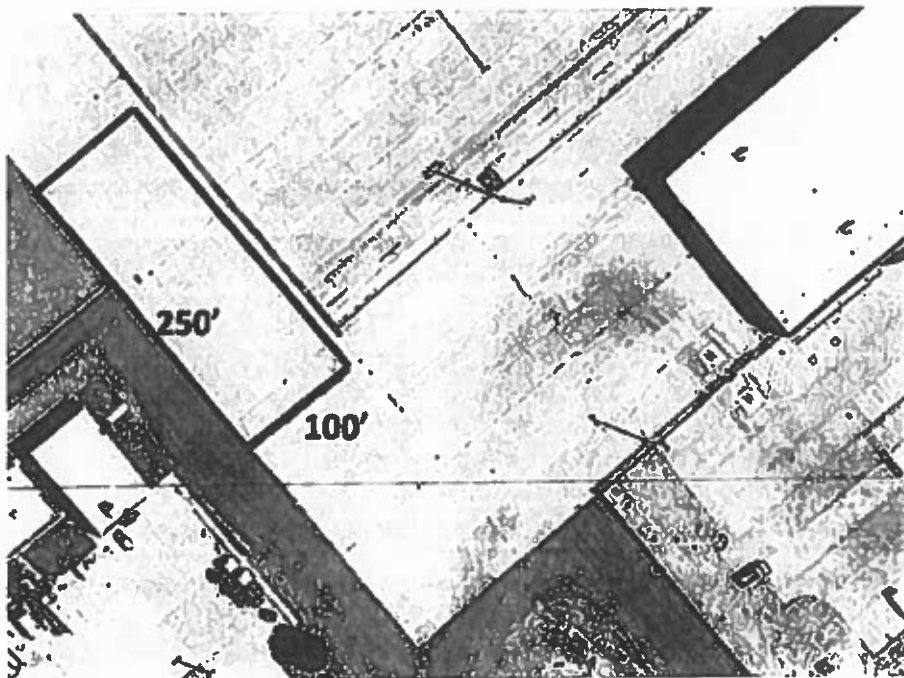




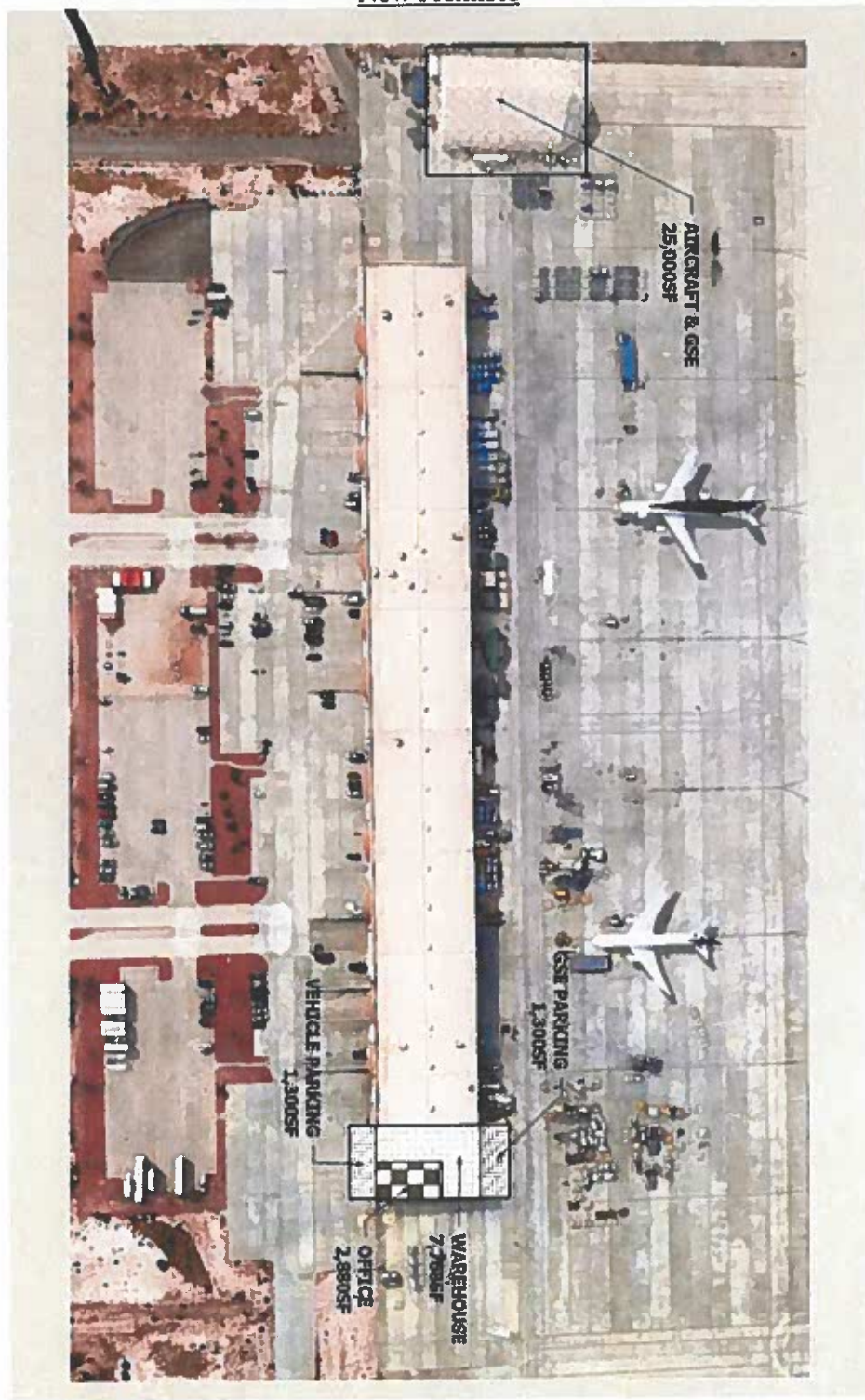
**EXHIBIT A**  
**Current Premises**



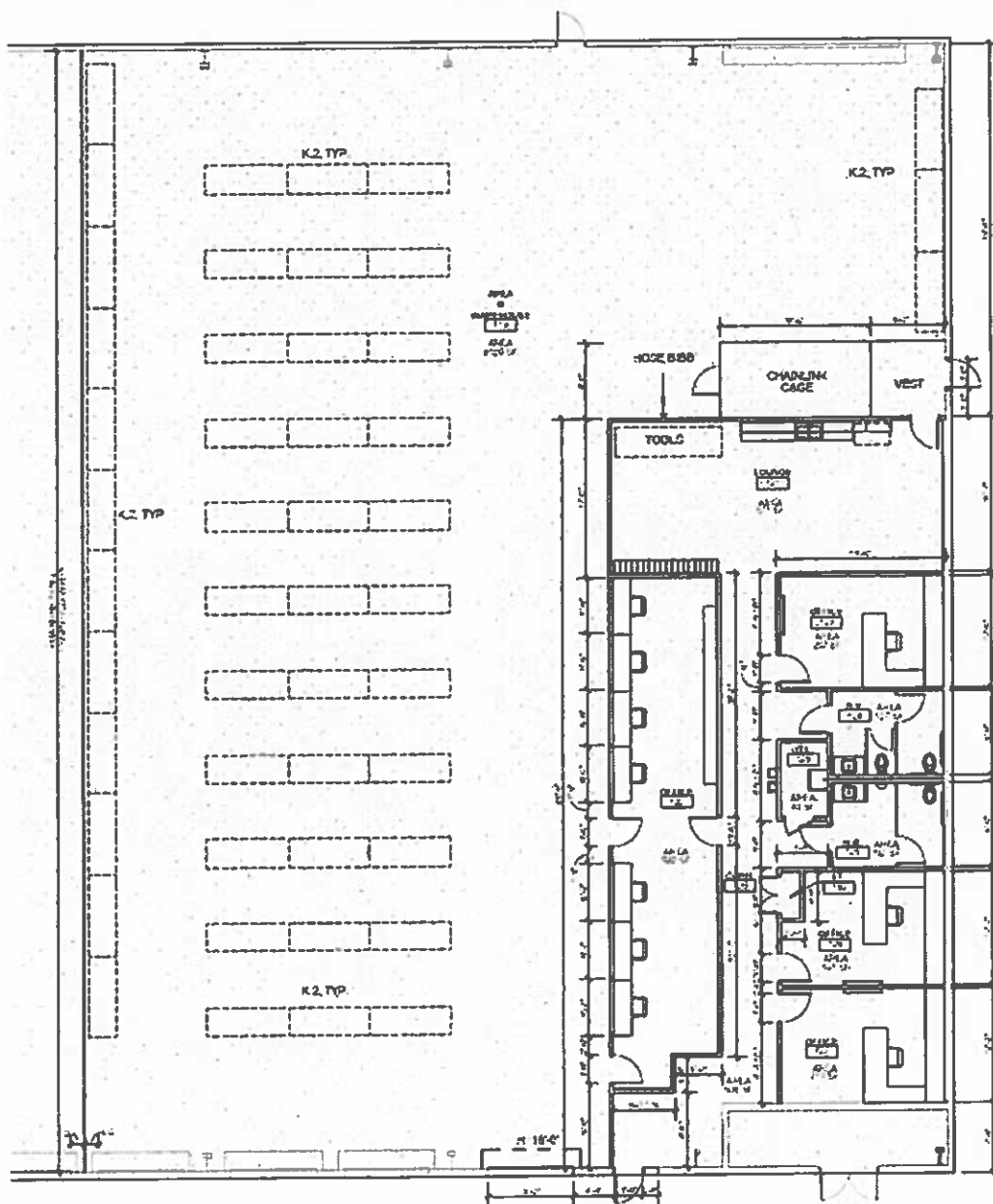
**EXHIBIT A-1**  
**Aircraft and GSE Parking Area**



**EXHIBIT B**  
**New Premises**



**EXHIBIT C**  
**New Office Premises Plans**



**EXHIBIT D****MEMORANDUM OF AGREEMENT**  
**Regarding Premises Relocation Agreement**

This Memorandum of Agreement (this "**Agreement**") is being executed pursuant to the Third Amendment to Air Cargo Building Lease Agreement (the "**Relocation Agreement**") dated \_\_\_\_\_ by and between the **CITY OF EL PASO, TEXAS**, a Texas municipal corporation ("**Lessor**"), and **MESA AIRLINES, INC.**, a Nevada corporation ("**Lessee**"), for premises at the El Paso International Airport in and around the Air Cargo Building located at 301 George Perry Blvd.

With respect to the Relocation Agreement, the parties agree as follows:

1. Lessor delivered possession of the New Warehouse Premises to Lessee on:  
\_\_\_\_\_
2. Lessee surrendered possession of the Current Warehouse Premises to Lessor on:  
\_\_\_\_\_
3. Lessor delivered possession of the New Office Premises to Lessee on:  
\_\_\_\_\_
4. The Relocation Completion Date and the date Lessee surrendered possession of the Current Office Premises to Lessor is: \_\_\_\_\_
5. The Rent Abatement Period is from \_\_\_\_\_ to \_\_\_\_\_

[ signature page(s) follow ]



Effective as of the date fully signed and acknowledged.

**LESSOR'S SIGNATURE AND ACKNOWLEDGMENT**  
to Memorandum of Agreement

**LESSOR: CITY OF EL PASO:**

\_\_\_\_\_  
Cary S. Westin, Interim City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Larry Phifer  
Assistant City Attorney

\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

**STATE OF TEXAS            )**  
   **)**  
**COUNTY OF EL PASO        )**

This Instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by Cary S. Westin, Interim City Manager of the **City of El Paso**, a Texas municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Commission Expires:  
Notary's Name (printed)

\_\_\_\_\_

*(Signatures continue on the following page)*

**LESSEE'S SIGNATURE AND ACKNOWLEDGMENT**  
to Memorandum of Agreement

ATTEST:

**LESSEE: MESA AIRLINES, INC.**  
a Nevada corporation

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**THE STATE OF** \_\_\_\_\_ )

**COUNTY OF** \_\_\_\_\_ )

This Instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023  
by \_\_\_\_\_ of **Mesa Airlines, Inc.**, a Nevada  
corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_



Legislation Text

---

**File #:** 23-1369, **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.*

**Districts 1, 2, 3, 4, 6, 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**

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Nicholas Ybarra, (915) 212-6000

**DISTRICT(S) AFFECTED:** 1, 2, 3, 4, 6, 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:**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Environmental Services Department

**SECONDARY DEPARTMENT:**

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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

**ATTACHMENT A**  
**SOLID WASTE LIENS**  
**October 24,2023**

<b>Address</b>	<b>Owner of Record</b>	<b>Amount</b>	<b>District</b>
PID #S987-999-0120-1100	TROPICANA DEVELOPMENT INC	\$732.00	1
7955 ARTCRAFT RD	TUNDRA PROPERTIES LLC	\$1,690.00	1
204 EASY WAY	GONZALEZ REBECCA & LINARES NOAH	\$293.00	1
PID #S987-999-0090-1900	TROPICANA DEVELOPMENT INC	\$372.50	1
2824 NATIONS AVE	REYES MIGUEL & 3	\$415.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$319.75	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$325.25	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$346.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$332.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$457.00	2
4315 POLLARD ST	TRUJILLO MAXIMIANO L & MANUELA B	\$406.00	2
7221 NORTH LOOP DR	ESCOBAR ANTONIO R	\$412.00	3
7225 NORTH LOOP DR	ESCOBAR ANTONIO R	\$540.00	3
7229 STILES DR	HYATT SUSANA D & DOMINGUEZ & 2	\$496.00	3
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$419.00	4
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	\$532.50	4
10737 OBSIDIAN ST	LITTLE BRUCE W & DESIREE	\$368.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$332.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$345.50	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$341.50	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$332.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$342.00	4

10068 MANITOBA ST	GONZALEZ CONCEPCION & ANGELIN	\$452.00	4
5717 DAVID M BROWN CT	EL DEEN HATEM N	\$347.50	4
10960 DUSTER DR	TALBOT MATTHEW	\$423.50	4
11457 LUCIO MORENO DR	WATTS SHAWN & DAGUCON MICAELA	\$317.50	4
4625 ROBERT HOLT DR	ARCE LUIS & ANAYSA V	\$347.50	4
11967 ROSEANN CT	RODRIGUEZ ROSEANN	\$515.00	6
11987 ROSEANN CT	MARTINEZ JOAQUIN T	\$426.50	6
9195 JOE BATTLE BLVD	BLUE FLAMINGO IVLP	\$413.00	6
8921 ALAMEDA AVE	MONFA REALTY LLC	\$361.00	7
10473 SEAWOOD DR	WALKER EDMOND JR	\$396.00	7
152 DAVIS DR	CERVANTES MARIA	\$515.50	7
409 MORERAS CT	KOLLAR JAMES E & BETTY	\$362.50	7
9725 ALAMEDA AVE	MARTINEZ NORA & BERTHA A MARTINEZ 2017 IRREV TRUST	\$379.50	7
9185 TENANGO DR	ARAGON OFELIA M	\$361.00	7
2101 CENTRAL AVE	LICON-GONZALEZ PEDRO D J	\$459.50	8
1020 E SEVENTH AVE	ANDRADE PROPERTIES LLC	\$368.00	8
3516 RIVERA AVE	GUTIERREZ JOSE I	\$1,100.00	8

## **RESOLUTION**

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

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

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

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

Lot 11, Block 12, Sunset Terrace #4 Subdivision, City of El Paso,  
El Paso County, Texas, PID #S987-999-0120-1100

to be \$732.00, 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 March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED THIRTY TWO AND 00/100 DOLLARS (\$732.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, TUNDRA 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:

7955 Artcraft Rd, more particularly described as Lot 2 (74291.00 Sq Ft), Block 2, Artcraft Commercial #2 Subdivision, City of El Paso, El Paso County, Texas, PID #A759-999-0020-0200

to be \$1690.00, 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 6th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND SIX HUNDRED NINETY AND 00/100 DOLLARS (\$1690.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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 REBECCA & LINARES NOAH, 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:

204 Easy Way, more particularly described as Sur 241 Abst 2425 Tr  
12-A (0.227 Ac), Nellie D Mundy Subdivision, City of El Paso, El  
Paso County, Texas, PID #X241-999-12A0-0101

to be \$293.00, 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 March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED NINETY THREE AND 00/100 DOLLARS (\$293.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

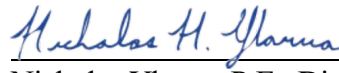
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, TROPICANA DEVELOPMENT INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

Lot 19 (Exc Ely Pt) (6648.00 Sq Ft), Block 9, Sunset Terrace #4  
Subdivision, City of El Paso, El Paso County, Texas, PID #S987-  
999-0090-1900

to be \$372.50, 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 7th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY TWO AND 50/100 DOLLARS (\$372.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

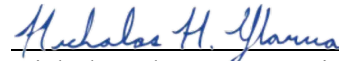
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, REYES MIGUEL & 3, 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:

2824 Nations Ave, more particularly described as Lots 20 & 21 & E  
1/2 Of 22 (7500 Sq Ft), Block 14, Military Heights Subdivision, City  
of El Paso, El Paso County, Texas, PID #M436-999-0140-7100

to be \$415.00, 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 April, 2016, 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 FIFTEEN AND 00/100 DOLLARS (\$415.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CHEVALIER JUANA 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:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

to be \$319.75, 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 January, 2017, 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 NINETEEN AND 75/100 DOLLARS** (\$319.75) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CHEVALIER JUANA 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:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

to be \$325.25, 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 January, 2018, 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 25/100 DOLLARS (\$325.25) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CHEVALIER JUANA 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:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

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 18th day of December, 2018, 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

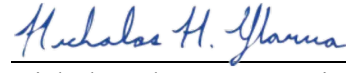
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CHEVALIER JUANA 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:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

to be \$332.00, 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 December, 2019, 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 TWO AND 00/100 DOLLARS (\$332.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

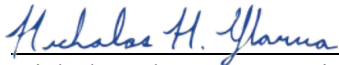
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CHEVALIER JUANA 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:

512 Raynolds St, more particularly described as Lot 116 (6000 Sq Ft), Block 20, Loretto Place Subdivision, City of El Paso, El Paso County, Texas, PID #L681-999-0200-2900

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 28th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, TRUJILLO MAXIMIANO L & MANUELA B, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

4315 Pollard St, more particularly described as S 55 Ft Of 19 & 20  
(2750 Sq Ft), Block 57, Morningside Heights Subdivision, City of  
El Paso, El Paso County, Texas, PID #M794-999-0570-4500

to be \$406.00, 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 February, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS (\$406.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

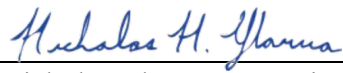
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

7221 North Loop Dr, more particularly described as Tr 31 (1.00 Ac),  
Palmdale Acres Subdivision, City of El Paso, El Paso County,  
Texas, PID #P174-999-0010-4600

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 18th day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

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

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

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

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

7225 North Loop Dr, more particularly described as Tr 29 (1.00 Ac),  
Palmdale Acres Subdivision, City of El Paso, El Paso County,  
Texas, PID #P174-999-0010-3600

to be \$540.00, 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 January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FORTY AND 00/100 DOLLARS (\$540.00) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, HYATT SUSANA D & DOMINGUEZ & 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:

7229 Stiles Dr, more particularly described as Lot 41 (0.473 Ac),  
Block 7, Stiles Gardens Subdivision, City of El Paso, El Paso  
County, Texas, PID #S658-999-0070-5500

to be \$496.00, 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 November, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY SIX AND 00/100 DOLLARS (\$496.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, MORRIS OLIN BRIAN, 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:

5201 Prince Edward Ave, more particularly described as Lots 10 &  
W 1 Ft Of 9, Block 32, Colonia Verde Subdivision, City of El Paso,  
El Paso County, Texas, PID #C741-999-0320-1900

to be \$419.00, 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 September, 2019, 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 NINETEEN AND 00/100 DOLLARS (\$419.00) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

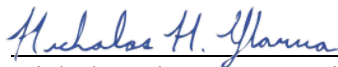
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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 SALVADOR JR & ELIZABETH 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:

10508 Hermes Dr, more particularly described as Lot 17 (7899 Sq Ft), Block 29, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0290-3300

to be \$532.50, 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 February, 2018, 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 THIRTY TWO AND 50/100 DOLLARS (\$532.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LITTLE BRUCE W & DESIREE, 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:

10737 Obsidian St, more particularly described as Lot 33, Block 9,  
Shearman #3 Subdivision, City of El Paso, El Paso County, Texas,  
PID #S363-999-0090-6500

to be \$368.00, 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 July, 2020, 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 SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

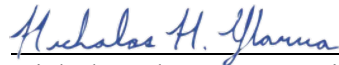
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LANE SUSAN, 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:

10907 Golden Sands Dr, more particularly described as Lot 1  
(6469.02 Sq Ft), Block 26, Pleasant Hills #7 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P863-999-0260-0100

to be \$332.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of October, 2018, 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 TWO AND 00/100 DOLLARS (\$332.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

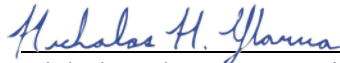
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LANE SUSAN, 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:

10907 Golden Sands Dr, more particularly described as Lot 1  
(6469.02 Sq Ft), Block 26, Pleasant Hills #7 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P863-999-0260-0100

to be \$345.50, 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 31st day of August, 2017, 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 FIVE AND 50/100 DOLLARS (\$345.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LANE SUSAN, 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:

10907 Golden Sands Dr, more particularly described as Lot 1  
(6469.02 Sq Ft), Block 26, Pleasant Hills #7 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P863-999-0260-0100

to be \$341.50, 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 24th day of April, 2018, 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 50/100 DOLLARS (\$341.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

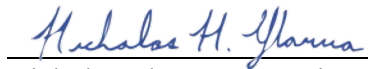
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LANE SUSAN, 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:

10907 Golden Sands Dr, more particularly described as Lot 1  
(6469.02 Sq Ft), Block 26, Pleasant Hills #7 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P863-999-0260-0100

to be \$332.00, 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 November, 2019, 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 TWO AND 00/100 DOLLARS (\$332.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

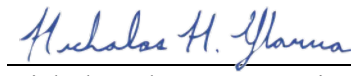
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LANE SUSAN, 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:

10907 Golden Sands Dr, more particularly described as Lot 1  
(6469.02 Sq Ft), Block 26, Pleasant Hills #7 Subdivision, City of El  
Paso, El Paso County, Texas, PID #P863-999-0260-0100

to be \$342.00, 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 May, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY TWO AND 00/100 DOLLARS (\$342.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

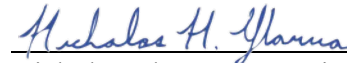
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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 CONCEPCION & ANGELIN, 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:

10068 Manitoba St, more particularly described as Lot 8, Block 5,  
Colonia Verde Subdivision, City of El Paso, El Paso County, Texas,  
PID #C741-999-0050-2200

to be \$452.00, 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 January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY TWO AND 00/100 DOLLARS (\$452.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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 DEEN HATEM N, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

5717 David M Brown Ct, more particularly described as Lot 22  
(4700.00 Sq Ft), Block 7, Columbia North Subdivision, City of El  
Paso, El Paso County, Texas, PID #C742-999-0070-2200

to be \$347.50, 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 23rd day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leeser, 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, TALBOT MATTHEW, 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:

10960 Duster Dr, more particularly described as Lot 2 (5500.00 Sq Ft), Block 5, Sandstone Ranch #1 (Amending) Subdivision, City of El Paso, El Paso County, Texas, PID #S137-999-0050-0200

to be \$423.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY THREE AND 50/100 DOLLARS (\$423.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, WATTS SHAWN & DAGUCON MICAELA, 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:

11457 Lucio Moreno Dr, more particularly described as Lot 2  
(5605.26 Sq Ft), Block 27, Sandstone Ranch Estates #3 Subdivision,  
City of El Paso, El Paso County, Texas, PID #S138-999-0270-0200

to be \$317.50, 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 March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTEEN AND 50/100 DOLLARS (\$317.50) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, ARCE LUIS & ANAYSA V, 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:

4625 Robert Holt Dr, more particularly described as Lot 16 (5722.04 Sq Ft), Block 31, Castner Heights #8 Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0310-1600

to be \$347.50, 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 February, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SEVEN AND 50/100 DOLLARS (\$347.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

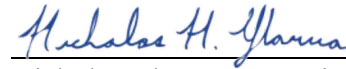
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, RODRIGUEZ ROSEANN, 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:

11967 Roseann Ct, more particularly described as Lot 12 (13992.89 Ac), Block 1, Acosta Subdivision Subdivision, City of El Paso, El Paso County, Texas, PID #A135-999-0010-1200

to be \$515.00, 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 January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIFTEEN AND 00/100 DOLLARS (\$515.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

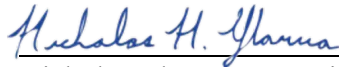
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leeser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ JOAQUIN 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:

11987 Roseann Ct, more particularly described as Lot 17 (13373.63 Ac), Block 1, Acosta Subdivision Subdivision, City of El Paso, El Paso County, Texas, PID #A135-999-0010-1700

to be \$426.50, 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 6th day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY SIX AND 50/100 DOLLARS (\$426.50) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, BLUE FLAMINGO IVLP, 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:

9195 Joe Battle Blvd, more particularly described as Tr 5-F  
(99.1737 Ac), Block 79, Tsp 2 Sec 44 T & P Surv Subdivision, City  
of El Paso, El Paso County, Texas, PID #X579-999-2440-3094

to be \$413.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of March, 2023, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeser  
Mayor

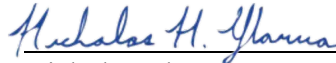
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, MONFA REALTY 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:

8921 Alameda Ave, more particularly described as Lots 1 To 7 & 24 To 26 & Int In Alley & Old H/W & Clsd St Adj (28950.00 Sq Ft) & 3 Home Improvement #1 Pt Of 9 & 10 & Clsd St Adj (2390.00 Sq Ft), Block 2, Home Improvement #1 Subdivision, City of El Paso, El Paso County, Texas, PID #H743-999-0020-0100

to be \$361.00, 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 December, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$361.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor

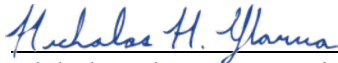
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, WALKER EDMOND JR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

10473 Seawood Dr, more particularly described as Lot 18 (6695 Sq Ft), Block 47, Eastwood Subdivision, City of El Paso, El Paso County, Texas, PID #E207-999-0470-3500

to be \$396.00, 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 13th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY SIX AND 00/100 DOLLARS (\$396.00) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leoser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, CERVANTES MARIA, 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:

152 Davis Dr, more particularly described as Tr 18-E (3.69 Ac),  
Block 36, Ysleta Subdivision, City of El Paso, El Paso County,  
Texas, PID #Y805-999-036B-1817

to be \$515.50, 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 31st day of January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIFTEEN AND 50/100 DOLLARS (\$515.50) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, KOLLAR JAMES E & BETTY, 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:

409 Moreras Ct, more particularly described as Lot 18 (6812.08 Sq Ft), Block 9-A, Marian Manor Subdivision, City of El Paso, El Paso County, Texas, PID #M095-999-009A-3500

to be \$362.50, 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 2<sup>nd</sup> day of February, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY TWO AND 50/100 DOLLARS (\$362.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

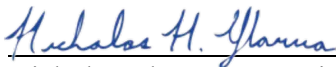
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ NORA & BERTHA A MARTINEZ 2017 IRREV TRUST, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

9725 Alameda Ave, more particularly described as Nw 5.0088  
Acres Of Tr 3, Picnic Grove Subdivision, City of El Paso, El Paso  
County, Texas, PID #P731-999-0010-1900

to be \$379.50, 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 16th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY NINE AND 50/100 DOLLARS (\$379.50) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leeson  
Mayor

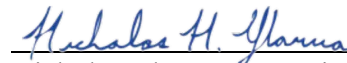
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, ARAGON OFELIA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

9185 Tenango Dr, more particularly described as Lot 12, Block 13,  
Colonia Del Valle Subdivision, City of El Paso, El Paso County,  
Texas, PID #C732-999-0130-2300

to be \$361.00, 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 February, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 00/100 DOLLARS (\$361.00) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:


\_\_\_\_\_  
Oscar Leaser  
Mayor

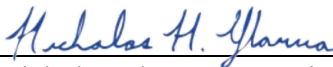
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, 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, LICON-GONZALEZ PEDRO D 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:

2101 Central Ave, more particularly described as Lots 52 To 56  
(13750.00 Sq Ft), Block B, Bassett Subdivision, City of El Paso, El  
Paso County, Texas, PID #B202-999-000B-7500

to be \$459.50, 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 8th day of March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY NINE AND 50/100 DOLLARS (\$459.50) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

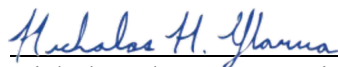
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2023,  
by Oscar Leeser, 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, ANDRADE 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:

1020 E Seventh Ave, more particularly described as Lots 9 & 10  
(6600 Sq Ft), Block 36, Magoffin Subdivision, City of El Paso, El  
Paso County, Texas, PID #M028-999-0360-4300

to be \$368.00, 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 March, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) 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 \_\_\_\_\_, 2023.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
*Leslie B. Jean-Pierre*  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
*Nicholas H. Ybarra*  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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

## **RESOLUTION**

**WHEREAS**, in accordance with Chapter 9.04 of the El Paso City Code, GUTIERREZ JOSE I, 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:

3516 Rivera Ave, more particularly described as Lots 24 & 25 (7000 Sq Ft), Block G, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-000G-3600

to be \$1100.00, 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 January, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$1100.00) 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 \_\_\_\_\_, 2023.


CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeson  
Mayor

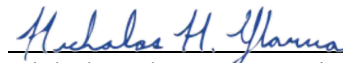
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
  
Leslie B. Jean-Pierre  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
  
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 \_\_\_\_\_, 2023,  
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

\_\_\_\_\_

**PREPARED IN THE OFFICE OF:**

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

**FOR PAY-OFF INFORMATION PLEASE CONTACT:**

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



**ATTACHMENT A**  
**SOLID WASTE LIENS**  
**October 24,2023**

<b>Address</b>	<b>Owner of Record</b>	<b>Amount</b>	<b>District</b>
PID #S987-999-0120-1100	TROPICANA DEVELOPMENT INC	\$732.00	1
7955 ARTCRAFT RD	TUNDRA PROPERTIES LLC	\$1,690.00	1
204 EASY WAY	GONZALEZ REBECCA & LINARES NOAH	\$293.00	1
PID #S987-999-0090-1900	TROPICANA DEVELOPMENT INC	\$372.50	1
2824 NATIONS AVE	REYES MIGUEL & 3	\$415.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$319.75	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$325.25	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$346.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$332.00	2
512 RAYNOLDS ST	CHEVALIER JUANA C	\$457.00	2
4315 POLLARD ST	TRUJILLO MAXIMIANO L & MANUELA B	\$406.00	2
7221 NORTH LOOP DR	ESCOBAR ANTONIO R	\$412.00	3
7225 NORTH LOOP DR	ESCOBAR ANTONIO R	\$540.00	3
7229 STILES DR	HYATT SUSANA D & DOMINGUEZ & 2	\$496.00	3
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$419.00	4
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	\$532.50	4
10737 OBSIDIAN ST	LITTLE BRUCE W & DESIREE	\$368.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$332.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$345.50	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$341.50	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$332.00	4
10907 GOLDEN SANDS DR	LANE SUSAN	\$342.00	4



Legislation Text

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**File #:** 23-1395, **Version:** 2

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**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 6**

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.*

A Resolution that the City Manager be authorized to sign and accept on behalf of the City a Public Pond Dedication Deed from EIS PASO, LLC., dedicating to the City of El Paso for the use as a public pond 0.87 acres of land legally described as *Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas*, and being more fully described by metes and bounds in Exhibit "A" and survey in Exhibit "B" attached to the Resolution and made a part hereof for all purposes.

Subject Property: Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas.

Applicant: Conde Inc., SURW23-00011

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** October 24, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Alex Alejandre, (915) 212-1642

**DISTRICT(S) AFFECTED:** District 6

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

A resolution that the City Manager be authorized to sign and accept on behalf of the City a Public Pond Dedication Deed from **EIS PASO, LLC.**, dedicating to the **City of El Paso** for the use as a public pond 0.87 acres of land legally described as *Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas*, and being more fully described by metes and bounds in Exhibit "A" and survey in Exhibit "B" attached hereto and made a part hereof for all purposes.

Subject Property: Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas

Applicant: Conde Inc., SURW23-00011

**BACKGROUND / DISCUSSION:**

The applicant is requesting to dedicate a retention pond of approximately 0.87 acres in size. The area consists of 4 unimproved lots and is currently under construction. The retention pond will be dedicated to El Paso Water. City Plan Commission recommended 7-0 to approve the proposed dedication request on July 27, 2023.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

---

*Philip Etiwe*

## RESOLUTION

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

A resolution that the City Manager be authorized to sign and accept on behalf of the City Public Pond Dedication Deed from **EIS PASO, LLC.**, dedicating to the **CITY OF EL PASO, TEXAS** for the use as public pond 0.87 acres of land legally described as Lots 55 through 58, Wells Park Subdivision First Replat, City Of El Paso, El Paso County, Texas, and being more fully described by metes and bounds and surveys in Exhibits "A" and "B" of the Dedication Deed attached hereto and made a part hereof for all purposes.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

### THE CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**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.**

STATE OF TEXAS           §  
                                      §                           **DEDICATION DEED**  
COUNTY OF EL PASO   §

KNOW ALL MEN BY THESE PRESENTS: That **EIS Paso, LLC**, ("Grantor"), does hereby DEDICATE, GRANT, and CONVEY to the City of El Paso, Texas, ("Grantee"), as public pond for utility purposes, including the right of ingress, egress, and regress therein, and easements to construct, maintain, public streets and utilities, or any other public purpose authorized by Local Government Code Section 273.001 and deemed necessary by Grantee into and through all that certain real property located in the City of El Paso, County of El Paso, State of Texas being 0.87 acres of land legally described as:

A 0.87-acre portion consisting of Lots 55 through 58, Wells Park Subdivision First Replat, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds and surveys in Exhibits "A" and "B" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above conveyed property for the purposes aforesaid unto the City of El Paso, its successors and assigns, forever and the Grantor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the rights herein granted, unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the following signatures and seal this 9<sup>th</sup> day of October, 2023.

**GRANTOR**  
**EIS Paso, LLC:**

By: Mesita Investors, L.L.C.  
Its: Manager

By:   
Meyer Marcus, Manager

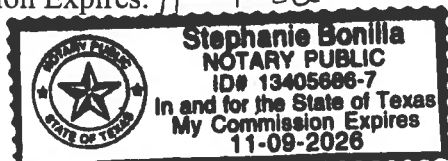
(Acknowledgment on following page)

## ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                   §  
 COUNTY OF EL PASO   §

This instrument was acknowledged before me on the 9th day of October 2023, by Meyer Marcus as Manager of Mesita Investors, L.L.C., Manager of EIS Paso, LLC, on behalf of said limited liability company.

My Commission Expires: 11-9-26



Stephanie Bonilla  
 Notary Public, State of Texas  
 Notary's Printed Name:

GRANTEE  
 CITY OF EL PASO

By: \_\_\_\_\_  
 Cary Westin, Interim City Manager

APPROVED AS TO FORM:

Russell Abeln  
 Russell T. Abeln  
 Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

STATE OF TEXAS       )  
                                   )  
 COUNTY OF EL PASO   )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Cary Westin, Interim City Manager of the City of El Paso, a municipality, on behalf of said municipality.

\_\_\_\_\_  
 NOTARY PUBLIC IN AND FOR  
 THE STATE OF TEXAS

AFTER RECORDING, RETURN TO:

City of El Paso  
 Planning & Inspections Department – Planning Division  
 Attn: Planning Director  
 801 Texas Avenue  
 El Paso, Texas 79901

## EXHIBIT "A"

Prepared for: Mimco, Inc.  
March 30, 2023

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lots 55 through 58, Wells Park Subdivision First Replat, recorded in Volume 2, Page 48, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found  $\frac{1}{2}$ " rebar on the southerly right of way line of Montana Avenue, from which a found TX.D.O.T. brass cap bears South  $67^{\circ}51'24''$  East (South  $64^{\circ}45'28''$  East, File# 20220023592) a distance of 136.79 feet; Thence along said right of way line, South  $81^{\circ}12'00''$  West a distance of 105.49 feet to a found  $\frac{1}{2}$ " rebar with cap marked TX 5152 for the northwesterly corner of Wells Park First Replat; from which a found  $\frac{1}{2}$ " rebar with cap marked TX 2564 bears South  $82^{\circ}03'40''$  West a distance of 0.65 feet, Thence leaving said right of way line and along the westerly line of Wells Park First Replat, S00°33'00" East a distance of 50.23 to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 for the **"TRUE POINT OF BEGINNING"**

Thence along the westerly said right of way line of Sharon Lane, 236.75 feet along the arc of a curve to the left which has a radius of 395.93 feet, a central angle of  $34^{\circ}15'38''$  a chord which bears, South  $17^{\circ}40'36''$  East a distance of 233.24 feet to a set  $\frac{1}{2}$ " rebar with cap marked "TX. 5152" for a point of reverse curve;


Thence along said right of way line 114.82 feet along the arc of a curve to the right which has a radius of 192.05 feet, a central angle of  $34^{\circ}15'20''$  a chord which bears, South  $17^{\circ}40'40''$  East a distance of 113.12 feet to a set  $\frac{1}{2}$ " rebar with cap marked "TX. 5152" on the westerly right of way line of Michael Drive;

Thence along said right of way line, South  $00^{\circ}33'00''$  East a distance of 225.00 feet to a set  $\frac{1}{2}$ " rebar with a cap marked "TX. 5152";

Thence leaving said right of way line, South  $89^{\circ}27'00''$  West a distance of 102.00 feet to a set  $\frac{1}{2}$ " rebar with a cap marked "TX. 5152" on the westerly line of Wells Park First Replat;

Thence along said line, North  $00^{\circ}33'00''$  West a distance of 556.00 feet to **"TRUE POINT OF BEGINNING"** and containing 37,732 square feet or 0.8662 acres of land more or less.

Note: a drawing of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No 5152

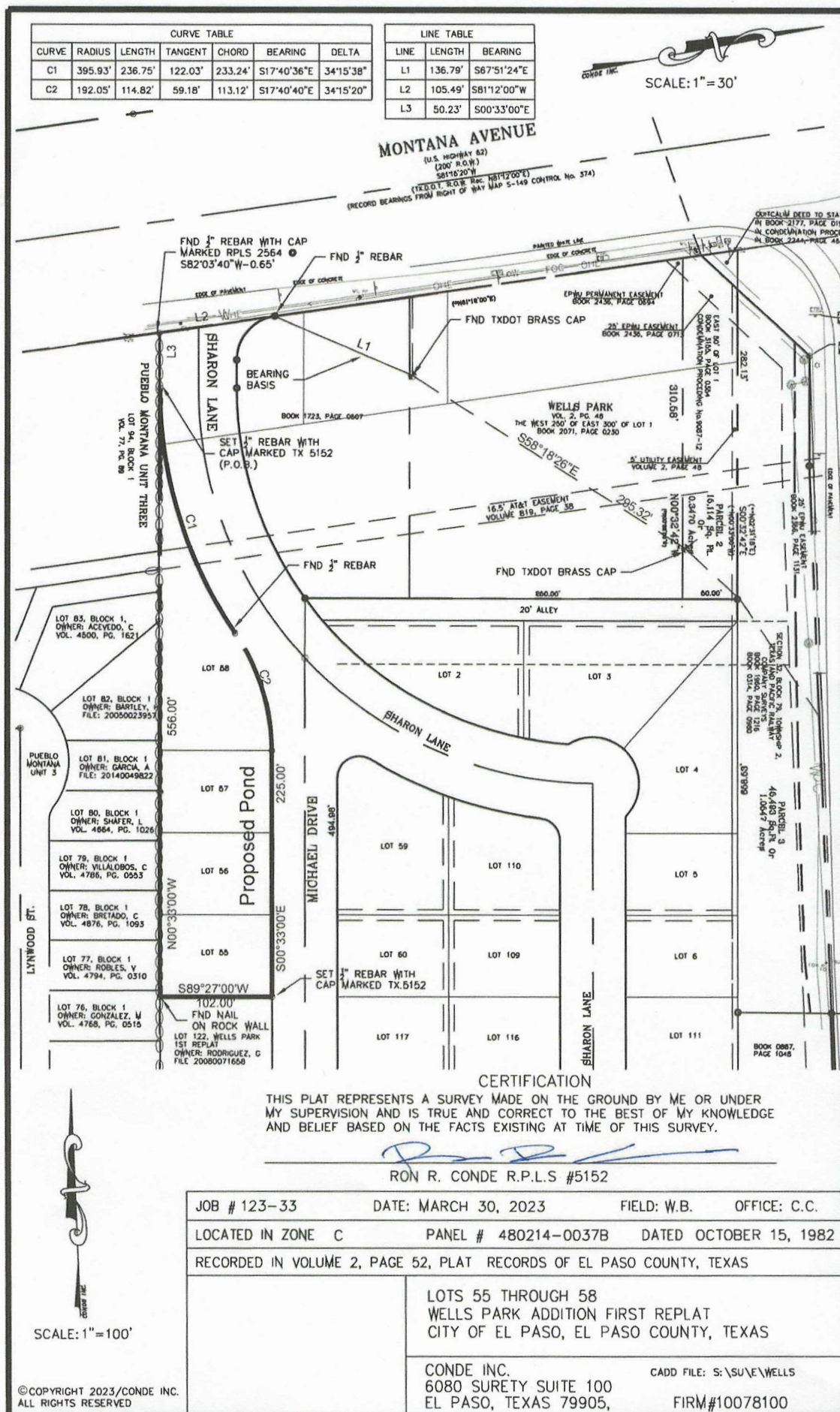


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CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100



# EXHIBIT "B"





# Wells Park Pond Dedication

City Plan Commission — July 27, 2023



<b>CASE NUMBER/TYPE:</b>	<b>SURW23-00011 – RIGHT-OF-WAY DEDICATION</b>
<b>CASE MANAGER:</b>	Alex Alejandre, (915) 212-1642, <a href="mailto:AlejandreAX@elpasotexas.gov">AlejandreAX@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	EIS El Paso, LLC
<b>REPRESENTATIVE:</b>	Conde, Inc.
<b>LOCATION:</b>	West of Joe Battle Blvd. and South of Montana Ave. (District 6)
<b>PROPERTY AREA:</b>	0.87 acres
<b>ZONING DISTRICT(S):</b>	R-3 (Residential)

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of Wells Park Pond Dedication.

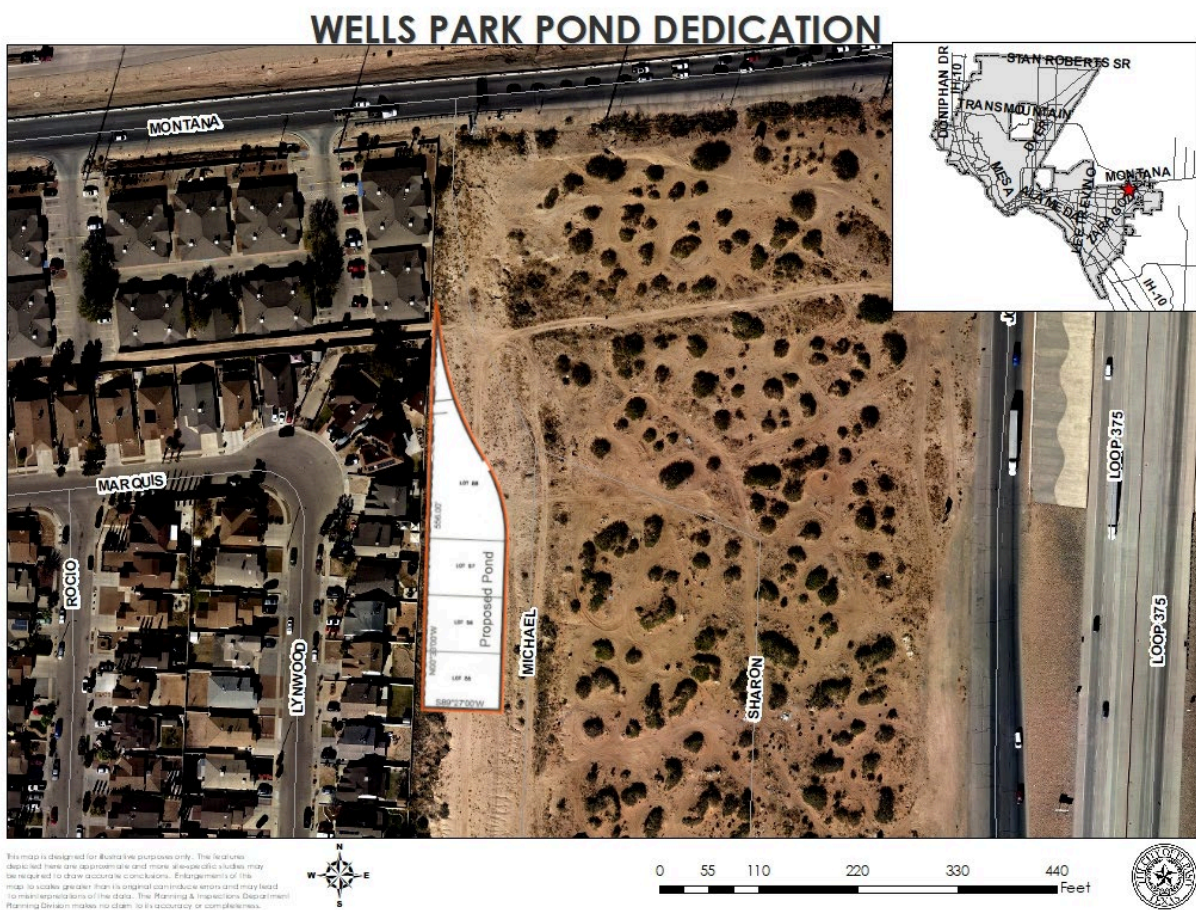


Figure A: Proposed plat with surrounding area

**DESCRIPTION OF REQUEST:** The applicant is requesting to dedicate a retention pond of approximately 0.87 acres in size. The area consists of 4 unimproved lots and is currently under construction. The retention pond will be dedicated to El Paso Water.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-3 (Residential District) / Vacant
South	R-3 (Residential District) / Vacant
East	C-3 C (Commercial District) / Vacant
West	P-R 2 C (Planned Residential District II) / Residential development
Nearest Public Facility and Distance	
Park	Volcano Fire City Park (0.45 mi)
School	Jane A. Hambric School (0.73 mi)
Plan El Paso Designation	
G3 Post-War	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** N/A

**CITY PLAN COMMISSION OPTIONS:**

The City Plan Commission has the authority to advise City Council on right-of-way dedication 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 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



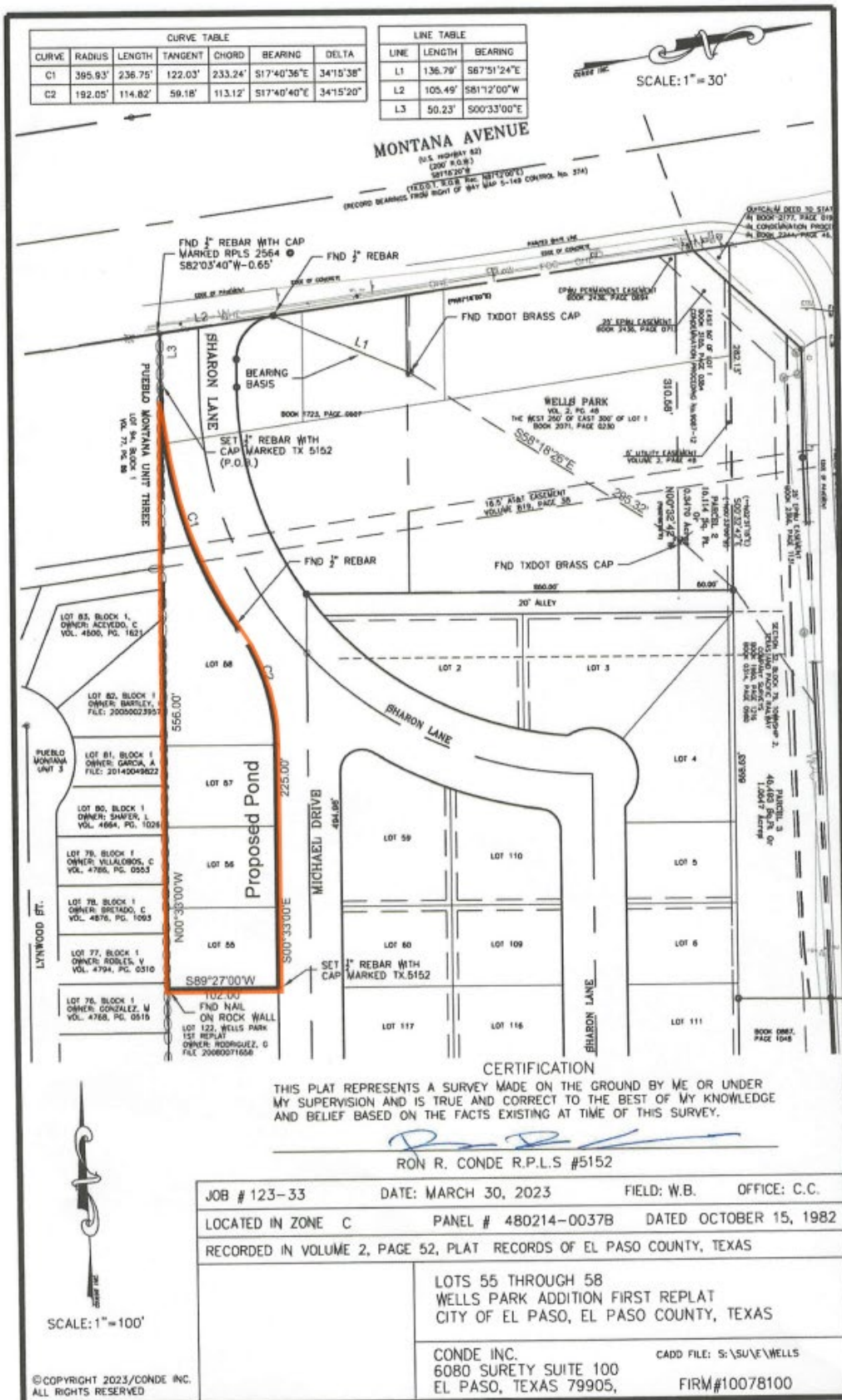
## **WELLS PARK POND DEDICATION**



This map is designed for illustrative purposes only. The features depicted here are approximate and more specific studies may be required to draw accurate conclusions. Enlargements of the map to scales greater than its original can introduce errors and may lead to misinterpretations of the data. The Mapping & Inspection Department of the Planning Division makes no claim to its accuracy or completeness.



# ATTACHMENT 2



# ATTACHMENT 3

Prepared for: Mimco, Inc.  
March 30, 2023

## METES AND BOUNDS DESCRIPTION

Description of a parcel of land being Lots 55 through 58, Wells Park Subdivision First Replat, recorded in Volume 2, Page 48, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found  $\frac{1}{2}$ " rebar on the southerly right of way line of Montana Avenue, from which a found TX.D.O.T. brass cap bears South  $67^{\circ}51'24''$  East (South  $64^{\circ}45'28''$  East, File# 20220023592) a distance of 136.79 feet; Thence along said right of way line, South  $81^{\circ}12'00''$  West a distance of 105.49 feet to a found  $\frac{1}{2}$ " rebar with cap marked TX 5152 for the northwesterly corner of Wells Park First Replat; from which a found  $\frac{1}{2}$ " rebar with cap marked TX 2564 bears South  $82^{\circ}03'40''$  West a distance of 0.65 feet, Thence leaving said right of way line and along the westerly line of Wells Park First Replat, S  $00^{\circ}33'00''$  East a distance of 50.23 to a set  $\frac{1}{2}$ " rebar with cap marked TX 5152 for the **"TRUE POINT OF BEGINNING"**

Thence along the westerly said right of way line of Sharon Lane, 236.75 feet along the arc of a curve to the left which has a radius of 395.93 feet, a central angle of  $34^{\circ}15'38''$  a chord which bears, South  $17^{\circ}40'36''$  East a distance of 233.24 feet to a set  $\frac{1}{2}$ " rebar with cap marked "TX. 5152" for a point of reverse curve;

Thence along said right of way line 114.82 feet along the arc of a curve to the right which has a radius of 192.05 feet, a central angle of  $34^{\circ}15'20''$  a chord which bears, South  $17^{\circ}40'40''$  East a distance of 113.12 feet to a set  $\frac{1}{2}$ " rebar with cap marked "TX. 5152" on the westerly right of way line of Michael Drive;

Thence along said right of way line, South  $00^{\circ}33'00''$  East a distance of 225.00 feet to a set  $\frac{1}{2}$ " rebar with a cap marked "TX. 5152";

Thence leaving said right of way line, South  $89^{\circ}27'00''$  West a distance of 102.00 feet to a set  $\frac{1}{2}$ " rebar with a cap marked "TX. 5152" on the westerly line of Wells Park First Replat;

Thence along said line, North  $00^{\circ}33'00''$  West a distance of 556.00 feet to **"TRUE POINT OF BEGINNING"** and containing 37,732 square feet or 0.8662 acres of land more or less.

Note: a drawing of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No 5152



---

CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

# ATTACHMENT 4



## DEDICATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

- Date: May 4, 2023 File No. \_\_\_\_\_
1. APPLICANTS NAME EIS Paso, LLC
- ADDRESS 6500 Montana Ave. ZIP CODE 79925 TELEPHONE 915-779-6500
2. Request is hereby made to dedicate the following: (check one)
- Street ☐ Alley ☐ Easement ☐ Other ☒
- Street Name(s) Sharon Lane & Michael Drive Subdivision Name Wells Park Addition Pond Dedication
- Abutting Blocks \_\_\_\_\_ Abutting Lots 55-58
3. Reason for dedication request: To provide a Retention Pond
4. Surface Improvements located in subject property to be dedicated:  
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 dedicated 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 dedicated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	<u>Lot 76, Block 1, Pueblo Montana Unit 3</u>	<u>915-779-6500</u>
	<u>Lot 77, Block 1, Pueblo Montana Unit 3</u>	<u>✓</u>
	<u>Lot 78, Block 1, Pueblo Montana Unit 3</u>	<u>✓</u>

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Dedications 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 Dedication. I/We further understand that the fee, if the Dedication 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 dedication 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:

REPRESENTATIVE (PHONE): 915-502-0283

REPRESENTATIVE (E-MAIL): cconde@condelinc.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**

Planning recommends approval of the request.

## **Planning and Inspections Department- Land Development Division**

We have reviewed subject plats and recommend Approved with condition  
The Developer/Engineer shall address the following comments.

1. Closure report Ok.
2. The subdivision shall be tied to a horizontal control by bearing and distance to either a section corner, survey line, the National Geodetic Survey monument, City monument, or other known and accepted survey points. This tie shall be delineated on the plats.
3. Verify the name of the Pond dedication "WELLS PARK ADDITION REPLAT "B" – POND", Is it part of Re-plat "B"???

## **Parks and Recreation Department**

We have reviewed **Wells Park Addition Pond Dedication**, a survey map and on behalf of Parks & Recreation Department, we offer "No" objections to this proposed pond dedication.

## **El Paso Water**

EPWater-PSB does not object to this request.

### **Water:**

An 8-inch diameter water main that will be located along Sharon Ln. and Michael Dr., is currently under construction. This main will be available for service.

### **Sanitary Sewer:**

There is an existing 18-inch diameter sanitary sewer main that extends along Michael Dr., located approximately 25-feet east of the west right-of-way line. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board (EPWater-PSB) Rules and Regulations.

### **General:**

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

## **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has no objections to the pond.

## **Texas Gas**

TGS doesn't have an objection.

## **El Paso County Water Improvement District #1**

The attached item is not within the boundaries of EPCWID1.

**El Paso Electric**

No comments received.

**El Paso County 911 District**

No comments received.

**Sun Metro**

No comments received.

**Fire Department**

No comments received.

**Capital Improvement Department**

No comments received.

**Texas Department of Transportation**

No comments received.

**El Paso County**

No comments received.





Legislation Text

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File #: 23-1335, Version: 2

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**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**

Zoo, Joseph Montisano, (915) 212-2800

**AGENDA LANGUAGE:**

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

That the City of El Paso proudly accepts and recognizes the significant contributions from the estate of Ruth Haase for the El Paso Zoo and directs the Interim City Manager to execute the Beneficiary Acknowledgment Form and any other necessary documentation.

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

**DEPARTMENT:** ZOO

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:** Joseph Montisano, 915-212-2800

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** GOAL – Enhances El Paso's Quality of Life through Recreational, Cultural, and Educational Environments

**SUBGOAL:** 4.2- Create Innovative recreational, educational and cultural programs.

**SUBJECT:**

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City of El Paso proudly accepts and recognizes the significant contributions from the estate of Ruth Haase for the El Paso Zoo and directs the Interim City Manager to execute the Beneficiary Acknowledgment Form and any other necessary documentation.

**BACKGROUND/ DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Ruth H. Haase Living Trust named the El Paso Zoo as a beneficiary to receive a distribution of 10% of the Trust's assets, less applicable expense. The El Paso Zoo desires to accept this gift and will greatly benefit from this generous contribution.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

N/A

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Joseph Montisano

---

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

## RESOLUTION

**WHEREAS**, the Ruth H. Haase Living Trust named the El Paso Zoo as a beneficiary to receive a distribution of 10% of the Trust's assets, less applicable expense; and,

**WHEREAS**, the initial contribution to the Zoo will be an amount of \$50,000.00; and,

**WHEREAS**, the Trust estimates an additional amount of around \$20,000.00 to be donated to the Zoo after all distributions are finalized; and;

**WHEREAS**, the El Paso Zoo desires to accept this gift and will greatly benefit from this generous contribution.

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

That the City of El Paso proudly accepts and recognizes the significant contributions from the estate of Ruth Haase for the El Paso Zoo and directs the Interim City Manager to execute the Beneficiary Acknowledgement Form and any other necessary documentation.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell T. Abeln*  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*[Signature]*  
Joe Montisano, Managing Director  
Zoo Department

**BENEFICIARY ACKNOWLEDGEMENT**

TO: Scott A. Hodges, Trustee of the Ruth H. Haase Living Trust

FROM: El Paso Zoo, Beneficiary of the Ruth H. Haase Living Trust

I acknowledge and agree that I have received from Scott A. Hodges, Trustee of the Ruth H. Haase Living Trust (the Trust), a copy of the trust document, a trust accounting through July 14, 2023, and a notification of the Trust's beneficiaries and planned distributions thereto. I have no objections or disputes regarding the information provided, the trust accounting, or the planned distributions.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1358, **Version:** 1

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### **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.*

Approve a Resolution that in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled for December 19, 2023 is hereby rescheduled for Tuesday, December 12, 2023; and that the regular meetings of the City Council for the 2024 calendar year will resume on January 2, 2024.

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

**DEPARTMENT:** City Clerk

**AGENDA DATE:** October 24, 2023

**N/ACONTACT PERSON NAME AND PHONE NUMBER:** Laura D. Prine / (915) 212-0049

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** 6.8 Support transparent and inclusive government

**SUBJECT:**

Approve a Resolution that in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled for December 19, 2023 is hereby rescheduled for Tuesday, December 12, 2023; and that the regular meetings of the City Council for the 2023 calendar year will resume on January 2, 2024.

**BACKGROUND / DISCUSSION:**

In conformity with Section 3.5 of the City Charter Regular meetings of the City Council shall be held in Council Chambers no less than once every other week at such times as may be prescribed by resolution, except that Council may reschedule meetings by resolution to allow for City holidays, but must have no less than two regular meetings per month.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

On October 25, 2022 Council approved a Resolution rescheduling the December 20, 2022 meeting to December 13, 2022.

**AMOUNT AND SOURCE OF FUNDING:**

No budgetary impact

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** *Laura D Prine*

---

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

## RESOLUTION

**WHEREAS**, pursuant to the City's 2023 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, December 19, 2023; and

**WHEREAS**, the City Council desires to reschedule the December 19, 2023 meeting to Tuesday, December 12, 2023, and that the regular meetings of the City Council for the 2024 calendar year will resume on January 2, 2024.

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

That in conformity with Section 3.5A of the City Charter, the regular City Council meeting scheduled on December 19, 2023, is hereby rescheduled, for Tuesday, December 12, 2023.

All City Council Rules and Procedures not expressly modified herein remain in full force and effect.

**APPROVED** this \_\_\_\_\_ day of October 2023.

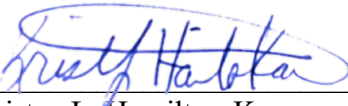
**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Deputy City Attorney



Legislation Text

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**File #:** 23-1415, **Version:** 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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.*

A Resolution to amend the October 10, 2023 Resolution ordering a Special Election to fill the vacancy in District 2 to correct the date by which applications for mail in ballots are due, from November 25 to November 28, 2023.



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

**DEPARTMENT: CITY CLERK'S OFFICE**

**AGENDA DATE: 10/24/2023**

**CONTACT PERSON NAME AND PHONE NUMBER: LAURA D. PRINE, (915) 212-1212**

**DISTRICT(S) AFFECTED: DISTRICT 2**

**STRATEGIC GOAL: GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT**

**SUBGOAL: 6.8 Support transparent and inclusive government.**

**SUBJECT:**

A Resolution to amend the Resolution approved on October 10, 2023 ordering a Special Election on December 9, 2023 to fill the vacancy in district 2. An amendment is needed to correct the date by which applications for mail in ballots are due from November 25 to November 28.

**BACKGROUND / DISCUSSION:**

This item will amend the Resolution approved by City Council on October 10, 2023 calling for a Special election to fill the vacancy in the Office of District 2, that document included a wrong date; this resolution will correct the scrivener's error to the deadline for submitting an application for a mail in ballot.

**PRIOR COUNCIL ACTION:**

A Special Election for the office of City Representative for District 6 was ordered on December 20, 2019.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Laura D. Prine*

---

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

## RESOLUTION

**WHEREAS**, Section 3 of the October 10<sup>th</sup> Resolution should be revised to change the applications for ballot by mail deadline from November 25, 2023 to November 28, 2023 in accordance with Texas Elections Code 84.007(c).

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT:**

That Section 3 of the October 10, 2023 Resolution calling for a special election be revised and replaced as follows:

#### **SECTION 3 – EARLY VOTING CLERK**

Lisa Wise, El Paso County Elections Administrator, 500 E. San Antonio, Suite 314, El Paso, Texas, 79901, is hereby appointed as Early Voting Clerk. Applications for ballot by mail must be received no later than the close of business on November 28, 2023, sent to this address.

APPROVED this \_\_\_\_ day of October, 2023.

CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney



Legislation Text

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File #: 23-1432, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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.*

A Resolution that pursuant to Texas Election Code Section 32.005, Section 83.032, Sections 87.001-87.006, and Sections 127.002-127.005 respectively, the City Council hereby approves the recommendations received from the County Elections Administrator, who has been appointed as the Early Voting Clerk, the appointment of Election Day Judges and Alternate Judges, attached as Exhibit "A," the Deputy Early Voting Clerks attached as Exhibit "B," the Early Voting Ballot Board and Central Count Station Personnel for a Special Election attached as Exhibit "C" for the single election to be conducted on December 9, 2023 and any resulting runoff election.

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

**DEPARTMENT:** CITY CLERK'S OFFICE

**AGENDA DATE:** 10/24/2023

**CONTACT PERSON NAME AND PHONE NUMBER:** LAURA D. PRINE, (915) 212-1212

**DISTRICT(S) AFFECTED:** DISTRICT 2

**STRATEGIC GOAL:** GOAL 6 SET THE STANDARD FOR SOUND GOVERNANCE AND FISCAL MANAGEMENT

**SUBGOAL:** 6.8 Support transparent and inclusive government.

**SUBJECT:**

A Resolution that pursuant to Texas Election Code Section 32.005, Section 83.032, Sections 87.001-87.006, and Sections 127.002-127.005 respectively, the City Council hereby approves the recommendations received from the County Elections Administrator, who has been appointed as the Early Voting Clerk, the appointment of Election Day Judges and Alternate Judges, attached as Exhibit "A," the Deputy Early Voting Clerks attached as Exhibit "B," the Early Voting Ballot Board and Central Count Station Personnel for a Special Election attached as Exhibit "C" for the single election to be conducted on December 9, 2023 and any resulting runoff election.

**BACKGROUND / DISCUSSION:**

On October 10, 2023 the City Council authorized a contract with the County of El Paso to furnish election services and equipment for the December 9, 2023 Special Election for District 2. Under Section 3, *Duties and Services of City of El Paso*, Letter "c", the City is responsible for appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers. Council approval is required when the City is the only entity conducting an election.

**PRIOR COUNCIL ACTION:**

On February 24, 2015, the City Council approved a Resolution appointing the Election Judges for the May 9, 2015 General Election.

**AMOUNT AND SOURCE OF FUNDING:**

Amount to be determined by the County of El Paso.

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Laura Prine*

---

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

## RESOLUTION

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

Pursuant to Texas Election Code Section 32.005, Section 83.032, Sections 87.001-87.006, and Sections 127.002-127.005 respectively, the City Council hereby approves the recommendations received from the County Elections Administrator, who has been appointed as the Early Voting Clerk, the appointment of Election Day Judges and Alternate Judges, attached as Exhibit “A,” the Deputy Early Voting Clerks attached as Exhibit “B,” the Early Voting Ballot Board and Central Count Station Personnel for a Special Election attached as Exhibit “C” for the single election to be conducted on December 9, 2023 and any resulting runoff election.

**APPROVED** this \_\_\_\_ day of October, 2023.

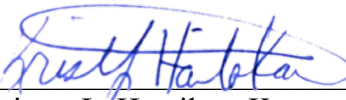
### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leoser  
Mayor

### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Kristen L. Hamilton-Karam  
Deputy City Attorney

# **EXHIBIT “A”**

## **Appointment of Election Day Judges and Alternate Judges List Subject to Change**

<b>Names</b>	<b>VOID</b>
Aboud Michael	1095560194
Alcala Daniel E.	1187919570
Aragon Chris	1160234607
Barrueta Miguel	1095026187
Castillo Mendez Sylvia	1096207760
Chavez Jocelyn	2186831009
Fragoso Noemi	1095868223
Gamillo Martha	1095139280
Garcia Carlos	1093993035
Glenn Jeanie	1096985729
Hall Diana	1094490025
Keagle Renslar	1097137638
Lara Amy P.	1096405282
Paz Amy	2003414586
Paz Deborah Micelle	1154455164
Pierce Adam	2125505170
Pierre Fainot	1220345319
Ramirez Irma H.	1096485809
Razo Maximina M.	1095428393
Reyes Maria	1094252183
Reyes Maria Dolores	1070120088
Rivera Karina	1158523109
Vargas Christina	1096429838
Vasquez Sara James	1216431386
Zavala Laura	1097944683

## **EXHIBIT “B”**

### **Appointment of Deputy Early Voting Clerks**

List Subject to Change

<b>Names</b>	<b>VOID</b>
Aboud Michael	1095560194
Acevedo Trinidad	1095995361
Aragon Chris	1160234607
Barrueta Miguel	1095026187
Chavez Jocelyn	2186831009
Fragoso Noemi	1095868223
Gamillo Martha	1095139280
Garcia Carlos	1093993035
Glenn Jeanie	1096985729
Hall Diana	1094490025
Hernandez Irene M.	1095024601
Horn Thomas	1095956990
Keagle Renslar	1097137638
Lara Amy P.	1096405282
Pierce Adam	2125505170
Pierre Fainot	1220345319
Randazzo Lorrie	1142051084
Razo Maximina M.	1095428393
Reyes Maria	1094252183
Rivera Karina	1158523109
Rocha Luis	1095796003
Zavala Laura	1097944683

## **EXHIBIT “C”**

### **Appointment of Central Count Personnel and Early Voting Ballot Board Members**

List Subject to Change

<b>Board</b>	<b>Names</b>	<b>VOID</b>
Central Count	Hernandez Irma	1096761146
Central Count	Brucker M. Estela	1097904765
Central Count	Lerma Raul	1096128605
Central Count	Medina Estela	1136289260
Central Count	Villanueva Teresa	1095937127
Central Count	Wayne George	1095489830
Early Voting Ballot Board	Martinez Elia	1096427900
Early Voting Ballot Board	Fierro Roberto	1095143070
Early Voting Ballot Board	Medina Diana	1095400461
Early Voting Ballot Board	Ortiz Blanca	1095527752
Early Voting Ballot Board	Rodarte Yvonne	1096599395
Early Voting Ballot Board	Valles Leticia	1095567127
Early Voting Ballot Board	Arenas Felix	1095305386
Early Voting Ballot Board	Arreola Alfonso	1007778622
Early Voting Ballot Board	Attel Sam	1095121341
Early Voting Ballot Board	Blumenthal Steven	1149605873
Early Voting Ballot Board	Pena David	1095616134
Early Voting Ballot Board	Beeler Michael	1098243606
Early Voting Ballot Board	Aragon Antoinette	1098243606
Early Voting Ballot Board	Bustos Rachel	1095406703
Early Voting Ballot Board	Dillard Sharon	1095156580
Early Voting Ballot Board	Trout Geneva	1095846021





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-1397, Version: 1**

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### **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**

El Paso Housing Finance Corporation, Elizabeth Moya, (915) 228-9336

City Attorney's Office, Juan Gonzalez, (915) 212-0033

#### **AGENDA LANGUAGE:**

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

A Resolution approving Assignment of Private Activity Bond Authority to Texas Department of Housing and Community Affairs; and containing other provisions relating to the subject.

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

**DEPARTMENT:** Housing Finance Corporation  
**AGENDA DATE:** October 24, 2023  
**CONTACT PERSON NAME AND PHONE NUMBER:** Elizabeth Moya,  
Executive Director  
915 228 9336

**DISTRICT(S) AFFECTED:** Citywide

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Approve a resolution authorizing the Approving the assignment of Private Activity Bond Authority of the El Paso Housing Finance Corporation to the Texas Department Housing and Community Affairs. No cost to the City

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

This assignment of the Private Activity Bond Allocation to the Texas Department of Housing and Community Affairs will allow the TDHCA to administer the program within the City limits to assist persons of low and moderate income finance single family home purchases. This assignment is authorized by Texas Government Code Chapter 1372, §1372.044.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

The Council has approved numerous programs in the past. However, this is the first program to be accomplished with the assistance of the TDHCA.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

No Cost to the City

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:

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

*Information copy to appropriate Deputy City Manager*

RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND  
AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY  
AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE  
SUBJECT

WHEREAS, the El Paso Housing Finance Corporation (the “Corporation”) was created by City of El Paso (the “Sponsor”) pursuant to the provisions of the Texas Housing Finance Corporations Act, as amended, formerly Article 1269I-7, Vernon's Annotated Texas Civil Statutes, and now codified as Texas Local Government Code, Chapter 394 (the “Act”); and

WHEREAS, by resolution adopted on June 21, 2023, the Corporation authorized filing with the Texas Bond Review Board an application for reservation of state ceiling for issuance of qualified mortgage revenue bonds in the maximum amount of \$50,000,000 (the “Reservation”); and

WHEREAS, by resolution adopted on June 21, 2023, the Board of Directors of the Corporation determined to delegate to the Texas Department of Housing and Community Affairs (“TDHCA”), pursuant to Chapter 394.032(e) of the Texas Local Government Code, the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of certain home mortgages or residential developments, within and outside the jurisdiction of the Corporation, including its authority to issue bonds for those purposes; and

WHEREAS, as the governmental unit that created the Corporation, the City Council of the City of El Paso, of the Sponsor (the “Governing Body”) desires to approve the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code; and

WHEREAS, the Governing Body desires to approve the Assignment Agreement in substantially the form attached as Exhibit A between the Corporation and TDHCA (the “Assignment Agreement”); and

WHEREAS, it is deemed necessary and advisable that this Resolution be adopted;

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

Section 1. The Governing Body specifically approves and consents to the assignment of the Reservation to TDHCA in accordance with Chapter 1372.044 of the Texas Government Code and approves the Assignment Agreement.

Section 2. The Mayor of the Sponsor is hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution.

*[Execution page follows]*

PASSED AND APPROVED this \_\_\_\_ Day of October 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor

(SEAL)

**ATTEST:**

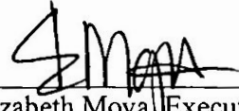
\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Norman J. Gordon  
Attorney at Law

**APPROVED AS TO CONTENT:**



\_\_\_\_\_  
Elizabeth Moya, Executive Director  
El Paso Housing Finance Corporation

## Exhibit A

EXHIBIT A ASSIGNMENT AGREEMENT

## **ASSIGNMENT AGREEMENT**

This ASSIGNMENT AGREEMENT (this “Agreement”) is made as of the 25th day of July, 2023 by and between **EL PASO HOUSING FINANCE CORPORATION (“HFC”)**, a Texas non-profit housing finance corporation and the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (“TDHCA”)**, a public and official agency of the State of Texas.

### **RECITALS:**

A. HFC has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the “**Act**”), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices they can afford.

B. The Act authorizes HFC to issue bonds for the purpose of obtaining funds to finance home mortgage loans (or participation interests therein) for persons of low and moderate income for homes within the geographic limits of the City of El Paso, Texas.

C. Section 103 and Section 143 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provide that the interest on obligations issued by or on behalf of a state or a political subdivision thereof the proceeds of which are to be used to finance owner-occupied residences shall be excludable from gross income of the owners thereof for federal income tax purposes if such issue meets certain requirements set forth in Section 143 of the Code.

D. Section 146(a) of the Code requires that certain “private activity bonds” (as defined in Section 141(a) of the Code) must come within the issuing authority’s private activity bond limit for the applicable calendar year in order to be treated as obligations the interest on which is excludable from the gross income of the holders thereof for federal income tax purposes.

E. The private activity bond “State ceiling” (as defined in Section 146(d) of the Code) applicable to the State of Texas (the “**State**”) is subject to allocation, in the manner authorized by Section 146(e) of the Code, pursuant to Chapter 1372, Texas Government Code, as amended (the “**Allocation Act**”).

F. The Allocation Act requires HFC, in order to reserve a portion of the State ceiling for qualified mortgage bonds and satisfy the requirements of Section 146(a) of the Code, to file an application for reservation (an “**Application for Reservation**”) with the Texas Bond Review Board (the “**Bond Review Board**”), stating the maximum amount of the bonds requiring an allocation, the purpose of the bonds and the section of the Code applicable to the bonds.

G. The Allocation Act and the rules promulgated thereunder by the Bond Review Board (the “**Allocation Rules**”) require that an Application for Reservation be accompanied by a copy of the certified resolution of the issuer authorizing the filing of the Application for Reservation.

H. By resolution adopted on **6/21/2023**, HFC authorized the filing of an Application for Reservation with the Bond Review Board in the maximum amount of **\$50,000,000** with respect to qualified mortgage bonds, and the Bond Review Board has issued or is expected to issue a reservation of “State Ceiling” in connection with such Application for Reservation (the “**Reservation**”).

I. HFC has determined to (a) delegate to TDHCA HFC’s authority to issue bonds or mortgage credit certificates (“**MCCs**”) for the purposes specified above, pursuant to Section 394.032(e) of the Act, which provides that “a housing finance corporation may delegate to the Texas Department of Housing and Community



Affairs the authority to act on its behalf in the financing, refinancing, acquisition, leasing, ownership, improvement, and disposal of home mortgages or residential developments, within and outside the jurisdiction of the housing finance corporation, including its authority to issue bonds for those purposes,” and (b) assign the Reservation to TDHCA, pursuant to Section 1372.044 of the Texas Government Code.

J. HFC was created by the City of El Paso, Texas (the “Sponsor”) pursuant to the Act.

K. As the governmental unit that created HFC, the Sponsor has approved the assignment of the Reservation to TDHCA in accordance with Section 1372.044 of the Texas Government Code.

NOW THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and conditions contained herein, the parties hereto hereby agree as follows:

1. **Assignment.** HFC hereby assigns, conveys and transfers to TDHCA, to the full extent assignable under applicable law, all of HFC’s right, title and interest in, to and under the Reservation (the “**Assignment**”), including without limitation, the right to file a carryforward designation request and to elect to use the Reservation to issue MCCs. The Assignment is irrevocable and applies only to the Reservation for the 2023 program year.
2. **Consents.** HFC agrees to obtain and deliver to TDHCA, such consents to the Assignment of the Reservation as may be required.
3. **Expenses.** TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of this Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and TDHCA will pay all costs associated with the issuance of the bonds.
4. **Agreement.** In exchange for the Assignment, TDHCA agrees to originate in the geographic service area of HFC (a) mortgage loans that are eligible for pooling into mortgage certificates and purchase by the trustee for one or more series of tax-exempt bonds issued by TDHCA (“Pooled Loans”), and/or (b) My First Texas Home Combo Loans with MCCs (“Combo Loans”, and referred to herein together with the Pooled Loans collectively as “HFC Loans”), until an aggregate amount of \$50,000,000 of HFC Loans (accounting for the amount of Pooled Loans originated, pooled and purchased by the trustee, and the amount of volume cap used to originate the Combo Loans) have been originated or issued, respectively. HFC Loans will be originated on a first-in, first-out basis. The provisions in the Term Sheet attached hereto as Exhibit A are incorporated herein and supplement the provisions of this Agreement; however, in the event of any inconsistency between the provisions of this Agreement and the Term Sheet, the provisions of this Agreement shall supersede those of the Term Sheet.
5. **Fees.** TDHCA will pay an ongoing fee of 4.75 basis points (collectively, “HFC Fees”) of the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued. HFC Fees will be paid for a period of 10 years for each HFC Loan originated under this Agreement and purchased by the trustee that is not more than 30-days delinquent at the time an HFC Fee is calculated. The outstanding balance of HFC Loans will be reduced monthly to reflect principal repayments and prepayments (including foreclosures of HFC Loans). HFC Fees cease to accrue with respect to any HFC Loan once that HFC Loan has been repaid or prepaid. HFC Fees will be paid annually, in accordance with payment instructions to be provided by HFC.
6. **Reporting.** Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

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

8. **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

9. **Entire Agreement; Amendment and Waiver.** This Agreement contains the complete and entire understanding of the parties with respect to the matters covered herein. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Agreement shall be considered as a general waiver.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same Agreement. Electronically transmitted counterparts shall be deemed originals.

*[Execution pages follow]*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement to be effective as of the date first set forth above.

**CITY OF EL PASO HOUSING FINANCE  
CORPORATION**

By: 

Name: Jerry Romero

Title: President

[signatures continue next page]

**TEXAS DEPARTMENT OF HOUSING AND  
COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Name: Scott E. Fletcher  
Title: Director Bond Finance

*Philip Tiwa*

## EXHIBIT A

### **2023 Term Sheet Housing Finance Corporation Volume Cap Assignment**

Issuer:	Texas Department of Housing and Community Affairs ("TDHCA")
HFC Partner:	Housing Finance Corporation ("HFC")
Volume Cap:	To be reserved by the HFC for subsequent assignment to TDHCA ("Reservation").
Assignment:	TDHCA and the HFC will execute an Assignment Agreement to assign the Reservation to TDHCA. The HFC's governing body will be required to approve the Assignment.
Assignment Purpose:	To be used by TDHCA to originate (a) My First Texas Home Bond Loans that are eligible for pooling into mortgage backed securities and purchased by tax-exempt bonds issued by TDHCA ("Pooled Loans"), and/or (b) My First Texas Home Combo Loans with MCCs ("Combo Loans", collectively "HFC Loans").
Loan Prioritization	The HFC Loans shall be recorded on a first in first out ("FIFO") basis until the equivalent of the assigned volume cap has been exhausted.
Volume Cap Utilization:	Pooled Loans will be credited at par. Combo Loans will be credited in accordance with the volume cap used to originate such loan.
HFC Fees:	<p>TDHCA will pay an ongoing fee of 4.75 basis points against the aggregate outstanding balance of HFC Loans that have been pooled into mortgage-backed securities or for which an MCC has been issued.</p> <p>The HFC Fees will be paid for a period of ten years for each loan originated under the Assignment Agreement that is not more than 30-days delinquent at the time the Pooled Loan Fee is calculated. The outstanding balance will be reduced monthly to reflect principal repayments and prepayments (including foreclosures). HFC Fees cease to accrue with respect to any HFC Loan once that loan has been repaid or prepaid.</p> <p>HFC Fees will be paid annually, in accordance with payment instructions to be provided by the HFC.</p>
Related Costs:	TDHCA shall be responsible for payment of all fees and expenses incurred from and after the date of the Assignment Agreement with respect to the Reservation, including any carryforward application fee and/or closing fees payable to the Bond Review Board; and will pay all costs associated with the issuance of the bonds.
Reporting:	Once HFC Loans have been pooled into mortgage-backed securities or an MCC has been issued, TDHCA will provide quarterly loan level detail with respect to the outstanding loan balances; no personally identifiable information will be included.

### Mortgage Loan Program

While TDHCA may originate more loans within the HFC's jurisdiction, the maximum amount of HFC Loans is limited to the volume cap assigned.

Loans originated through a bond issue include FHA, VA, and USDA loans (no conventional loans). All loans must have a term of 30 years.



# Request to Approve Resolution Approving Assignment of Private Bond Authority to Texas Department of Housing and Community Affairs (TDHCA)

EL PASO HOUSING FINANCE CORPORATION (EPHFC)

HOMEBUYER ASSISTANCE PROGRAM (PRIVATE ACTIVITY BOND)

# El Paso Housing Finance Corporation (El Paso HFC)

- ▶ Incorporated in 1979 by City Council pursuant to the Texas Housing Finance Corporations Act.
- ▶ Our mission is to provide safe, decent and affordable housing solutions to assist persons of low to moderate income in the City of El Paso.
- ▶ We meet our mission by providing homebuyer opportunities like this program, and also through our affordable housing multifamily programs.
- ▶ We issued \$189 Million as part of our down payment assistance programs since 2001.
- ▶ Agenda Item before you today seeks Approval to Assign origination authority for \$50 Million of Homebuyer Assistance for El Paso households earning low to moderate income that would otherwise be re-allocated throughout the State of Texas.



# EPHFC / TDHCA Assignment of Private Activity Bond Authority

This text box is to remind you about the ASL translator service. Do NOT add any info in this space.

- ▶ Due to continued market volatility, it has not been financially feasible for many local HFCs to issue a Single-Family bond since 2009. (interest rate volatility, negative arbitrage, administration costs, and overall economic conditions)
- ▶ ASSIGNMENT OF ALLOCATION THROUGH PARTNERSHIP WITH TDCHA allows us the opportunity to ensure funds STAY in El Paso.
  - ▶ EPHFC applied and has been awarded a \$50 million reservation of TX qualified mortgage revenue bond allocation.
  - ▶ Partnership between TDHCA and EPHFC would begin once the Assignment Agreement is submitted to the Texas Bond Review Board
  - ▶ TDHCA would allocate \$50 million of bond proceeds to mortgage loans originating in the City of El Paso
  - ▶ TDHCA will be responsible for all issuance and administrative costs.
  - ▶ City of El Paso will not incur any costs.

# PROGRAM PARTNER



## About TDHCA

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community and energy assistance programs, colonia activities, and regulation of the state's manufactured housing industry.

[VISIT TDHCA](https://www.tdhca.state.tx.us/)

<https://www.tdhca.state.tx.us/>

<https://thetexashomebuyerprogram.com/products/my-first-texas-home>

A screenshot of the website for The Texas Homebuyer Program. The header is dark blue with the Texas Department of Housing and Community Affairs logo and name on the left, and search, Español, About, and Inco on the right. Below the header, there's a navigation bar with the program logo and links for Homebuyers, Lenders, REALTORS®, and Counselors. The main content area has a large heading "Neighborhood Partners Support you in Buying your Texas Home!" followed by two paragraphs of text explaining the program's partnership with local housing finance agencies and the assistance provided to homebuyers.

Texas Department of Housing and Community Affairs

Search Español About Inco

The Texas Homebuyer Program

For Homebuyers For Lenders For REALTORS® For Counselors

## Neighborhood Partners Support you in Buying your Texas Home!

The Texas Homebuyer Program is proud to partner with local Housing Finance Agencies in certain eligible counties in Texas to offer additional Bond funds to be used in conjunction with the TDHCA Down Payment Assistance Programs that can help you qualify to buy a home, sooner, rather than later.

You've worked hard to build your credit and qualify for a mortgage. The Texas Homebuyer Program and your local Housing Finance Corporations are working hand in hand to help you to the finish line with the necessary funds to realize your dream of homeownership.

# PROGRAMS

<https://thetexashomebuyerprogram.com/products/my-first-texas-home>

## My First Texas Home (\$85,300- \$98,095 Income Limits)

First Line Mortgage Loans	Eligibility	Loan Types	FICO Minimum	Debt to Income Maximum
<b>My First Texas Home</b> Down payment assistance up to 5%.	<b>First time homebuyers</b> (no ownership interest in primary residence in the past three years) <ul style="list-style-type: none"><li>• Waived for properties located in a Qualified Targeted Census Tract.</li><li>• Waived for veterans.</li></ul>	<ul style="list-style-type: none"><li>• FHA</li><li>• VA</li><li>• USDA</li></ul>	620	Automated (AUS) Findings require 55% Max Debt to Income (DTI).  Manual Underwrites must follow Agency Program Guidelines for Max DTI.

## Texas Mortgage Certificate (MCC)

<b>Texas Mortgage Credit Certificate</b> Available as a standalone MCC or combo.	<b>First time homebuyers</b> (no ownership interest in primary residence in the past three years) <ul style="list-style-type: none"><li>• Waived for properties located in a Qualified Targeted Census Tract.</li><li>• Waived for veterans.</li></ul>	<ul style="list-style-type: none"><li>• FHA</li><li>• VA</li><li>• USDA</li><li>• Conventional</li></ul>		No Max DTI or Min FICO for MCC Program. Follow Lender Guidelines.
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# ADDITIONAL QUESTIONS OR COMMENTS

Elizabeth Moya

Executive Director

El Paso Housing Finance Corporation

Phone: 915-228-9336

Email: [MoyaE@elpasotexas.gov](mailto:MoyaE@elpasotexas.gov)



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1420, **Version:** 1

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### **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 Brian Kennedy, (915) 212-1002

#### **AGENDA LANGUAGE:**

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

Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1.



Board Appointment Form  
City Clerk

Submitted On:  
Oct 16, 2023, 04:02PM MDT

Appointing Office	Representative Brian Kennedy, District 1
Agenda Placement	Consent
Date of Council Meeting	Tuesday, October 24, 2023
Name of Board	City Plan Commission
Agenda Posting Language	Appointment of Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	As the principal engineer and sole owner of Del Rio Engineering for nearly 40 years, Sal's participation in many boards and committees certainly gives Sal the qualification to electively be on the City Plan Commission.
Nominee Name	Sal Masoud
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 1
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	Capital Improvements Advisory Committee 2008-2014 Construction Board of Appeal 2013-2015
List all real estate owned in El Paso County	
Previous Appointee	Chris Cummings
Reason for Vacancy	Term Expired
Date of Appointment	October 24, 2023
Term Begins On	May 2, 2022
Term Expires On	May 1, 2024
Term	1st Term
Upload File(s)	Sal Masoud.pdf

## SUMMARY OF EXPERIENCE:

- Mr. Masoud founded and has operated Del Rio Engineering since 1987. As an operations manager and Professional Engineer in charge, he has over nineteen years of experience in design, building and construction. With an emphasis on construction management, project planning and development, the daily operations now involve a variety of civil engineering projects. Mr. Masoud's expertise includes structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, plan reviews and inspections, road and infrastructure design including the design of water and sewage systems and computer hydraulic modeling. He also has considerable experience in the fields of geotechnical engineering and soil analysis.
- As principal owner of Del Rio Engineering, Inc., Mr. Masoud directly manages the daily operations covering a variety of civil engineering fields to include structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, road and infrastructure design including the design of water and sewage systems.
- Previously, Mr. Masoud was employed as full time project manager by two of the largest international engineering companies in Dubai, UAE. Throughout these two assignments with Montgomery Watson and Metcalf & Eddy, Mr. Masoud completed a number of projects in the design and construction of sewerage and stormwater collection networks as well as the building of a large tenant labor camp with a total population of 28,000 people.
- In addition, Mr. Masoud as owner and part owner of several residential subdivisions in El Paso and Socorro cities (Villa Espanola I, II and III), (Spanish Pines Units I, II & II), (Terraza Escondida), (Villas Del Valle I, II & III), and most currently Rivier View Estates and Desert Sage Estates.
- Mr. Masoud has founded several other companies for the purpose of land development and is the sole owner and manager of Coronado Building Co, LLC for residential home building in El Paso and the surrounding communities.
- Over the last 36 years of being a business owner entrepreneur, Mr. Masoud has hired, trained and mentored hundreds of employees that moved on to better and greater positions in life successes.

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## EDUCATION:

- B.S. in Civil Engineering, University of Texas at El Paso, 1984.
- Training course in basic concrete technology, American Concrete Institute Dallas, Texas, 1985.
- Graduate courses in Advanced Soil Mechanics, Foundation, Expansive Soils at the University of Texas at El Paso, 1986.

## QUALIFICATIONS:

- Registered Professional Engineer (PE), State of Texas, No.70774, Oct. 1991.
- Quality Assurance Internal Auditor trained (ISO 9000 series) June 1996 Dubai.

## PROFESSIONAL ACTIVITIES:

- Member of the Texas Society of Professional Engineers.
- Past President at the El Paso Association of Builders 2021.
- Board Member of the Rio Grande Citizen advisory Forum since 2009.
- Previously served on the Capital Improvements Advisory Committee for 3 years when it was started in 2008.

## PROFESSIONAL EXPERIENCE

### April 1987 - Present

As owner and Principal Engineer for **Del Rio Engineering, Inc.** and other building and development companies, Mr. Masoud directly manages the day to day operation involving a variety of projects. Mr. Masoud's duties include structural and foundation designs, post tension foundation design, subdivision and land development, grading and drainage, plan reviews and inspections, road and infrastructure design including the design of water and sewerage systems and computer hydraulic modeling. Additionally, Mr. Masoud is involved directly in the construction management of several projects from residential homes to 180 lots subdivision including the construction of major thoroughfares.

### **February 1996 - August 1999 (UAE)**

*For about 6 years from 1994 to 1999 Mr. Masoud relocated his family to the United Arab Emirates to accept an assignment with an international engineering firm to expand the range of design and construction experience.*

The second assignment was with Montgomery Watson, Dubai, United Arab Emirates, working as a Project Manager on environmental projects for the design of sewerage and drainage networks, pumping stations and sewage treatment works.

#### **PROJECTS:**

- Project Manager responsible for the design of a 15 million gallon concrete water reservoir for the Sharjah Electricity and Water Authority. The total construction cost for this project was estimated at around \$8 million.
- Project Manager responsible for the design of the Nad Al Shiba and Ras Al Khour drainage project (DS 104). The project's first phase construction contract was awarded at a cost over \$20 million.
- Project coordinator for the Montgomery Watson supervision team at the New Tenants Labor Camp West project at JEBEL ALI FREE ZONE. The contract was for the construction of a Sewage Treatment Plant of 2.4 MGD capacity and a total of eight residential complexes with a movie theater, soccer field and cafeteria. The total construction cost for this project was approximately \$40 million.

### **January 1994 - February 1996 (UAE)**

With **Metcalf and Eddy International (KAME)** joint venture with Khatib and Alami (Consolidated Engineering Co.) in Sharjah, United Arab Emirates, working as a design engineer in the U.A.E., on several projects.

#### **Projects:**

- Dubai**, Jumeirah & Al Safa Sewerage and Drainage, 2200 Hectares, \$132 million project for Dubai Municipality.
- Dubai** R495 Service Roads on Khalid Ibn Waleed Road, Dubai.
- Qatar**, Ministry of Municipal Affairs and Agriculture. Sewers in West Rayyan, Al Wajbah and Muyadhir, \$60 million. Total project area is approximately 800 hectares.
- Oman**, Ministry of Regional Municipalities. Birkat Al Mawz-Sayq road in the Sultanate of Oman. The project area is located in the mountainous region of Jebel Akhdar in northern Oman, approximately 45 kilometers long at elevations as high as 2200 meters above sea level.
- Oman**, Ministry of Regional Municipalities. Buraimi Water Supply Project: 80 Km extension of portable water distribution mains and 30 meter elevated water tank.
- Qatar**, Ministry of Municipal Affairs and Agriculture. Design of the sewerage collection system for the Al Wajbah Palace. (\$120 million).
- Gaza**, Palestinian Economic Council for Development & Reconstruction (PECDAR). Emergency Assistance Project for Salah El-Din Road within Gaza and Jabalia Municipalities.



### **March 1986 - April 1987**

In March 1986 Mr. Masoud returned to El Paso and registered at UTEP for his Master's degree, he then joined with **El Paso Engineering and Testing**. He worked as a staff engineer and a laboratory supervisor. During this period, he performed engineering studies and analysis necessary for the completion of several geotechnical investigations. His responsibilities included directing geotechnical engineering, soils, concrete and asphalt testing, non-destructive testing and inspection of steel and dye penetrant. Mr. Masoud also directed field crews and engineering technicians in the performance of sub-surface exploration and field testing.

### **March 1985 - March 1986**

Months after graduating with a BS degree in Civil Engineering Mr. Masoud joined **Alpha Testing in Dallas, Texas**. He worked as a field engineer and conducted soil and concrete field-testing. He also monitored the **Post Tension** installation on site. Mr. Masoud worked in the laboratory in which he analyzed field samples and conducted testing of samples in accordance with the proper ASTM procedures.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1426, **Version:** 1

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

#### **AGENDA LANGUAGE:**

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

Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6.



# Board Appointment Form

City Clerk

**Submitted On:**

Oct 18, 2023, 10:15AM MDT

<b>Appointing Office</b>	Representative Art Fierro, District 6
<b>Agenda Placement</b>	Consent
<b>Date of Council Meeting</b>	Tuesday, October 24, 2023
<b>Name of Board</b>	Civil Service Commission
<b>Agenda Posting Language</b>	Appointment of Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6.
<b>Appointment Type</b>	Regular
<b>List the nominee's qualifications to serve on this Board</b>	Since February 2023, he has been elected Vice President to the El Paso Central Labor Union. From 2017 2019, he was Vice President to the El Paso Building and Construction Trades. In July of 2016 he became a Business Agent for Local 263 to Oversee the West Texas Jurisdiction.
<b>Nominee Name</b>	Carlos Gonzalez
<b>Nominee Email Address</b>	
<b>Nominee Residential Address</b>	
<b>Nominee Primary Phone Number</b>	
<b>Which District does the nominee reside in?</b>	District 3
<b>Does the appointee have a relative working for the City?</b>	N/A
<b>Has the appointee been a member of any other city boards?</b>	N/A
<b>List all real estate owned in El Paso County</b>	
<b>Previous Appointee</b>	Ben Carnevale
<b>Reason for Vacancy</b>	Resigned
<b>Date of Appointment</b>	October 24, 2023
<b>Term Begins On</b>	February 01, 2023
<b>Term Expires On</b>	January 31, 2026
<b>Term</b>	1st Term
<b>Upload File(s)</b>	Carlos Gonzalez.pdf

# CARLOS GONZALEZ



## Education

1995 Graduated High School

Attended El Paso Community College and University of Texas El Paso

## Experience

### ***Iron Workers Local Union 263***

*Joined Apprenticeship in 2000, Completed Apprenticeship in June 2010. Worked as a Journeyman, working up to a foreman for several signatory contractors in the El Paso area and throughout Texas. In this Role I supervised the work of Two to Fifteen men.*

In July of 2016 I became a Business Agent for Local 263 to Oversee the West Texas Jurisdiction. I help procure employment in West Texas for 50 to 100 men, depending on work in the Area. I am Also an Instructor in the Department of Labor Accredited Apprenticeship Program.

In February 2023 I was Elected Vice-President to the El Paso Central Labor Union

From 2017-2019 I was Vice-President to the El Paso Building and Construction Trades



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1429, **Version:** 1

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### **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 Isabel Salcido, ((15) 212-0005

#### **AGENDA LANGUAGE:**

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

George Elsaesser to the Veterans Affairs Advisory Committee by Representative Isabel Salcido, District 5.



# Board Appointment Form

City Clerk

Submitted On:

Oct 18, 2023, 12:01PM MDT

Appointing Office	Representative Isabel Salcido, District 5
Agenda Placement	Consent
Date of Council Meeting	Tuesday, October 24, 2023
Name of Board	Veterans Affairs Advisory Committee
Agenda Posting Language	Appointment of George Elsaesser to the Veterans Affairs Advisory Committee by Representative Isabel Salcido, District 5.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Army Veteran of 27 year currently serving as the Executive Director of the Armed Services YMCA of El Paso. I have served in my current position for over 3 years, giving back to the military and El Paso Community. During my tenure in the military and as Executive Director of the ASYMCA have formed bonds with military families, veterans, and organizations in the community that I think would be helpful in advancing the priorities of the VAAC and the City of El Paso.
Nominee Name	George G Elsaesser
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Which District does the nominee reside in?	District 5
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	N/A
List all real estate owned in El Paso County	
Previous Appointee	Desiree Gauthier
Reason for Vacancy	Removed
Date of Appointment	October 24, 2023
Term Begins On	May 9, 2023
Term Expires On	May 8, 2027
Term	Unexpired Term
Upload File(s)	Resume G Elsaesser.docx



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## CAREER PROFILE

Executive level manager with proven management experience in the United States Army with over 25 year of senior military service experience and as the executive director of a 501(c)(3) non-profit. Experience in advising senior executives, overseeing the financial status of a non-profit organization as well as providing monthly reports to the board of managers. Proven ability to create and manage annual operating budgets in excess of \$1M. A natural communicator with a passion for professional development and mentorship while leading multi-functional teams toward a common goal.

- Organizational Leadership
- Public Administration
- Communication
- Budgets and Accounting
- Public Speaking
- Policy Implementation
- Change Management
- Organization
- Leader Development

## PROFESSIONAL EXPERIENCE

**Executive Director | Armed Services YMCA of El Paso, El Paso, TX** August 2020-Present

- Manages multiple projects concurrently in the areas of programs, marketing, development, financial management, community, and board engagement.
- Assesses operations to identify areas of growth resulting in the expansion of food support, core child development programs, and free hourly childcare for military families.
- Leads the organization through effective communication skills that resulted in members of the team successfully supporting DOD efforts to assist Afghan Refugees and being recognized with civilian service medals.
- Manages a budget of over \$1M annually; identifies gaps in fundraising while working with his team and the headquarters development team to implement additional fundraising strategies.

**Administrative Fellow | Medical Center of the Americas Foundation, El Paso, TX** May 2020-Aug 2020

- Leveraged community outreach with five universities and colleges, El Paso Chamber of Commerce, and other city governance to develop a program for transitioning veterans for a career in the medical service industry.
- Conducted over 50 hours of research to develop a path for the foundation to acquire a customer relations management program that improved efficiency, resulting in saving the foundation over \$10,000.
- Completed certifications on Human Resources and HIPAA privacy rules and protection of medical health information. Currently have an accumulation of over 1500 hours in human resources management.

**Vice Chair | Leadership Development & Training Director, US Army** April 2018-May 2020

- Manages all department operations to include the development of online course work in the Learning Management System, training, mentoring, of all students and faculty assigned to a distance learning department.
- Implemented change by introducing an enterprise staffing system that enabled the department to decrease administrative processing times from over 75 days to under two weeks.
- Executes established policies and standards including monitoring department faculty competence in all areas of course curriculum ensuring an 85% pass rate in the course and conserving Army resources.
- Serves as the trusted advisor for the Department Chair; and assisted and advised the Chair and staff on all matters pertaining to department faculty, students, and their families resulting in a trusted, unified leadership team.

**Senior Managing Director | Battalion Command Sergeant Major, US Army** March 2016-March 2018

- Served as the senior enlisted trainer and mentor responsible for the discipline, performance, and care of all personnel and guided the senior leaders to maintain and account for organizational equipment valued at over \$391M.
- Led the organization during an intense training cycle that included weapons training, Network Integration Exercise, and a rotation to the National Training Center that resulted in increased proficiency of the organization and no injuries.
- Coordinated efforts to establish standards for logistics support and was recognized by the Division Commander for planning, resourcing, and executing the best logistics support across an organization of over 10,000 personnel.

**Director of Operations | Operations Sergeant Major**

June 2015-February 2016

- Managed daily operations for a Calvary Squadron ensuring the planning, synchronization, and resourcing for 200 training missions for the organization annually.
- Directed, planned, and synchronized all operational and training support to ten+ subordinate departments, with 23K employees and specialized equipment valued at \$700M.
- Championed an innovative training program that enabled 40+ teams to complete required training 18% faster than the organizations current outlined standard.
- Utilized sound judgement and innovation to develop solutions to complex problems resulting in the proper turn in of over 100 pieces of equipment valued at over \$398M to inventory management professionals with no discrepancies.

**Senior Career Manager | Senior Career Management NCO**

May 2012-June 2015

- Communicated regularly with senior leaders and commanders on Army readiness, policies and issues that affect the enlisted force ensuring transparency throughout the armor community.
- Coordinated with the Office of the Chief of Armor to support initiatives and management of special programs while managing the Professional Development of five senior leaders.
- Conducted various Human Resource specific training for the branch with technical proficiency increasing overall proficiency of the department and employees.
- Audited personnel systems and processes; identified and corrected shortfalls within internal programs that would increase efficiency and provide transparency to the field.

**Operations Manager | First Sergeant**

June 2009-May 2012

- Executed actions required to formulate, develop, coordinate, and implement policies and guidelines for specific operations on a regional and global basis in line with Army policies.
- Led the 163 personnel in the Operations Section by establishing critical priorities and processes improving communication and integration with customers and higher headquarters.
- Planned, coordinated, and oversaw all activities pertaining to organizational readiness. Prepared operation orders and presentations as well as processed and distributed orders from corporate headquarters.
- Identified productivity gaps in the organization and established standard operating procedures resulting in a more efficient and effective processing of actions in operations.

**EDUCATION**

Master of Public Administration (MPA) | The University of Texas at El Paso – Magna Cum Laude  
Bachelor of Professional Studies (BPS), Business and Management | Excelsior College – Summa Cum Laude  
Associate of Applied Science (AAS), Information Technology | Central Texas College

**CERTIFICATIONS**

Resilience-Building Leadership Professional (RBLP-T)  
Executive Leadership and Management Course  
Army Instructor Certification

**NOTABLE AWARDS**

Public Service Commendation Medal  
Bronze Star x 3 (Combat deployments in Iraq and Afghanistan)  
Purple Heart (received in Afghanistan)  
Draper Armor Leadership Award (for Excellence in Leading & Developing Soldiers)  
Phi Alpha Alpha Honors Society | University of Texas at El Paso

**VOLUNTEERING**

Department of Political Science and Public Administration Advisory Board Member-UTEP  
Volunteer Scuba Diver-El Paso Zoo





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1384, **Version:** 1

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### **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) 212-1737

#### **AGENDA LANGUAGE:**

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

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

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

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**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:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what?  
Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? \_X\_ YES \_\_\_ NO**

**PRIMARY DEPARTMENT:** Tax Office

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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

TAX REFUNDS  
October 24, 2023

1. Cheddar's Casual Café c/o Ryan Tax Compliance Services LLC, in the amount of \$10,370.14 made an overpayment on January 24, 2023 of 2022 taxes.  
(Geo. #2000-999-0227-0042)
2. Weststar Title, in the amount of \$4,928.87 made an overpayment on March 10, 2023 of 2022 taxes.  
(Geo. #F609-999-0180-2500)

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Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor Collector



TAX OFFICE  
RECEIVED  
OCT 05 2023

Received

SEP 18 2023

Ryan  
PTS - Houston

RYAN TAX COMPLIANCE SERVICES LLC  
16220 NORTH SCOTTSDALE ROAD SUITE  
450  
SCOTTSDALE, AZ 85254

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

Geo No. 2000-999-0227-0042	Prop ID 500153
Legal Description of the Property INV FURN MACH SIGN  11895 W GATEWAY BLVD  OWNER: CHEDDAR'S #2016	

OP ✓  
+2500

2022 OVERAGE AMOUNT \$10,370.14 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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.

<b>Step 1. Identify the refund recipient.</b> Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: Cheddar's Casual Cafe c/o Ryan Tax Compliance Services LLC			
	Address: 16220 North Scottsdale Road Suite 450			
	City, State, Zip: Scottsdale, AZ, 85254			
Daytime Phone No.: 866-866-4186		E-Mail Address: ptscompliance@ryan.com		
<b>Step 2. Provide payment information.</b> 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
	Ryan Tax	OK 45328	1/24/23	242,064.33
	TOTAL AMOUNT PAID (sum of the above amounts)			
<b>Step 3. Provide reason for this refund.</b> Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):		
<b>Step 4. Sign the form.</b> 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) Chasity Hanson		PRINTED NAME & DATE Chasity Hanson 09/26/2023 ✓	

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

10-5-23 ✓





MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

OCT 02 2023

WESTSTAR TITLE LLC  
601 N MESA SUITE  
EL PASO, TX 79901

OP ✓  
+2500

Geo No. F609-999-0180-2500	Prop ID 222210
Legal Description of the Property 18 FRANKLIN HILLS #4 LOT 25 (5979.00 SQ FT)  6320 FRANKLIN GATE DR 79912	
OWNER: WILKSON MATTHEW M & ALEJANDRA A	

2022 OVERAGE AMOUNT \$4,928.87 ✓

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

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: WestStar Title

Address: 601 N Mesa Suite 1025 ✓

City, State, Zip: El Paso, TX 79901 ✓

Daytime Phone No.: 915-849-5546

E-Mail Address:

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

CK-20221465

3/10/23

8,340.20 ✓

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)

PRINTED NAME & DATE

Sandra L. Swift  
Weststar Title

Sandra L. Swift 9/29/23 ✓

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By: N.H.

Date: 10-2-23


391

TAX REFUNDS  
October 24, 2023

1. Cheddar's Casual Café c/o Ryan Tax Compliance Services LLC, in the amount of \$10,370.14 made an overpayment on January 24, 2023 of 2022 taxes.  
(Geo. #2000-999-0227-0042)
2. Weststar Title, in the amount of \$4,928.87 made an overpayment on March 10, 2023 of 2022 taxes.  
(Geo. #F609-999-0180-2500)

---

Laura D. Prine  
City Clerk

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor Collector



Legislation Text

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**File #:** 23-1393, **Version:** 1

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**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) 212-1737

**AGENDA LANGUAGE:**

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

A Resolution refunding Barbara McDade, in the amount of \$20.03, for an overpayment made on May 4, 2020 of 2019 taxes; Geo. # X606-000-010F-1490. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit.

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Maria O. Pasillas, (915) 212-1737

**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:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Barbara McDade, in the amount of \$20.03, made an overpayment on May 4, 2020 of 2019 taxes; Geo. # X606-000-010F-1490. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

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.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one?

Council has considered this previously on a routine basis.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Tax Office  
**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Maria O. Pasillas*

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



## **RESOLUTION**

**WHEREAS**, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

**WHEREAS**, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

**WHEREAS**, taxpayer, Barbara McDade through Robert Timothy & Barbara Ann McDade ("Taxpayer") has applied for a refund with the tax assessor for their 2019 property taxes that were overpaid on May 04, 2020 in the amount of \$20.03 for all taxing entities; and

**WHEREAS**, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2019 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 Barbara McDade through Robert Timothy & Barbara Ann McDade showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2019 taxes and the tax refund in the amount of \$20.03 is approved.

**APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**


**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Maria O. Pasillas, RTA  
Tax Assessor/Collector



MARIA O. PASILLAS, RTA  
CITY OF EL PASO TAX ASSESSOR COLLECTOR  
221 N. KANSAS, STE 300  
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

TAX OFFICE  
RECEIVED

AUG 30 2023

MCDADE ROBERT TIMOTHY & BARBARA  
ANN  
16032 GAY LYNN RD  
EL PASO, TX 79938-8396

Geo No. X606-000-010F-1490	Prop ID 680398
Legal Description of the Property 6 PUBLIC SCHOOL SEC 10 ABST 6674 TR 3-M (0.6886 AC)	
16032 GAYLYNN RD 79938	
OWNER: MCDADE ROBERT TIMOTHY & BARBARA ANN	
2019 OVERAGE AMOUNT \$20.03	

OP  
+ 3 yrs

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 10: CLINT ISD, 27: EMERG. SERVICES DIST. #2

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: Barbara McDade			
	Address: 16032 Gay Lynn Rd			
	City, State, Zip: El Paso, TX, 79938			
	Daytime Phone No.: 915-238-5812		E-Mail Address:	
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
	MO	#R209402188501	5/4/20	238.00
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	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	
	Barb McDade		Barbara McDade 8/27/23	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 8-30-23				

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# Internal Audit Department

**MAYOR**  
Oscar Leoser

**DATE:** September 18, 2023

**TO:** Maria O. Pasillas, Tax Assessor/Collector

**CITY COUNCIL**

**FROM:** Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

**District 1**  
Brian Kennedy

**SUBJECT:** Review of Tax Overpayment Refunds that Exceed Three Years

**District 2**  
Alexandra Anello

The Internal Audit Department conducted a review of the Tax Overpayment Refunds that exceeded a three-year period. This engagement was accepted based on the engagement's potential to improve management of risks, add value, and/or improve the organization's operations (IIA 2010.C1). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management responses.

**District 4**  
Joe Molinar

The following Tax Overpayment Refund that exceeded a three-year period was reviewed:

**District 5**  
Isabel Salcido

BARBARA MCDADE

X606-000-010F-1490 \$20.03

**District 6**  
Art Fierro

The Internal Audit Department reviewed the refund application, copies of cancelled checks or proof of payments. Attached is a list of days from the date the completed application was received by the Tax Office and sent to the Internal Audit Department for review. The Tax Office took 16 days to process the application received and send for review.

**District 7**  
Henry Rivera

**District 8**  
Chris Canales

Based on our review, the Tax Overpayment Refunds that exceeded a three-year period were determined to be appropriate to send to City Council for approval pursuant to Section 31.11 (c-1) of the Texas Tax Code.

**INTERIM  
CITY MANAGER**  
Cary Westin

cc: Cary Westin, Interim City Manager  
Robert Cortinas, Deputy City Manager & Chief Financial Officer

**Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor**  
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901

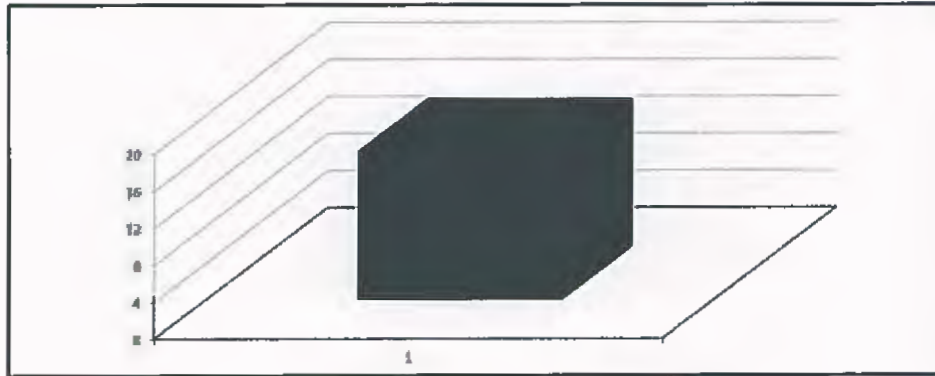
O: (915) 212-0069 | D: (915) 212-1365 | Email: [calderones@elpasotexas.gov](mailto:calderones@elpasotexas.gov)





City of El Paso  
Internal Audit Department  
Tax Office Refund Project  
Week of 09/11/2023 Reviews- Over Three Years

Refund To	PIN Number	Amount of Refund	Date Application was Received	Date of Proof of Payment was Received in the Tax Office	Date Application was approved by the Tax Office	Date Tax Office Sent to Internal Audit for Review	Total Days from Date Proof of Payment to Date Paid to the Refundee	Date Internal Audit Reviewed Application	Comments
1 BARBARA MCDADE	X606-000-010F-1490	\$20.03	8/27/2023	8/30/2023	8/31/2023	9/15/2023	16	9/18/2023	
		\$20.03							



**Legend**

- 01-10 Days
- 11-20 Days
- 21-30 Days
- 31-40 Days
- 41-50 Days
- 51-60 Days
- 61-70 Days
- 71-80 Days
- 81-90 Days
- 91-100 Days
- 101-110 Days
- 111-120 Days
- 121-130 Days
- 131-140 Days
- 141-150 Days
- 151-160 Days
- 161-170 Days
- 171-180 Days
- 181-190 Days
- 191-200 Days
- 201-210 Days
- 211-220 Days
- 221-230 Days
- 231-240 Days
- 241-250 Days
- 251-260 Days
- 261-270 Days
- 271-280 Days
- 281-290 Days
- 291-300 Days
- 301-310 Days
- 311-320 Days
- 321-330 Days
- 331-340 Days
- 341-350 Days
- 351-360 Days
- 361-370 Days
- 371-380 Days
- 381-390 Days
- 391-400 Days
- 401-410 Days
- 411-420 Days
- 421-430 Days
- 431-440 Days
- 441-450 Days
- 451-460 Days
- 461-470 Days
- 471-480 Days
- 481-490 Days
- 491-500 Days
- 501-510 Days
- 511-520 Days
- 521-530 Days
- 531-540 Days
- 541-550 Days
- 551-560 Days
- 561-570 Days
- 571-580 Days
- 581-590 Days
- 591-600 Days
- 601-610 Days
- 611-620 Days
- 621-630 Days
- 631-640 Days
- 641-650 Days
- 651-660 Days
- 661-670 Days
- 671-680 Days
- 681-690 Days
- 691-700 Days
- 701-710 Days
- 711-720 Days
- 721-730 Days
- 731-740 Days
- 741-750 Days
- 751-760 Days
- 761-770 Days
- 771-780 Days
- 781-790 Days
- 791-800 Days
- 801-810 Days
- 811-820 Days
- 821-830 Days
- 831-840 Days
- 841-850 Days
- 851-860 Days
- 861-870 Days
- 871-880 Days
- 881-890 Days
- 891-900 Days
- 901-910 Days
- 911-920 Days
- 921-930 Days
- 931-940 Days
- 941-950 Days
- 951-960 Days
- 961-970 Days
- 971-980 Days
- 981-990 Days
- 991-1000 Days



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1367, **Version:** 1

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### **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 Manager's Office, K. Nicole Cote, (915) 212-1092

#### **AGENDA LANGUAGE:**

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

For notation only, the P-Card Transactions for the period of August 21 - September 20, 2023 for Mayor, City Council Representatives and staff.

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

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME AND PHONE NUMBER:**

K. Nicole Cote, Managing Director, City Manager's Office (915) 212-1092

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** 6. Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** N/A

**SUBJECT:** For notation only, the P-Card Transactions for the period of August 21 – September 20, 2023 for Mayor, City Council Representatives and staff.

**BACKGROUND / DISCUSSION:**

Per FY 2024 Budget Resolution All PCard transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the City Council member and their staff Expenditures under this section shall adhere with all relevant city and state laws and policies.

**PRIOR COUNCIL ACTION:** N/A

**AMOUNT AND SOURCE OF FUNDING:** N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

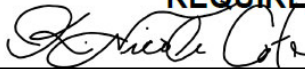
City Manager's Office - Office of Management and Budget

**SECONDARY DEPARTMENT:** All City

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\*\*\*\*\***REQUIRED AUTHORIZATION**\*\*\*\*\*

**DEPARTMENT HEAD:**



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

**Mayor and Council  
P-Card Transactions**

08/21/23 - 09/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 01	Saucedo Lizette	Eig	09/13/2023	311.23	Email service
DISTRICT 02	Annelo Alexsandra	Lyft 1 Ride 09-17	09/19/2023	\$ 15.81	
DISTRICT 02	Ibarra Matthew	Mailchimp	09/04/2023	\$ 26.50	
DISTRICT 02	Ibarra Matthew	Canva* 03911-48038056	09/18/2023	\$ 12.95	
DISTRICT 03	Hernandez Cassandra	Samsclub.Com	08/24/2023	\$ 58.78	
DISTRICT 03	Hernandez Cassandra	United	08/28/2023	\$ 645.40	
DISTRICT 03	Hernandez Cassandra	Zoom.U.s 888-799-9666	08/29/2023	\$ 15.99	
DISTRICT 03	Hernandez Cassandra	Sams Membership	08/30/2023	\$ 50.00	
DISTRICT 03	Hernandez Cassandra	Eig	09/05/2023	\$ 52.00	
DISTRICT 03	Hernandez Cassandra	Park Hyatt Washington	09/08/2023	\$ 960.06	
DISTRICT 03	Hernandez Cassandra	Canva* I03908-50035124	09/14/2023	\$ 12.99	
DISTRICT 03	Olivares Bettina	Target 00008490	08/21/2023	\$ 7.66	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 03	Olivares Bettina	Office Depot #223	08/21/2023	\$ 39.99	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 03	Olivares Bettina	Sams Club #8153	08/23/2023	\$ 59.72	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 03	Olivares Bettina	Chick-Fil-A #03976	08/24/2023	\$ 149.04	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 03	Olivares Bettina	Olive Garden 0021232	08/31/2023	\$ 43.38	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 03	Olivares Bettina	Albertsons #1936	09/15/2023	\$ 148.50	Cupcakes for Eastside and Happiness Senior centers located in D3 for their Diez y Seis de Septiembre celebrations on 9/15.
DISTRICT 03	Olivares Bettina	Sarabias Portable Jons	09/19/2023	\$ 265.00	for D3 Movies in the Park event series in Aug and Sept in D3. Expense paid with funds donated to D3 for event and acceptance approved by City Council.
DISTRICT 04	Molinar Joe	National Car Rental	08/21/2023	\$ 55.07	
DISTRICT 05	Nino Ivan	Office Depot #223	08/28/2023	\$ 354.66	TONERS FOR OFFICE PRINTER - REQUESTED BY REP. SALCIDO.
DISTRICT 05	Nino Ivan	Dropbox 2jxmncxssjtj	08/31/2023	\$ 21.31	Dropbox sub set up by Maricza Ramirez for D5 per Rep. Salcido
DISTRICT 05	Nino Ivan	Mailchimp	09/06/2023	\$ 13.86	
DISTRICT 05	Nino Ivan	Gannettnewspprtx-Nm-Co	09/07/2023	\$ 17.03	El Paso Times Subscription
DISTRICT 05	Nino Ivan	The Economist	09/09/2023	\$ 94.23	
DISTRICT 05	Nino Ivan	Zoom.U.s 888-799-9666	09/09/2023	\$ 15.99	
DISTRICT 05	Nino Ivan	Gannettnewspprtx-Nm-Co	09/19/2023	\$ 17.70	
DISTRICT 05	Nino Ivan	Canva* I03914-70522366	09/20/2023	\$ 12.95	Canva design. Platform to design graphics for outreach to constituency.
DISTRICT 06	Maldonado Mariaelena	Swank Motion Pictures Inc	08/18/2023	\$ 480.00	
DISTRICT 06	Maldonado Mariaelena	Sq*d Embroidery & Screen	08/18/2023	\$ 209.16	
DISTRICT 06	Maldonado Mariaelena	El Paso Inc	08/20/2023	\$ 5.00	
DISTRICT 06	Maldonado Mariaelena	El Paso Times	08/28/2023	\$ 11.99	Newspaper
DISTRICT 06	Maldonado Mariaelena	Sams Club#6502	09/06/2023	\$ 103.74	Cotton Candy for Movies at the Park
DISTRICT 06	Maldonado Mariaelena	Wm Supercenter #5108	09/08/2023	\$ 26.80	Water for Movies at the Park event.
DISTRICT 06	Maldonado Mariaelena	Franks Supply Company	09/11/2023	\$ 63.65	Generator for Movies at the Park screen and lights.
DISTRICT 06	Maldonado Mariaelena	El Paso Inc	09/19/2023	\$ 5.00	Newspaper subscription
DISTRICT 07	Jimenez Camilo	Samsclub #6502	08/25/2023	\$ 111.86	
DISTRICT 07	Jimenez Camilo	Texas Municipal League	08/25/2023	\$ 400.00	
DISTRICT 07	Jimenez Camilo	Texano Restaurant	09/06/2023	\$ 103.00	
DISTRICT 07	Jimenez Camilo	Sams Club #8280	09/06/2023	\$ 27.94	
DISTRICT 07	Rivera Henry	Eig	09/01/2023	\$ 120.00	
DISTRICT 08	Abbas Tatiana	City Of El Paso - Ecm	08/31/2023	\$ 693.88	Peace officers for Segundo Barrio Block Party 2023
DISTRICT 08	Canales Jorge	The Event Helper, Inc.	09/01/2023	\$ 302.00	Event Insurance for Segundo Barrio Block Party 2023
DISTRICT 08	Rodriguez Alma	City Of El Paso - Ecm	08/25/2023	\$ 826.04	Segundo Barrio Block Party 2023 Event Permit
DISTRICT 08	Rodriguez Alma	In *tovar Printing, Inc.	08/28/2023	\$ 193.00	Segundo Barrio Block Party Flyers

**Mayor and Council  
P-Card Transactions**

**08/21/23 - 09/20/23**

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 08	Rodriguez Alma	El Paso Times	09/08/2023	\$ 1.05	Office newspaper subscription
MAYORS OFFICE	Escobar Estrella	Austin Marriott Downto	09/20/2023	\$ 310.50	Travel
MAYORS OFFICE	Mendoza Irma	Office Depot #195	08/17/2023	\$ 9.29	Purchased "Private" sign and placed on the door of the restroom in the Mayor's Office area.
MAYORS OFFICE	Mendoza Irma	Primo Water	08/24/2023	\$ 94.14	
MAYORS OFFICE	Mendoza Irma	Primo Water	09/09/2023	\$ 72.02	
MAYORS OFFICE	Mendoza Irma	Sq *meza Trophies & Plaqu	09/14/2023	\$ 62.16	





Legislation Text

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File #: 23-1427, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 7**

Members of the City Council, Representative Henry Rivera, (915) 212-0007

**AGENDA LANGUAGE:**

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

Discussion and action that the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$1000, to Books are Gems for use towards the purchase of books and serves a municipal purpose of providing educational and cultural activities to the residents of the City of El Paso, which benefits the community and instills community pride and that the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute the agreement and any amendments to such agreement that do not affect the City's approved budget.

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

**DEPARTMENT:** Mayor & Council

**AGENDA DATE:** 10/24/2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Henry Rivera 212-0007

**DISTRICT(S) AFFECTED:** 7

**STRATEGIC GOAL:** 4

**SUBJECT:**

Discussion and action that the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$1000, to Books are Gems for use towards the purchase of books and serves a municipal purpose of providing educational and cultural activities to the residents of the City of El Paso, which benefits the community and instills community pride and that the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute the agreement and any amendments to such agreement that do not affect the City's approved budget.

**BACKGROUND / DISCUSSION:**

The intention of this item is to donate District 7 discretionary funds to a non-profit organization in District 7.

**PRIOR COUNCIL ACTION:**

Yes 09/14/2021

**AMOUNT AND SOURCE OF FUNDING:**

District 7 Discretionary Funds

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

## RESOLUTION

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

That the City Council declares that the expenditure of District 7 discretionary funds, in an amount not to exceed \$1000, to Books are Gems for use towards the purchase of books and serves a municipal purpose of providing educational and cultural activities to the residents of the City of El Paso, which benefits the community and instills community pride.

That the City Manager be authorized to effectuate any budget transfer necessary to ensure that the funds are properly expended for such purpose and to execute any related agreements and amendments to such agreements.

**APPROVED** this \_\_\_\_\_ day of October 2023.


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

THE STATE OF TEXAS   )  
  )  
COUNTY OF EL PASO   )

## AGREEMENT

This Agreement (“**Agreement**”) is made on \_\_\_\_\_, 2023 (“**Effective Date**”) and is between the City of El Paso, a municipal corporation under the laws of the State of Texas (the “**City**”) and Books are Gems, a (“**Recipient**”).

**WHEREAS**, The City is committed to enhancing El Paso’s Quality of Life through recreational, cultural and educational environments; and

**WHEREAS**, Books are GEMS is a 501(c)(3) nonprofit organization whose mission is to inspire children and empower El Paso families through literacy, in an effort to increase literacy rates in El Paso County; and

**WHEREAS**, the City Council has authorized the expenditure of \$1,000 of discretionary funds from District 7 to pay towards the purchase of new books and serves a municipal purpose of providing educational and cultural activities to the residents of the City of El Paso, which benefits the community and instills community pride.

The parties agree as follows:

1. **Funding Amount.** Provided the Recipient complies with all obligations under this Agreement, the City will provide funds to the Recipient in an amount up to \$1,000 (“**Program Fund**”). Notwithstanding anything to the contrary, the Recipient may only receive Program Fund disbursements for expenses considered to be “Allowable Expenses”. For purposes of this Agreement, the term “**Allowable Expenses**” means any expenses eligible for reimbursement under the Program Budget and Program Scope. The City may withhold Program Fund disbursements from the Recipient if the Department director reasonably believes that the Recipient (1) has not complied with all obligations under this Agreement, (2) the Recipient has breached any representations and warranties under this Agreement, (3) the submitted expenditures are not in accordance to the approved Program Budget as provided in this Agreement, (4) the expenses are not considered Allowable Expenses, (5) the expenses have not been incurred, and/or (6) the proof of expenses provided by the Recipient are not adequate to confirm that the expenditure meets the requirements of this Agreement. Recipient acknowledges and agrees that the City will not make a reimbursement to the Recipient for expenses that are or will be reimbursed by another funding source, including but not limited to another federal, state, local government or nonprofit agency.
2. **Program Scope.** Recipient will comply with all the requirements and deadlines described in Attachment “A” attached to this Agreement (the “**Program Scope**”). Notwithstanding anything to the contrary, the Recipient will be responsible for repaying the City any funds that the Recipient expends in violation of any provisions under this Agreement.

3. **Term.** Unless terminated sooner as allowed under this Agreement, this Agreement commences on the Effective Date and terminates 365 calendar days from the Effective date.
4. **Budget.** The Recipient will adhere to the program budget attached to this Agreement as Attachment “B” (the “**Program Budget**”), and made a part hereof for all purposes. Unless allowed in the Program Scope, the Recipient will obtain the advance approval of the City Manager for any changes to the Program Budget, such changes including but not limited to increases in budget, decreases in budget, and changes in budget category amounts.
5. **Insurance.** The Recipient will comply with all of the following insurance requirements for the full term of this Agreement. Any gaps in insurance coverage are considered a breach of the requirements of this Agreement.
  - a. Commercial Liability Insurance. The Recipient will procure Commercial Liability Insurance in the minimum amounts of \$250,000 per occurrence for bodily injury or wrongful death and \$250,000 for property damage. The Recipient will ensure that the liability insurance provides coverage for premises liability, operations liability, products and completed operations liability, personal and advertising injury, contractual liability, broad form property damage liability, and independent contractor liability. If the Recipient is performing services near any railroad or streetcar track, then the Recipient will provide liability insurance that provides railroad protective liability insurance in the amount of \$250,000 Bodily Injury/\$250,000 Property Damage Liability per occurrence
  - b. Workers Compensation Insurance. If required by law, the Recipient will procure workers compensation insurance as required by law.
  - c. With the exception of the workers compensation insurance, the Recipient will add the City as an additional insured to the all insurance policies required under this Agreement.
  - d. The Recipient will procure all insurances with an endorsement that requires notification to the additional insured prior to any changes or cancellations in coverage.
  - e. The Recipient will obtain prior approval of the City for any deductibles.
  - f. The Recipient will procure all insurances from businesses authorized to do business in Texas. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer of an insurance policy in the City’s sole discretion.
  - g. Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the City, their elected and appointed officials, officers, agents or employees.
  - h. Each policy must contain an endorsement that such policy is primary insurance to any other insurance available to the Additional Insured with respect to claims arising hereunder and that the insurance applies separately to each insured.

- i. Prior to starting any activities under this Agreement, the Recipient will provide the City proof of compliance with all insurance requirements in this Agreement. Proof provided by the Recipient to the City must be in the form of a certificate of insurance accompanied by all endorsements. Following a written request by the City, the Recipient will provide the City a complete copy of all insurance policies required under this Agreement.
6. **Indemnification.** TO THE EXTENT ALLOWED BY LAW AND EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE RECIPIENT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE ARISING FROM THE RECIPIENTS AND/OR THE RECIPIENT'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS AGREEMENT.
7. **Release.** To the extent allowed by law, the Recipient releases the City and the City's officers, officials, and employees from all claims of property damage, property loss, injury, or death sustained by the Recipient while performing any activities related to this Agreement.
8. **Damage to City Property.** The Recipient will pay the costs of repairing any damages to City property if any city property is used caused by the Recipient or the Recipient's contractors, subcontractors, or agents. The Recipient will make payment for any damages within 30 calendar days of receiving an invoice from the City.
9. **Termination.**
  - a. Non-Appropriation of Funds by the City. If the City fails to appropriate sufficient funds to carry out the obligations of the City under this Agreement, then the City may terminate this Agreement upon 30 calendar day notice to the Recipient.
  - b. For Cause. Either party may terminate this Agreement for cause following a 30 calendar day opportunity to cure. For purposes of this Agreement "for cause" means a failure of a party to perform any obligations under this Agreement or breach of any representations and warranties made under this Agreement. If the City terminates this Agreement for cause, then the Recipient will pay the City the damages resulting from the termination for cause, which may include paying back all funds disbursed by the City to the Recipient, if appropriate.
  - c. Termination by Recipient. The Recipient may terminate this Agreement by sending to the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated.

However, if the City determines in the case of partial termination that the reduced or modified portion of the Program Funds Amount will not accomplish the purposes for which the federal award was made, the City may terminate the Program Fund in its entirety.

- d. Termination for convenience. The City may terminate this Agreement for any reason upon advance written notice to the Recipient. The City will allow the Recipient 15 calendar days from the date of receipt of the termination notice to stop all services under this Agreement. The Recipient will cease all services under the Agreement by the end of the 15 calendar day period allowed under the termination notice. Upon termination, the Recipient will submit a final statement of Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice along with proof of such expenses. Recipient will be entitled to any Allowable Expenses incurred up to the end of the 15 calendar day period specified in the termination notice provided that Recipient submits all proof and documents required under this Agreement and the Recipient is in compliance with all requirements under this Agreement.
10. **Audit and Inspections.** Recipient will keep all records related to this Agreement for the term of this Agreement. Until termination of this Agreement, Recipient will allow the City to inspect all records reasonably related to this Agreement within seven (7) calendar days from request in order to make audits, examinations, excerpts, and transcripts. The Recipient will provide copies to the requesting party of any records requested at the Recipient's expense. The Recipient will comply with any additional audit requirements listed on the Program Scope.
  11. **Liability for Funds.** The Recipient will repay to the City any funds that the Recipient accepts or disburses under this Agreement in violation of this Agreement.
  12. **Monitoring.** The Recipient will allow the City reasonable access to inspect the Recipient's Offices and facilities subject of this Agreement to ensure compliance with any applicable local, state, and federal requirements. The City will provide the Recipient reasonable notice prior to a visit. Following a visit the City may provide the Recipient with a report regarding the findings of the visit. If the City provides the Recipient with a report, then the Recipient will correct any findings and provide a written response to the City addressing the City's findings. The City shall have a right to access to monitor or request copying, mailing or electronic transmission of Recipient's records that are related to this Agreement. Monitoring reports will include a written report to Recipient documenting findings and concerns that will require a written response to the City. An acceptable response must be received by the City within **seven (7) days** from the Recipient's receipt of the monitoring report or audit review letter. Failure of the Recipient to take all actions necessary to resolve and close monitoring or audit findings within **thirty (30) days** of the monitoring report or audit review letter shall be considered breach of this Contract. The City Manager may grant additional time beyond the original due date provided by compliance staff to comply with

the terms of this Agreement. Additional time beyond the original due date can only be granted for reasons the City Manager may judge to be extenuating circumstances.

13. **Reversion of Assets.** The Recipient will transfer to the City any funds at hand at the time of expiration or termination of this Agreement. The Recipient will transfer such funds within 10 calendar days of the expiration or termination of the Agreement.
14. **Representations and Warranties.** The Recipient represents and warrants that the Recipient is in good legal standing with the laws of the Recipient's state of incorporation, the Recipient is legally authorized to perform business in Texas, and the person's signing the Agreement on behalf of the Recipient are authorized to sign this Agreement. If Recipient is doing business under an assumed name, a copy of the "Assumed Name Certificate" filed with the El Paso County Clerk shall be submitted to the City prior to the execution of this agreement. The Recipient represents that the Recipient has not had any allegations or cases made against the Recipient related to fraud or bribery including at a criminal, civil, or administrative level.
15. **Additional Requirements.** The Attachments listed on this section and the laws and requirements referenced in the Attachments are incorporated into this Agreement in full and are considered to be an essential part of this Agreement. The Recipient will comply with all laws referenced in the Attachments as well as all the requirements listed in the Attachments incorporated to this Agreement. If there are any conflicts between any Attachment and this Agreement, then the most stringent requirement governs. Further, the parties may exercise any rights afforded under the laws referenced in the Attachments. All laws required under the Attachments to be included as part of this Agreement are incorporated and are considered to be part of this Agreement.
  - a. Attachment "A" - Program Scope
  - b. Attachment "B" - Program Budget
16. **Copyrights, Licenses, and Patents.** If this Contract results in a copyrightable material, the City's approval must be obtained to copyright the work. Additionally, the City reserves a royalty free along with a nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. Any discovery or invention arising out of or developed in the course of the services aided by this Agreement shall be promptly and fully reported to the City for a determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
17. **General Provisions.**
  - a. **Subcontracting.** Unless allowed under the Program Scope, the Recipient may not subcontract any activities under this Agreement without the prior written consent of the City.



- b. Definitions/Recitals. A defined term under this Agreement appears in **bold face** print when first defined. All Recitals in this Agreement are incorporated into and made a part of this Agreement.
- c. Discrimination Prohibited. Recipient shall comply with all laws prohibiting discrimination as further specified in Program Scope and the applicable local, state and federal requirements. Recipient must file the assurance required under City of El Paso Ordinance 9779, prohibiting discrimination against disabled persons. Failure to do so in any manner which impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder, shall constitute a breach of this Agreement. Recipient covenants that during the term of this Agreement, the Recipient, its associates, officers, board or committee members, and/or employees shall have no interest, direct or indirect, which will conflict in any manner with the performance of the services under this Agreement and that none of its paid personnel shall be employees of the City or have any contractual relationship with the City.
- d. Compliance with Laws. Recipient will comply with all applicable laws while performing activities under this Agreement. Recipient will obtain all licenses and pay all fees or other charges that may be required to perform the activities under this Agreement, if applicable.
- e. Recipient's Composition. Recipient shall notify the City in writing within thirty (30) calendar days in the event of any change in Recipient's ownership, organization, control and management, and non-profit tax status. Recipient shall, at least annually, submit to the City a list of its current membership and board of directors with their appropriate titles. The City reserves the right to terminate this Agreement if the composition of the Recipient's organization changes in a manner that would make the Recipient ineligible for funds under program requirements.
- f. Independent Contractor Relationship. Nothing in this Agreement creates and employer employee relationship between the parties. The City is not subject to any obligations or liabilities of the Recipient incurred in the performance of this Agreement.
- g. Confidentiality. The City will handle all release of information obtained under this Agreement as required under the Texas Public Information Act. The Recipient agrees to the release of this Agreement pursuant to a request made under the Texas Public Information Act. This clause survives the completion or termination of this Agreement.
- h. Successors and Assigns. This Agreement is binding on the City and the Recipient, and the Recipient'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.
- i. Venue. This Agreement is entered in the City and County of El Paso, Texas. Venue for any dispute pertaining this Agreement is in El Paso County, Texas.
- j. Governing Law. This Agreement is governed by Texas law.



[Signature page for the City of El Paso]

CITY OF EL PASO:

\_\_\_\_\_  
Cary Westin  
Interim City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

Acknowledgment

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by **Cary Westin**, as **Interim City Manager** of the **City of El Paso, Texas**.

\_\_\_\_\_  
**Notary Public, State of Texas**

**My commission expires:**

\_\_\_\_\_

[Signature page for Recipient]

RECIPIENT:

Name: Emma Acosta  
Title: Executive Director

## Acknowledgment

THE STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Emma Acosta, as Executive Director of Books are Gems.

**Notary Public, State of Texas**

**My commission expires:**

## **ATTACHMENT “A”**

### **Program Scope**

Books Are Gems will distribute 200 – 500 new books purchased through the donated funds to children or parents of children in the El Paso Community during their current programs for children. The books will be distributed every Monday, Wednesday, or Friday from 11 a.m. – 5 p.m. or until all the new books are distributed.

Books are Gems will provide an accounting to the City of El Paso documenting how the donated funds were used. Books are Gems will also provide a report of how the books were distributed, or how many children or families were benefited to ensure that the municipal benefit is met.

**ATTACHMENT “B”**  
**Program Budget**

\$1,000 Donation

\$1000	200-500 books at about \$2.00-\$5.00 per book
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El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1428, **Version:** 1

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### **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 Chris Canales, (915) 212-0008

#### **AGENDA LANGUAGE:**

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

Discussion and action on a Resolution amending the Rules of Order for City Council Meetings, specifically concerning a change to the process by which a member of Council may request to appear by video conference.

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

**DEPARTMENT:** Mayor and Council

**AGENDA DATE:** 10/24/2023

**CONTACT PERSON NAME AND PHONE NUMBER:**

Rep. Chris Canales, 915-212-0008

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:**

Goal 5 - Promote Transparent & Consistent Communication Amongst all Members of the Community

**SUBJECT:**

**APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what?  
Be descriptive of what we want Council to approve. Include \$ amount if applicable.**

Discussion and action on a Resolution Amending the Rules of Order for City Council Meetings, specifically concerning a change to the process by which a member of Council may request to appear by video conference.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

This change to the Rules of Order would allow a member of Council to request to appear by video conference on short notice in cases of unforeseen circumstances such as personal/family emergencies, sudden illness, or other urgent matters.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

The Rules of Order were last adopted on July 5, 2023.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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**RESOLUTION ADOPTING THE  
RULES OF ORDER FOR THE EL PASO CITY COUNCIL  
REVISED, AS EFFECTIVE OCTOBER 24, 2023**

**SECTION 1. PURPOSE OF RESOLUTION**

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

**SECTION 2. RULES OF ORDER**

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

**SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES**

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

**SECTION 4. STANDING**

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

**SECTION 5. SUSPENSION OF RULES**

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

**SECTION 6. PRESIDING OFFICER**

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

## **SECTION 7. QUESTIONS OF ORDER**

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

## **SECTION 8. VOTING**

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

## **SECTION 9. RECORDED DEBATE**

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

## **SECTION 10. ORDER OF PRECEDENCE OF MOTIONS**

The order of procedure of motions is set forth in Exhibit “A” attached hereto and fully incorporated by reference.

## **SECTION 11. MOTION TO RECONSIDER**

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

## **SECTION 12. OBTAINING THE FLOOR**

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the item under consideration. Members of Council shall refrain from side conversations during discussion of items under consideration.

For Regular City Council Meetings, in the debate, each member of Council has the right to speak twice on the same item on the same day, but cannot make a second speech on the same item as long as any member who has not spoken on that question desires the floor. No one can speak longer than ten minutes at a time without permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time.

During Work Sessions, Special meetings, or Agenda Review meetings, there will not be a limit to the time allowed for each Representative to have the floor, and the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.

## **SECTION 13. RIGHT OF CITIZENS TO BE HEARD**

Public Hearings/Agenda Items:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Public Comment/Non Agenda Items:

A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting either online or by using the sign-in sheet for the public

outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address, phone number, and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the public comment portion of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item “just in case” they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk up until such time that the public comment portion of the item has concluded.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tempore may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

#### **SECTION 14. CALLING AND ORDER OF AGENDA ITEMS**

Executive Session will be scheduled at the end of the meeting or other such time as determined by

the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit “B”**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City’s Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council’s adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

#### **SECTION 15. PARLIAMENTARIAN**

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

#### **SECTION 16. USE OF ELECTRONIC DEVICES**

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council may only use electronic devices for the matters pertinent to the meeting taking place. No use of personal cellular devices, nor personal communication, should take place on the dais, nor while participating virtually, while the meeting is in session. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

#### **SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE**

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting in order to post on the City Council agenda, or in cases of unforeseen circumstances such as personal/family emergencies, sudden illness, or other urgent matters notify the City Clerk no later than 8:30 AM on the day of the relevant meeting in order to post on the Revisions to the Agenda, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda or Revisions to the Agenda, respectively.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

**ADOPTED** this \_\_\_\_\_ day of July, 2023.

**CITY OF EL PASO:**

---

Oscar Leaser  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Laura D. Prine  
City Clerk

---

Kristen L. Hamilton-Karam  
Deputy City Attorney



## EXHIBIT “A”

### ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

## **EXHIBIT “B”**

**The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.**

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Ceremonial items: Proclamations and Recognitions \*
4. Consent Agenda
5. Council Member Requested Items
6. Operational Focus Updates
7. Regular Agenda
8. Executive Session

**Call to the Public/Public Comment/Non-Agenda Items:**

- **Will take place at 12:00 noon during every regularly scheduled Tuesday City Council Meeting.**
- **Call to the Public is for items not posted on the agenda for the City Council meeting.**
- **If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public at 12noon.**

**Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.**

- \* Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council.

**RESOLUTION ADOPTING THE  
RULES OF ORDER FOR THE EL PASO CITY COUNCIL  
REVISED, AS EFFECTIVE ~~JULY 5~~OCTOBER 24, 2023**

**SECTION 1. PURPOSE OF RESOLUTION**

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

**SECTION 2. RULES OF ORDER**

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

**SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES**

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

**SECTION 4. STANDING**

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

**SECTION 5. SUSPENSION OF RULES**

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

**SECTION 6. PRESIDING OFFICER**

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

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All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

## **SECTION 8. VOTING**

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

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The order of procedure of motions is set forth in Exhibit “A” attached hereto and fully incorporated by reference.

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Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

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outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address, phone number, and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign-in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

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The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item “just in case” they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk up until such time that the public comment portion of the item has concluded.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tempore may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

#### **SECTION 14. CALLING AND ORDER OF AGENDA ITEMS**

Executive Session will be scheduled at the end of the meeting or other such time as determined by



the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit “B”**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City’s Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council’s adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

#### **SECTION 15. PARLIAMENTARIAN**

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

#### **SECTION 16. USE OF ELECTRONIC DEVICES**

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council may only use electronic devices for the matters pertinent to the meeting taking place. No use of personal cellular devices, nor personal communication, should take place on the dais, nor while participating virtually, while the meeting is in session. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.



The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

## **SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE**

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting in order to post on the City Council agenda, or in cases of unforeseen circumstances such as personal/family emergencies, sudden illness, or other urgent matters notify the City Clerk no later than 8:30 AM on the day of the relevant meeting in order to post on the Revisions to the Agenda, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda or Revisions to the Agenda, respectively.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

**ADOPTED** this \_\_\_\_\_ day of July, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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Laura D. Prine  
City Clerk

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Kristen L. Hamilton-Karam  
Deputy City Attorney

# **EXHIBIT “A”** **ROBERTS RULES CHEAT SHEET**

<b>To:</b>	<b>You say:</b>	<b>Interrupt Speaker</b>	<b>Second Needed</b>	<b>Debatable</b>	<b>Amendable</b>	<b>Vote Needed</b>
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

<b>To:</b>	<b>You say:</b>	<b>Interrupt Speaker</b>	<b>Second Needed</b>	<b>Debatable</b>	<b>Amendable</b>	<b>Vote Needed</b>
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

## **EXHIBIT “B”**

**The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.**

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Ceremonial items: Proclamations and Recognitions \*
4. Consent Agenda
5. Council Member Requested Items
6. Operational Focus Updates
7. Regular Agenda
8. Executive Session

**Call to the Public/Public Comment/Non-Agenda Items:**

- **Will take place at 12:00 noon during every regularly scheduled Tuesday City Council Meeting.**
- **Call to the Public is for items not posted on the agenda for the City Council meeting.**
- **If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public at 12noon.**

**Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.**

- \* Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council.

**RESOLUTION ADOPTING THE  
RULES OF ORDER FOR THE EL PASO CITY COUNCIL  
REVISED, AS EFFECTIVE ~~JULY 5~~OCTOBER 24, 2023**

**SECTION 1. PURPOSE OF RESOLUTION**

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

**SECTION 2. RULES OF ORDER**

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

**SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES**

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

**SECTION 4. STANDING**

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

**SECTION 5. SUSPENSION OF RULES**

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

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Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item “just in case” they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk up until such time that the public comment portion of the item has concluded.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tempore may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

#### **SECTION 14. CALLING AND ORDER OF AGENDA ITEMS**

Executive Session will be scheduled at the end of the meeting or other such time as determined by

the Council. The Invocation and Pledge of Allegiance will take place no sooner than 9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit “B”**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore. The introduction of ordinances will be considered first on the regular agenda, followed by the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City’s Committees, Boards and Commissions.

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council’s adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

#### **SECTION 15. PARLIAMENTARIAN**

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

#### **SECTION 16. USE OF ELECTRONIC DEVICES**

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council may only use electronic devices for the matters pertinent to the meeting taking place. No use of personal cellular devices, nor personal communication, should take place on the dais, nor while participating virtually, while the meeting is in session. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

## **SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE**

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting in order to post on the City Council agenda, or in cases of unforeseen circumstances such as personal/family emergencies, sudden illness, or other urgent matters notify the City Clerk no later than 8:30 AM on the day of the relevant meeting in order to post on the Revisions to the Agenda, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda or Revisions to the Agenda, respectively.

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

**ADOPTED** this \_\_\_\_\_ day of July, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

---

Laura D. Prine  
City Clerk

---

Kristen L. Hamilton-Karam  
Deputy City Attorney

## EXHIBIT “A”

### ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

## **EXHIBIT “B”**

**The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.**

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Ceremonial items: Proclamations and Recognitions \*
4. Consent Agenda
5. Council Member Requested Items
6. Operational Focus Updates
7. Regular Agenda
8. Executive Session

**Call to the Public/Public Comment/Non-Agenda Items:**

- **Will take place at 12:00 noon during every regularly scheduled Tuesday City Council Meeting.**
- **Call to the Public is for items not posted on the agenda for the City Council meeting.**
- **If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public at 12noon.**

**Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.**

- \* Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council.



Legislation Text

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File #: 23-1417, Version: 1

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**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**

Airport, Sam Rodriguez, (915) 212-7301

**AGENDA LANGUAGE:**

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

An Ordinance amending Title 14 (Aircraft and Airports), Chapter 14.20 (Airport Vehicular Traffic Regulations), Section 14.20.240 C (Regulations) of the El Paso City Code to expand veterans parking privileges to veterans with specialty plates issued by the State of New Mexico and to establish a maximum of five days of complimentary parking for veterans in the short-Term parking lot and complimentary parking with no time limit in the long-term parking lot at the El Paso International Airport; penalty as provided in 14.04.040 C.

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** November 7, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Sam Rodriguez, (915) 212-7301

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** N/A

**SUBJECT:**

An ordinance amending Title 14 (Aircraft and Airports), Chapter 14.20 (Airport Vehicular Traffic Regulations), Section 14.20.240 C (REGULATIONS) of the El Paso City Code to expand parking privileges to Veterans with specialty plates issued by the state of New Mexico and to establish maximum of five (5) days of complimentary parking for veterans in the short term parking lot and complimentary parking with no time limit in the long term parking lot at the El Paso International Airport; Penalty as provided in 14.04.040 C.

**BACKGROUND / DISCUSSION:**

The Airport is currently experiencing capacity issues in the short-term parking lot. The solutions proposed include:

- Implementation of a reservation system
- Increase the rate at the short-term lot from \$15 to \$17 per day (approved on 10-10-23)
- Additional West lot at a flat \$10/day

The item proposed modifies the improvements including modifications of Disabled Veterans benefits by expanding complimentary parking to NM DV plates. The benefits include setting limits on complimentary parking for the short-term lot to a maximum of 5 days in order to align with the use of the short-term facility. This will allow more capacity in the short-term lot for visitors and address security issues associated with congestion on Terminal Drive.

**PRIOR COUNCIL ACTION:**

10/10/2023 City Council approved rate changes to short-term lot.

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating item.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
Sam Rodriguez, Aviation Director



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING TITLE 14 (AIRCRAFT AND AIRPORTS), CHAPTER 14.20 (AIRPORT VEHICULAR TRAFFIC REGULATIONS), SECTION 14.20.240 C (REGULATIONS) OF THE EL PASO CITY CODE TO EXPAND VETERANS PARKING PRIVILEGES TO VETERANS WITH SPECIALTY PLATES ISSUED BY THE STATE OF NEW MEXICO AND TO ESTABLISH A MAXIMUM OF FIVE DAYS OF COMPLIMENTARY PARKING FOR VETERANS IN THE SHORT-TERM PARKING LOT AND COMPLIMENTARY PARKING WITH NO TIME LIMIT IN THE LONG-TERM PARKING LOT AT THE EL PASO INTERNATIONAL AIRPORT; PENALTY AS PROVIDED IN 14.04.040 C.**

**WHEREAS**, the City Council seeks to amend Title 14 to include complimentary parking at the El Paso International Airport (“Airport”) for veterans with specialty plates issued by the State of New Mexico; and

**WHEREAS**, the City Council seeks to amend Title 14 to include a maximum five (5) day time limit veterans are to receive complimentary parking in the Airport’s short-term parking lot and to provide complimentary parking in the long-term parking lot with no time limit; and

**WHEREAS**, the City Council has deemed the proposed local amendments appropriate for the City of El Paso.

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

**Section 1.** That Title 14 (Aircraft and Airports), Chapter 14.20 (Airport Vehicular Traffic Regulations), Section 14.20.240 C (Regulations) is amended to the following:

**Title 14 – Aircraft and Airports**

**Chapter 14.20 – AIRPORT VEHICULAR TRAFFIC REGULATIONS**

**14.20.240 Regulations**

C. Each vehicle parking within either the short-term or long-term parking lots shall pay a fee for such use. The fee shall be calculated according to the length of time that the vehicle has occupied the lot. No fee shall be assessed to veterans with disabilities, Purple Heart recipients, Pearl Harbor survivors, former prisoners-of-war, Congressional Medal of Honor recipients, or surviving spouses of disabled veterans for up to five (5) consecutive days in the short-term parking lot. No fee shall be assessed to veterans with disabilities, Purple Heart recipients, Pearl Harbor survivors, former prisoners-of-war, Congressional Medal of Honor recipients, or surviving spouses of disabled veterans in the long-term parking lot. The exemption from payment is granted at the time of the charge only by or for the transportation of such person

**ORDINANCE NO. \_\_\_\_\_**

who registered the vehicle and while displaying the applicable license plate as issued by the State of Texas or New Mexico.

**Section 2.** Except as amended herein, Title 14 (Aircraft and Airports), Chapter 14.20 (Airport Vehicular Traffic Regulations) of the El Paso City Code remains in full force and effect.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.


**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Leslie B. Jean-Pierre  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Direction of Aviation

**ORDINANCE NO.** \_\_\_\_\_



Legislation Text

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File #: 23-1372, Version: 1

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**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, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST23-00010, to allow for a planned residential development on the property described as a portion of Lot 10 and 11, Block 4, Silverwood Subdivision and Tract 18A-1-A, Upper Valley Subdivision, 223 Silverwood Way, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.470 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: 223 Silverwood Way

Applicant: Scott Lychwick, PZST23-00010

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 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 granting special permit No. PZST23-00010, to allow for a planned residential development on the property described as a portion of Lot 10 and 11, Block 4, Silverwood Subdivision and Tract 18A-1-A, Upper Valley Subdivision, 223 Silverwood Way, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.470 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: 223 Silverwood Way  
Applicant: Scott Lychwick, PZST23-00010

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit for planned residential development with reductions to lot dimensional standards and setbacks to allow for three (3) single family lots. City Plan Commission recommended 7-0 to approve the proposed special permit on July 27, 2023. As of October 10, 2023, the Planning Division has received two (2) in-person comments and one (1) email in support, and two (2) emails in opposition to the special permit request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00010, TO ALLOW FOR A PLANNED RESIDENTIAL DEVELOPMENT ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 10 AND 11, BLOCK 4, SILVERWOOD SUBDIVISION AND TRACT 18A-1-A, UPPER VALLEY SUBDIVISION, 223 SILVERWOOD WAY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.470 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, SCOTT LYCHWICK, has applied for a Special Permit under Section 20.10.470 of the El Paso City Code to allow for a Planned Residential Development with reductions to lot dimensional standards and setback requirements; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a R-1 (Residential) District:  
*A portion of Lot 10 and 11, Block 4, Silverwood Subdivision and Tract 18A-1-A, Upper Valley Subdivision, 223 Silverwood Way, City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit “A”**; and,*

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for Planned Residential Development with reductions to lot dimensional standards and setback requirements on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the R-1 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit “B”** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00010, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE CITY OF EL PASO:**

**ATTEST:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant Attorney

**APPROVED AS TO CONTENT:**

*Philip Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**AGREEMENT**

**SCOTT LYCHWICK**, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **R-1 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2 day of October, 2023

SCOTT LYCHWICK

Scott Lychwick  
(Signature)

OWNER  
(Name/Title)

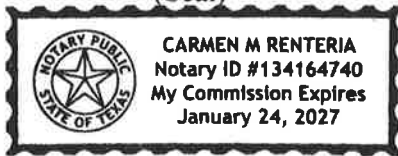
**ACKNOWLEDGMENT**

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 2 day of October, 2023 by Scott Lychwick as Owner.

(Seal)



Carmen Renteria  
Notary Public, State of Texas  
Signature

Carmen Renteria  
Printed or Typed Name

My Commission Expires:

Jan. 24, 2027

**ORDINANCE NO.** \_\_\_\_\_

23-1382 -TRAN-501619 | P&I PZST23-00010 223 Silverwood | Special Permit | JSG

**Zoning Case No: PZST23-00010**

EXHIBIT "A"

METES AND BOUNDS

PROPERTY DESCRIPTION: The parcel of land herein being described is portion of Lot 10 and 11, Block 4, SILVERWOOD SUBDIVISION and Tract 18A-1-A, UPPER VALLEY SUBDIVISION, City of El Paso, El Paso County, Texas and being more particularly described as follows:

Commencing at an existing city monument lying on the centerline intersection of Country Club Place (50 foot public right-of-way) and Camino Real Avenue (50 foot public right-of-way), thence South 79°08'18" East, a distance of 923.95 feet to a point lying on the easterly right-of-way line of Montoya Lateral (40 foot public right-of-way) said point also being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, South 63°19'00" East, a distance of 140.80 feet to a point for a boundary corner;

THENCE, South 89°15'00" East, a distance of 94.76 feet to a point for a boundary corner;

THENCE, South 45°02'00" East, a distance of 182.75 feet to a point for a boundary corner lying on the westerly right-of-way line of Silverwood Way (40 foot public right-of-way);

THENCE, South 50°09'00" West, along said right-of-way line, a distance of 236.03 feet to a point for a boundary corner also being the northeasterly boundary corner of El Paso Country Club, Tract 18-A-1 2, Block 4, UPPER VALLEY SURVEYS;

THENCE, North 52°08'00" West, leaving said right-of-way line, a distance of 175.71 feet to a boundary corner;

THENCE, North 78°40'49" West, a distance of 97.94 feet to a point for a boundary corner lying on the easterly right-of-way line of Montoya Lateral (40 foot public right-of-way);



THENCE, North 16°53'00" East, along said right-of-way line, a distance of 227.59 feet back to the "TRUE POINT OF BEGINNING" of this property description.

Said parcel of land containing 77,072.07 Sq. Ft. (1.7693 Acres) of land, more or less.

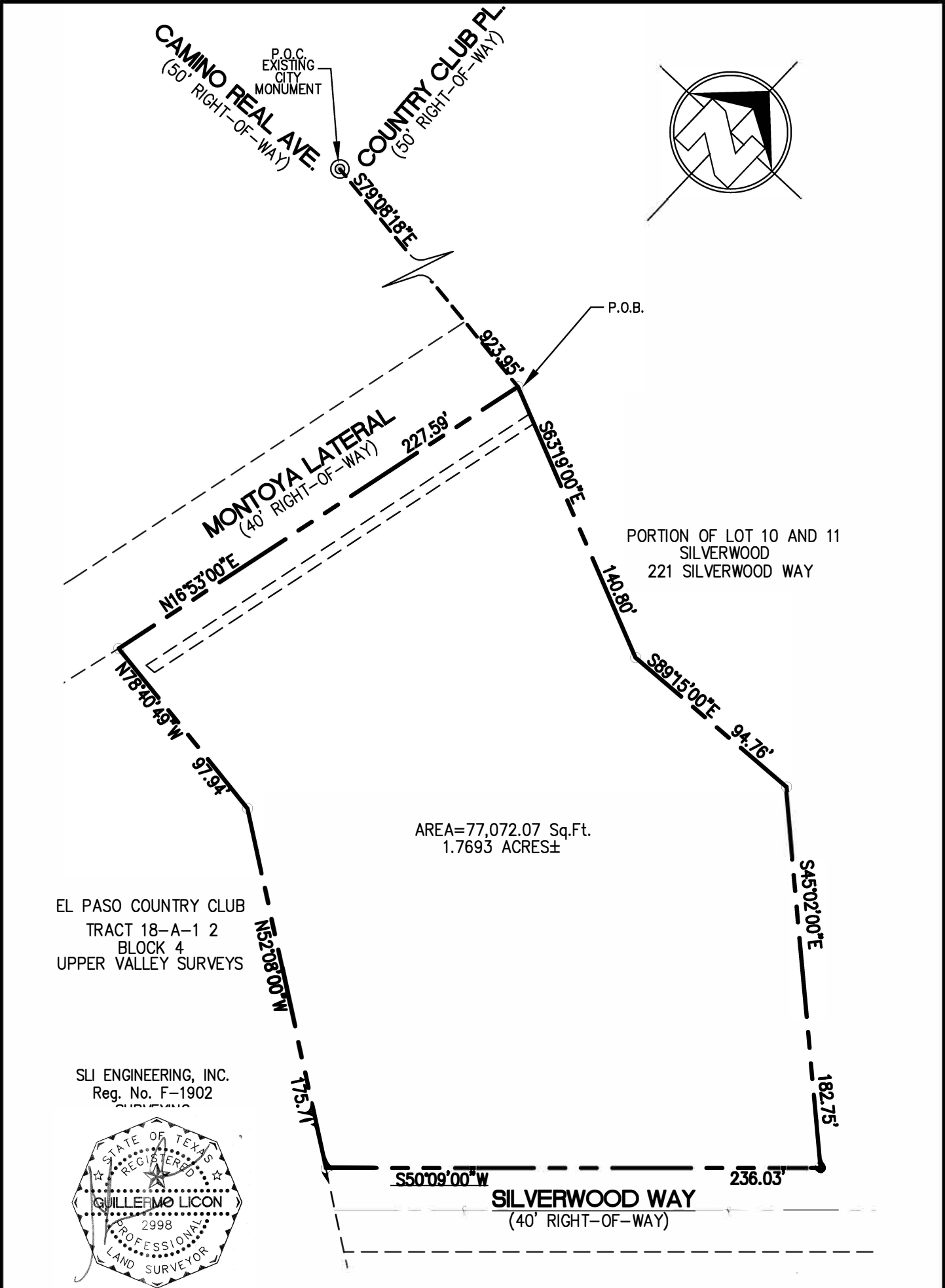
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SURVEYING  
Reg. No. 100120-00



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METES AND BOUNDS		
<div><div>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS</div><div>6600 WESTWIND DRIVE EL PASO, TEXAS (915) 584-4457</div></div> <div><b>SLI ENGINEERING, INC.</b></div>	<b>LEGAL DESCRIPTION</b>	<b>CERTIFICATION</b>
	PORTION OF LOT 10 AND 11, BLOCK 4, SILVERWOOD SUBDIVISION AND TRACT 18A-1-A, UPPER VALLEY SUBDIVISION.	I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
	CITY OF EL PASO, EL PASO COUNTY, TEXAS.	 GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998 DATE: <u>05-05-2023</u>
JOB #: <u>09-22-4872</u> DRAWN BY: <u>CV</u> CK BY: <u>GH/ET</u> DATE: <u>05/24/2023</u> SCALE: <u>1"=60'</u>	PLAT REFERENCE VOLUME <u>x</u> PAGE <u>xx</u>	





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This map and survey are being provided solely for the use of all parties listed in the certification and their assigns 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 MAY 24, 2023.

PLAT OF SURVEY		
 <b>SLI ENGINEERING, INC.</b> CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6600 WESTWIND DRIVE EL PASO, TEXAS (915) 584-4457	<b>LEGAL DESCRIPTION</b>  PORTION OF LOT 10 AND 11, BLOCK 4, SILVERWOOD SUBDIVISION AND TRACT 18A-1-A, UPPER VALLEY SUBDIVISION.	
	CITY OF EL PASO, EL PASO COUNTY, TEXAS.	
	PLAT REFERENCE VOLUME <u>x</u> PAGE <u>xx</u>	<b>CERTIFICATION</b> I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY 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: 05-05-2023



09/25/2023

DATE \_\_\_\_\_

Matt Lamb

**APPLICANT**

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

## LEGAL DESCRIPTION

PORTION OF LOT 10 AND 11, BLOCK 4, SILVERWOOD SUBDIVISION AND TRACT 18A-1-A  
UPPER VALLEY SUBDIVISION. CITY OF EL PASO, EL PASO COUNTY, TEXAS.

Lot 1 Information													
FRONT SETBACK		REAR SETBACK		SIDE YARD SETBACK		SIDE STREET SETBACK		CUMULATIVE SETBACK FRONT & REAR YARD		CUMULATIVE SETBACK SIDE & SIDE STREET		HEIGHT	
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Maximum	Proposed
30'-0"	30'-0"	30'-0"	30'-0"	15'-0"	15'-0"	20'-0"	20'-0"	100'-0"	60'-0"	40'-0"	35'-0"	35'-0"	20'-0"
LOT AREA		LOT DEPTH		LOT WIDTH									
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed								
20,000sq.ft.	21,739.61sq.ft.	150'-0"	210'-5"	125'-0"	103'-4"								

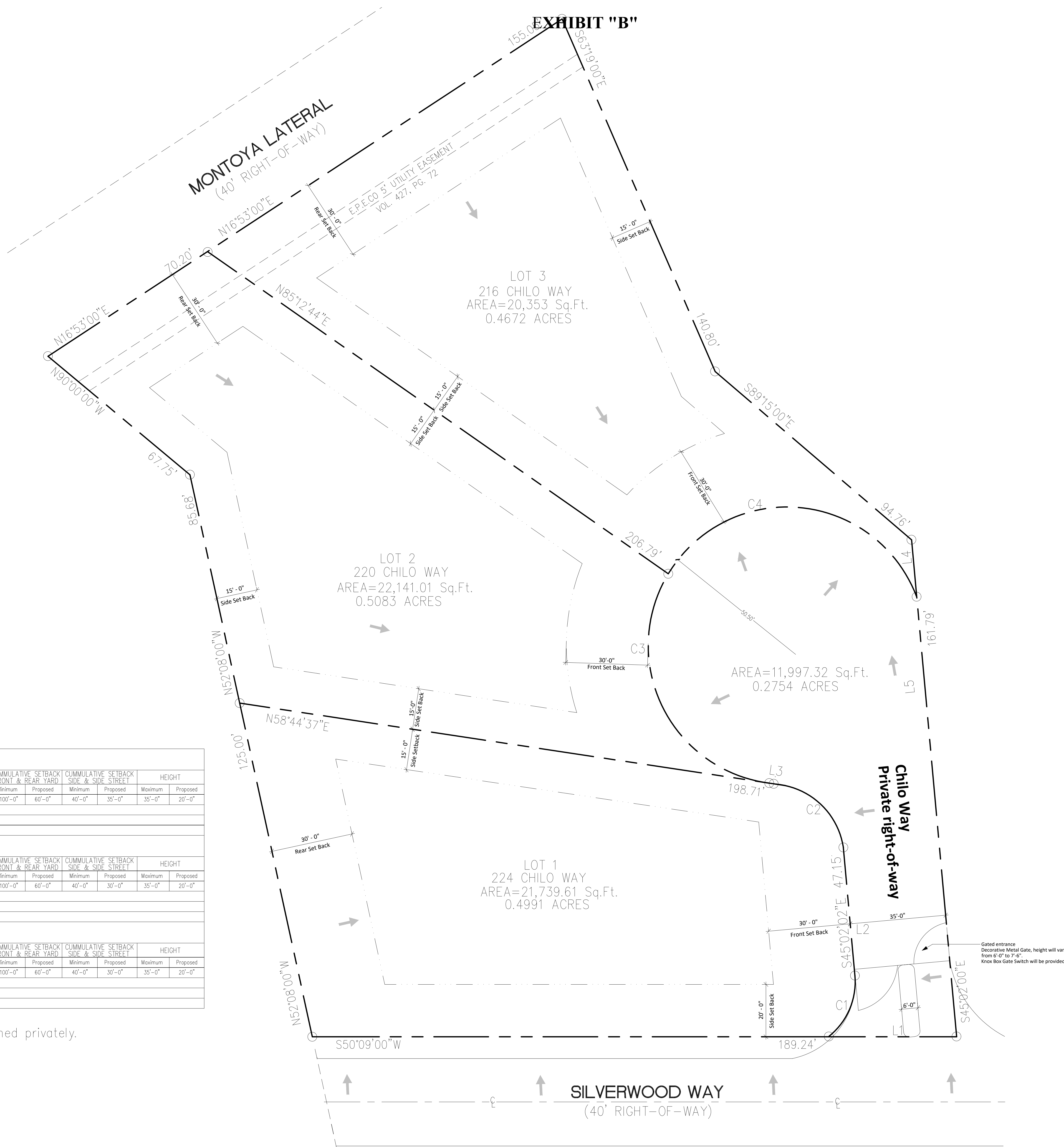
Lot 2 Information													
FRONT SETBACK		REAR SETBACK		SIDE YARD SETBACK		SIDE STREET SETBACK		CUMULATIVE SETBACK FRONT & REAR YARD		CUMULATIVE SETBACK SIDE & SIDE STREET		HEIGHT	
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Maximum	Proposed
30'-0"	30'-0"	30'-0"	30'-0"	15'-0"	15'-0"	20'-0"	20'-0"	100'-0"	60'-0"	40'-0"	30'-0"	35'-0"	20'-0"
LOT AREA		LOT DEPTH		LOT WIDTH									
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed								
20,000sq.ft.	22,141.01sq.ft.	150'-0"	244'-9"	125'-0"	90'-5"								

Lot 3 Information													
FRONT SETBACK		REAR SETBACK		SIDE YARD SETBACK		SIDE STREET SETBACK		CUMULATIVE SETBACK FRONT & REAR YARD		CUMULATIVE SETBACK SIDE & SIDE STREET		HEIGHT	
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Minimum	Proposed	Maximum	Proposed
30'-0"	30'-0"	30'-0"	30'-0"	15'-0"	15'-0"	20'-0"	20'-0"	100'-0"	60'-0"	40'-0"	30'-0"	35'-0"	20'-0"
LOT AREA		LOT DEPTH		LOT WIDTH									
Minimum	Proposed	Minimum	Proposed	Minimum	Proposed								
20,000sq.ft.	20,353sq.ft.	150'-0"	187'-0"	125'-0"	99'-7"								

Pre and Post-construction runoff will be retained privately.

~~EXHIBIT "B"~~

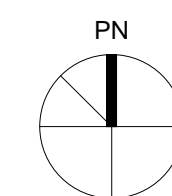


### General Notes

1. No existing sidewalks and no proposed new sidewalks
2. Chilo Way is a private street
3. Gated entrance

Legend - Site Plan

- \_\_\_\_\_ Property Line  
\_\_\_\_\_ Utility Easement

Detailed Site  
Development Plan

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Print Date / Time: 07/17/2023 2:59:15 PM

LWA Commission Number

Sheet Number

222-032

A-100

## Overall Site Plan

$$1/16'' = 1'-0''$$

1



# 223 Silverwood Way

City Plan Commission — July 27, 2023 **REVISED**



**CASE NUMBER:** PZST23-00010  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
**PROPERTY OWNER:** Scott Lychwick  
**REPRESENTATIVE:** Georges Halloul, SLI Engineering, Inc.  
**LOCATION:** 223 Silverwood Way (District 1)  
**PROPERTY AREA:** 1.77 acres  
**EXISTING ZONING:** R-1 (Residential)  
**REQUEST:** Special Permit to allow for a planned residential development with reductions to lot dimensional standards and setback requirements in the R-1 (Residential) zone district and approval of detailed site development plan  
**RELATED APPLICATIONS:** SUSU22-00098  
**PUBLIC INPUT:** Two (2) in person comments in support and one (1) email in support, and two (2) emails in opposition received as of July 28, 2023

**SUMMARY OF REQUEST:** The applicant is requesting a special permit to allow for planned residential development with reductions of the average lot width, cumulative front and rear yard setbacks, and cumulative side yard setbacks for single-family lots in a R-1 (Residential) zone district.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit for planned residential development with reductions to average lot width, cumulative front and rear yard setbacks, and cumulative side yard setbacks for single family lots in the R-1 (Residential) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.10.470 – Planned Residential Development, 20.04.320 – Special Permit, and 20.04.150 – Detailed Site Development Plan. The proposed development is consistent with both the G-3, Post-War Future Land Use Designation and with *Plan El Paso*, the City's adopted Comprehensive Plan.

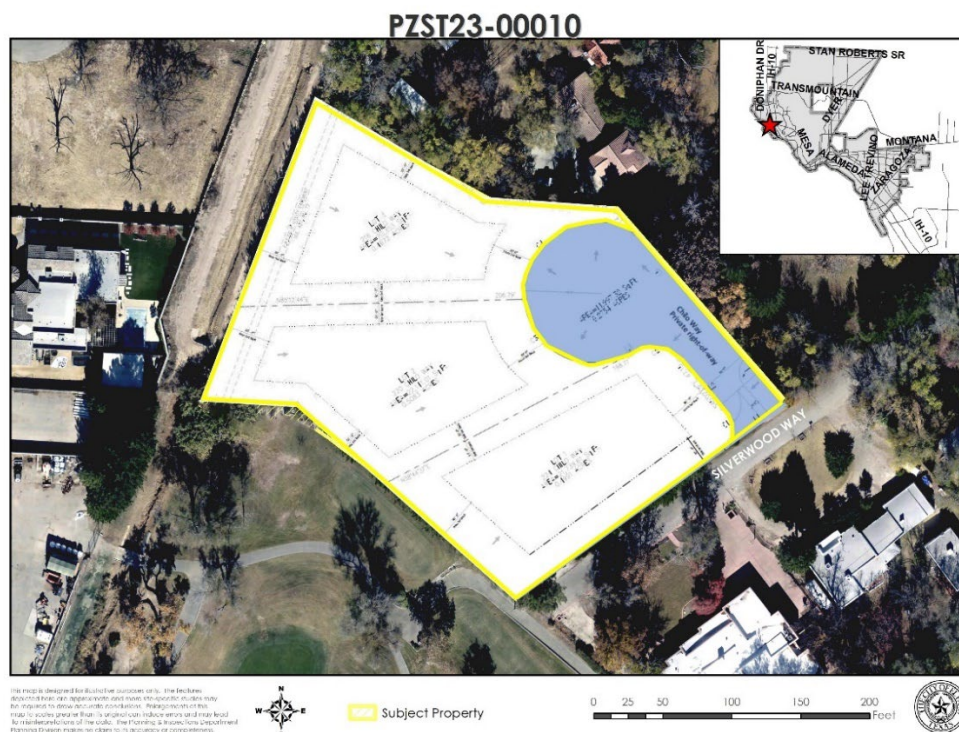


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit to allow for planned residential development with reductions to average lot width, cumulative front and rear yard setbacks, and cumulative side setbacks in the R-1 (Residential) zone district to allow for single-family residential lots per El Paso City Code Section 20.10.470 – Planned Residential Development. The subject property is currently vacant. The detailed site development plan shows three (3) single-family dwelling lots ranging in size from 20,353 square feet to 22,141 square feet. The table below provides a detailed summary of the requested reduction modifications. The detailed site development plan complies with all other density and dimensional standards. Access to the subject property is provided from Silverwood Way, while the individual lots are proposed to have access from proposed private right-of-way street, Chilo Way.

<b>R-1 (District) Zone District - Use</b>		
<b>Density/Dimensional Standard</b>	<b>Required</b>	<b>Proposed</b>
<b>LOT 1</b>		
Lot Area (min.)	20,000 Sq. Ft.	21,739.61 Sq. Ft.
<b>Lot Width (average min.)</b>	<b>125 Feet</b>	<b>103 Feet 4 Inches</b>
Lot Depth (min.)	150 Feet	210 Feet 5 Inches
Front Yard Setback (min.)	30 Feet	30 Feet
Rear Yard Setback (min.)	30 Feet	30 Feet
<b>Cumulative Front &amp; Rear Yard Setback (min.)</b>	<b>100 Feet</b>	<b>60 Feet</b>
Side Yard Setback (min.)	15 Feet	15 Feet
Side Street Yard Setback (min.)	20 Feet	20 Feet
<b>Cumulative Side Yard Setback (min.)</b>	<b>40 Feet</b>	<b>35 Feet</b>
Height (max.)	35 Feet	20 Feet
<b>LOT 2</b>		
Lot Area (min.)	20,000 Sq. Ft.	22,141.01 Sq. Ft.
<b>Lot Width (average min.)</b>	<b>125 Feet</b>	<b>90 Feet 5 Inches</b>
Lot Depth (min.)	150 Feet	244 Feet 9 Inches
Front Yard Setback (min.)	30 Feet	30 Feet
Rear Yard Setback (min.)	30 Feet	30 Feet
Cumulative Front & Rear Yard Setback (min.)	100 Feet	60 Feet
Side Yard Setback (min.)	15 Feet	15 Feet
<b>Cumulative Side Yard Setback (min.)</b>	<b>40 Feet</b>	<b>30 Feet</b>
Height (max.)	35 Feet	20 Feet
<b>LOT 3</b>		
Lot Area (min.)	20,000 Sq. Ft.	20,353 Sq. Ft.
<b>Lot Width (average min.)</b>	<b>125 Feet</b>	<b>99 Feet 7 Inches</b>
Lot Depth (min.)	150 Feet	187 Feet
Front Yard Setback (min.)	30 Feet	30 Feet
Rear Yard Setback (min.)	30 Feet	30 Feet
Cumulative Front & Rear Yard Setback (min.)	100 Feet	60 Feet
Side Yard Setback (min.)	15 Feet	15 Feet
<b>Cumulative Side Yard Setback (min.)</b>	<b>40 Feet</b>	<b>30 Feet</b>
Height (max.)	35 Feet	20 Feet

Note: bold indicates requested reductions

<b>COMPLIANCE WITH SPECIAL PERMIT FOR PLANNED RESIDENTIAL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.470)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<b>A.</b> A planned residential development shall occupy at least the minimum site area established in the district regulations. City Council may approve a special permit for a planned residential development with general lot sizes and setbacks below the minimum of the underlying zoning district. The proposed development shall additionally meet the following requirements necessary to protect the public health, safety and general welfare of the community and in order to foster the attractiveness of a residential development and its surrounding neighborhoods:	Yes. There is no minimum district area for the R-1 (Residential) District. The applicant is requesting reductions to lot dimensional standards and setback requirements for single-family dwellings.
1. Evaluation Criteria.	Yes. The attached detailed site plan shows the layout of the lots as irregular shaped lots with access provided from a proposed cul-de-sac. These are similar in nature to the adjacent residential lots directly behind the subject property along Amen Corner Drive that are also irregular shaped lots that are accessed from a cul-de-sac.
a. Proposed buildings shall be sited harmoniously to the terrain and to other buildings in the vicinity that have a visual relationship to the proposed buildings. For purposes of this subsection, harmoniously shall not be deemed to require that the same architecture or same type of building materials be uniformly used.	
b. With respect to vehicular and pedestrian circulation and parking, special attention shall be given to the location and number of access points to public streets, width of interior drives and access points, relationship of vehicular and pedestrian traffic, and the arrangement of parking areas that are safe and convenient.	Yes. Each lot contains one access point onto a street for each house with frontage onto that street, the low residential density of the existing development will help to reduce the potential for vehicular/pedestrian conflicts.
2. General Requirements.	Yes. The proposed private street, Chilo Way, was approved with condition under Silverwood Subdivision Replat A by the City Plan Commission on May 4, 2023. The condition being approval of this special permit for a planned residential development.
a. Private streets and gates shall be permitted within a planned residential development and shall conform to the design standards enumerated in Title 19 (Subdivisions) of this Code.	
b. The minimum site area for a planned residential development shall be one acre, within which only residential uses of the base-zoning district shall be permitted. Extensions to a planned residential development from a common boundary shall be permitted in increments of less than one acre, provided that the owners of at least seventy-five percent of the land within the original planned residential development are in agreement and are included as joint applicants to the request for special permit.	Yes. The site area for this development is approximately 1.77 acres.
c. The minimum area requirement of the base-zoning district may be reduced by no more than twenty-five percent for lots within a planned residential development, provided,	Yes. The applicant is not requesting to reduce the minimum district area.

<b>COMPLIANCE WITH SPECIAL PERMIT FOR PLANNED RESIDENTIAL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.470)</b>	
however, that the maximum density permitted by the base-zoning district shall apply in all cases except as otherwise approved by any applicable special permit granted pursuant to Chapter 20.04 (Administrative Provisions).	
d. The setback requirements of the base-zoning district shall not apply to a planned residential development, except as follows: i. The distance between buildings shall be a minimum of ten feet except as otherwise permitted in this title; ii. The length of the driveway shall not be less than twenty feet as measured from the face of the garage or carport to the dwelling side of the sidewalk, or to the property line where there is no sidewalk.	Yes. The proposed setbacks comply with this requirement.
e. The perimeter of the planned residential development shall be designed to insure compatibility with adjacent existing or potential development by provision of compatible uses and structures.	Yes. The planned residential development is part of a larger semi-rural area and is compatible with the larger neighborhood.
f. No building shall exceed the height requirements of the base-zoning district.	Yes. The maximum height requirement in a R-1 (Residential) zone district is thirty-five feet (35') and the proposed project sets maximum height to twenty feet (20').
g. Consideration in the site plan review and evaluation process shall include the following: i. The nature and character of the development and adequacy of the buffer between proposed improvements on the site and adjacent property; ii. The adequacy of utilities, access, drainage and other necessary supporting facilities that have been or will be provided; iii. The adequacy of the design, location and arrangement of driveways and parking spaces so as to provide for the safe and convenient movement of vehicular and pedestrian traffic without adversely affecting the general public or adjacent developments.	Yes. No adverse comments were received from other reviewing departments. The location and arrangement of the development is in character with the existing area. The plat for this subdivision and its requested waivers has already been approved by the City Plan Commission conditionally on the approval of this special permit.
h. A planned residential development shall be an architecturally integrated subdivision, whether unified by similar use and density, design, building materials, or open space and streetscape elements.	Yes. The use and density of the subject property will match that of surrounding properties. The proposed single-family use will match that of the area.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The proposed reductions to lot dimensional standards and setback requirements comply with the Planned Residential Development standards.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-3 designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Silverwood Way, a local street as classified on the City of El Paso's Major Thoroughfare Plan (MTP). The planned residential development is proposed to have access from a proposed private street, Chilo Way. These streets are adequate to support the proposed development.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no anticipated adverse or negative impacts on adjacent properties from the proposed planned residential development.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. There are no known environmental problems in the area that require mitigation.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other existing uses and building configurations in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes, the proposed redevelopment is similar in intensity and scale to surrounding development.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed special permit is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The subject property and its proposed use of single-family dwelling lots meet the intent of the G-3 Future Land Use Map designation as the proposed residential development increases the housing stock of the area.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Compatibility with Surroundings:</b> The proposed or existing zoning district is compatible with those surrounding the site: <b>R-1 (Residential) District:</b> The purpose of the district is to promote and preserve residential development within the City to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the district will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes. single-family dwelling lots are permitted in the R-1 (Residential) district and the proposed development will maintain a low single-family density.
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the request.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is stable and the proposed residential development is compatible with the existing zoning and uses of the surrounding properties.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development will keep the existing zoning district. The subject property resides in an older, stable area of the city already comprised of single-family properties.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts Silverwood Way, a local street as classified on the City of El Paso's Major Thoroughfare Plan (MTP). The planned residential development is proposed to have access from a proposed private street, Chilo Way. These streets are adequate to support the proposed development. There are no existing or proposed sidewalks on the subject property. The City Plan Commission approved a request to waive sidewalks. The closest bus stop is located approximately 3.5 miles from the subject property at the northwest corner of Country Club Road and Camino de la Vista Drive.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Love Road Neighborhood Association, and Upper Valley Neighborhood Association all of which were notified of the special permit application. Property owners within 300 feet of the subject property were notified of the special permit request on July 12, 2023 by the City of El Paso Planning and Inspections Department. As of July 28, 2023, the Planning Division received two (2) in-person comments in support of the request, one email (1) in support to the request, two (2) emails in opposition to the request, and one (1) phone call of inquiry.



**RELATED APPLICATIONS:** This application is related to a resubdivision combination case, Silverwood Subdivision Replat "A" (SUSU22-00098). The proposed subdivision case along with its requested waivers were approved with the condition that the current special permit for planned residential development case is approved.

**CITY PLAN COMMISSION OPTIONS:**

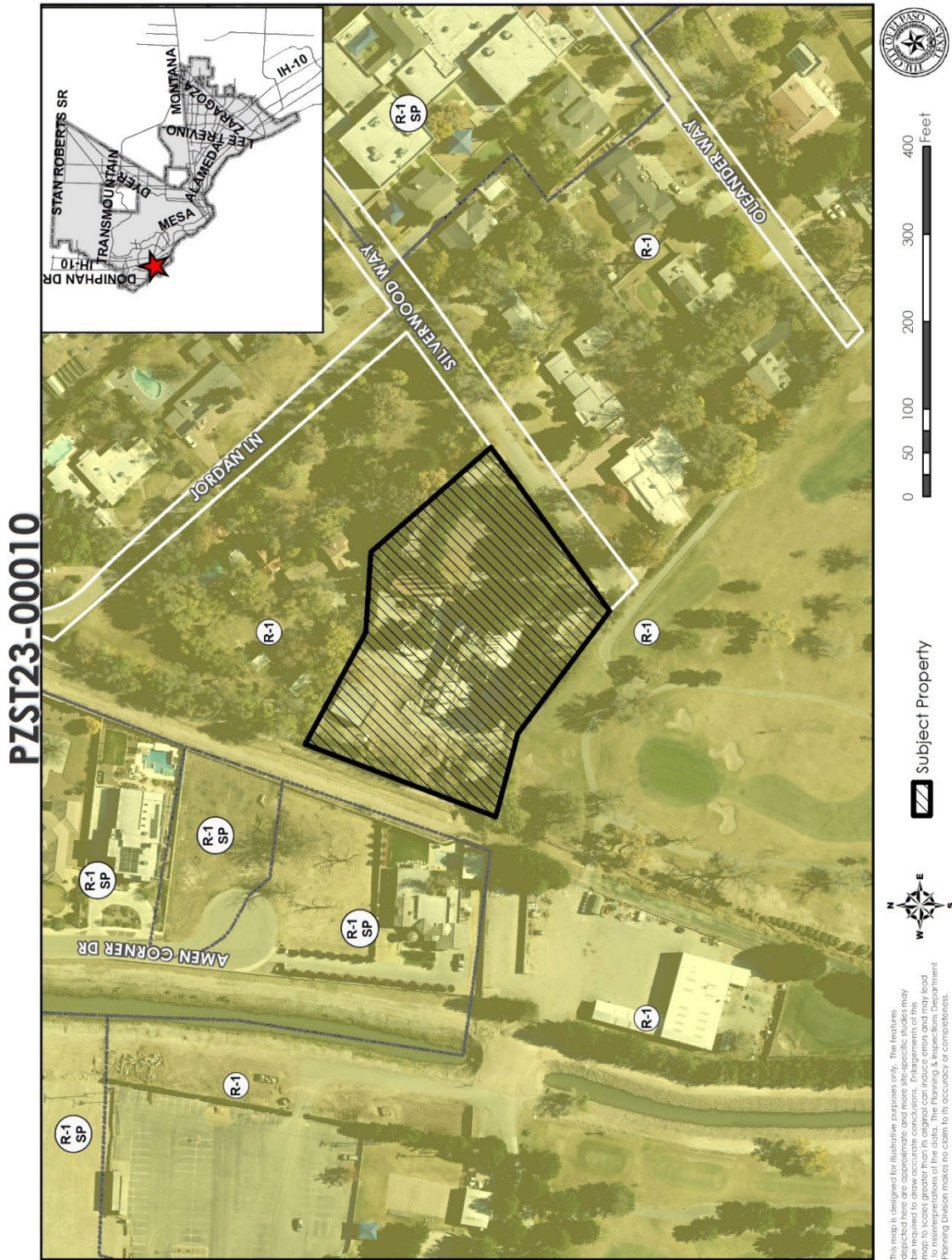
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

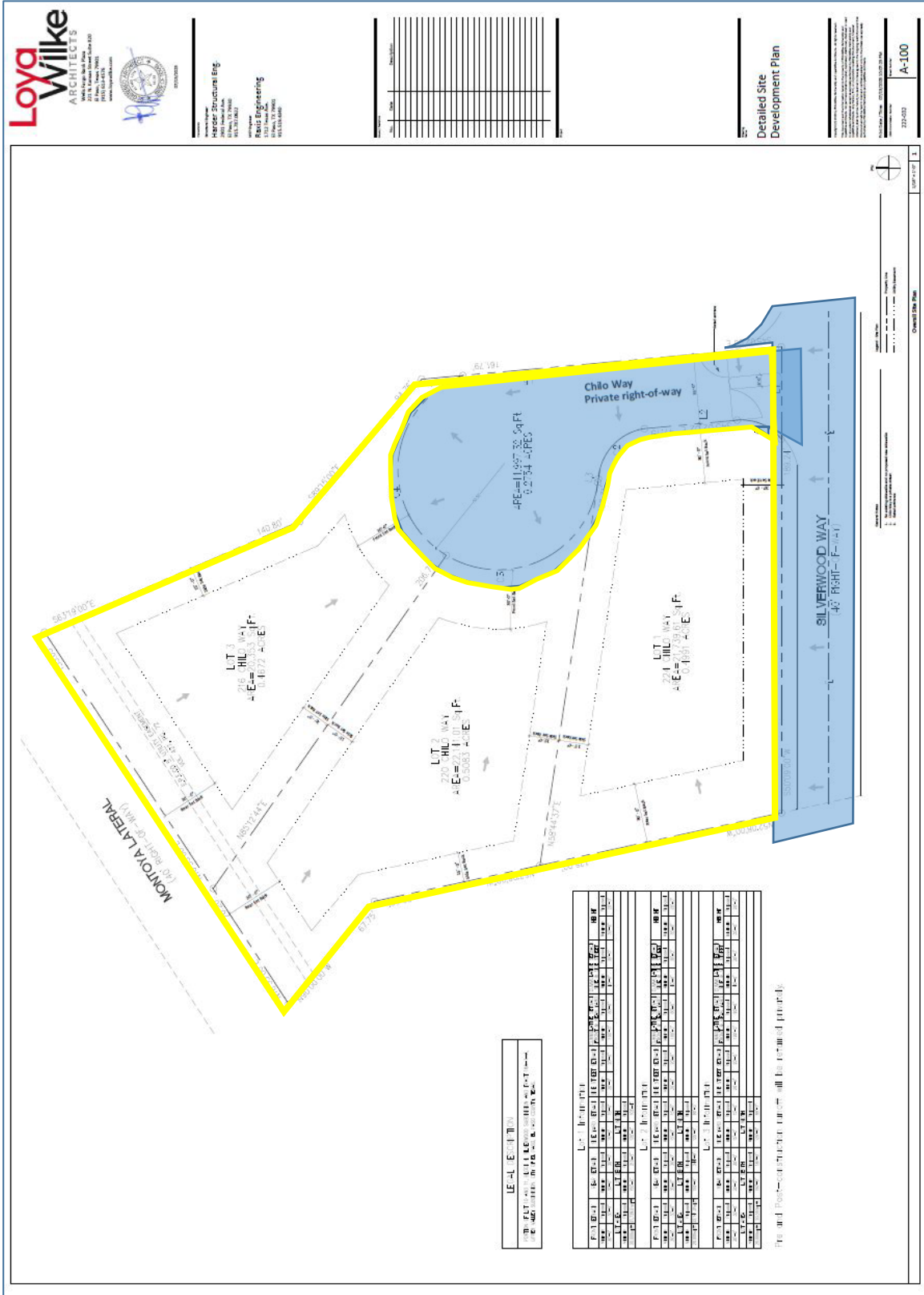
**ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Email in Support of Special Permit
6. Emails in Opposition to the request

# ATTACHMENT 1



# ATTACHMENT 2



# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

Staff recommends approval.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

## **Planning and Inspections Department – Land Development**

Cul-de-sac and driveway on Silverwood way shall be according with DSC 3-16 requirements.

*Note: to be addressed at permitting stage.*

## **Fire Department**

Recommend approval, no adverse comments.

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

No objections.

## **Sun Metro**

No comments received.

## **El Paso Water**

The proposed private street (Chilo Way) is to be dedicated as full width Utility Easement to enable the construction, operation, maintenance, and repair of the water and sanitary sewer main extensions.

Water and sewer main extensions will be required along an easement within the future private street (Chilo Way) to provide service. Cost of the main extensions will be the responsibility of the owner. Water main shall be extended creating a looped water system. The lots will be graded such that sanitary sewer service to each lot can be provided via a gravity system.

## **EPWU-PSB Comments**

There is an existing 6-inch diameter water main along Silverwood Wy., located approximately 7-feet south of the north right-of-way line. This main is available for main extension.

EPWater records indicate a vacant ¾-inch water service connection (inactive meter) serving the subject property. The address for this service is 223 Silverwood Wy.

Previous water pressure from fire hydrant #2817, located on Silverwood Wy. approximately 420-feet west of Jordan Ln., has yielded a static pressure of 76 (psi), a residual pressure of 68 (psi), and a discharge of 1,087 (gpm).

## **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main along Silverwood Wy., located approximately 27-feet south of the north right-of-way line. This main is available for main extension.

**General**

Separate water and sanitary sewer services will be required for each lot (within the limits of each lot).

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Stormwater:**

1. We did a CPC review on this property under Silverwood, Rplt. "A".
2. Each lot owner is responsible for maintaining adequate provisions to accommodate all runoff generated from his respective lot plus one-half the runoff generated from any street abutting his lot.
3. Any proposed ponding area, shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

**Texas Department of Transportation**

No comments received.

**El Paso County Water Improvement District #1**

No comments received.



**PZST23-00010**



## ATTACHMENT 5

**From:** [Allison Dillard](#)  
**To:** [Alma Ramsey](#); [dirk dillard](#); [ghalloul@sl-engineering.com](#)  
**Subject:** Re: 223 Silverwood Waiver  
**Date:** Thursday, April 13, 2023 8:19:59 PM

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Howdy Alma and Mr. Halloul,

So happy to know whats going on. We plan on being at the meeting on the 20th. I am happy to know it will be 3 homes, and I'm in agreement that this is a good use for the space. We live across from the proposed cul-de-sac and this sounds like a good plan. We will support it and would like to be kept in the loop. Any more than 4 homes and we would be in opposition. Really appreciate the heads up!

Allison Dillard  
220 silverwood way

On Thu, Apr 13, 2023 at 6:42 PM Alma Ramsey <[alma@ditchgates.com](mailto:alma@ditchgates.com)> wrote:

Love Road Neighbors,

Please find attached a letter from George Halloul, SLI Engineering, regarding the development of the property at 223 Silverwood. Mr. Scott Lychwick purchased the property last year. I have been told indirectly that the plan is to develop the property with 3 single family homes.

I'm sure Mr. Halloul would be happy to address any questions or concerns you might have regarding the request for a waiver on the lot width.

Thank you.

Alma Ramsey on behalf of the Love Road Neighborhood Association

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575-404-3289

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## ATTACHMENT 6

**From:** [Laurie Smith](#)  
**To:** [Rodriguez, Nina A.](#)  
**Subject:** Re: Silverwood Way lot  
**Date:** Wednesday, July 26, 2023 8:37:24 PM  
**Attachments:** [image001.png](#)

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Regarding Case PZST23-00010 - 223 Silverwood Way

Hi,  
I did want to thank you for the time you spent explaining this case to me over the phone. I thought I try to go to the meeting tomorrow afternoon but it's not going to work out.

I did want to express my opinion and that of my family is that rather than make reductions to lot dimensional standards and setback requirements that the lot not be divided into more than two single-family dwelling lots.

Respectfully,  
Laurie Smith  
213 Silverwood Way  
On Monday, July 10, 2023 at 01:18:35 PM MDT, Laurie Smith <[ljsmith22@att.net](mailto:ljsmith22@att.net)> wrote:

No problem. I'll give you two, work 915-230-2675 or cell 915-356-0832.

On Monday, July 10, 2023 at 07:34:03 AM MDT, Rodriguez, Nina A. <[rodriguezna@elpasotexas.gov](mailto:rodriguezna@elpasotexas.gov)> wrote:

Good Morning Ms. Smith,  
Do you mind providing me with your phone number again?

Respectfully,  
Nina Rodriguez

Nina Rodriguez | Senior Planner  
Planning & Inspections | City of El Paso  
801 Texas Ave. | El Paso, TX 79901  
915-212-1561 | [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
[ElPasoTexas.gov](http://ElPasoTexas.gov) | [Take Our Survey](#)



Planning & Inspections Department  
City of El Paso



**From:** Laurie Smith <ljsmith22@att.net>  
**Sent:** Friday, July 7, 2023 11:12 AM  
**To:** Rodriguez, Nina A. <RodriguezNA@elpasotexas.gov>  
**Subject:** Silverwood Way lot

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Hi,  
Thank you for returning my call yesterday; unfortunately, it came after I had already left work but I appreciate you leaving a message with your email address to contact you.

Just inquiring on the lot with sign posted regarding "Special Permit" and "Public Hearings scheduled". I believe the address is 223 Silverwood Way. I reside at 213.

Thank you in advance,  
Laurie Smith

From: [Anne Rowe](#)  
To: [Rodriguez, Nina A.](#)  
Subject: Fwd: Protest - Silverwood Subdivision Replat A - Resubdivision Combination  
Date: Thursday, July 27, 2023 2:16:11 PM  
Attachments: [216 Silverwood Protest to Subdividing Lot .pdf](#)

You don't often get email from [annecrowe@gmail.com](mailto:annecrowe@gmail.com). [Learn why this is important](#)

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Did you read my April letter?

----- Forwarded message -----

From: Anne Rowe <[annecrowe@gmail.com](mailto:annecrowe@gmail.com)>  
Date: Thu, Apr 13, 2023 at 4:08 PM  
Subject: Protest - Silverwood Subdivision Replat A - Resubdivision Combination  
To: <[NaranjoJC@elpasotexas.gov](mailto:NaranjoJC@elpasotexas.gov)>

Dear Mr. Naranjo,

Attached please find my objection to the request to subdivide the property 1.75 acres in size on Silverwood Way to be considered at meeting on April 20, 2023.

Best regards,  
Anne Rowe

--

Anne C. Rowe  
J.D., Licensed in Texas and New Mexico  
Mailing Address: P.O. Box 801302  
Dallas, Texas 75380

Physical Address: Law Office of Wendel A. Withrow  
1925 East Beltime, Suite 552  
Carrollton Texas 75006

[AnneWCRowe@gmail.com](mailto:AnneWCRowe@gmail.com)

(972) 416-4533

(972) 416-2500 MAIN NUMBER

(972) 417-0685 [Fax]

**IRS CIRCULAR 230 NOTICE:** In order to comply with the requirements mandated by the IRS, we are required to advise you that any Federal tax advice contained in this e-mail message, including attachments to this message, is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or

promoting, marketing, or recommending to another party any transaction or tax-related matter addressed in this message or attachments.

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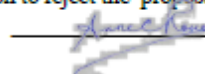
Anne Worcester Coleman Rowe  
5723 Charlestown Drive  
Dallas, Texas 75230  
[AnneWCRowe@gmail.com](mailto:AnneWCRowe@gmail.com)

VIA CMRRR and Email  
Juan C. Naranjo, Planner  
City of El Paso Plan Commission  
Planning and Inspections Department  
801 Texas Avenue  
El Paso, Texas 79901  
[NaranjoJC@elbasotexas.gov](mailto:NaranjoJC@elbasotexas.gov)

April 13, 2023

Re: Zoning request Silverwood Way and Meeting April 20, 2023

1. I am the sole owner of 216 Silverwood Way, El Paso Texas 79922.
2. I am in receipt of a Notice dated March 29, 2023 entitled "City Plan Commission Public Notice" [CPCPN] which provides no details as to the "resubdivide a property that is approximately 1.75 acres in size". The Meeting Date is shown to be April 20, 2023 at 1:30 p.m.
3. I am opposed to the subdividing of the property at the end of Silverwood Way described in the March 29, 2023 City Plan Commission Public Notice [CPCPN] as "Being a replat of Lot 10 and 1A, Silverwood Subdivision, City of El Paso, El Paso County and a Portion of Tract 18ALA Block 4, Upper Valley Surveys, El Paso County, Texas." and Case: SUSU22-00098 - Silverwood Subdivision Replat A- Resubdivision Combination; Owner: "Valley Chile Properties, LLC".
4. I request to attend the April 20, 2023 at 1:30 PM MDT remotely by zoom or telephone. This meeting is scheduled during a workday and I cannot attend in person. I request a detailed proposal of the subdivision request be sent to me at [AnneWCRowe@gmail.com](mailto:AnneWCRowe@gmail.com).
5. My family has owned 216 Silverwood Way since 1958. 216 Silverwood is across the street and down by one lot from the lot in question. 216 Silverwood is the home I grew up in. My property should be within 200 feet of the subject property so that this written opposition should be considered a "legal protest" pursuant to the laws quoted in the CPCPN.
6. Silverwood dead ends into the El Paso Country Club golf course. The street is small both in width and length.
7. I am opposed to subdividing the property in question due to the increased strain on the roadway, diminished quality of life on Silverwood Way and Jordan Lane, and diminished property values for Silverwood Way and Jordan Lane.
8. The road is used extensively by children from St. Marks school, children from Silverwood homes and homes on the intersecting street of Jordan Way. The street is a haven for the neighbors who enjoy walking, biking, and quiet.
9. Increased traffic on Silverwood will pose a serious harm, strain, and disturbance to the neighborhood. The street already suffers from the abundance of vehicles in use by the current neighbors. One neighbor has five vehicles, one of which is parked regularly on Silverwood. This hampers mail delivery and garbage and recycle pickup as there is no place to turn around and the street is narrow.
10. If all new residences create 1-5 more vehicles per household there will be too much traffic for Silverwood specifically and the Upper Valley as well.
11. Traffic in the Upper Valley has exceeded the capacity of its roads due to over development of the area. Traffic from Silverwood is often stopped as the traffic on Love Road and Country Club Road are already beyond capacity at certain times of the day and week making it impossible to exit Silverwood Way or Jordan Lane at certain times of the day.
12. **The lot at the end of Silverwood should remain solely for one residence.**
13. It is suspected that VCP does not intend to personally reside at the property. It is suspected that VCP is a developer who has no concern or any vested interest in the quality of life along Silverwood but rather is simply interested in the maximum return on its investment which is maximized by building out the dirt to the maximum number of dwellings which the City of El Paso will allow crammed onto the property. Their goals seem to be solely financial, with no regard or concern about the degradation to the neighborhood and the associated property values or preservation of the Upper Valley.
14. The opportunity for Valley Chile Properties to contact neighbors and to develop the property with preservationist and neighborhood values has been squandered and is past. The aerial photo included with the CPCPN is misleading in that it shows the lot *before* VCP bulldozed the entire lot felling dozens of huge, beautiful Afghan pines and Italian Cypress trees which created shade and rendering the site simply a building site(s) of vacant dirt.
15. In a time of Climate Change globally and in the Southwest in particular, this street already suffers from diminished irrigation and the entire removal of all trees which were irreplaceable from VCP property indicated early in VCP ownership that its owners / members / planners are not concerned for the beauty of the neighborhood, or maintaining qualities which help mitigate heat and water needs, or even simply maintaining the atmosphere and desirability of the Upper Valley and Silverwood Way in particular.
16. I oppose this subdivision request and ask the El Paso City Plan Commission to reject the proposal / application to subdivide the property at the end of Silverwood Way.



Anne C. Rowe



Legislation Text

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File #: 23-1374, Version: 1

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**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, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST23-00007, to allow for infill development with reductions to side and rear yard setbacks, a 72% parking reduction, and an 85% density increase on the property described as being the south 75 feet of Lots 1, 2 and 3, and the south 75 feet of the west 15 feet of Lot 4, Block 32, Franklin Heights Addition, 150 Brown 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 being 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: 150 Brown St.

Applicant: Opportunity Center for the Homeless, PZST23-00007

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 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 special permit No. PZST23-00007, to allow for infill development with reductions to side and rear yard setbacks, a 72% parking reduction, and an 85% density increase on the property described as being the south 75 feet of Lots 1, 2 and 3, and the south 75 feet of the west 15 feet of Lot 4, Block 32, Franklin Heights Addition, 150 Brown 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 being 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: 150 Brown St.  
Applicant: Opportunity Center for the Homeless, PZST23-00007

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit for infill development with reductions to rear and side yard setbacks, a 72% parking reduction, and an 85% density increase to allow for apartment use. City Plan Commission recommended 5-0 to approve the proposed special permit on September 7, 2023. As of October 10, 2023, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00007, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO SIDE AND REAR YARD SETBACKS, A 72% PARKING REDUCTION, AND AN 85% DENSITY INCREASE ON THE PROPERTY DESCRIBED AS BEING THE SOUTH 75 FEET OF LOTS 1, 2 AND 3, AND THE SOUTH 75 FEET OF THE WEST 15 FEET OF LOT 4, BLOCK 32, FRANKLIN HEIGHTS ADDITION, 150 BROWN 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 BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Opportunity Center for the Homeless, has applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City Code for an apartment use with reduction to side and rear yard setbacks, a 72% parking reduction, and an 85% density increase for apartments; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and,

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a C-4 (Commercial) Zone District:

*Being the south 75 feet of Lots 1, 2 and 3, and the south 75 feet of the west 15 feet of Lot 4, Block 32, Franklin Heights Addition, 150 Brown Street, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached **Exhibit “A”**; and,*

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a apartment use with reductions to side and rear setbacks, a 72% parking reductions, and an 85% density increase; and,
3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is subject to the approved Detailed Site

ORDINANCE NO. \_\_\_\_\_

**PZST23-00007**

HQ 23-1366 | Tran #501250 | P&I  
150 Brown-Planning and Zoning | Special Permit Infill Dev w/Infill reduced setbacks  
RTA

Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00007 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leaser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

**ORDINANCE NO.** \_\_\_\_\_

**PZST23-00007**

HQ 23-1366 | Tran #501250 | P&I  
150 Brown-Planning and Zoning | Special Permit Infill Dev w/Infill reduced setbacks  
RTA



## AGREEMENT

Opportunity Cener for the Homeless, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-4 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

**EXECUTED** this 25 day of September, 2023.

Opportunity Center for the Homeless:

By: Ray Tullius, Executive Director  
(name/title)

*Ray Tullius*  
(signature)

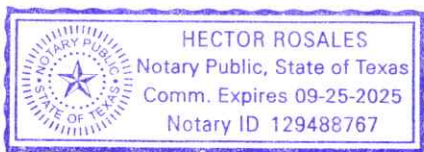
## ACKNOWLEDGMENT

THE STATE OF TEXAS    )  
COUNTY OF EL PASO    )

This instrument is acknowledged before me on this 25th day of  
September 2023, by Ray Tullius, Executive Director for the Opportunity Center for the  
Homeless, as Owner.

My Commission Expires:

9/25/2023



*Hector Rosales*

Notary Public, State of Texas

Notary's Printed or Typed Name:

Hector Rosales

(Exhibits on the following pages)

**ORDINANCE NO.** \_\_\_\_\_

**PZST23-00007**

HQ 23-1366 | Tran #501250 | P&I  
150 Brown-Planning and Zoning | Special Permit Infill Dev w/Infill reduced setbacks  
RTA

## EXHIBIT "A"

### METES AND BOUNDS DESCRIPTION

#### 150 N. Brown Street

Being the south 75 feet of Lots 1, 2 and 3, and the south 75 feet of the west 15 feet of Lot 4, Block 32, Franklin Heights Addition, in the City of El Paso, El Paso County, Texas, as shown on filed subdivision plat of Franklin Heights Addition in the El Paso County Clerks Plat Records, , and also being that parcel recorded in document # 20090014495, El Paso County Clerks Records, and described as follows;

Commencing for reference at an existing city monument located at the centerline intersection of Brown Street 10' offset north of Myrtle Avenue, from which an existing city monument along the monument line of Myrtle Avenue bears South 52°54'00" West a distance of 470.00 feet (Bearing Basis); Thence, with the centerline of Brown Street, South 37°06'00" East a distance of 171.00 feet to a point; Thence, leaving said centerline North 52°54'00" East a distance of 35.00 feet to a 5/8" rebar found on the northeasterly right-of-way line of Brown Street, and being the Point of Beginning;

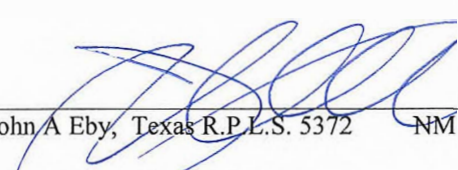
Thence, with the northwesterly boundary line of this parcel and the southeasterly boundary line of those parcel recorded in book 4126, page 96 and book 2405, page 1515, North 52°54'00" East a distance of 90.00 feet to a 5/8" rebar found at the most northerly corner of this parcel;

Thence, with the southwesterly ROW line of an existing Alley, South 37°06'00" East a distance of 75.00 feet to a 5/8" rebar with cap found on the northwesterly right-of-way line of an existing 18' Alley as shown on said subdivision plat;

Thence, along said northwesterly right-of-way line, South 52°54'00" West a distance of 90.00 feet to a 5/8 inch rebar with cap found on said northeasterly right-of-way line of Brown Street;

Thence, with said northeasterly right-of-way line of Brown Street, North 37°06'00" West a distance of 75.00 to the Point of Beginning containing 6,750 square feet or 0.1549 acres.

Based on a field survey performed under my supervision and dated 07/14/2010 and updated 02/06/2023

  
John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

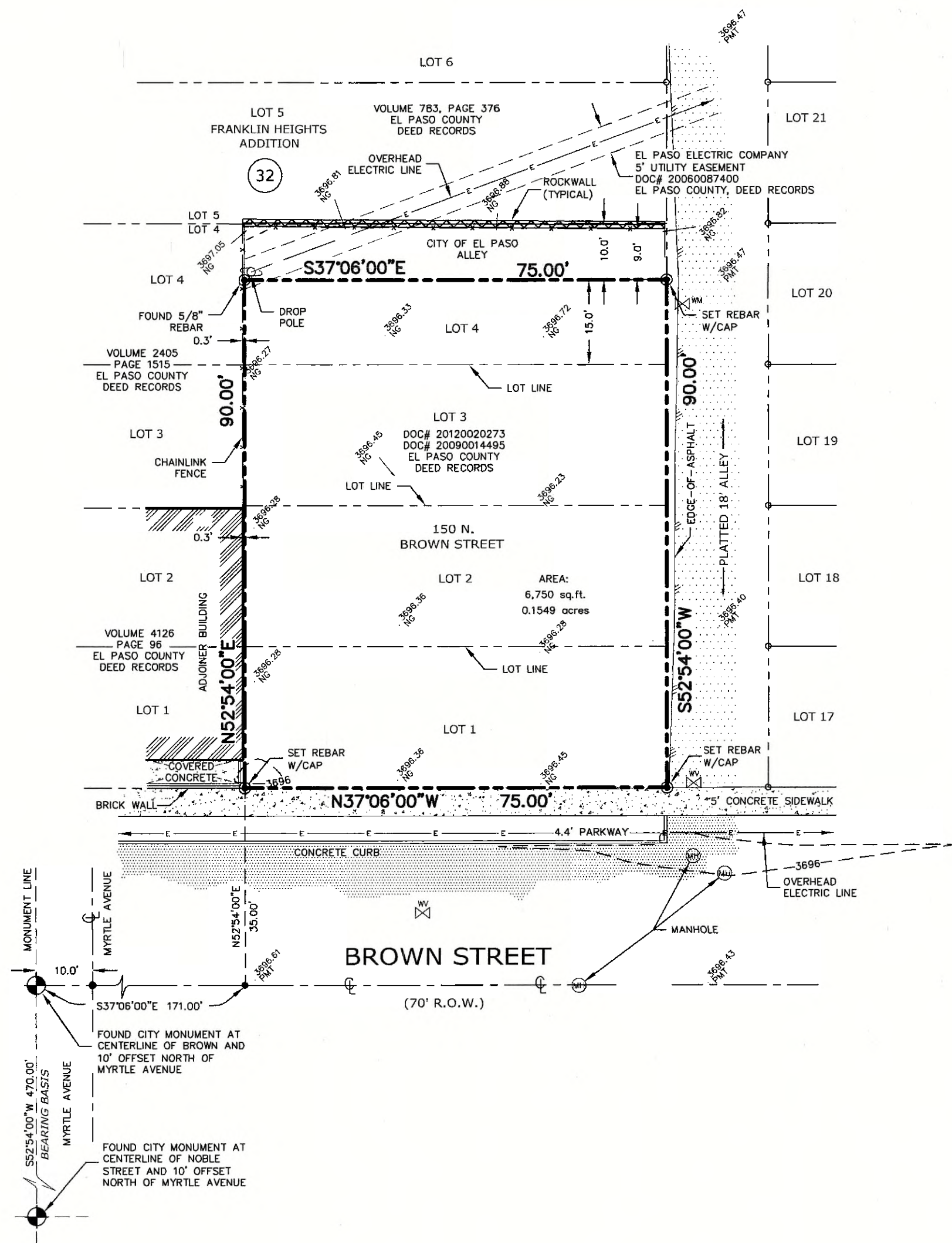
Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938  
915-241-1841  
TBPELS Firm #10001200





# BOUNDARY, IMPROVEMENT AND TOPOGRAPHIC SURVEY

THE SOUTH 75 FEET OF LOTS 1, 2 AND 3, AND THE  
SOUTH 75' OF THE WEST 15 FEET OF LOT 4,  
BLOCK 32, FRANKLIN HEIGHTS ADDITION,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS



## IMPROVEMENTS LEGEND

- DROP POLE
- OVERHEAD ELEC LINE
- WATER METER
- WATER VALVE
- ROCK WALL
- CHAINLINK FENCE

## TOPOGRAPHIC LEGEND

- pmt PAVEMENT
- ng NATURAL GROUND

## GENERAL NOTES

- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
- BENCHMARK FOR ELEVATIONS SHOWN HEREON IS A CITY MONUMENT FOUND AT THE CENTERLINE INTERSECTION OF BROWN STREET WITH THE MONUMENT LINE OF MYRTLE AVENUE, BEING A 10' OFFSET NORTH OF THE CENTERLINE. CITY DATUM ELEVATION: 3695.68'
- CONTOUR INTERVAL IS 1' MINOR, 5' MAJOR.

## UTILITY NOTES

- THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY.
- THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS OR EXCAVATIONS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
- BEFORE DIGGING IN THIS AREA, CALL "TEXAS ONE-CALL" 1-800-545-6005 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES.

## CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY, TOPOGRAPHIC AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779

UPDATED & REVISED 2/06/2023  
REVISED 7/16/2010



TBPELS FIRM #10001200

TITLE CO: NONE PROVIDED  
FIRM ZONE: C PANEL#: 480214-0039 B DATED: 10/15/1982  
DATE OF SURVEY: 07/14/2010 OFFICE: LM FIELD: JAE, AG, JC  
PASO DEL NORTE SURVEYING INC. PH. 915-241-1841  
13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX 915-855-6925  
© COPYRIGHT











# 150 Brown

City Plan Commission — September 7, 2023



<b>CASE NUMBER:</b>	<b>PZST23-00007</b>
<b>CASE MANAGER:</b>	Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
<b>PROPERTY OWNER:</b>	Opportunity Center for the Homeless
<b>REPRESENTATIVE:</b>	Fred Dalbin, Wright & Dalbin Architects
<b>LOCATION:</b>	150 Brown Street (District 8)
<b>PROPERTY AREA:</b>	0.15 acres
<b>EXISTING ZONING:</b>	C-4 (Commercial)
<b>REQUEST:</b>	Special Permit and Detailed Site Development Plan approval for infill development with reductions to rear and side yard setbacks, a 72% parking reduction, and an 85% density increase for apartment use in the C-4 (Commercial) district
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of August 31, 2023

**SUMMARY OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for an infill development with reductions to rear and side yard setbacks, a 72% parking reduction, and an 85% density increase for apartment use in the C-4 (Commercial) zone district.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit and detailed site development plan request for infill development. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with both the G-7, Industrial and/or Railyards Future Land Use Designation and with *Plan El Paso*, the City's adopted Comprehensive Plan.

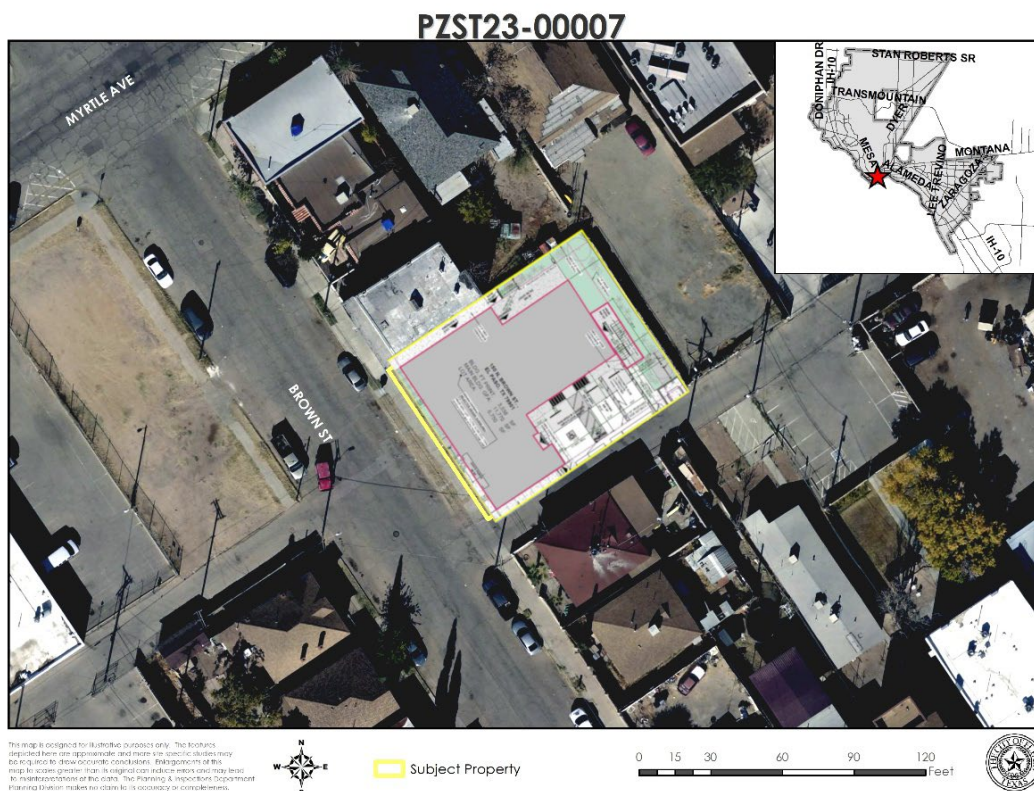


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for infill development with reductions to rear and side yard setbacks, a 72% parking reduction, and an 85% density increase for proposed apartment use in the C-4 (Commercial) district. The subject property is currently vacant and is proposed to be developed into apartments for the frail and elderly population. The detailed site development plan shows a 11,770 square-foot, three-story, twenty-five (25) unit apartment building reaching a maximum height of forty-one feet (41'). The table below provides a detailed summary of the requested setback and density modifications. As allowed by provisions in the El Paso City Code Section 20.14.130 (Substitution of bicycle parking), the development is required sixteen (16) parking spaces and fifteen (15) bicycle spaces. The applicant is requesting a 72% parking reduction from thirteen (13) parking spaces to (3) parking spaces. A parking study was submitted as required (see Attachment 3) and demonstrates adequate on-street parking available throughout the day. In addition to the requested setback and parking reductions, the applicant is also requesting to the City Council an 85% density increase from thirteen and a half (13.5) units maximum to the proposed twenty-five (25) units. Aside from the requested modifications, the detailed site development plan complies with all other applicable standards. Vehicular access to the subject property is proposed from Brown Street via the alley, while providing pedestrian access from the front sidewalk along Brown Street.

The following table summarizes the reductions request:

<b>C-4 (Commercial) Zone District – Apartments</b>		
<b>Density/Dimensional Standard</b>	<b>Required</b>	<b>Proposed</b>
Lot Area (min.)	4,000 Sq. Ft.	6,750 Sq. Ft.
Lot Width (average min.)	50 Feet	75 Feet
Front Yard Setback (min.)	2 Feet 7 inches	2 Feet 10 Inches
<b>Rear Yard Setback (min.)</b>	<b>25 Feet</b>	<b>7 Feet</b>
Side Yard Setback (Left) (min.)	5 Feet	5 Feet
<b>Side Yard Setback (Right) (min.)</b>	<b>5 Feet</b>	<b>3 Feet 10 Inches</b>
Height (max.)	60 Feet	41 Feet
<b>Density (max.)</b>	<b>500 Sq. Ft./Unit (3 or more stories)</b>	<b>270 Sq. Ft./Unit</b>
<b>Allowable Number of Units (max.)</b>	<b>13.5 Units</b>	<b>25 Units</b>

Note: bold indicates requested modifications

<b>COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<b>Location Criteria:</b> An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property is part of the Franklin Heights Subdivision, which was part of an 1873 charter that incorporated the land into the City of El Paso. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code.
<b>Mandatory Design Requirement 1.1:</b> Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F.5.	Yes. Parking is proposed along the side of the subject property and screened in accordance with Section 21.50.070.F.5.
<b>Mandatory Design Requirement 1.2:</b> Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development is oriented towards Brown Street (main street), with pedestrian access from the same street.
<b>Mandatory Design Requirement 1.3:</b> For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The subject property is located in a C-4 (Commercial) district, abutting other existing residential developments with an average setback of 3 feet for all lots within the same block. The proposed 2-foot 10-inch front setback is within the deviation of 15% of the average setback requirement.

<b>COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)</b>	
<b>Selective Design Requirement 2.2:</b> The percentage of gross floor area divided by the total lot area for infill development project shall be no less than eighty percent.	Yes. The 11,770 total gross floor area of the proposed building divided by the 6,750 sq. ft. lot area amounts to 174%, which meets this requirement.
<b>Selective Design Requirement 2.5:</b> The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The total width of the proposed building is 66 feet, which is greater than 80% of the lot width of 75 feet, meeting this requirement.
<b>Selective Design Requirement 2.7:</b> The height of any proposed infill development shall be equal to at least half the width of the widest abutting street.	Yes. The 41-foot height of the proposed building is more than half of the 70-foot width of Brown Street, which meets this requirement.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the reductions and density increase requested, the detailed site development plan demonstrates compliance with all applicable standards per the El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request is in accordance with the recommendations of <i>Plan El Paso</i> and the G-7, Industrial and/or Railyards Future Land Use Designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Brown Street, a minor arterial as classified on the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from the alley. The applicant is requesting reduction from the minimum requirement of thirteen (13) parking spaces to three (3) parking spaces. A parking study was conducted for this application, which found that there is sufficient on-street parking available to serve the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no anticipated adverse or negative impacts on adjacent properties from the proposed use of apartments.
5. The design of the proposed development mitigates substantial environmental problems.	N/A. There are no known environmental problems in the area that require mitigation.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development complies with landscaping requirements of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other existing uses and building configurations in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is similar in use to adjacent properties. No impact on adjacent properties is anticipated.



<b>COMPLIANCE WITH PLAN EL PASO GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-7, Industrial and/or Railyards:</b> This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The subject property is proposed to be developed as apartments, which provides the opportunity for future mixed-use development called for in the G-7, Industrial and/or Railyards land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-4 (Residential) District:</b> The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The proposed development of apartment use is permitted by right in the C-4 (Commercial) district and is compatible with surrounding properties.</p>
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property does not reside within any historic districts or special designations and study areas.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the request.</p>	<p>There are no anticipated adverse impacts.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>There has been some transition in the area within the last 10 years. Nearby properties located southwest of the subject property were rezoned from R-MU (Residential Mixed Use) to G-MU (General Mixed Use) in 2014. North of the subject property, a property was rezoned from M-1 (Light Manufacturing) to G-MU (General Mixed Use) in 2021 while another property located northwest of the subject property was rezoned from M-1 (Light Manufacturing) to C-4 (Commercial) in 2018. To the east, lies another property that was rezoned from C-4/h (Commercial/historic) to R-MU/h (Residential Mixed Use/historic) in 2016.</p>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is located in an older area of the City necessitating innovative solutions to continue development of vacant lots.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts Brown Street, a minor arterial as designated in the City of El Paso’s Major Thoroughfare Plan (MTP). Vehicular access to the subject property is proposed from Brown Street via the alley, while providing pedestrian access from the front sidewalk along Brown Street. A parking study was conducted for this application, which demonstrates that there is sufficient on-street parking available to serve the proposed use. There are approximately six (6) bus routes serving the area, with approximately eighteen (18) different bus stops located within a five-minute walking distance (1/4 mile) from the subject property. The closest, is located approximately 0.06 miles away located on Myrtle Avenue. There are existing sidewalks along Brown Street. The existing infrastructure and services are adequate to serve the proposed development.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the El Paso Central Business Association and the Sunrise Civic Group which were notified of the special permit application. Property owners within 300 feet of the subject property were notified of the special permit request on August 11, 2023. As of August 31, 2023, the Planning Division has not received communication in support or opposition to the request.

**RELATED APPLICATIONS:** None.

#### **CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

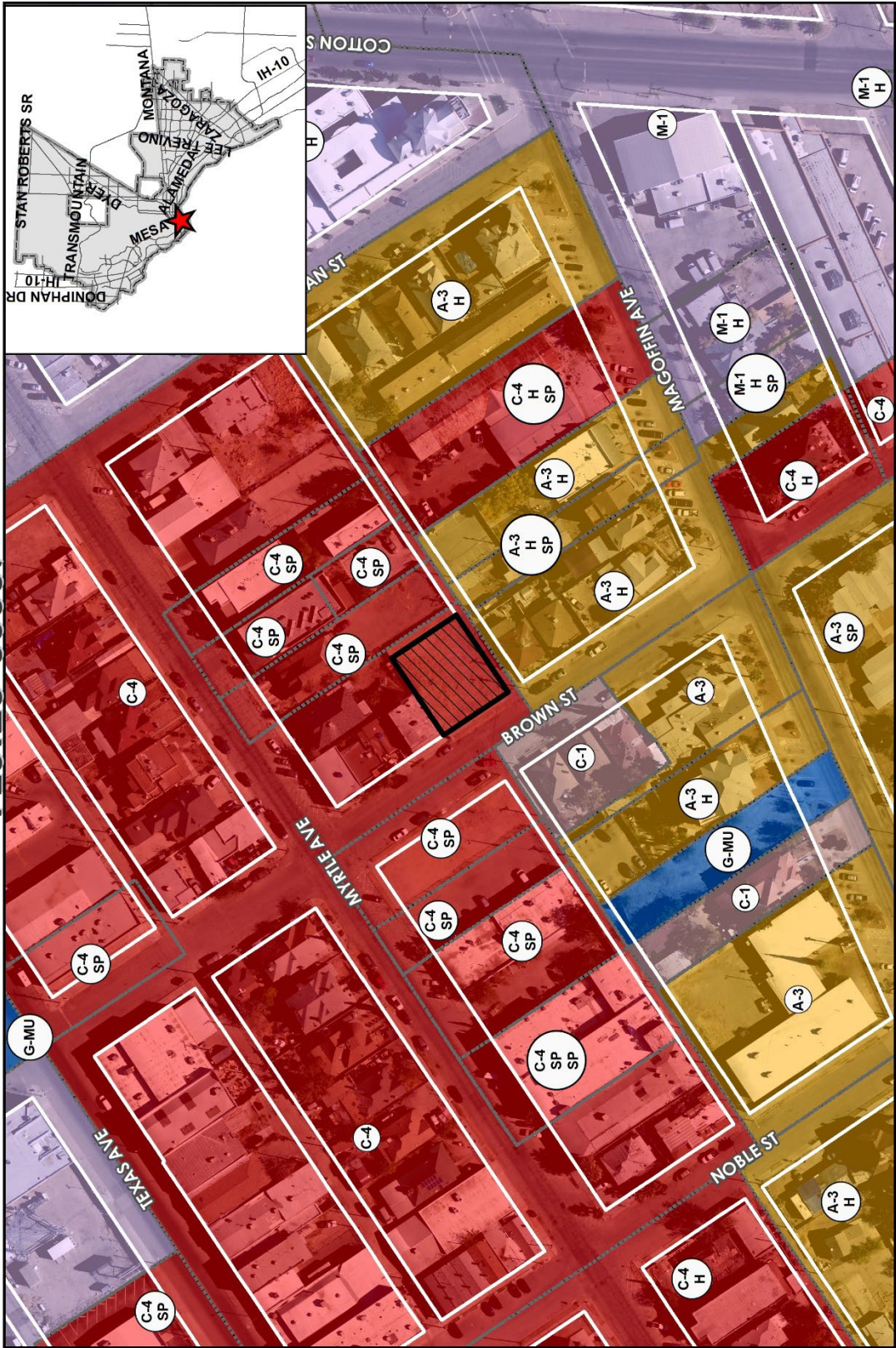
#### **ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Development Plan
3. Parking study
4. Department Comments
5. Neighborhood Notification Boundary Map




# ATTACHMENT 1

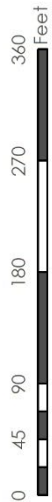
PZST23-00007



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.

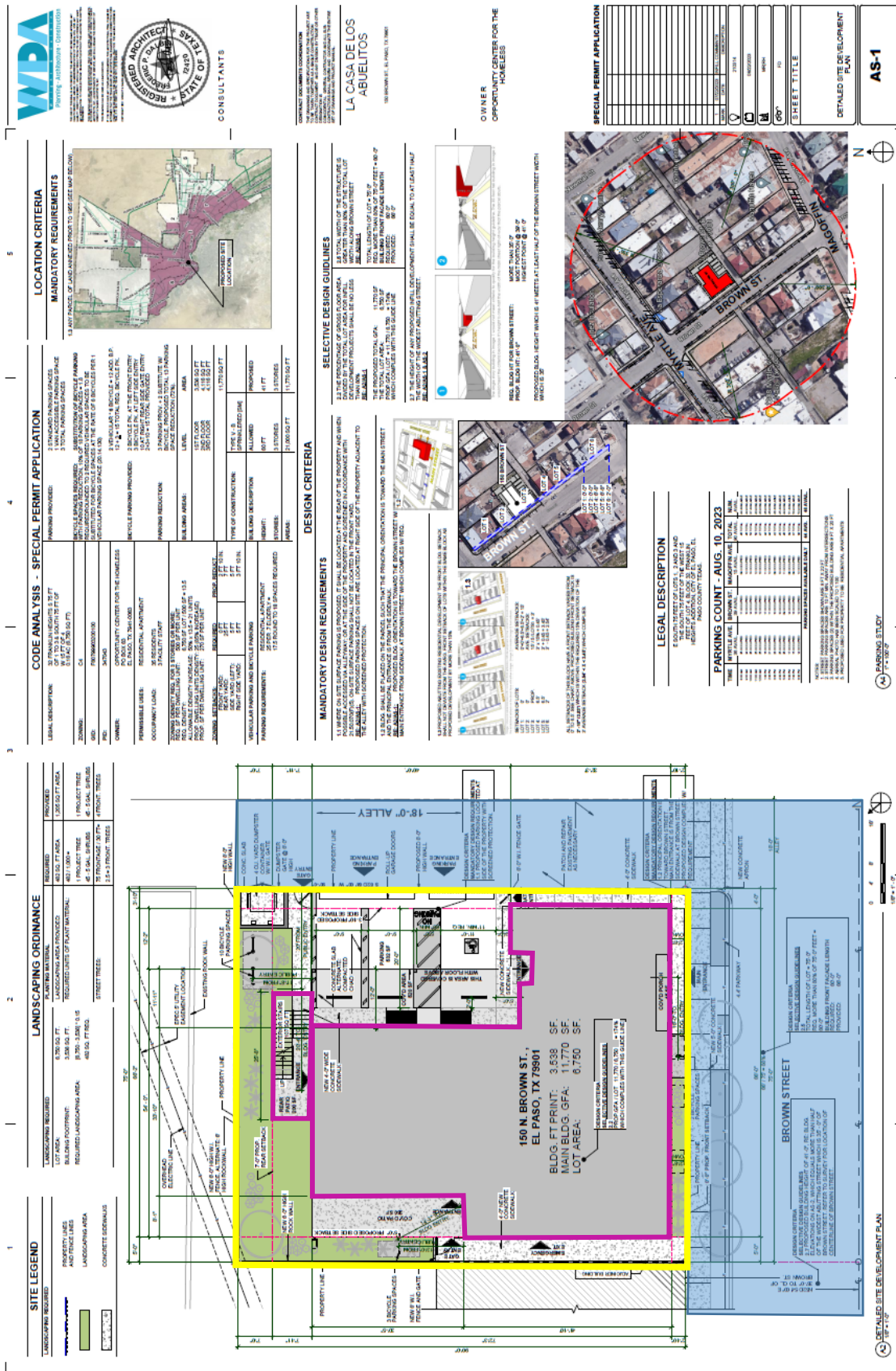


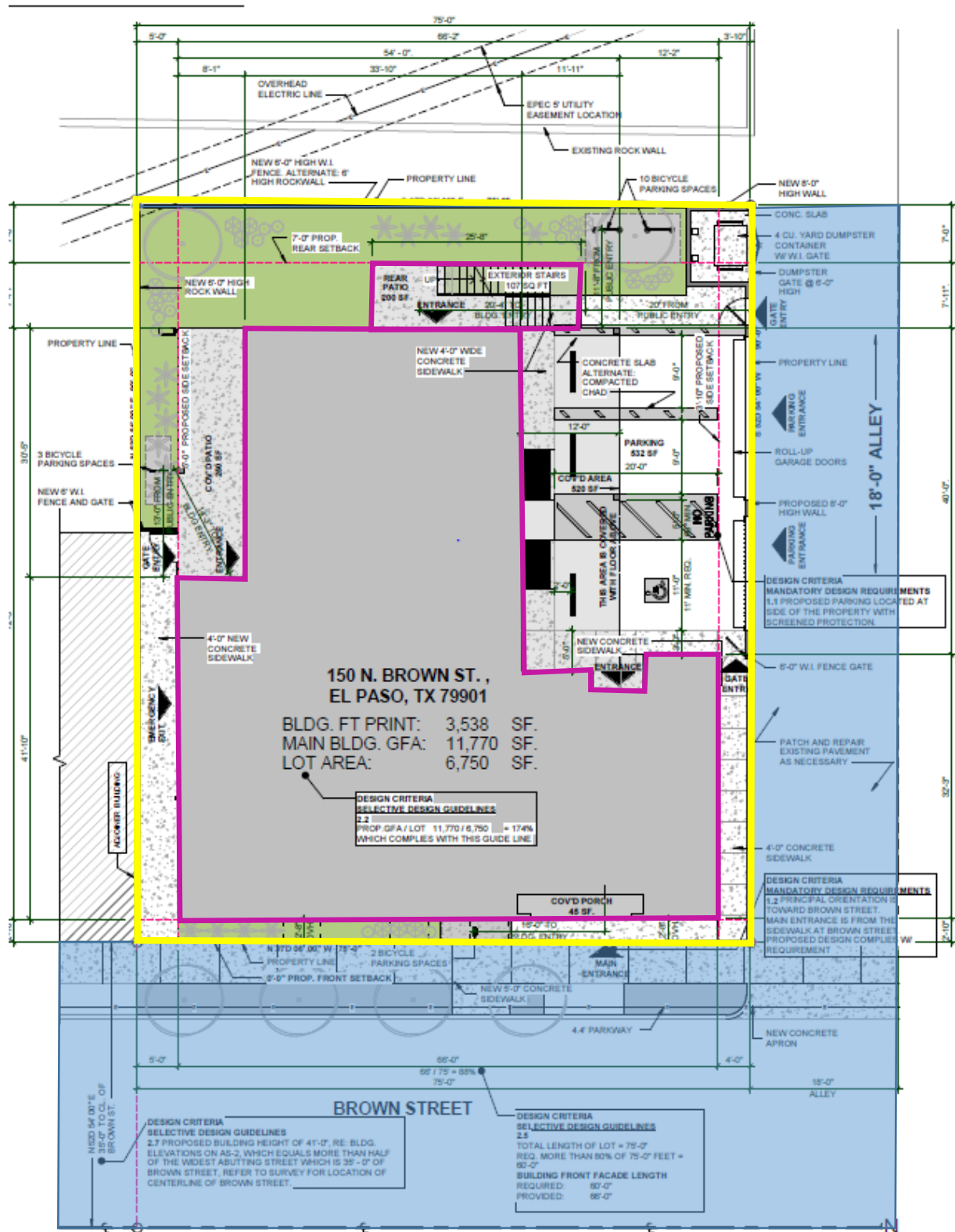
 Subject Property





## 494









ATTACHMENT 3



PARKING COUNT - AUG. 10, 2023					
TIME	MYRTLE AVE. 39 AVAIL.	BROWN ST. 39 AVAIL.	MAGOFFIN AVE. 15 AVAIL.	TOTAL 90 AVAIL.	NUM. AVAIL.
8:00 AM	26 OCCUPIED	11 OCCUPIED	08 OCCUPIED	45 TOTAL	44 AVAILABLE
9:00 AM	24 OCCUPIED	12 OCCUPIED	12 OCCUPIED	48 TOTAL	41 AVAILABLE
10:00 AM	26 OCCUPIED	14 OCCUPIED	13 OCCUPIED	53 TOTAL	37 AVAILABLE
11:00 AM	25 OCCUPIED	13 OCCUPIED	12 OCCUPIED	50 TOTAL	40 AVAILABLE
12:00 PM	25 OCCUPIED	12 OCCUPIED	10 OCCUPIED	47 TOTAL	43 AVAILABLE
1:00 PM	16 OCCUPIED	17 OCCUPIED	11 OCCUPIED	44 TOTAL	46 AVAILABLE
2:00 PM	21 OCCUPIED	11 OCCUPIED	12 OCCUPIED	44 TOTAL	46 AVAILABLE
3:00 PM	23 OCCUPIED	10 OCCUPIED	09 OCCUPIED	42 TOTAL	48 AVAILABLE
4:00 PM	25 OCCUPIED	10 OCCUPIED	10 OCCUPIED	45 TOTAL	45 AVAILABLE
5:00 PM	22 OCCUPIED	09 OCCUPIED	11 OCCUPIED	42 TOTAL	48 AVAILABLE
6:00 PM	17 OCCUPIED	14 OCCUPIED	08 OCCUPIED	39 TOTAL	51 AVAILABLE
7:00 PM	15 OCCUPIED	12 OCCUPIED	08 OCCUPIED	35 TOTAL	55 AVAILABLE
8:00 PM	14 OCCUPIED	12 OCCUPIED	12 OCCUPIED	38 TOTAL	52 AVAILABLE
PARKING SPACES AVAILABLE DAILY				44 AVG.	46 AVG.

- NOTES:
1. STREET PARKING SPACES SHOWN ARE 8 FT X 22 FT
  2. STREET PARKING SPACES ARE 10 FT MIN. AWAY FROM INTERSECTIONS
  3. PARKING SPACES (3) WITHIN THE PROPOSED BUILDING ARE 9 FT X 20 FT
  4. AERIAL PHOTO HAS BEEN SCALED TO 1:100
  5. PROPOSED USED FOR PROPERTY TO BE RESIDENTIAL APARTMENTS

A4 PARKING STUDY  
1" = 100'-0"

# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

1. Staff recommends approval of the special permit and detailed site development plan request for infill development as the proposal meets all the requirements of El Paso City Code Sections:
  - a. 20.04.320 – Special Permit
  - b. 20.04.150 – Detailed Site Development Plan
  - c. 20.10.280 – Infill Development
2. Staff recommends approval of the parking reduction request and density increase as the parking study demonstrated a high count of available parking spaces on the street to accommodate any demands by the use, as well as provision of public transportation available to serve tenants.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval. No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

## **Planning and Inspections Department – Land Development**

Approved, no objections to the proposed site plan.

## **Fire Department**

Recommend approval. Aerial access will be required.

***Note: To be reviewed at building permitting stage***

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

No objections to proposed development.

## **Sun Metro**

Recommend approval.

## **El Paso Water**

EP Water – PSB does not object to this request.

## **EPWU-PSB Comments**

There is an existing 4-inch diameter water main that extends along the 18-foot alley immediately south of the property, located approximately 5-feet south of the property line. This main is available for service.

There is an existing 4-inch diameter water main that extends along Brown St., located approximately 19-feet west of the east right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #1738, located on the northwest corner of Myrtle Ave. and Newman St., has yielded a static pressure of 82 (psi), a residual pressure of 69 (psi), and a discharge of 1,678 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.



**Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main that extends along the 18-foot alley immediately south of the property, located approximately 10-feet south of the property line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Brown St., located approximately 35-feet west of the east right-of-way line. This main is available for service.

**General**

Water and sanitary sewer service may require paving cuts on Brown St.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

**Stormwater**

Recommend using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

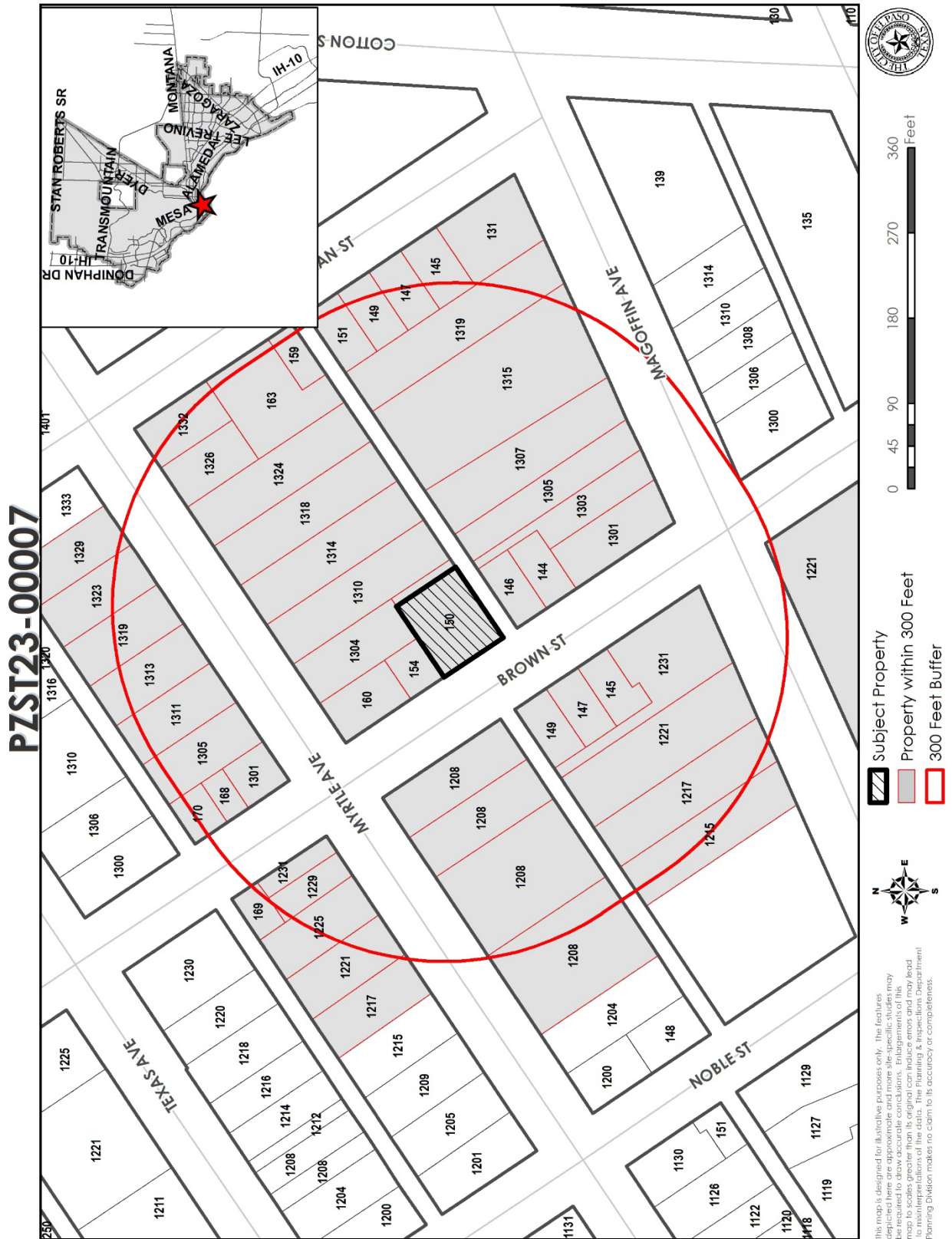
**Texas Department of Transportation**

No comments received.

**El Paso County Water Improvement District #1**

No comments received.

# ATTACHMENT 5





Legislation Text

---

**File #:** 23-1379, **Version:** 1

---

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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

Planning and Inspections, Nina Rodriguez, (915) 212-1561

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of the north 158 feet of Tract 187 and the north 158 feet of the east 90 feet of Tract 188, Sunrise Acres No. 1, 8687 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) 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: 8687 Gateway South Boulevard

Applicant: Curtis Hammock, PZRZ23-00008

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Nina Rodriguez, (915) 212-1561

**DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of the north 158 feet of Tract 187 and the north 158 feet of the east 90 feet of Tract 188, Sunrise Acres No. 1, 8687 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) 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: 8687 Gateway South Boulevard  
Applicant: Curtis Hammock, PZRZ23-00008

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone to allow for shopping center and office uses. City Plan Commission recommended 5-0 to approve the proposed rezoning with conditions on August 10, 2023. As of October 10, 2023, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE CHANGING THE ZONING OF THE NORTH 158 FEET OF TRACT 187 AND THE NORTH 158 FEET OF THE EAST 90 FEET OF TRACT 188, SUNRISE ACRES NO. 1, 8687 GATEWAY SOUTH BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-2 (COMMERCIAL), AND IMPOSING CONDITONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of the North 158 feet of Tract 187 and the North 158 feet of the East 90 feet of Tract 188, Sunrise Acres No. 1, 8687 Gateway South Boulevard,, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-4 (Residential)** to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *Prior to issuance of a certificate of occupancy or certificate of completion, property owner must install an eight-foot (8') rock wall along the westerly property line if abutting residential uses or districts.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(Signatures on the following page)

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Oscar Leeson  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

(Exhibit "A" on the following page)



## PRECISION LAND SURVEYORS

10441 VALLE DE ORO DR.  
El Paso, Texas 79927  
Ph# (915) 222-5227

The North 158 feet of Tract 187 and  
The North 158 feet of the East 90 feet of Tract 188,  
Sunrise Acres No.1,  
City of El Paso, El Paso County, Texas  
January 12, 2022;

## METES AND BOUNDS DESCRIPTION

The North 158 feet of Tract 187 and The North 158 feet of the East 90 feet of Tract 188,  
Sunrise Acres of land more or less. No.1, City of El Paso, El Paso County, Texas, and being  
more particularly described by metes and bounds as follows:

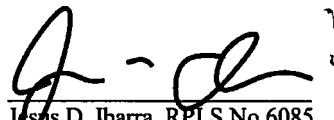
Commencing for reference at a found nail and the intersection of Neptune Street and  
Sunrise Ave., thence along the centerline of Sunrise Ave. (60' right of way), North  
88°51'00" East a distance of 135.00 feet to a point, thence leaving said centerline, South  
01°09'00" East a distance of 30.00 feet to a set ½" rebar with cap "6085" at the northwest  
corner of the this parcel, the south right of way of Sunrise Ave., and the **"TRUE POINT  
OF BEGINNING"**.

Thence along said south right of way, **North 88°51'00" East** a distance of **290.00**  
feet to a found 5/8" rebar at the northeast corner of the this parcel and the west right  
of way of Gateway Blvd. South;

Thence along said west right of way, **South 01°09'00" East** a distance of **158.00**  
feet to a found 1/2" rebar at the southeast corner of the this parcel;

Thence leaving said west right of way, **South 88°51'00" West** a distance of **290.00**  
feet to a found 5/8" rebar at the southwest corner of the this parcel;

Thence, **North 01°09'00" West** a distance of **158.00** feet to **"TRUE POINT OF  
BEGINNING"** and containing in all **45,820 square feet or 1.0519 acres** of land more or  
less.

  
Jesus D. Ibarra, RPLS No.6085  
April 5, 2022

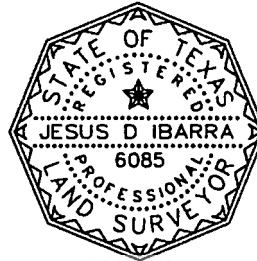
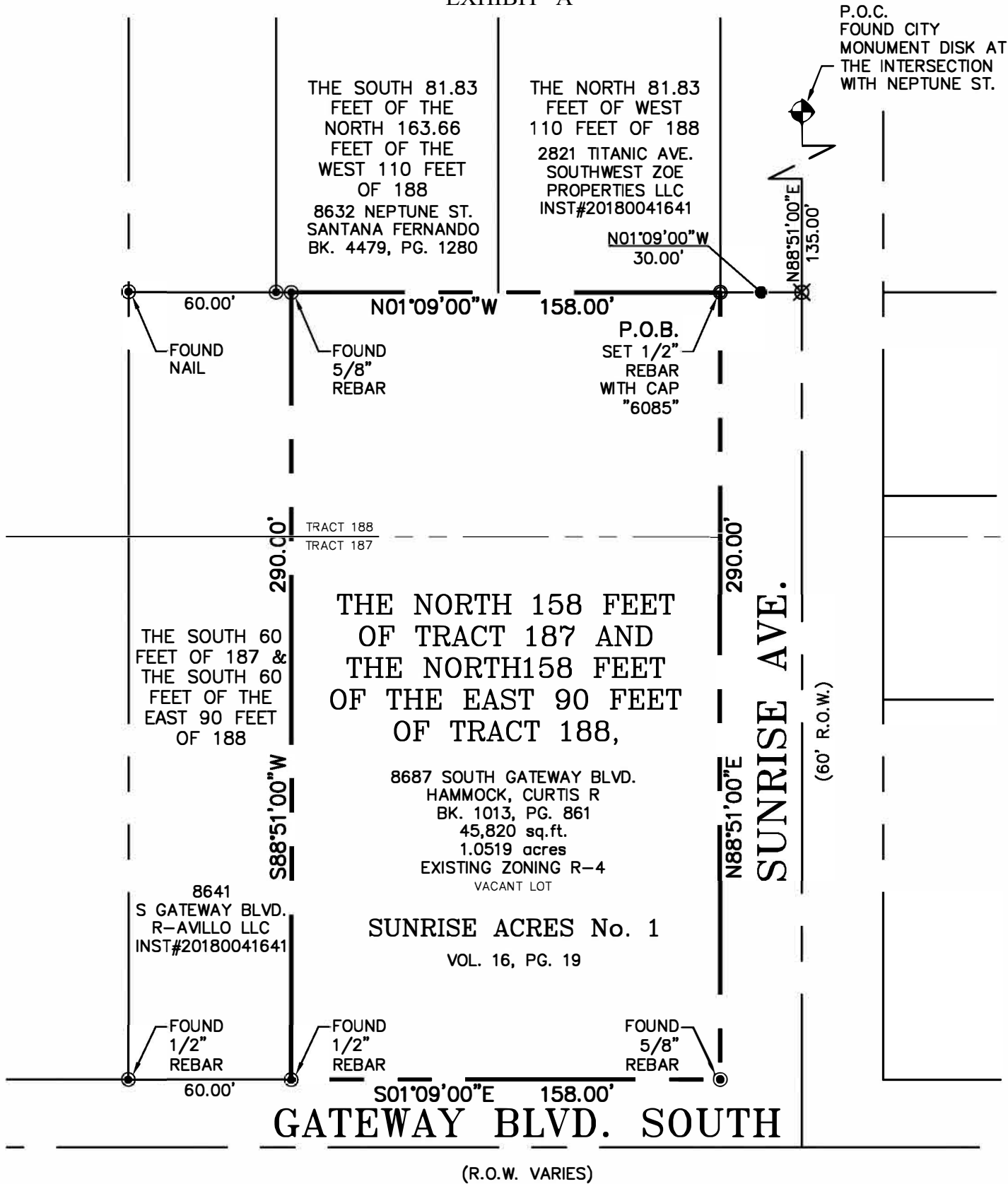
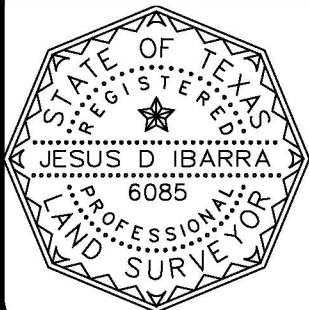
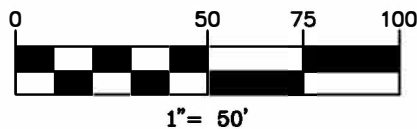
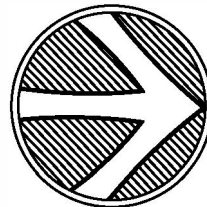


EXHIBIT "A"



NOTES:

1. BEARING BASIS IS RECORD FOR SUNRISE ACRES No.1 , AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF FILED IN VOL. 16, PG. 19, PLAT RECORDS OF EL PASO COUNTY, TEXAS AND REFERENCE BY FOUND CITY MONUMENTS SHOWN HEREIN.
2. THIS PROPERTY MAY BE SUBJECT TO EASEMENT WHETHER OF RECORD NOT. (NOT SHOWN).
3. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.



CERTIFICATION

I HEREBY CERTIFY THAT THIS MAP WAS MADE FROM AN ACTUAL ON THE GROUND SURVEY AND THAT THE MONUMENTATION SHOWN HEREON WERE FOUND AND/OR PLACED UNDER MY PERSONAL SUPERVISION. A ALSO CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

4-5-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS  
10441 VALLE DE ORO DR.  
EL PASO, TEXAS 79927  
(915) 222-5227

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# 8687 Gateway South

City Plan Commission — August 10, 2023

REZONING



**CASE NUMBER:** PZR23-00008  
**CASE MANAGER:** Nina Rodriguez, (915) 212-1561, [RodriguezNA@elpasotexas.gov](mailto:RodriguezNA@elpasotexas.gov)  
**PROPERTY OWNER:** Curtis Hammock  
**REPRESENTATIVE:** Robert A. Gonzales  
**LOCATION:** 8687 Gateway South Blvd. (District 2)  
**PROPERTY AREA:** 1.05 acres  
**REQUEST:** Rezone from R-4 (Residential) to C-2 (Commercial)  
**RELATED APPLICATIONS:** None  
**PUBLIC INPUT:** None received as of August 3, 2023

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-4 (Residential) to C-2 (Commercial) to allow for shopping center and office uses.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the request as the proposed use and rezoning is compatible with surrounding land uses and the G-3, Post-War future land use designation of *Plan El Paso*, the City's adopted comprehensive plan. The conditions are the following:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.*
2. *Prior to issuance of a certificate of occupancy or certificate of completion, property owner must install an eight-foot (8') rock wall along the westerly property line if abutting residential uses or districts.*

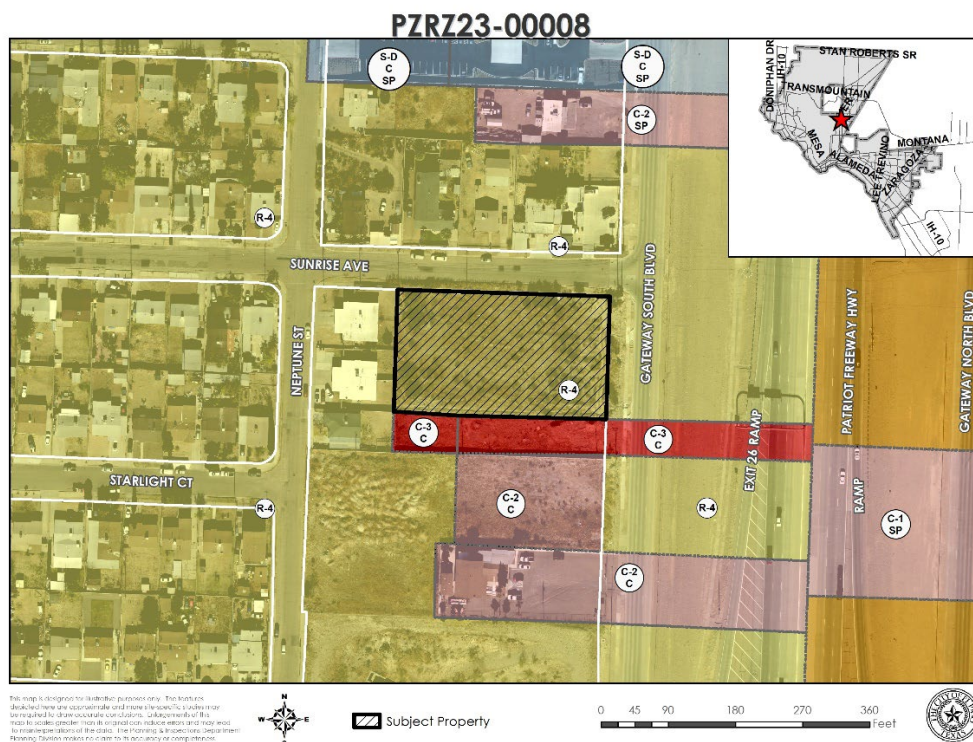


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone a 1.05-acre parcel from R-4 (Residential) to C-2 (Commercial) to allow for shopping center and office uses. The conceptual plan shows one (1) proposed 4,680 square foot retail/office building with fifty (50) on-site parking spaces, a ponding area, and landscaping along front and rear property lines. The applicant is proposing access provided from Sunrise Avenue.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed uses of shopping center and offices, and the proposed rezoning of the subject property to C-2 (Commercial) is in character with the commercial districts to the south. Conditions are being recommended to safeguard and mitigate any negative impacts to existing residential properties adjacent to the subject property. Properties to the north and west of the subject property are zoned R-4 (Residential) and mostly consists of single-family dwellings and duplexes. The properties to the south are zoned C-3/c (Commercial/conditions), C-2/c (Commercial/conditions), and R-4 (Residential) and consist of vacant lots and single-family dwellings. The subject property is bound to the east by Patriot Freeway. The rezoning will also expand commercial zoning already present along Gateway Boulevard South, while also serving as a buffer for residential properties behind Gateway Boulevard South to decrease noise pollution from the freeway. There are existing sidewalks along Gateway Boulevard South, and the applicant is proposing to install sidewalks along Sunrise Avenue. The distance to the nearest school, Park Elementary School, is 0.63 miles and the distance to the nearest park, Sunrise Park, is approximately 0.30 miles.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-3, Post-War:</b> This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed development is compatible with the future land use designation. Shopping center and office uses are an appropriate commercial use for this land use designation.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-2 (Commercial) District:</b> The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The rezoning is compatible with adjacent property to the south zoned C-3/c (Commercial/conditions) and properties to the east zoned C-1/sp (Commercial/special permit) and A-2 (Apartment). While the properties to the west and north of the subject property are zoned R-4 (Residential), changing the current zoning designation of the subject property will serve as a buffer for residential properties behind Gateway South Boulevard to reduce traffic and noise pollution from the freeway, as well as expand commercial zoning already present along Gateway Boulevard South.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not</p>	<p>Yes. The subject property is located at the intersection of Gateway Boulevard South, a major arterial as classified under the City's Major Thoroughfare Plan (MTP) and Sunrise Avenue, a local road as classified</p>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	under the City's MTP. Adjacent properties to the north and east of the subject property along Gateway Boulevard South are zoned commercial. Changing the zoning designation of the subject property will contribute to a consistency of commercial zoning along this block of Gateway Boulevard South.
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The area is in transition with the adjacent property to the south rezoned from R-4 (Residential) and C-2 (Commercial) to C-3/c (Commercial/conditions) in 2022. Nearby properties further north were rezoned from R-4 (Residential) to C-2/sp (Commercial/special permit) in 2014 and from R-4 (Residential) to S-D/c/sp (Special District/condition/special permit) in 2016.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Adjacent properties to the south and east of the subject property are zoned commercial. Rezoning the subject property from R-4 (Residential) to C-2 (Commercial) will keep the consistency of commercial zoning in this block along Gateway Boulevard South.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access to the subject property is proposed from Sunrise Avenue, a local road as classified under the City's Major Thoroughfare Plan, which leads to Gateway Boulevard South which is classified as a major arterial under the City's MTP. The classification of these roads is appropriate to support the proposed use. Sidewalks are present for the subject property along Gateway South Boulevard, but are not present along Sunrise Avenue and may be required during development. The closest bus stop is located 1.4 miles from the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** The Planning and Inspections Department recommends imposing conditions requiring a landscape buffer along property lines abutting residential districts along with a minimum 8-foot privacy fence.

**PUBLIC COMMENT:** The subject property lies within the boundaries of the Sunrise Neighborhood Association. Property owners within 300 feet of the subject property were notified of the rezone request on July 27, 2023. As of August 3, 2023, the Planning Division has not received any communication in support or opposition to the request.

**RELATED APPLICATIONS:** None.

**CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

**ATTACHMENTS:**

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map



# ATTACHMENT 1

PZRZ23-00008



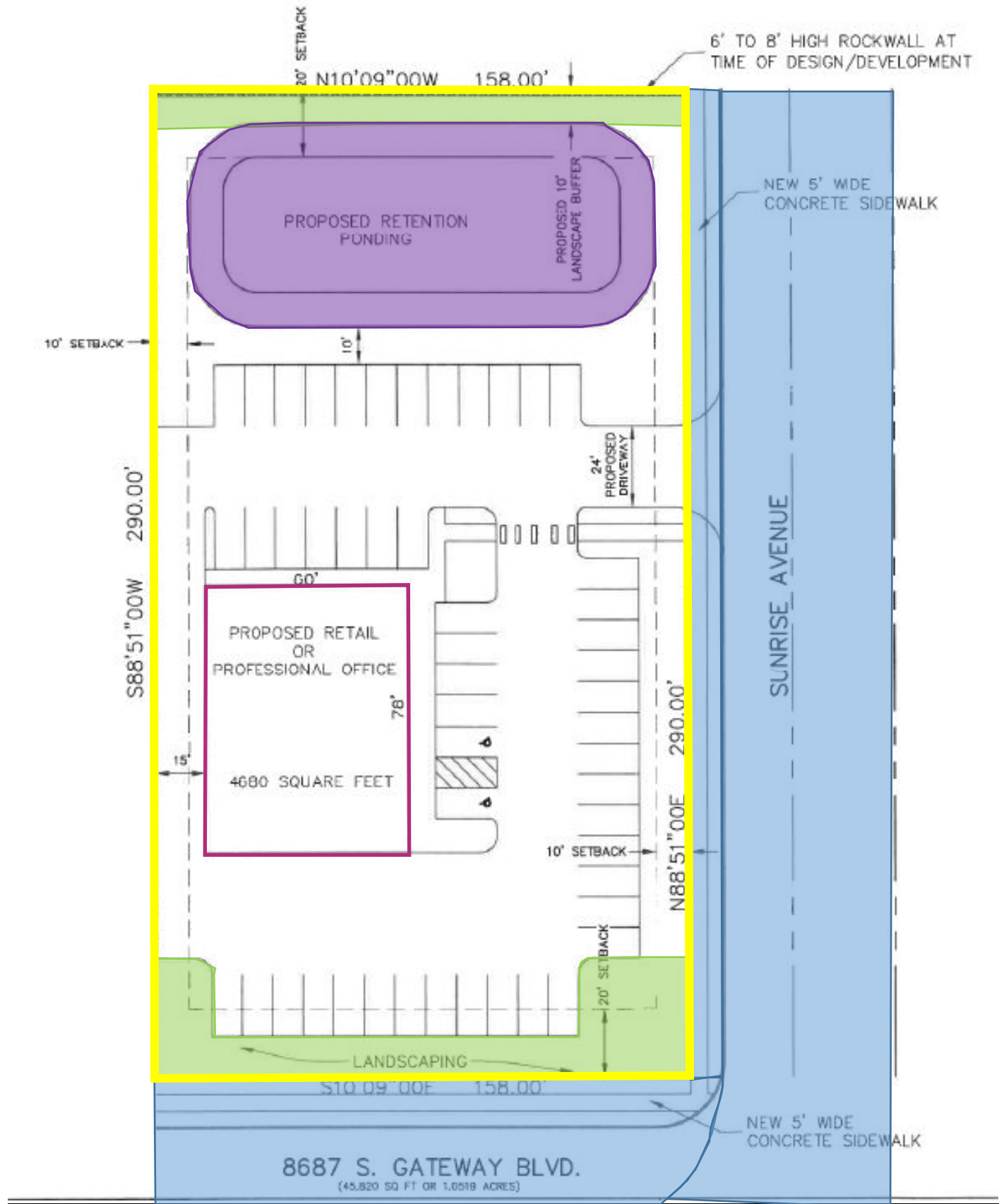
0 45 90 180 270 360 Feet

 Subject Property



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.

# ATTACHMENT 2



# **ATTACHMENT 3**

## **Planning and Inspections Department - Planning Division**

1. Staff recommends the following conditions:
  - A ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.
  - Prior to issuance of a certificates of occupancy or certificates of completion, property owner must install an eight-foot (8') rock wall along the westerly property line if abutting residential uses or districts.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

1. Recommend approval.
2. The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code

## **Planning and Inspections Department – Land Development**

1. Coordinate and obtain approval from TX DOT at the time of grading permit.
2. Provide new concrete sidewalk abutting property line along R.O.W.
3. Driveways must be 25'-35' wide per DSC 6-16.

***Comments will be addressed during permitting stage.***

## **Fire Department**

1. Recommend approval
2. No adverse comments

## **Police Department**

No comments received.

## **Environment Services**

No comments received.

## **Streets and Maintenance Department**

Streets and Maintenance Traffic Engineering has no objections to zoning change.

## **Sun Metro**

No comments received.

## **El Paso Water**

The El Paso Water (EPWater) does not object to this request.

**EPWU-PSB Comments**

There is an existing 24-inch diameter water main along Sunrise Ave approximately 14-feet south of the northern 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.

There is an existing 6-inch diameter water main along Gateway South Blvd approximately 12-feet east of the western right-of-way. This main is available for service.

Previous water pressure from fire hydrant #58 located at the northeast corner of Neptune St. and Sunrise Ave. has yielded a static pressure of 71 psi, a residual pressure of 70 psi, and a discharge of 1,300 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

**Sanitary Sewer**

There is an existing 12-inch diameter sanitary sewer main along Sunrise Ave approximately 25-feet north of the southern right-of-way. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main along Gateway South Blvd approximately 21-feet east of the western right-of-way. This main is available for service.

**General**

Gateway South Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Gateway South Blvd. right-of-way requires written permission from TxDOT

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.

**Stormwater:**

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

**Texas Department of Transportation**

Please have the requestor submit grading and drainage plans to [ELP\\_Access@txdot.gov](mailto:ELP_Access@txdot.gov)

***Note: Comments will be addressed at permitting stage.***

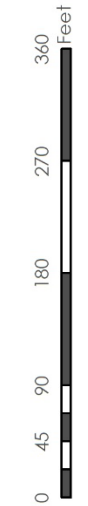
**El Paso County Water Improvement District #1**

No comments received.



# ATTACHMENT 4

PZRZ23-00008



- Subject Property
- Property within 300 Feet
- 300 Feet Buffer



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to confirm the accuracy of the information. The map is not to be used for legal purposes and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Legislation Text

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**File #:** 23-1386, **Version:** 3

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**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**

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

**AGENDA LANGUAGE:**

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

An Ordinance changing the zoning of Tract 7B, and Tract 8, Block 52, Ysleta Grant, 9614 Socorro Road, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic), and imposing conditions. The penalty is as provided for in Chapter 20.24 of 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: 9614 Socorro Road

Applicant: Octavio Saavedra, PZRZ22-00003

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Saul J. G. Pina, (915) 212-1612

**DISTRICT(S) AFFECTED:** District 7

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance changing the zoning of Tract 7B, and Tract 8, Block 52, Ysleta Grant, 9614 Socorro Road, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic), and imposing conditions. The penalty is as provided for in Chapter 20.24 of 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: 9614 Socorro Road  
Applicant: Octavio Saavedra, PZRZ22-00003

**BACKGROUND / DISCUSSION:**

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic) to allow for the development of a general warehouse. Prior to the City Plan Commission hearing, three (3) community meetings were held, which resulted in various design iterations of the project addressing the public comments and concerns. On June 12, 2023, the Historic Landmark Commission heard the case and recommended approval with conditions of the portion within the Mission Trail Historic District. On September 21, 2023, the City Plan Commission heard this case, their vote resulted in a 3-3 tie, resulting in this item moving forward without a City Plan Commission recommendation. As of October 10, 2023, the Planning Division received five (5) calls, two (2) emails, three (3) petition letters with one hundred and ninety-seven (197) signatures, and two (2) letters; all in opposition to the rezoning request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES   NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

---

*Philip Etiwe*

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING THE ZONING OF TRACT 7B, AND TRACT 8, BLOCK 52, YSLETA GRANT, 9614 SOCORRO ROAD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND R-F/H (RANCH AND FARM/HISTORIC) TO C-4 (COMMERCIAL) AND C-4/H (COMMERCIAL/HISTORIC), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tract 7B and Tract 8, Block 52, Ysleta Grant, 9614 Socorro Road, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic)** to **C-4 (Commercial) and C-4/H (Commercial/Historic)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. That a bridge shall be constructed to provide heavy truck ingress and egress from Carl Longuemare Drive to the subject property, and that no heavy truck trailer(s) shall have access or be parked for loading or unloading closer than one hundred feet (100') to property lines adjacent to residential zone districts or uses.
2. That only vehicles with two-axles and under thirty feet (30') in length shall be allowed ingress and egress from Socorro Road with the exception of emergency vehicles. Vehicular ingress and egress from Socorro Road shall only be allowed via a right turn entrance and right turn exit driveway, with such driveway subject to approval by the Texas Department of Transportation.
3. That no building(s) shall be constructed closer than fifty feet (50') to property lines adjacent to residential zone districts or uses and that an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses. In addition, a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
4. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
  - Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and

**ORDINANCE NO. \_\_\_\_\_**

**Zoning Case No: PZRZ22-00003**

- Providing outdoor amplified sound.
- 5. That auto-related, residential, or apartment uses shall not be permitted on the subject property.
- 6. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of certificates of occupancy. The detailed site development plan included as part of the rezoning request, shall satisfy this requirement.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.


**THE CITY OF EL PASO**

**ATTEST:**


\_\_\_\_\_  
Oscar Leeser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
  
Joyce Garcia  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
  
Philip F. Etiwe, Director  
Planning & Inspections Department

## EXHIBIT "A"

A parcel of land out of Tract 7, Block 52, YSLETA GRANT, El Paso County, Texas, more particularly described as follows to wit:

BEGINNING at a one and one-half inch pipe for the Northeast corner which bears North 89 degrees 07 minutes West a distance of 225.80 feet from the Northeast corner of Tract 7, Block 52, Ysleta Grant, El Paso County, Texas;

THENCE South 4 degrees 13 minutes East a distance of 357.61 feet to a one and one-half inch pipe for the Southeast corner;

THENCE North 89 degrees 04 minutes West a distance of 552.38 feet to a five-eighths inch iron pin for the Southwest corner; said corner being on the East right of way line of the Franklin Drain;

THENCE North 30 degrees 25 minutes West a distance of 408.90 feet along the East right of way line of the Franklin Drain to a five-eighths inch iron pin for a corner;

THENCE North 24 degrees 40 minutes West a distance of 7.00 feet along the East right of way line of the Franklin Drain to a one and one-half inch iron pipe for the Northwest corner;

THENCE South 89 degrees 07 minutes East a distance of 735.98 feet to the point of beginning; and containing 5.266 acres of ground, more or less.

AND

TRACT Eight (8), in Block Fifty-two (52) of the YSLETA GRANT in El Paso County, Texas containing 7.55 acres of land more or less.

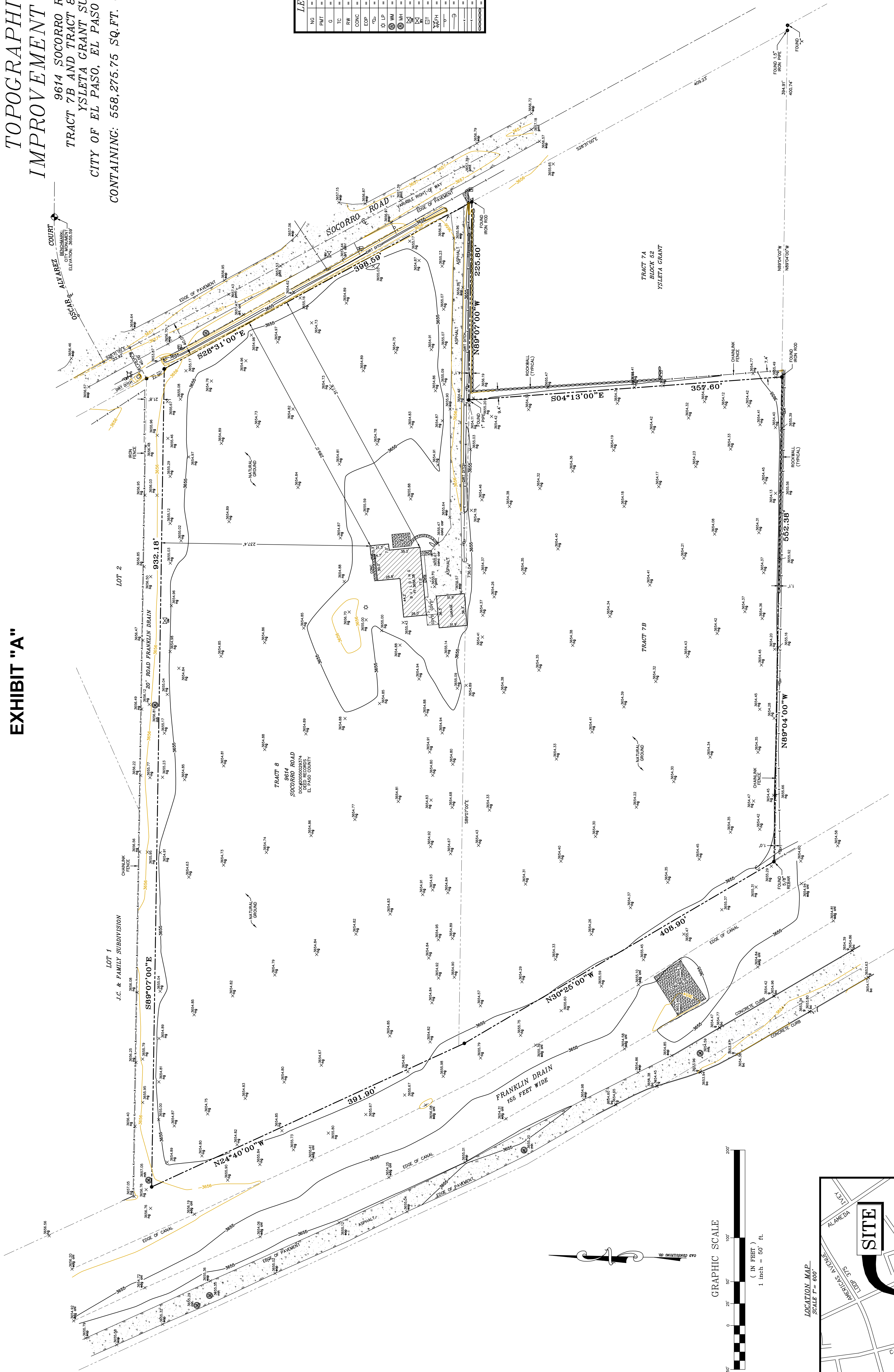


EXHIBIT "A"

TOPOGRAPHIC AND  
IMPROVEMENT SURVEY

9614 SOCORRO ROAD  
TRACT 7B AND TRACT 8, BLOCK 52  
YSLETA GRANT SURVEY  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.  
CONTAINING: 558,275.75 SQ.FT. OR 12.8162 ACRES ±

NG	=	NATURAL GROUND
PMT	=	PAVEMENT
G	=	GUTTER
TC	=	TOP OF CURVE
RW	=	ROCKWALL
CONC	=	CONCRETE
EDP	=	EDGE OF PAVEMENT
LP	=	POWER POLE
LM	=	LIGHT POLE
WM	=	WATER METER
GM	=	GAS METER
WV	=	WATER VALVE
TEB	=	TELEPHONE BOX
FH	=	FIRE HYDRANT
S	=	SIGN
G	=	GUY WIRE
F	=	FENCE
OE	=	OVERHEAD ELECTRIC
R	=	ROCKWALL

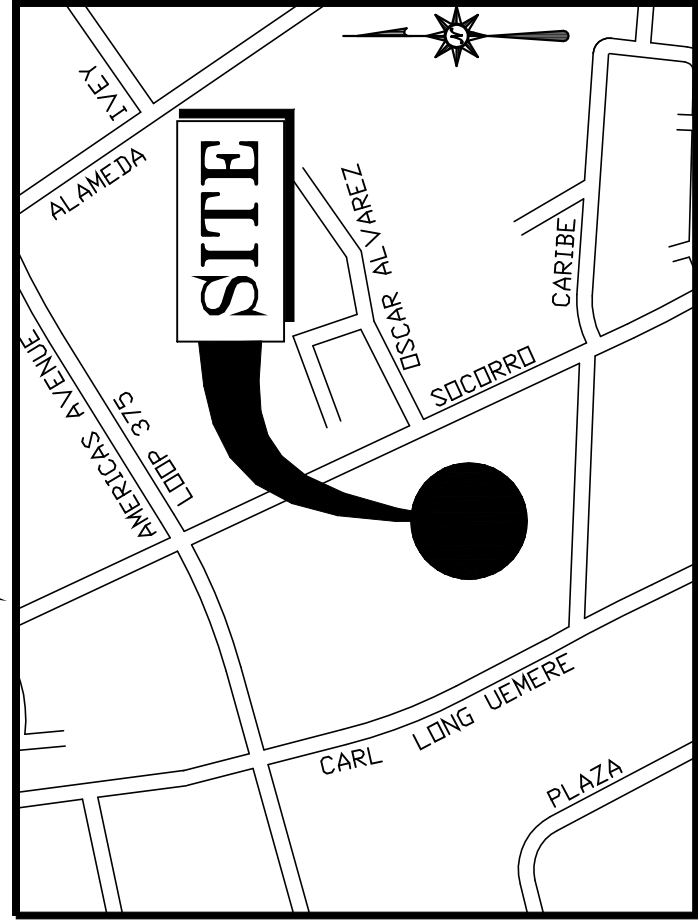


GRAPHIC SCALE

( IN FEET )

1 inch = 50' ft.

LOCATION MAP  
SCALE 1" = 600'



BENCH MARK:  
FOUND CITY MONUMENT AT CENTERLINE  
OF SOCORRO ROAD  
BENCH MARK ELEVATION: 3655.69' CITY DATUM  
CONTOUR INTERVAL: 1 FOOT  
CONTOUR LABEL: 6 FEET

COPYRIGHT © 2019 CAD CONSULTING CO. ALL RIGHTS RESERVED

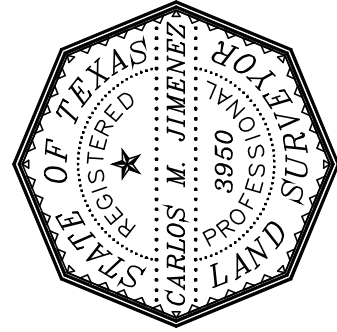
CONSULTING COMPANY

1790 LEE TREVINO DRIVE SUITE 503

EL PASO, TEXAS 79936

TEL (915) 633-6422 FAX (915) 633-6424

NOTES:  
1. ACCORDING TO THE FLOOD INSURANCE RATE MAP, HEREON DESCRIBED TRACT  
LIES IN ZONE "C" AND "A1", COMMUNITY PANEL NO. 48244-0052-B, DATED 10-15-1982.  
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



CERTIFICATION  
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND  
IMPROVEMENT SURVEY WAS MADE BY ME OR UNDER  
MY CLOSE PERSONAL SUPERVISION AND IS TRUE AND CORRECT  
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ RPLS No. 3950  
TRMP 10050505





10/05/2023

### Consultants

[illegible]

Project

EP Logistics  
9614  
Socorro

Use: General Warehousing

**Legal Descriptions:**

Parcel 1: A portion of Tract 7, NKA Tract 7B, Block 52, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to a survey made for tax purposes and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part here of for all purposes intended. [5,266 acres +/-]

Parcel 2: Tract 8, Block 52, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to a survey made for tax purposes. (7,554 acres +/-)

Drawing

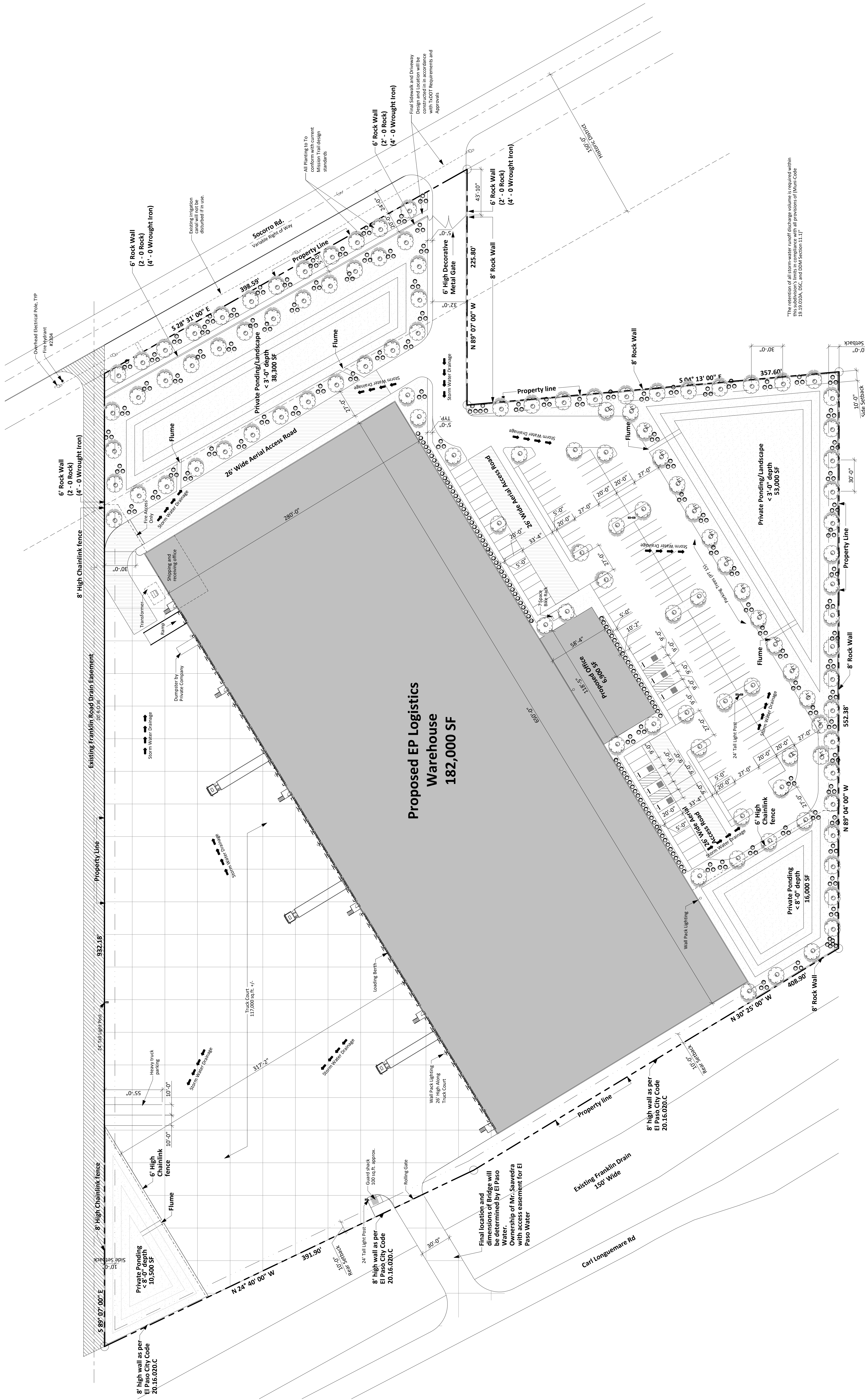
## Detailed Site Development Plan

This document and the information herein is the property of PhloWiki Partnership and PhloWiki Architects. No part thereof shall be copied, duplicated, distributed, disclosed or used in any manner without the express written consent of PhloWiki Partnership and PhloWiki Architects. To any extent whatsoever expressed or implied by PhloWiki Partnership and PhloWiki Architects, Any Person, firm, or corporation receiving this document, however obtained, shall by virtue hereof, be deemed to have agreed to the foregoing restrictions and that this document will be held in trust and confidence subject only to the private use expressly authorized by PhloWiki Partnership and PhloWiki Architects.

Print Date / Time: 10/05/2023 3:02:14 PM

Commission Number

223-004



		Zoning Table				Minimum Side Street Yard	Minimum Cumulative Side & Side Street Yard Total
Zoning District	Use	Minimum Front Setback	Minimum Rear Yard Setback	Minimum Cumulative Front & Rear Yard Total	Minimum Side Yard		
C-4	General Warehousing	0'	10'	N/A	10' when abutting a residential or apartment district	10'	N/A

Site Plan	1" = 40'-0"	1
-----------	-------------	---

## Parking Calculations

EP Logistics Warehouse: (182,000 SF /5000)= 37 required  
 EP Logistics Office: (6,900 SF /400) = 18  
 Total Parking Required = 55  
 Total Parking Provided = 126 Parking Spaces & 6 HC Spaces  
 Bicycle Parking Required = 7  
 Bicycle Parking Provided = 7  
 Heavy trucks parking Required = 2  
 Heavy trucks parking Provided = 2  
 Canopy Trees for excess parking spaces required = 16  
 Canopy Trees for excess parking spaces provided = 16

## Property Conditions

- [illegible]





# 9614 Socorro

City Plan Commission — September 21, 2023

REZONING



**CASE NUMBER:** PZRZ22-00003 **Revised**  
**CASE MANAGER:** Saul J. G. Pina, (915) 212-1612, [PinaSJ@elpasotexas.gov](mailto:PinaSJ@elpasotexas.gov)  
**PROPERTY OWNER:** Octavio Saavedra  
**REPRESENTATIVE:** Loya Wilke Architects c/o Gilda Maraboto  
**LOCATION:** 9614 Socorro Rd. (District 7)  
**PROPERTY AREA:** 12.8 acres  
**REQUEST:** Rezone from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic)  
**RELATED APPLICATIONS:** PHAP23-00036 – Historic Preservation/Certificate of Appropriateness  
**PUBLIC INPUT:** Five (5) calls in opposition, two (2) emails in opposition, three (3) petition letters with one hundred and ninety-seven (197) signatures in opposition, and two (2) letters in opposition as of September 20, 2023

**SUMMARY OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic) to allow for the use of general warehouse.

**SUMMARY OF STAFF'S RECOMMENDATION:** Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-4, Industrial and/or Railyards Future Land Use designation. The conditions are the following:

1. That a bridge shall be constructed to provide heavy truck ingress and egress from Carl Longuemare Drive to the subject property, and that no heavy truck trailer(s) shall have access or be parked for loading or unloading closer than one hundred feet (100') to property lines adjacent to residential zone districts or uses.
2. That only vehicles with two-axes and under thirty feet (30') in length shall be allowed ingress and egress from Socorro Road with the exception of emergency vehicles. Vehicular ingress and egress from Socorro Road shall only be allowed via a right turn entrance and right turn exit driveway, with such driveway subject to approval by the Texas Department of Transportation.
3. That no building(s) shall be constructed closer than fifty feet (50') to property lines adjacent to residential zone districts or uses and that an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses. In addition, a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
4. That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:
  - Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and
  - Providing outdoor amplified sound.
5. That auto-related, residential, or apartment uses shall not be permitted on the subject property.
6. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of certificates of occupancy. The detailed site development plan included as part of the rezoning request, shall satisfy this requirement.



PZR22-00003

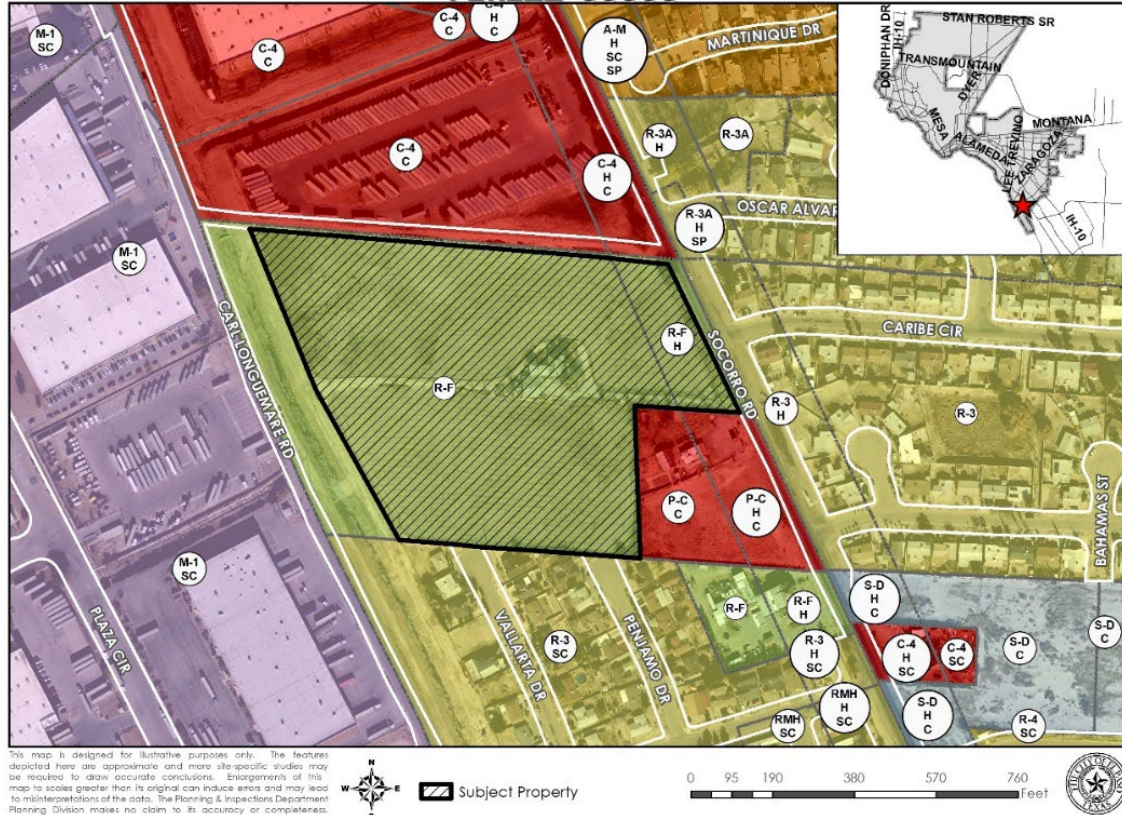


Figure A. Subject Property & Immediate Surroundings

**DESCRIPTION OF REQUEST:** The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and R-F/H (Ranch and Farm/Historic) to C-4 (Commercial) and C-4/H (Commercial/Historic) to allow for the use of general warehouse. The applicant is also requesting review and approval of a detailed site development plan for the subject property as per the proposed condition. The subject property is approximately 12.8 acres in size. The detailed site development plan shows one (1) building comprising of 6,900 square feet of office space and 182,000 square feet of general warehouse area; four (4) ponding sites with a total combined size of 29,450 square feet; parking spaces to include two (2) heavy truck spaces along with thirty-eight (38) dock doors, one hundred and thirty-two (132) vehicular spaces, and seven (7) bicycle spaces. The applicant is providing sixteen (16) additional parking lot trees to accommodate excess parking over the maximum of fifty-four (54) cars as per City Code. Access to the property is provided from Socorro Road, with heavy truck access provided from Carl Longuemare Road through a proposed bridge.

**PREVIOUS CASE HISTORY:** The following case history is applicable to this rezoning case:

- 1) Public meetings were held with the neighborhood community on September 10, 2022, July 15, 2023, and August 19, 2023, to discuss the proposal and design layout. Based on the feedback received, the applicant provided numerous modifications to the design layout.
- 2) Iterations of the design were presented to the Historic Landmark Commission (HLC) in June and August 2023. The applicant is complying with the HLC approval.

**COMPATIBILITY WITH NEIGHBORHOOD CHARACTER:** The proposed rezoning is consistent with adjacent commercial uses within the area. Property directly adjacent to the north include a heavy truck parking lot zoned C-4/c (Commercial/conditions) and C-4/H/c (Commercial/historical/conditions). Properties directly adjacent to the south include single-family dwellings zoned R-3/sc (Residential/special contract) and R-3/H/sc (Residential/historical/special contract), with and mobile homes located further south zoned RMH/sc (Residential

Mobile Home/special contract), and RMH/H/sc (Residential Mobile Home/historical/special contract). Property directly adjacent to the east include a restaurant zoned P-C/c (Planned Commercial/conditions) and P-C/H/c (Planned Commercial/Historic/conditions) with properties across Socorro Road consisting of single-family dwellings zoned R-3 (Residential) and R-3/H (Residential/historical). Properties to the west across Carl Longuemare Road consist of general warehouse and heavy truck parking uses zoned M-1/sc (Light Manufacturing/special contract). The proposed conditions and design layout assist with the compatibility with the abutting neighborhood. The nearest school, Presa Elementary School is 1.6 miles in proximity to the subject property. The nearest park, Franklin Park, is 0.8 miles in proximity to the subject property.

<b>REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-7, Industrial:</b> This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The proposed development is compatible with the future land use designation of <i>Plan El Paso</i>. The proposed use of general warehouse is situated near a predominantly industrial area, which is appropriate for high-intensity commercial and manufacturing uses.</p>
<p><b>Compatibility with Surroundings:</b> The proposed zoning district is compatible with those surrounding the site:</p> <p><b>C-4 (Commercial) District:</b> The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. Conditions are being recommended to mitigate any negative impacts that may be created by the proposed zoning being adjacent to residential uses. Furthermore, the proposed zoning is compatible with surrounding commercial and light-manufacturing zoning districts. The proposed use of general warehouse will bring service and employment opportunities, and has the potential to establish connectivity for commerce along Loop 375 and the U.S. – Mexico Border.</p>
<p><b>Preferred Development Locations:</b> Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property will have access to Socorro Road and to Carl Longuemare Road. Socorro Road is designated as a minor arterial and Carl Longuemare Road is designated as a local road; both roads classified under the City's Major Thoroughfare Plan. The classification of these roads is appropriate as they connect to other manufacturing and commercial establishments along Loop 375.</p>
<b>THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	<p>Yes. A portion of the subject property fronting Socorro Road has been designated historic. On June 12, 2023, the HLC approved the latest design changes made to the proposed design layout.</p>

<b>REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts. The principal building along with the landscaped areas will stand as buffers to protect neighborhood residents from heavy truck sound and pollution.
<b>Natural Environment:</b> Anticipated effects on the natural environment.	None. The subject properties do not involve green field or environmentally sensitive land or arroyo disturbance.
<b>Stability:</b> Whether the area is stable or in transition.	The general area is in transition. With the improvements to the Zaragoza Port of Entry, the construction of the Amazon distribution center, and the shift of development towards logistics facilities (both in El Paso and the City of Socorro) have resulted in changes to the area.
<b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Due to the aforementioned items (Zaragoza Port of Entry improvements, Amazon distribution center, shift towards logistics), the existing zoning of Ranch and Farm is no longer suitable for the property. The subject property is one of the few remaining lots left as Ranch and Farm.

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** Access is proposed from Socorro Road, a roadway classified as minor arterial on the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Due to the existing conditions on Socorro Road, access for heavy trucks is recommended and proposed to be provided from Carl Longuemare Road. Carl Longuemare is classified as a local road under the City’s MTP and connects to Loop 375, classified as a freeway under the same plan. Sidewalks are nonexistent along Socorro Road on the subject property’s side. Sun Metro’s bus routes 60 and 84 run along Socorro Road to serve the area, with the nearest bus stop located 0.01 miles from the subject property.

**PUBLIC COMMENT:** The subject property lies within the Valle de Las Misiones Neighborhood Association, Corridor 20 Civic Association, and Mission Valley Civic Association. The applicant hosted three (3) public meetings with the neighborhood associations and the public on September 10, 2022, July 15, 2023, and August 19, 2023. As a result of this, multiple design changes to the design layout were done to address the neighbor’s needs. Public notice was sent to property owners within 300 feet of the subject property on September 7, 2023. As of September 20, 2023, the Planning Division has received five (5) calls, two (2) emails, three (3) petition letters with one hundred and ninety-seven (197) signatures, and two (2) letters, all in opposition, citing increased traffic and decrease of property value concerns.

#### **CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

**ATTACHMENTS:**

1. Future Land Use Map
2. Detailed Site Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Public Input



## **ATTACHMENT 1**

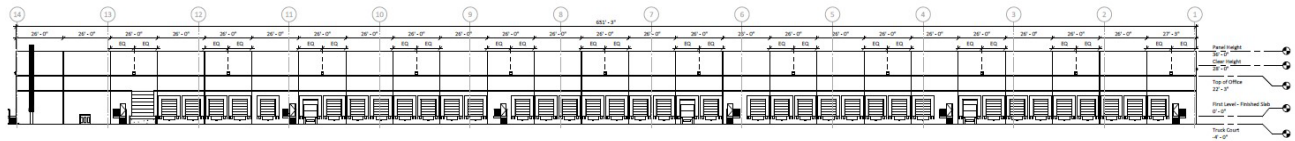




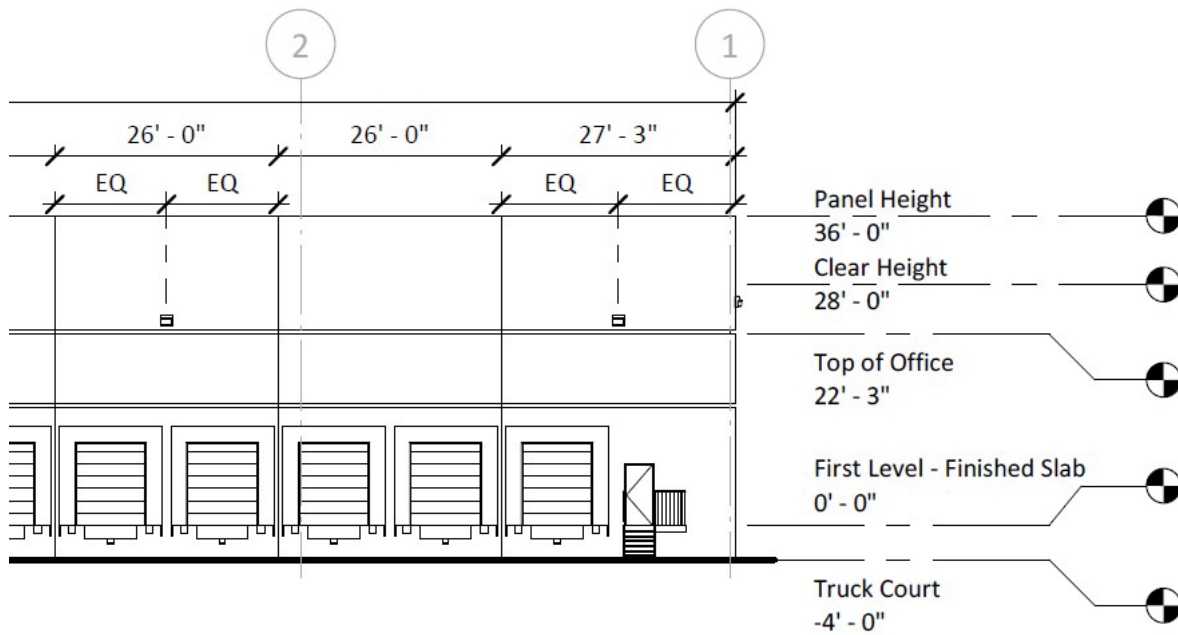
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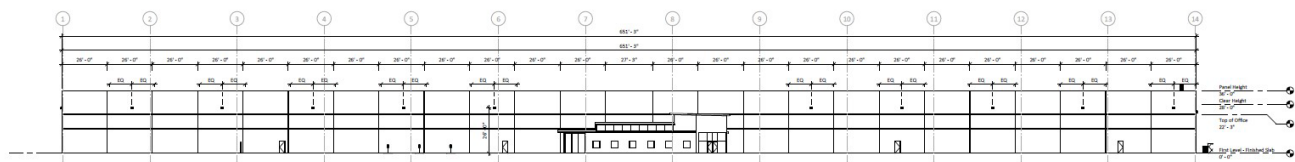
# ATTACHMENT 3



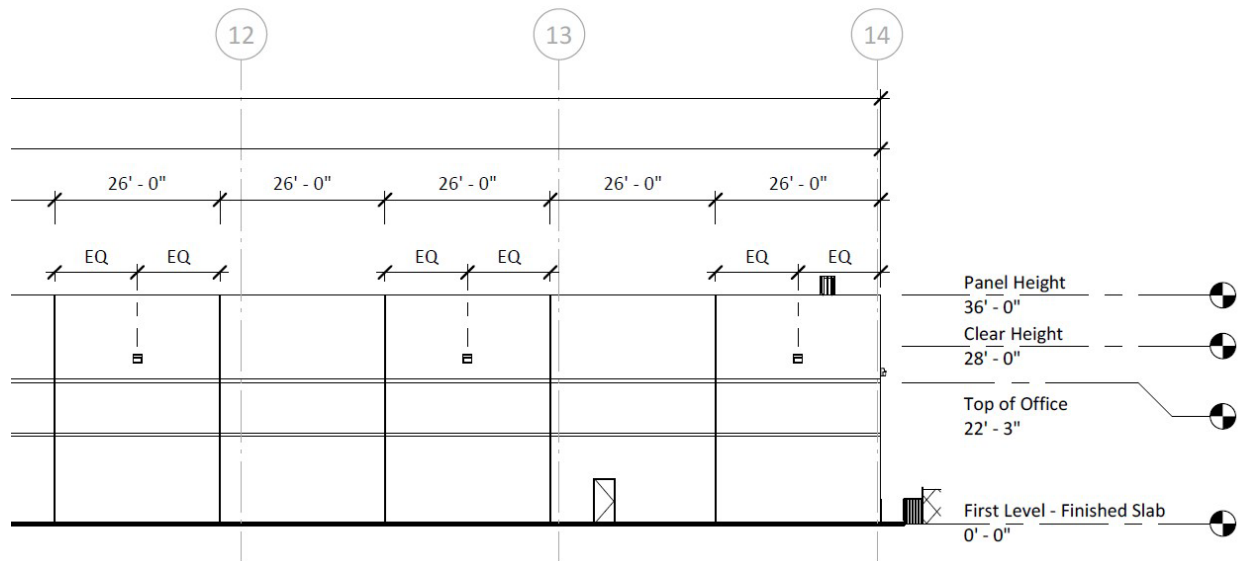
North Elevation



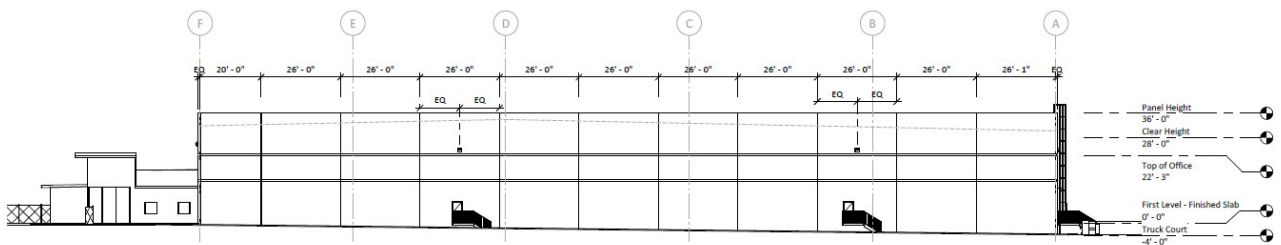
North Elevation (Enlarged)



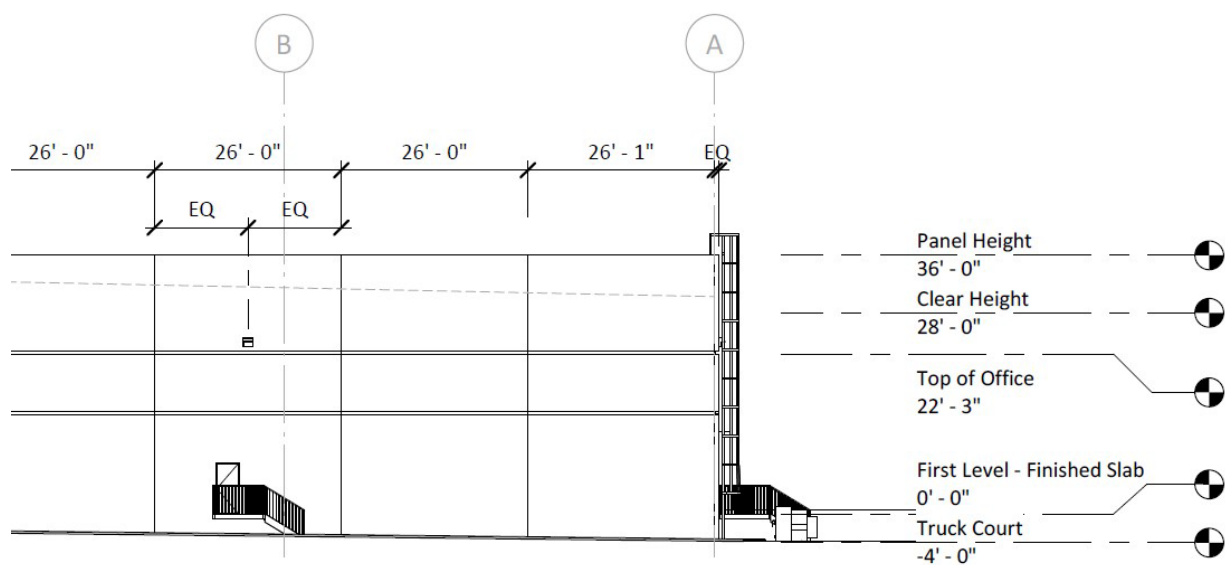
South Elevation



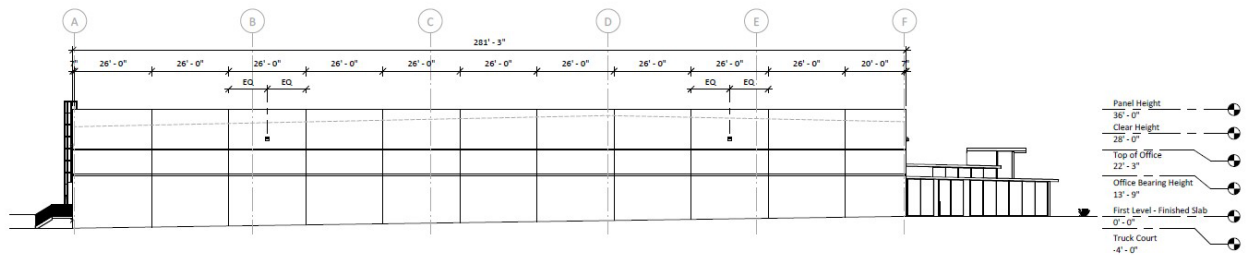
South Elevation (Enlarged)



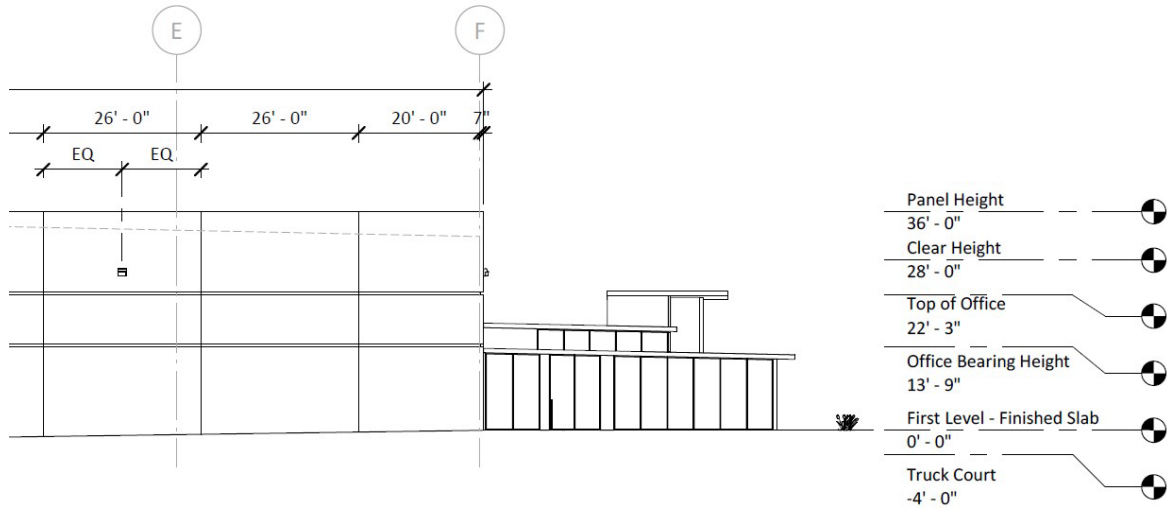
East Elevation



East Elevation (Enlarged)



West Elevation



West Elevation (Enlarged)

# **ATTACHMENT 4**

## **Planning and Inspections Department - Planning Division**

Staff recommends approval of the rezoning request with the following conditions:

1. *That a bridge shall be constructed to provide heavy truck ingress and egress from Carl Longuemare Drive to the subject property, and that no heavy truck trailer(s) shall have access or be parked for loading or unloading closer than one hundred feet (100') to property lines adjacent to residential zone districts or uses.*
2. *That only vehicles with two-axes and under thirty feet (30') in length shall be allowed ingress and egress from Socorro Road with the exception of emergency vehicles. Vehicular ingress and egress from Socorro Road shall only be allowed via a right turn entrance and right turn exit driveway, with such driveway subject to approval by the Texas Department of Transportation.*
3. *That no building(s) shall be constructed closer than fifty feet (50') to property lines adjacent to residential zone districts or uses and that an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses. In addition, a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
4. *That a minimum 500-foot distance be required between any establishments meeting both of the following criteria:*
  - *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
  - *Providing outdoor amplified sound.*
5. *That auto-related, residential, or apartment uses shall not be permitted on the subject property.*
6. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of certificates of occupancy. The detailed site development plan included as part of the rezoning request, shall satisfy this requirement.*

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Revisions required:

1. Provide building elevations
2. Provide accessible route from right of way.
3. Provide area increase calculations.

**Note: Comments addressed.**

## **Planning and Inspections Department – Land Development**

Recommend approval with a condition:

1. Provide a 5-foot concrete sidewalk abutting the property line. Coordinate with TxDOT at the time of building permit.
2. Add a general note to both the preliminary and final plat sheets: "The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1)."
3. Coordinate and obtain approval for the proposed Bridge to connect with Carl Longuemare Rd.
4. Verify if any irrigation easements are required.

*Note: Comment #1 is to be coordinated with TxDOT at time of development.*

## **Fire Department**

Recommend approval with a condition:

1. Formal detailed site plan needs to address Fire related issues such as fire hydrant and/or possible aerial access (lack of elevations). Address this when submitting for building permits.

2. Proposed bridge on existing drain should be able to support first responder rigs and also Fire apparatus access roads shall not exceed 11 percent in grade.

*Note: Comments to be addressed at time of development.*

#### **Police Department**

No comments received.

#### **Environment Services**

Show the location of the trash dumpster receptacle. Make sure the trash dumpster is enclosed. Provide height of enclosure on the site plan.

#### **Streets and Maintenance Department**

Streets and Maintenance traffic engineering has the following comments:

- No TIA required.
- Coordinate with TXDOT via access points and sidewalk on Socorro Rd.
- No objection to rezoning.

#### **Sun Metro**

No comments received.

#### **El Paso Water**

We have reviewed the request described above and provide the following comments:

EPWater does not object to this request.

There is an existing 6-inch diameter water main that extends along the westside of Socorro Rd., approximately 26.57-feet east of and parallel to the western right-of-way line of Socorro Rd. This water main is available for services and main extension.

Previous water pressure reading from fire hydrant # 2304 located at the south intersection of Socorro Rd. and Oscar Alvarez Ct. has yielded a static pressure of 115 psi, a residual pressure 84 psi and a discharge of 822 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

#### **Sanitary Sewer**

There is an existing 8-inch diameter sanitary sewer main that extends along the eastside of Socorro Rd., approximately 20-feet west of and parallel to the eastern right-of-way line of Socorro Rd. This sanitary sewer main is available for services.

There is an existing 18-inch diameter sanitary sewer main located approximately 10-feet north of and parallel to the north property line of the subject property. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

#### **General**

Socorro Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Socorro Rd. right-of-way requires written permission from TxDOT.

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.

**Stormwater:**

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- The proposed ponding areas shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
- Explain how you will handle the existing storm sewer runoff from Socorro Rd. and what will happen to the present irrigation canal in front of the property.

**Texas Department of Transportation**

1. Please use concrete on the driveway. Show details on the site plan.
2. Please submit drainage and grading plans. Ensure no water is draining towards Socorro Road.
3. Will there be sidewalk along Socorro Road? Clarify.

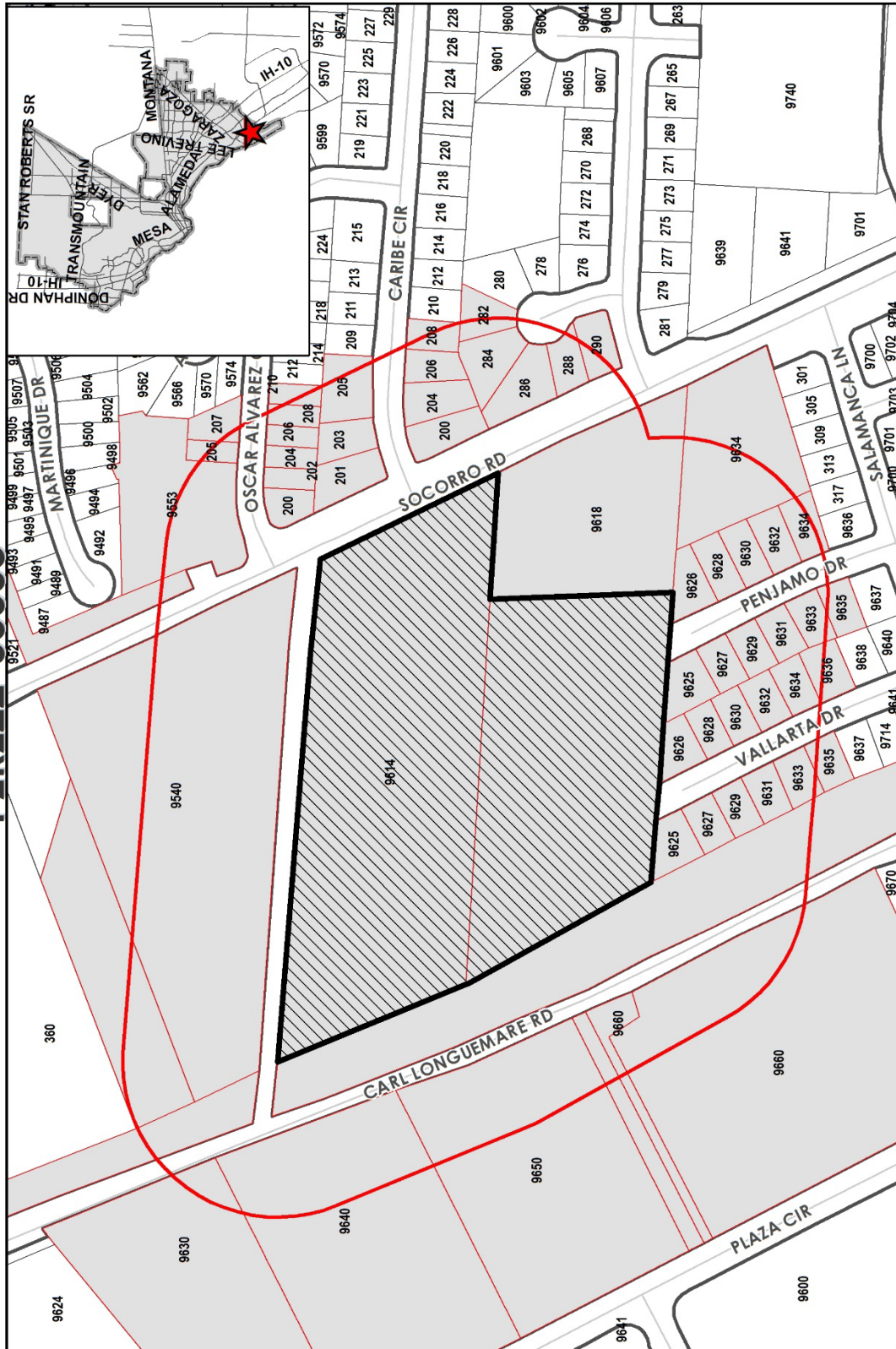
*Note: applicant to coordinate with TxDOT at time of development.*

**El Paso County Water Improvement District #1**

No comments received.

# ATTACHMENT 5

PZRZ22-00003



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.

**Legend:**

- Subject Property
- Property within 300 Feet
- 300 Feet Buffer

**Scale:** 0 95 190 380 570 760 Feet

**North Arrow:** N, E, S, W



# ATTACHMENT 6

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## VALLE DE LAS MISIONES NEIGHBORHOOD ASSOCIATION

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JJVELMA@AOL.COM



915-859-3614

317 SALAMANCA LANE  
EL PASO, TX 79927

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SAUL PIÑA  
CITY OF EL PASO

---

Mr. IBSaul Piña,

This letter serves as an official notice of opposition to the rezoning of 52 Ysleta TR 8 & 52 Ysleta TR 7-b for the express purpose of building a logistics warehouse. We oppose the rezoning for the following reasons:

#1 Socorro Rd is a historical road.

#2 There's already too much trailer traffic generated by two warehouses already exiting onto Socorro Rd. When trailers try to enter or exit onto Socorro Road they stop traffic to let each other in or out of Socorro. This adds to the congestion coming from Socorro, San Elizario, and Fabens. When entering into the properties they swing wide blocking oncoming traffic.

#3 Currently Socorro Road is not built to take on such heavy loads as it is currently collapsing on itself. This is evident on the south-east intersection of Socorro Rd and S Americas Ave.

#4 The noise pollution from the existing warehouses on Pan American is already a nuisance. We can hear the bipping of trucks backing up and horns blaring at all hours of the night. The proximity of the new warehouse to our neighborhood would make the noise pollution worse.

#5 Having a new warehouse that is essentially in our back yard would seriously devalue our home values.

Regards,

Eva Vielma, President

Valle De Las Misiones Neighborhood Association

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**ILIANA HOLGUIN**  
Commissioner Precinct #3

July 24, 2023

City of El Paso  
Planning and Inspections Department  
811 Texas Avenue  
El Paso, TX 79901

RE: Proposed Rezoning of 9614 Socorro Rd., El Paso, TX

To Whom It May Concern:

I am writing to you today regarding the rezoning application filed by Mr. Octavio Saavedra as it relates to two parcels of land located at 9614 Socorro Rd., El Paso, TX. It is my understanding that these two parcels of land are currently zoned as Farm and Ranch for the purpose of farming, but that Mr. Saavedra has filed an application to rezone both parcels as C-4 commercial properties for the primary use of warehousing, which would include the loading and unloading of merchandise from large 18-wheeler commercial vehicles.

I have been contacted by the residents of the Valle de las Misiones Neighborhood Association, which abuts the parcels of land for which rezoning is sought. As you can imagine, the residents of this neighborhood are very concerned regarding the health impacts on their neighborhood that would result from the activities to be conducted on these two parcels if the rezoning request is granted. Specifically, the residents are very worried about an increase in pollution in their neighborhood as a result of the idling of the 18-wheeler commercial vehicles that will be using the facilities that will be built on these parcels, as well as with the increase in noise coming from these commercial vehicles. Additionally, although I understand that the 18-wheelers will be entering and exiting from an entrance on Carl Longuemare as opposed to the primary entrance on Socorro Rd., the employees of these new facilities will be using the main entrance on Socorro Rd. to exit and enter the facilities, further contributing to an increase in traffic on an already very congested roadway.

Because of the health, noise and traffic concerns of the residents of the Valle de las Misiones Neighborhood Association, I am asking that the Planning and inspections Department deny the proposed request for rezoning from Farm and Ranch to C-4 commercial. This proposed change in rezoning would negatively impact the health and well-being of the neighborhood abutting these parcels of land and would needlessly contribute to an increase in air and noise pollution, resulting in a very detrimental impact on the neighboring community. It is my sincere hope that the Planning and Inspections Department will carefully consider the concerns of these residents and deny the proposed rezoning application.

500 E. San Antonio, Suite 301, El Paso, TX 79901  
Phone: 915-546-2144 · Fax: 915-546-3809 · [Commissioner3@epcounty.com](mailto:Commissioner3@epcounty.com)



**ILIANA HOLGUIN**  
Commissioner Precinct #3

Thank you for your time and consideration of this request. Please do not hesitate to contact me if you have any questions regarding these concerns.

Thank you,

Iliana Holguin  
El Paso County Commissioner Pct. #3

cc: Rep. Henry Rivera, El Paso City Representative District #7

500 E. San Antonio, Suite 301, El Paso, TX 79901  
Phone: 915-546-2144 · Fax: 915-546-3809 · [Commissioner3@epcounty.com](mailto:Commissioner3@epcounty.com)

**From:** [Sylvia Carreon](#)  
**To:** [Pina, Saul J.](#)  
**Cc:** [Garcia, Raul](#); [Smith, Kevin W.](#); [Fabiola Campos-Lopez](#); [Maricela Carrillo](#); "[jiviema@aol.com](#)"  
**Subject:** PZRZ22-00003 - 9614 Socorro Rd.  
**Date:** Monday, September 18, 2023 4:00:04 PM  
**Attachments:** [rezone 9416 socorro.pdf](#)

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Good afternoon Mr. Pina, this is Sylvia Carreon, president of the Mission Valley Civic Association and I am advising you that we are NOT in support of this rezoning from R-F to C-4. Our civic association is in support of the adjacent Neighborhood Association which is "Valle de las Misiones" NA which are Not in support of this rezoning. A C-4 should have never been accepted by the planning department adjacent to a residential area! Aug 12, 2023, I hosted a meeting with presidents of other NA and we discussed in full, the negative elements to this proposal. I have signatures of these members who all voted against the rezoning of this plot of land from a R-F to C-4! Please respect our decision!

On another note, neither of the Civic Associations in the Mission Valley were ever properly notified of the attempt to rezone this location. Too many rules being broken! Please see attached for signatures. Thank you!

**From:** [Fabiola Campos-Lopez](#)  
**To:** [Pina, Saul J.](#); [Fabiola Campos-Lopez](#)  
**Cc:** [Garcia, Raul](#); [Smith, Kevin W.](#); [Sylvia Carreon](#); [jivielma@aol.com](mailto:jivielma@aol.com)  
**Subject:** Re: OPPOSITION TO 9614 SOCORRO ROAD REZONING CASE  
**Date:** Tuesday, September 19, 2023 4:41:25 PM

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Mr. Pina:

I am Fabiola Campos-Lopez, President of the CORRIDOR 20 civic association in the Mission Valley, and we are in **OPPOSITION** to the rezoning case for the 9614 Socorro Road property.

CORRIDOR 20 civic association's mission is to support responsible growth in the Mission Valley area and any new development must be sensible and respectful of the established property owners. For CORRIDOR 20 civic association is a priority to protect the verified residential property owners from health, safety, and traffic hazards.

The right of the current property owner of the property in question is to the existing property's zone RANCH/FARM. The rezoning process is the community's right (300 ft away from the property) to consider the impact this new rezoning request will bring to the area. C4 permissible uses are varied and will include industrial light manufacturing. **No C4 zone is suitable to be next and across any residential area.**

It is to no one a surprise that the conditions of Socorro Road are hazardous and precarious and heavily trafficked with no sidewalks and no conditions to sustain the type of traffic from a C4 development next and across from residential areas. Adding more traffic to these existing dangerous conditions will be detrimental to the area and its neighbors. The Socorro Road from the Ysleta Mission to San Elizario town is included in the Ysleta Mission Trail Historical guidelines created in the 1990s to protect this invaluable historical area.

CORRIDOR 20 civic association supports **OPPOSITION** to this C4 development.

Another alarming information to be provided at this time is that CORRIDOR 20 civic association nor Mission Valley civic association were **NEVER** notified prior of this rezoning application submittal as required by 2.102 Section of the Municipal Code in February 2022. The clue words to consider as the application violation of the Municipal Code are **MUST and Prior of the application submittal**. CORRIDOR 20

civic association was officially notified 18 months later when we brought it to the attention of the Planning Department. This rezoning application of 9614 Socorro Road was submitted in February 2022, and the applicant informed us until September 2023. On September 15, 2023, the City Legal Department, Mr. Russell, responded that they would scratch the initial application date submittal and the Planning Department would change it to September 2023 to present the case at the CPC meeting, knowingly the applicant notified us 18 months later. This action is a truly unacceptable violation of the spirit of the 2.102 municipal code. Proof could be provided upon request.

PLEASE FILE WITH THE REZONING CASE REPORT.

Thank you for your attention.



Fabiola Campos-Lopez, **President**  
**CORRIDOR 20 civic association**

On Tuesday, September 19, 2023 at 04:34:51 PM MDT, Fabiola Campos-Lopez  
<corridor20ca@yahoo.com> wrote:

Mr. Piña:

An apology on the wrong address# written on the previous email,  
correct address is 9614 Socorro Road rezoning application.

Thank you

Fabiola Campos-Lopez  
[Sent from Yahoo Mail on Android](#)

On Tue, Sep 19, 2023 at 1:22 PM, Fabiola Campos-Lopez



Mission Valley Civic Association  
925 Richard Dr.  
El Paso, TX 79907

Aug. 12, 2023

The Mission Valley Civic Association and other organizations in the Mission Valley Planning Area, are against the rezoning of 9614 Socorro Rd from a R-F to a C-4 due to destruction of our environment and well being of all home owners within the vicinity! This rezoning should not be allowed to be granted and many of our neighborhood associations within the Mission Valley are in support of the residents within the scope of this project. Our petitions stand opposing this action.

Signatures	Name	Address/Zip	Telephone
<i>[Signature]</i>	Julio Cerna	925 Richard	915-227-2738 MUCD
<i>[Signature]</i>	Jim Zinn	8753 Plains Dr	915 691-9084 Penrose NA
<i>[Signature]</i>	Marie D. Bouché	8617 Kilburn Dr	915 352-3838 Pueblo Viejo NA
<i>[Signature]</i>	Richard J. Jones	200 GREEN HAVEN 79907	915-526-5306 Pueblo Viejo N.A.
<i>[Signature]</i>	Jose F. Torres	200 Green Haven Dr 79907	(915) 526-5309
<i>[Signature]</i>	Mr. Martha S.	9636 Penjamo Dr El Paso TX	915/303-99-94
<i>[Signature]</i>	Jose Velazquez	317 Salamanca Ln El Paso TX	(915) 859-3614
<i>[Signature]</i>	Elsu Juega	9635 Penjamo El Paso TX	915/613
<i>[Signature]</i>	Guadalupe	8001 Bowen Rd El Paso TX	915 (915) 702-8699
<i>[Signature]</i>	Carmen Montoya	Penjamo 9711	(915) 227-8704

Mission Valley Civic Association  
925 Richard Dr.  
El Paso, TX 79907

Aug. 12, 2023

The Mission Valley Civic Association and other organizations in the Mission Valley Planning Area, are against the rezoning of 9614 Socorro Rd from a R-F to a C-4 due to destruction of our environment and well being of all home owners within the vicinity! This rezoning should not be allowed to be granted and many of our neighborhood associations within the Mission Valley are in support of the residents within the scope of this project. Our petitions stand opposing this action.

Signatures	Name	Address/Zip	Telephone
	Alfredo Barrin	461 moreras CT	(915) 940 0484
	Subela Lopez	505 JAMES ST.	915 920 6210
	Jose L. Lopez	505 James St. 79915	915. 203. 6807
	Ivan Lopez	505 James St. 79915	915. 920. 7853
	Daniel Garcia	7901 Craddock Ave 79915	915 479-7353
	Sonia Garcia	7901 1/2 CRADDOCK AVE 79915	915-479-3584
	Lami Garcia	7887 CRADDOCK AVE 79915	915-549-6214
	Lilia Merchaca	7883 Craddock Ave 79915	(915) 892-7008
	Fabu Martinez	7905 CRADDOCK AVE 79915	915 920 4157

**SOCORRO ROAD [REDACTED]**  
**PETITION SIGNATURES**

	NAME	ADDRESS	ZIP CODE
1.	Rafaela Rojas	9704 Penjamo Dr	79927
2.	Alondra Salazar	9711 Penjamo Dr	79927
3.	Alfredo Barrios	961 Motergs Ct	79907
4.	Anna M. Ruchi	9715 Penjamo Dr	79927
5.	Fernando Puchi	9715 Penjamo same	
6.	MARTHA HIGGIN	9717 PENJAMO	79927
7.	Juan Camino	9717 Penjamo	79927
8.	David Torre	9723 Penjamo	79927
9.	Pamela Monayo	9723 Penjamo	79927
10.	Martha Gamez	9731 Penjamo Dr.	79927
11.	Margie Sanchez	9729 Penjamo Dr.	79927
12.	Ricardo M. L.	9716 Penjamo	79927
13.	MARISSA Pineda	9541 MARTINIQUE DR.	79927
14.	Clarissa Pineda	9541 MARTINIQUE DR.	79927
15.	Amelia Nolasco	9539 MARTINIQUE	79927
16.	Miguel Ortiz	9539 martiniquez	79927
17.	ASHLEY ORTIZ	" "	
18.	pablo ORTIZ	" "	
19.	Agoberto Jaquez	9635 Penjamo Dr. FP, TX	79927
20.	Dorango Jaquez	9736. Penjamo, Dr	79927



# Opposition to Rezoning

9614

SOCORRO ROAD OUTCRY

PETITION SIGNATURES

CEL (915) 319-2709

	NAME	ADDRESS	ZIP CODE
1.	<del>Alfredo Ruiz</del>	<del>9707 Penjamo</del>	<del>79927</del>
2.	<del>Liliana Montes</del>	<del>9709 Penjamo</del>	<del>(575) 49-6678</del>
3.	Raquel Oster	9712 Penjamo	(915) 240 3714
4.	<del>Rob</del>	9717 Penjamo	(915) 407 0074
5.	Silvia Tapia	9701 Penjamo	915 346 4220
6.	Cynthia Dominguez	9724 Penjamo Dr	
7.	Gueta Tapia	9701 Penjamo	915-859 1005
8.	Yidia Berkego	9728 Penjamo	859 7854
9.	Maria Cruz	9736 Penjamo	(915) 843 1071
10.	David Montalongo	9737 Penjamo Dr	915-255-8844
11.	Veronica Najera	9718 Penjamo Dr.	(915) 999-6071
12.	Blanca + Dora Lazalde	9630 Penjamo Dr.	(915) 261-4558
13.	Paula Aranda	9625 Penjamo Dr.	(915) 204-5541
14.	Rosa Rojas	9704 Penjamo	(480) 516-3423
15.	Stephanie Garcia	9704 Penjamo	79927
16.	X Rene Lopez	" "	" "
17.	X Gabriela Rojas	" "	" "
18.	Antoine T	" "	" "
19.	Teresa Oropesa	" "	" "
20.	Maria Perez	" "	" "



# OPPOSITION TO Rezoning

9614  
9618

SOCORRO ROAD ~~OUTCRY~~  
PETITION SIGNATURES

	NAME	ADDRESS	ZIP CODE
1.	Rosa García	9704 Penjamo Dr	79927
2.	Armando FERNIZH	9700 Penjamo Dr	79927
3.	Ricardo Monaki	9716 Penjamo Dr	79927
4.	EDUARDO JUAREZ	201 SAUL CT	781-6041
5.	Alicia Chavez	204 SAUL CT	539-4251
6.	Magdalena Burban	205 SAUL CT	79927
7.	Manuela M. Ortega	9710 Bryan Dr.	915-305-6178 79927
8.	José Luis Ricardo Pérez	9702 Ahumada	(915) 317-80-45
9.	FLORENCIO M-GIL VAIVUMEZ	9703 AHUMADA	915-050551
10.	Brisa Frayre	9641 Vallarta Dr	915) 329-4809
11.	Teresa Castro	CARIB 281	820 4148
12.	Rosa A. Moy	279 Caribe	(915) 342-6780
13.	Wan Carlos Torres	(277) Caribe	915 305 8507
14.	Libia Paz	9893 La morenita	915-234-059
15.	Delia N Torres	9889 La Morenita	(915) 329-9323
16.	Maria Ruiz	9890 La Morenita	(915) 226-2171
17.	Paola Salazar	9885 La Morenita	(915) 493-0090
18.	Eurimio Delgado	9153 VALLARTA	915-5394937
19.	Jaime C. Daza	9700 PENJAMO D.	
20.	Abriliana Villalva	9701 Ahumada	77927 (915) 506-6561

9614  
9618

SOCORRO ROAD [REDACTED]

9-14-23

PETITION SIGNATURES

	NAME	ADDRESS	ZIP CODE
1.	Noel Hernandez	212 OSCAR ALVAREZ	915 731-0660 79927
2.	OCTAVIO Rodriguez	9754 NAOMI Dr	915-845-0161 79927
3.	JESUS BARRERA	210 OSCAR ALVAREZ Ct	79927 915-3289143
4.	Homero H62	300 SALAMANCA	915-8587727
5.			
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20.			



8-24-23 OPPOSITION  
9614-9618 Socorro Rd.

NOMBRE	DIRECCION	TEL.
✓ Ramiro & Nilda Lopez	(9737) LA MORENITA CIR	858-58-80
-W MARTIN CHAPARRA	9736 LA MORENITA	240-81-45
✓ MARIA G. y MIGUEL BARRAZA	(9740) LA MORENITA CIR	872-9888
✓ Jack and Rosa Mayman	9752 La Morenita	854-3110
✓ Humberto Herrera	9761 La Morenita	8737121
✓ David E Barraza	9760 La Morenita Cir	510-8877
✓ Rita Pacheco	9764 La morenita cir	328-5548
✓ Javier Ruiz	9813 La Morenita	255-8091
✓ San Ismael Osoria	9768 La Morenita	790-0176
✓ Jesus Delgado	9801 LA MORENITA	860-9804
✓ Ruben Pereyra	9805 La Morenita	872-0446
- Jose Florentino	9845 LA MORENITA	860-9457
1. Emmanuel Soria	9837 La Morenita	491-1635
- Noel Avila	9841 LA MORENITA	858-9478
2. Manuel Chevalier	9870 La Morenita	858-2027
Maria Tejeda	9869 La Morenita	887--8173
7. Oscar Loera	9873 La Morenita cir	858-7594
8. Nicolas & Patricia Sanchez	9877 La morenita cir	219-3100
9. - Echa N Torres	9889 LA MORENITA	858-1550
0. Jon A Castedena	9897- LA MORENIT	872-1961
1. - Raul Paz	9893 La morenita	858-7664
2. - Juan Ruiz	9890 La Morenita	240-7995
3. - Antonio Vidal	9861 LA MORENITA CIR	858-19-04
14. ✓ Roberto Marceda	9753 La morenita cir	(915) 630/3610
25. ✓ Omar Torres Barrera	9749 La Morenita cir	(915) 694-0702
26. ✓ Saman Lison	9716 LA MORENITA	872-8866

# OPPOSITION REZONING SOCONO RD 9614/9618

## PROJECT ACTION NOTES

Norma A Felix  
 Gerardo y Leticia Melgosa  
 Juan y Manuela Rivera  
 NOEMIA Rodolfo Arana  
 Hector Gutierrez  
 Catalina Diaz  
 Alfredo Gutierrez Jr.  
 Gustavo Gtz  
 Martha Osorio  
 Maria D Ramirez  
 Rocio Medina  
 Rafael Medina  
 Denise Ramirez  
 Yolanda Hernandez  
 Silvia Tapia  
 Leticia Acosta  
 Leticia Acosta  
 Magdalena Martinez  
 Leticiana Delarosa  
 Patricia Garcia  
 Maria Luisa Baca  
 Beltrán Beltrán  
 Jemason Miguel  
 Gustavo Prado  
 Alfonso Acosta  
 Ruth Acosta  
 Clara V. Fernandez  
 Fernando Fernandez

## PROJECT PLANNING NOTES

NORMA A Felix 9700 VALLARTA 858-0078  
 Gerardo y Leticia Melgosa 9702 VALLARTA 872-1246  
 Juan y Manuela Rivera 9709 VALLARTA 859-3205  
 NOEMIA Rodolfo Arana 9711 VALLARTA 858-9001  
 Hector Gutierrez 9710 VALLARTA 872-0877  
 CATALINA DIAZ 9737 Penjamo  
 Alfredo Gutierrez Jr. 9708 VALLARTA 256-8927  
 Gustavo Gtz 9634 penjamo 872-1691  
 MARTHA OSORIO-313 SALAMANCA LN. 858-5533  
 Maria D Ramirez 309 Salamanca Ln 253-1531  
 Rocio Medina 309 Salamanca Ln. 443-4555  
 Rafael Medina 309 Salamanca Ln. 841-6606  
 Denise Ramirez 309 Salamanca 253-3315  
 Yolanda Hernandez 9701 Penjamo 859-1005  
 SILVIA TAPIA 9701 Penjamo 859-1005  
 LULIETA ACOSTA 9700 AHUMADA 859-6739  
 Leticia Acosta 9702 AHUMADA 858-4127 ✓  
 Magdalena Martinez 9704 AHUMADA 858-8723  
 FELICIANA DELAROSA 9711 AHUMADA 858-0496  
 PATRICIA GARCIA 9712 AHUMADA 860-0617  
 Maria Luisa Baca 9714 AHUMADA 858-5746  
 Beltrán Beltrán 9716 AHUMADA 860-1232 ✓  
 Jemason Miguel 9713 AHUMADA 307-5427  
 Gustavo Prado 9713 AHUMADA 860-4792  
 Alfonso Acosta 9705 AHUMADA pr 307-2651  
 Ruth Acosta 9705 AHUMADA pr 307-2651  
 Clara V. Fernandez 9626 VALLARTA 859-7234  
 Fernando Fernandez 9626 VALLARTA 859-7234

9614

9618 SOCORRO ROAD

## PETITION SIGNATURES

9-12-23

Opposition to Rezoning

NAME	ADDRESS	ZIP CODE
1. <u>Donna Alvarez</u>	<u>317 Salamanca Ln</u>	<u>79927 859-3614</u>
2. <u>Blanca Mendoza</u>	<u>9700 Vallarta</u>	<u>915-781-9122</u>
3. <u>Lino Flores Jr.</u>	<u>-220 OSCAR ALVAREZ CT.</u>	<u>915-359-2499</u>
4. <u>Manuel C. Maza</u>	<u>224 OSCAR ALVAREZ CT</u>	<u>915-383-0627</u>
5. <u>Jaime Rodriguez</u>	<u>222 OSCAR ALVAREZ CT</u>	<u>915-401-1599</u>
6. <u>Jesús Alfredo Corral</u>	<u>218 Oscar Alvarez</u>	<u>(915) 922-9003</u>
7. <u>Rafael Salas</u>	<u>9703 Vallarta dr</u>	<u>(915) 443-7005</u>
8. <u>Olga Touar</u>	<u>200 Oscar Alvarez</u>	<u>(915) 741-0343</u>
9. <u>Amelito Maza</u>	<u>9526 Antilles</u>	<u>915-990-7301</u>
10. <u>Jonathan Ubamba Teresa Ubamba</u>	<u>(315) 566-5277</u>	<u>9574 Antilles, PL</u>
11. <u>Cesar Contreras</u>	<u>(915) 808-6174</u>	<u>208 Oscar Alvarez</u>
12. <u>Adriana Arto</u>	<u>915-305-3380-206 Oscar Alvarez Ct</u>	
13. <u>Homer &amp; Leticia Chavez</u>	<u>(915) 860-9954</u>	<u>200 Oscar Alvarez</u>
14. <u>MARTHA OSORIA</u>	<u>- 313 SALAMANCA LN.</u>	<u>(915) 858-5533</u>
15. <u>John A. Contreras</u>	<u>9571 Giza</u>	<u>79927</u>
16. <u>Mariana Maldonado</u>	<u>9105 Penumbra Dr</u>	<u>915-858-0831</u>
17. <u>Heider Salcido</u>	<u>9628 Vallarta</u>	<u>915 858 2546</u>
18. <u>Donna Alvarez</u>	<u>9630 Vallarta</u>	<u>915-226-4922</u>
19. <u>Blanca Mendoza</u>	<u>VALLARTA</u>	<u>781-9722</u>
20. <u>ANAI VAZQUEZ</u>	<u>204 OSCAR ALVAREZ CT.</u>	<u>915-731-4248</u>
21. <u>Alberto Farela</u>	<u>224 OSCAR ALVAREZ CT</u>	<u>915-224-5457</u> <u>227 5457</u>



- (790-0930)
- 2- ✓ Antonio y María Dela Paz Mendoza 9704 La Morenita (860-9700)
- 8- ✓ Luis & Susana Gbina 9700 La Morenita Cir. (860-9700)
- 9- ✓ Juan y Norma Avila 9701 La Morenita Cir (860-1036)
- 10- Manuel Chavez y Marcel Villa/pocho. (859 8803) 9705 La Morenita (346-6922)
- 11- ✓ Jose Muñoz 9708 La Morenita Cir (859 2587)
- 12- Mauricio Guerrero 9712 La Morenita Cir (858-4326)
- 13- Veronica Castro 9878 La Morenita Cir (858 0192)
- 14- Maura Jessica Mtz 9885 La Morenita Cir (859-8425)
- 15- SONIA NEVAREZ 9904 LA MORENITA CIR (872-9176)
- 16- ✓ Maria Alfaro 9732 La Morenita Cir Miras A Fierro (346-5090)
- 17- ✓ Jocelyn Solis 9765 La Morenita Cir. (355-9075)
- 3- Emperatriz E Ollubetoy 9825 La Morenita 859-8034
- 1- ✓ Ingrid Ramirez 9757 Vallarta (307-5015)
- 6- Laura Castro 9757 A HUMEDA (859 4784)
- 1- Concepcion Ramirez 9755 Vallarta Dr 383-4743
- 2- Trinidad de La Torre 9747 Vallarta Dr. 859-0917
- 3- José Ruben Oria 526-4762
- 4- ✓ Jose Bautista 9854 LA MORENITA Cir (915) 860-8482
- 15- Roberto Herrera Glez la Morenita 9729 (859.5746)
- 16- Emigdio Ugarte 9757 La Morenita 858-1910
- 17- ✓ Juan Valdez (Javier Barrera) 9828 Laya # 859 8975
- 18- ✓ Juan Velasco 317 Salomonson L.A. # 859-3014
- 49- E/SA LAQUEZ 9735 Penjamo DR. # 858-2115
- 50-
- 51-
- 52-
- 53-

8-23-23

Opposition to Rezoning  
9614-9618 Socorro Rd.

## EL TEPEYAC

733	Juana Villalobos	(915) 860-1510	EL TEPEYAC
717	Joseph Hernandez	(915) 858-3427	EL TEPEYAC
708	Shadis.	(915) 449-0562	EL TEPEYAC
7109	Olga Lopez	(915) 889-4768	EL TEPEYAC
7705	Manuel Chireles	(915) 858-9424	EL TEPEYAC
7700	Patricia Cardenas	860-0294	
7716	Ana Ramirez	(915) 860-8243	
7741	Mario Durbea	(915) 858-2308	
7740	Rosa E Mendoza	(915) 540-1584	



Opposition to rezoning  
9614-9618 Socorro Rd.

8-23-23

- Gilbert*
- 1<sup>o</sup> Guila Valenzuela 9839 Socorro Rd. 274-3413 (715)
  - 2<sup>o</sup> Martin Olivas 9724 El Tepeyac Ave 222-3154
  - 3<sup>o</sup> Naemil Galvez 9721 El Tepeyac Ave. 241-8292
  - 4<sup>o</sup> Blanca Cortes 9720 El Tepeyac Ave 238-3410
  - 5<sup>o</sup> Ricardo Garcia 9821 La Morenita 915-2085181
  - 6<sup>o</sup> Yvonne Quinones 9858 La Morenita 859-3091
  - 7<sup>o</sup> Annmar Nevarez 9862 la morenita 858-0826

1st page 49  
2nd 9  
3rd 7  
4th 25



Legislation Text

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**File #: 23-1387, Version: 2**

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 2**

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1612

**AGENDA LANGUAGE:**

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

An Ordinance granting Special Permit No. PZST23-00002, to allow for infill development with reductions to lot depth, area, and setbacks standards on the property described as Lots 31 & 32, Block 130, East El Paso Addition, 1408 & 1410 N. Grama 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 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: 1408 & 1410 N. Grama Street

Applicant: Juan Martinez & Olga G. Martinez, PZST23-00002

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Saul J. G. Pina, (915) 212-1612

**DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An Ordinance granting Special Permit No. PZST23-00002, to allow for infill development with reductions to lot depth, area, and setbacks standards on the property described as Lots 31 & 32, Block 130, East El Paso Addition, 1408 & 1410 N. Grama 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 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: 1408 & 1410 N. Grama Street  
Applicant: Juan Martinez & Olga G. Martinez, PZST23-00002

**BACKGROUND / DISCUSSION:**

The applicant is requesting a special permit for infill development with reductions to lot depth, lot area, and setbacks standards for two (2) proposed parcels to include one duplex each, for a total of four (4) units on the subject property. City Plan Commission recommended 7-0 to approve the proposed special permit on July 27, 2023. As of October 10, 2023, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

---

*Philip Etiwe*

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST23-00002, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO LOT DEPTH, AREA, AND SETBACKS STANDARDS ON THE PROPERTY DESCRIBED AS LOTS 31 & 32, BLOCK 130, EAST EL PASO ADDITION, 1408 & 1410 N. GRAMA 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 BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, Juan and Olga G. Martinez, have applied for a Special Permit under Section 20.10.280 of the El Paso City Code to allow for infill development with reductions to lot depth, area, and setbacks standards; and,

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

**WHEREAS**, the City Plan Commission has recommended approval of the subject Special Permit; and

**WHEREAS**, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

**WHEREAS**, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in an R-5 (Residential) District: Lots 31 & 32, Block 130, East El Paso Addition, 1408 & 1410 N. Grama Street, City of El Paso, El Paso County, Texas.
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for infill development with reductions to lot depth, area, and setbacks standards on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the R-5 (Residential) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "A"** and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST23-00002, shall be subject to termination;

**ORDINANCE NO. \_\_\_\_\_**

**PZST23-00002**

construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Oscar Leaser  
Mayor

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell Abeln  
Senior Assistant Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning & Inspections Department

## AGREEMENT

**Juan and Olga G. Martinez**, the Applicants referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to the same Ordinance, and in accordance with the standards identified in the **R-5 (Residential) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 10<sup>th</sup> day of October, 2023.

Juan and Olga G. Martinez

Juan Martinez  
(Signature)

Olga Martinez  
(Signature)

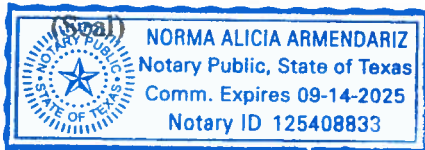
Owners  
(Name/Title)

## ACKNOWLEDGMENT

THE STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument is acknowledged before me on this 10<sup>th</sup> day of October, 2023,  
by Norma Armendariz for Juan and Olga G. Martinez as Applicant.



Norma A Armendariz  
Notary Public, State of Texas  
Signature

Norma A Armendariz  
Printed or Typed Name

My Commission Expires:

9/14/2025

(Exhibit "A" on the following page)

ORDINANCE NO. \_\_\_\_\_

HQ 23-1357 [Tran # \_\_\_\_\_] P&I  
General Special Use Permit

PZST23-00002



# 1408 & 1410 N. Grama Street

City Plan Commission — July 27, 2023



<b>CASE NUMBER:</b>	<b>PZST23-00002 REVISED</b>
<b>CASE MANAGER:</b>	Saul J. G. Pina, (915) 212-1612, <a href="mailto:PinaSJ@elpasotexas.gov">PinaSJ@elpasotexas.gov</a>
<b>PROPERTY OWNER:</b>	Juan & Olga G. Martinez
<b>REPRESENTATIVE:</b>	Enrique Ayala
<b>LOCATION:</b>	1408 & 1410 N. Grama St. (District 2)
<b>PROPERTY AREA:</b>	0.16 acres
<b>REQUEST:</b>	Special Permit and Detailed Site Development Plan approval for infill development with reductions to lot depth, area, and setbacks standards for two (2) duplexes in the R-5 (Residential) zone district
<b>RELATED APPLICATIONS:</b>	None
<b>PUBLIC INPUT:</b>	None received as of July 20, 2023

**SUMMARY OF REQUEST:** The applicant is requesting a special permit and detailed site development plan approval for infill development with reductions to lot depth, lot area, and setback standards for two (2) duplexes in the R-5 (Residential) zone district.

**SUMMARY OF STAFF RECOMMENDATION:** Staff recommends **APPROVAL** of the special permit and detailed site development plan requests for infill development with requested reductions. The proposed development meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit, Section 20.04.150 – Detailed Site Development Plan, and Section 20.10.280 – Infill Development. Furthermore, the proposed development is in accordance with both the G-2 Traditional Neighborhood Future Land Use Designation and *Plan El Paso*, the City's adopted Comprehensive Plan.



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery. The subject property will be split into two parcels: Parcel 1 and parcel 2.



**DESCRIPTION OF REQUEST:** The applicant is requesting review and approval of a special permit and detailed site development plan for infill development with reductions to lot depth, lot area, and setback standards for two (2) duplexes in the R-5 (Residential) zone district. The subject property is proposed to be split into two (2) lots, with an existing 3,611 square-foot duplex on one lot and a proposed 3,389 square-foot duplex on the other lot. The detailed site development plan shows the existing duplex with a maximum height of 14 feet and the proposed duplex with a maximum height of 12 feet, respectively. Each of the duplexes will require four (4) parking spaces to meet parking requirements. An automatic 50% parking reduction will be applied to account for the remaining parking spaces due to the proposed development having only two (2) vehicular spaces next to each of the duplexes. The detailed site development plan demonstrates compliance with all applicable standards for detailed site development plan and infill development per the El Paso City Code. Pedestrian and vehicular access to the subject property is provided from both Grama Street and Bisbee Avenue. The following table summarizes the requested reductions:

Density/Dimensional Standard R-5 (Residential) Zone District – Two-family Dwelling (Duplex)	Minimum Required	Proposed Reductions for Parcel 1	Proposed Reductions for Parcel 2
Lot area	6,000 sq. ft.	<b>3,610 sq. ft.</b>	<b>3,389 sq. ft.</b>
Lot depth	90 ft.	<b>50 ft.</b>	<b>50 ft.</b>
Front yard setback	10 ft.	<b>2.5 ft.</b>	<b>5 ft.</b>
Rear yard setback	10 ft.	<b>0 ft.</b>	<b>5 ft.</b>
Cumulative Front and Rear setback	45 ft.	<b>2.5 ft.</b>	<b>10 ft.</b>
Side yard setback (Left)	15 ft.	<b>5 ft.</b>	No change
Side yard setback (Right)	15 ft.	<b>4.9 ft.</b>	N/A
Side street yard setback	10 ft.	N/A	<b>5 ft.</b>

**Note: Bold indicates requested reductions**

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Criteria	Does the Request Comply?
<b>Location Criteria:</b> An infill development may be located on any parcel of land, which meets at least one of the location criteria.	Yes. The subject property is part of the East El Paso Addition Subdivision, which has been platted for more than 25 years.
<b>Mandatory Design Requirement 1.1:</b> Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F.5 of the El Paso City Code.	Yes. An exception has been granted per El Paso City Code 20.10.280(C)(1.i.1.d) to allow parking to be located on the side of the property.
<b>Mandatory Design Requirement 1.2:</b> Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The existing and proposed developments show both duplexes oriented towards Grama Street, with pedestrian access provided along that same street.
<b>Mandatory Design Requirement 1.3:</b> For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The existing and proposed development has an average setback of 6.15 feet which does not deviate from this requirement.
<b>Selective Design Requirement 2.5:</b> The total width of the primary structure is greater than 80% of the total lot width along the main street. For the purposes of this calculation any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development complies with said requirement.

<b>COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)</b>	
<b>Selective Design Requirement 2.6:</b> The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of <i>Plan El Paso</i>	Yes. The existing and proposed development demonstrate pueblo and craftsman architectural styles, which have design features that are in character with the surrounding residential dwellings.
<b>Selective Design Requirement 2.8:</b> The project includes low impact storm water management, including but not limited to depressed landscaped areas, bioswales, vegetated roofs, pervious pavements, capture and reuse systems.	Yes. The proposed development will have landscaping to retain stormwater runoff.

<b>COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all other applicable standards per the El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-2, Traditional Neighborhood Land Use designation. The proposed development will integrate with existing development.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Grama Street, a local street, as classified on the City of El Paso's Major Thoroughfare Plan (MTP), and is appropriate to support the existing and proposed duplexes.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development will provide landscaping for low impact design. Vehicular parking will be located in-between the two duplexes, providing screening from view.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing and proposed duplexes are similar in character to the surrounding dwellings.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development and is not socioeconomically or physically detrimental to neighboring properties.

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<b>Criteria</b>	<b>Does the Request Comply?</b>

<b>COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS &amp; POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:</b>	
<p><b>Future Land Use Map:</b> Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><b>G-2, Traditional Neighborhood:</b> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the Smart Code as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes, the existing and proposed development meet the intent of the G-2, Traditional Neighborhood Future Land Use designation. The existing and proposed duplexes will integrate with nearby dwellings.</p>
<p><b>Compatibility with Surroundings:</b> The proposed use is compatible with those surrounding the site:</p> <p><b>R-5 (Residential) District:</b> The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The subject property is located in an R-5 (Residential) zone district and is situated in an area comprising of low-density housing types. The existing and proposed duplexes will be similar in character to other neighboring properties and support two-family housing types.</p>
<b>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</b>	
<p><b>Historic District or Special Designations &amp; Study Area Plans:</b> Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	<p>The existing and proposed development is not located within a historic district or special designation area.</p>
<p><b>Potential Adverse Effects:</b> Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The existing and proposed development is not anticipated to pose any adverse effects on the community.</p>
<p><b>Natural Environment:</b> Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p><b>Stability:</b> Whether the area is stable or in transition.</p>	<p>The area is stable, with no rezoning in the area within the last 10 years.</p>
<p><b>Socioeconomic &amp; Physical Conditions:</b> Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Existing zoning will not be changed. Due to the property being located in one of the oldest areas of the City, the existing lot dimensions and parking requirements do not comply with requirements of the R-5 (Residential) zoning district, requiring reductions in lot size, setbacks, and parking.</p>

**ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE:** The subject property fronts Grama Street, a street designated as local per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for low density housing types in the area. Pedestrian access is provided through an existing five-foot (5') sidewalk while

vehicular access is proposed through the side of both properties. Additionally, bus route 35 runs along Copia Street and the closest route is 0.1 miles in proximity to the subject property.

**SUMMARY OF DEPARTMENTAL REVIEW COMMENTS:** No adverse comments from reviewing departments.

**PUBLIC COMMENT:** The subject property lies within El Paso Central Business Association, Sunrise Civic Group, and Five Points Development Association, all of which were notified of the special permit application. Notices were sent to property owners within 300 feet of the subject property on July 13, 2023. As of July 20, 2023, the Planning Division has not received any communication in support or opposition to the special permit request.

**CITY PLAN COMMISSION OPTIONS:**

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

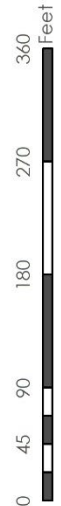
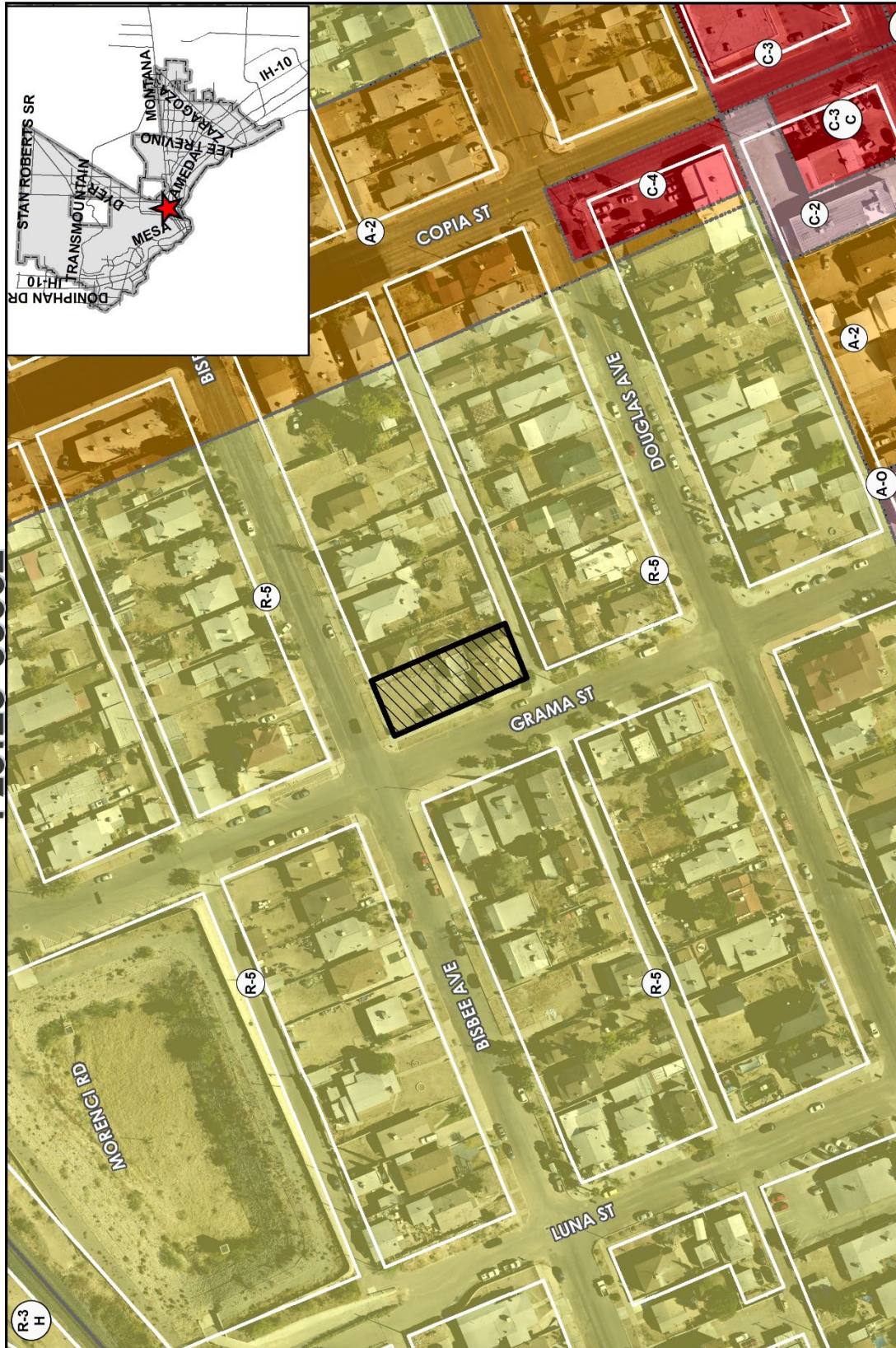
**ATTACHMENTS:**

1. Zoning Map
2. Detailed Site Plan
3. Detailed Site Plan (Enlarged)
4. Elevations
5. Department Comments
6. Neighborhood Notification Boundary Map



# ATTACHMENT 1

PZST23-00002



**Subject Property**



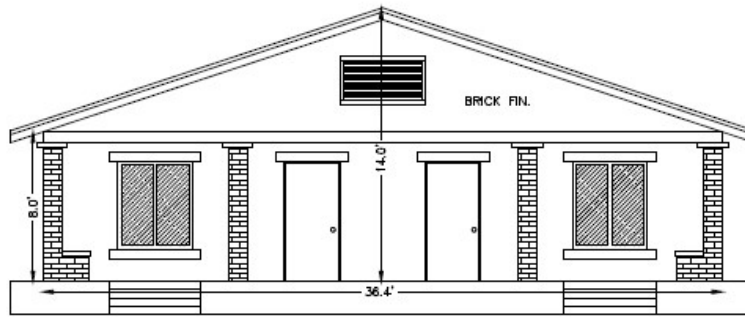
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.





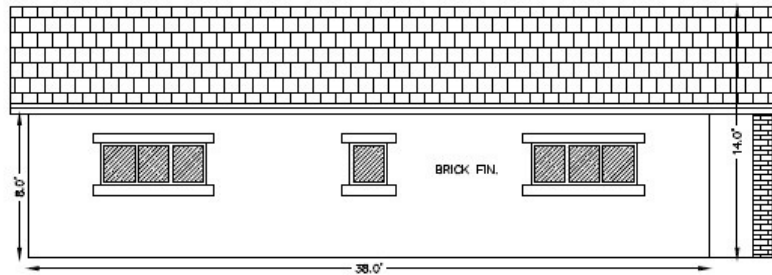
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# ATTACHMENT 4



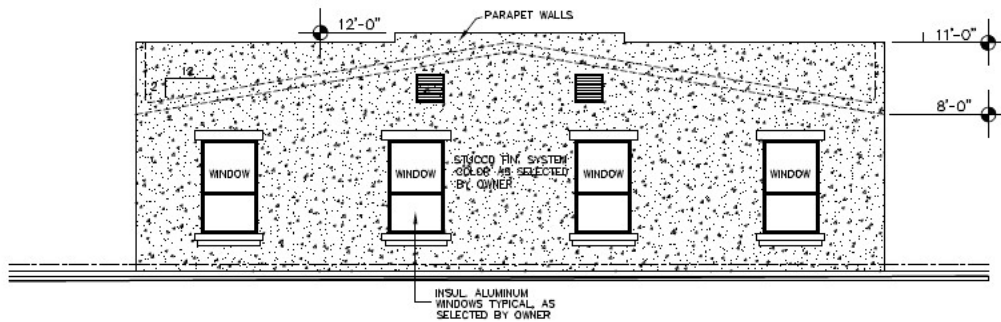
**FRONT ELEVATION (BUILDING 1)**

NOT TO SCALE



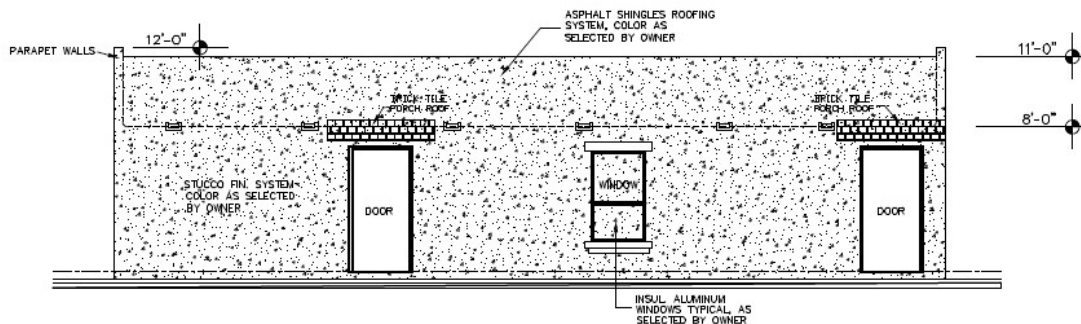
**RIGHT SIDE ELEVATION (BUILDING 1 - LEFT SIDE SIMILAR)**

NOT TO SCALE



**REAR ELEVATION (BUILDING 2)**

NOT TO SCALE



**WEST ELEVATION (BUILDING 2 - EAST SIDE SIMILAR)**

NOT TO SCALE



# **ATTACHMENT 5**

## **Planning and Inspections Department – Planning Division**

Staff recommends approval of the special permit for an infill development and detailed site development plan per Section 20.04.320 – Special Permit, Section 20.04.150 – Detailed Site Development Plan, and Section 20.10.28 – Infill Development.

## **Planning and Inspections Department – Plan Review & Landscaping Division**

Recommend approval: No objections to the proposed special permit. At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

## **Planning and Inspections Department – Land Development**

Recommend approval: Driveway width in residential area shall be 12' minimum to 24' maximum.

## **Fire Department**

Recommend approval: Possible issues with driveways. Two of them are too close to the corner. Check with Streets Department.

*Comment addressed. Driveway closest to Bisbee Avenue reconfigured. Reconfiguration to be reviewed during the building permit stage.*

## **Police Department**

No comments provided.

## **Environment Services**

No comments provided.

## **Streets and Maintenance Department**

No objections to the special permit request.

## **Sun Metro**

No issues or exceptions with special permit application.

## **El Paso Water Utilities**

EPWater does not object to this request.

## **Water:**

There is an existing 6-inch diameter water main extending along the alley north of Douglas Ave. located approximately 4-feet south of the property. This water main is available for service.

There is an existing 48-inch diameter water main extending along the south side of Bisbee Ave. located approximately 35 feet north of the south right-of-way line. No direct service connections are allowed to these mains as per the El Paso Water – Public Service Board Rules and Regulations.

Previous water pressure readings from fire hydrant # 2784 located along Grama St. approximately 150-feet north of Bisbee Ave., have yielded a static pressure of 70 pounds per square inch, a residual pressure of 50 pounds per square inch, and a discharge flow of 475 gallons per minute.

EPWater records indicate two existing ¾-inch water meters serving the subject property. The addresses for these services are 1408 Grama St. and 1410 Grama St.

**Sanitary Sewer:**

There is an existing 6-inch diameter sanitary sewer main extending along the alley north of Douglas Ave. located approximately 10 feet south of the north right-of-way line. This sanitary sewer main is available for service.

There is an existing 8-inch sanitary sewer main that extends along Grama St., located approximately 14-feet west of the property. This main is available for service.

**General:**

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.

**Stormwater:**

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

**Texas Department of Transportation**

No comments provided.

**911 District**

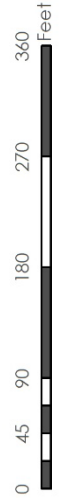
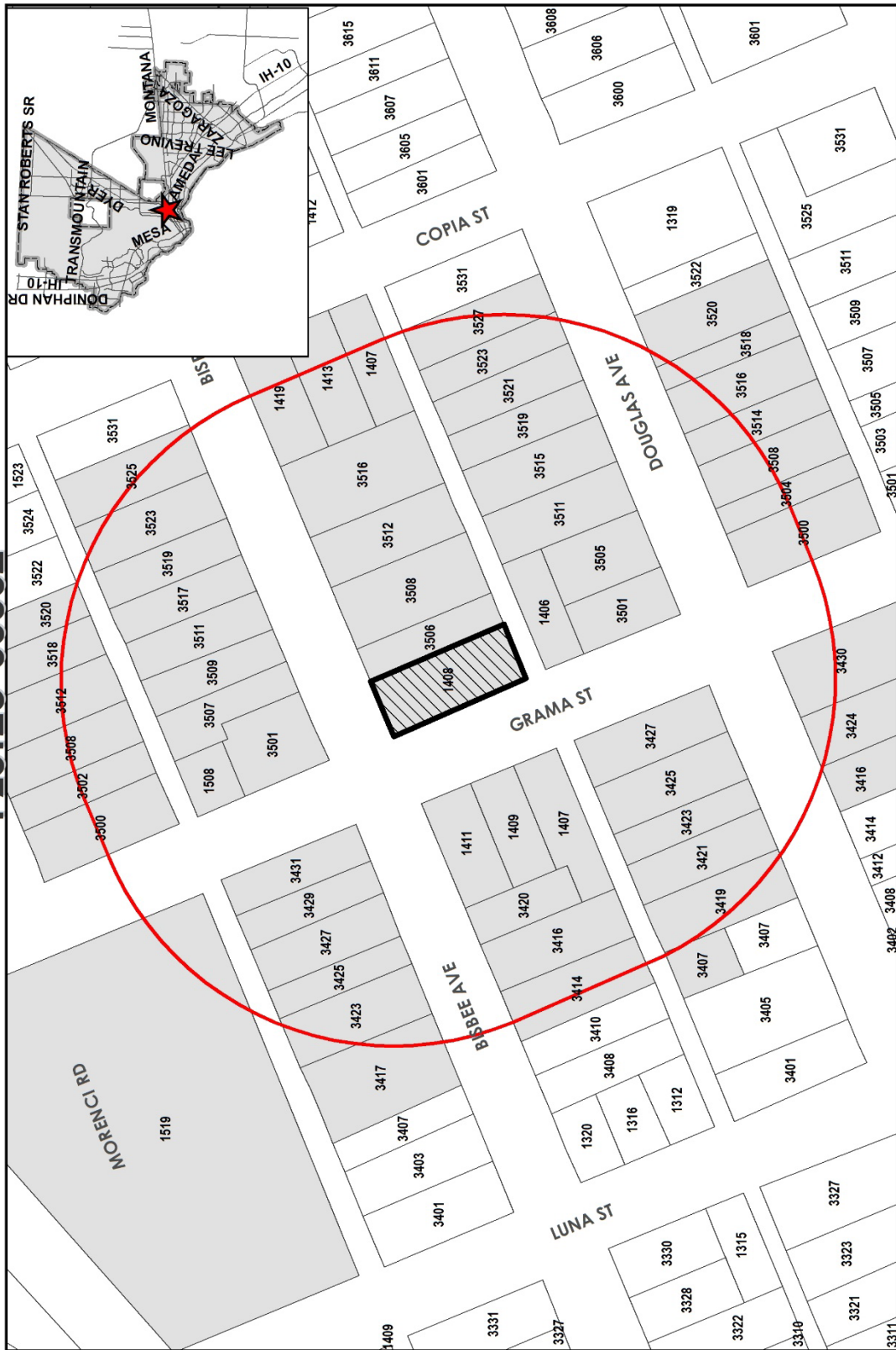
No comments or concerns regarding the zoning.

**El Paso County Water Improvement District #1**

No comments provided.

# ATTACHMENT 6

PZST23-00002



**Subject Property**  
**300 Feet Buffer**



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to confirm the accuracy of the information shown on 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.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1392, **Version:** 2

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### **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, 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 0.026 acre portion of Virginia Street right-of-way, located within Alexander Addition, City of El Paso, El Paso County, Texas.

Subject Property: Virginia Street

Applicant: Larry R. Wollschlager, SURW22-00014

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 7, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Alex Alejandre, (915) 212-1642

**DISTRICT(S) AFFECTED:** District 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 vacating a 0.026 acre portion of Virginia Street right-of-way, located within Alexander Addition, City of El Paso, El Paso County, Texas

Subject Property: Virginia Street  
Applicant: Larry R. Wollschlager, SURW22-00014

**BACKGROUND / DISCUSSION:**

The applicant is requesting to vacate a portion of Virginia Street right-of-way (ROW). The area requested to be vacated is 0.026 acres in size, to allow an existing encroachment into the public right of way. The proposed vacation of the right-of-way (ROW) will not impact the passage of traffic through Virginia Street. The City Plan Commission recommended 7-0 to approve the proposed right-of-way (ROW) vacation on April 20, 2023. As of October 9, 2023, the Planning Division has received one letter with five (5) signatures in opposition to the vacation request. The applicant has provided funds in the amount of \$8,500.00, the amount of the appraised market value of the right-of-way (R.O.W.) being vacated. See attached staff report for additional information.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A 0.026 ACRE PORTION OF VIRGINIA STREET RIGHT-OF-WAY, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

**WHEREAS**, the abutting property owner has requested vacation of a 0.026 PORTION OF VIRGINIA STREET RIGHT-OF-WAY located within Alexander Addition, City of El Paso, El Paso County, Texas; and

**WHEREAS**, after public hearing the City Plan Commission has recommended a vacation of a 0.026 acre portion of VIRGINIA STREET RIGHT-OF-WAY located within Alexander Addition, City of El Paso, El Paso County, Texas, and the City Council finds that said 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, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, 0.026 acre portion of Virginia Street right-of-way located within Alexander Addition, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as Exhibit "A" and made a part hereof by reference, be and is hereby vacated, closed and abandoned, subject to the existing fence along Virginia St. being relocated to within the private property.

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 right of way Larry R. Wollschlager.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

*Russell Abeln*  
Russell Abeln  
Assistant City Attorney

*Philip F. Etiwe*  
Philip F. Etiwe, Director  
Planning & Inspections Department

**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 Larry R. Wollschlager (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 PORTION OF VIRGINIA STREET RIGHT-OF-WAY OUT OF ALEXANDER ADDITION, 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 \_\_\_\_\_, 2023.**

**CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
Cary Westin,  
Interim City Manager

\_\_\_\_\_  
Laura D. Prine, City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
Russell T. Abeln  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Efiwe*  
Philip F. Efiwe, 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 \_\_\_\_\_, 2023,  
by Cary Westin, as Interim 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:**

**Larry R. Wollschlager**  
710 Cincinnati Avenue  
**El Paso, Texas 79902**



Being a Portion of the Westerly  
Right-of-Way of Virginia Avenue  
Alexander Addition  
City of El Paso, El Paso County, Texas  
March 22, 2023

**METES AND BOUNDS DESCRIPTION**

Portion of Virginia Avenue  
Exhibit "A"

**FIELD NOTE DESCRIPTION** of a Portion of the Westerly Right-of-Way of Virginia Avenue, Alexander 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 city monument located 10' offset northeast from the centerline intersection of Cincinnati Avenue (70' R.O.W.) and Ochoa Street (70' R.O.W.); **THENCE**, leaving said city monument and along a monument line on Cincinnati Avenue, North 52°22'00" East a distance of 285.00 feet to a point; **THENCE**, leaving said monument line, South 37°38'00" East a distance of 45.00 feet to a found iron rod at the southwest intersection of Cincinnati Avenue and Virginia Avenue same being the northwesterly corner of Lot 20, Block 218, Alexander Addition, same being the **POINT OF BEGINNING** of the herein described parcel;

**THENCE**, leaving said southwest intersection, North 52°22'00" East, a distance of 9.23 feet to a point for corner;

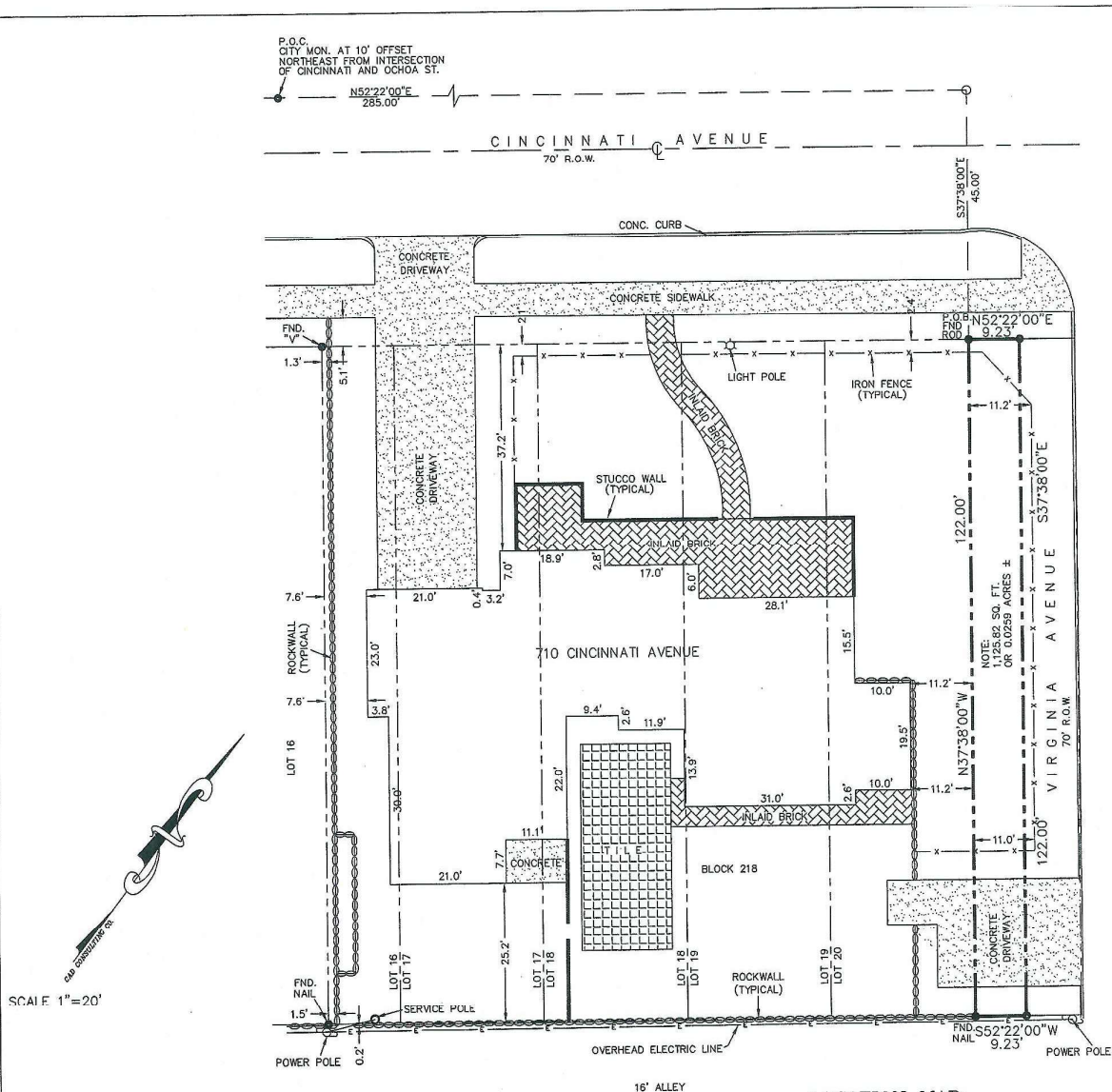
**THENCE**, South 37°38'00" East, a distance of 122.00 feet to a point for corner;

**THENCE**, South 52°22'00" West, a distance of 9.23 feet to a found nail for corner along the westerly right-of-way line of Virginia Avenue, same being the common boundary corner of Lot 20 and a 16 foot Alley;

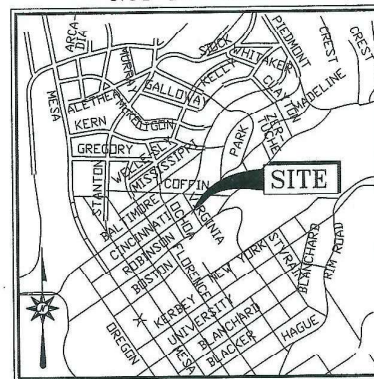
**THENCE**, leaving said common boundary corner and along said westerly right-of-way line of Virginia Avenue, North 37°38'00" West, a distance of 122.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,125.82 square feet or 0.0259 acres of land more or less.

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\2023\23-0441\_Portion of Virginia Avenue





LOCATION MAP:  
NOT TO SCALE



COPYRIGHT © 2023 CAD CONSULTING CO. ALL RIGHTS RESERVED

<b>CERTIFICATION</b> I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.  CARLOS M. JIMENEZ R.P.L.S. No. 3950	JOB # 23-0441 DATE: 03-22-2023 FIELD: JM OFFICE: JR FILE: NET\JORGE\2023\23-0441		
	LOCATED IN ZONE c PANEL # 480214-0033-B DATED 10-15-82		
	RECORDED IN VOLUME 11 PAGE 63 , PLAT RECORDS, EL PASO COUNTY, TX		
	A PORTION OF THE WESTERLY RIGHT-OF-WAY OF VIRGINIA AVENUE (SEE EXHIBIT "A") ALEXANDER ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS <b>CAD CONSULTING COMPANY</b> 1790 LEE TREVINO DRIVE SUITE 309 EL PASO, TEXAS 79936 (915) 633-6422		
FIRM# 10099300			

NOTE:  
THIS SURVEY WAS  
DONE WITHOUT THE  
BENEFIT OF A  
TITLE COMMITMENT.



# Virginia Street Right-of-Way Vacation

City Plan Commission — April 20, 2023 **[REVISED]**



**CASE NUMBER/TYPE:** SURW22-00014 – RIGHT-OF-WAY VACATION  
**CASE MANAGER:** Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov  
**PROPERTY OWNER:** Larry R. Wollschlager  
**REPRESENTATIVE:** Gunner Weise  
**LOCATION:** East of Mesa St. and North of Schuster Ave. (District 8)  
**PROPERTY AREA:** 0.026 acres  
**ZONING DISTRICT(S):** R-4 (Residential)  
**PUBLIC INPUT:** Staff received one (1) petition to the vacation request that included five (5) different signatures.

**SUMMARY OF RECOMMENDATION:** Staff recommends **APPROVAL** of the Virginia Street Right-of-Way (ROW) Vacation, with the following condition:

- That the existing fence along Virginia St. be relocated to within the private property.

## Virginia Street ROW Vacation



Figure A: Proposed plat with surrounding area

**DESCRIPTION OF REQUEST:** The applicant is proposing to vacate a 0.026 acre portion of Virginia Street, approximately nine (9) feet in width by one hundred and twenty two (122) feet, in order to accommodate the future construction of a carport over an existing driveway and legalize an existing encroachment into the public right of way. The portion of Virginia Street ROW is located west of Virginia Street and between Robinson Avenue and Cincinnati Avenue. A 10' parkway will remain as public ROW.

**CASE HISTORY/RELATED APPLICATIONS:** N/A

**NEIGHBORHOOD CHARACTER:** Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-4 (Residential) / Residential Development
South	R-4 (Residential) / Residential Development
East	R-4 (Residential) / Residential Development
West	R-4 (Residential) / Residential Development
Nearest Public Facility and Distance	
Park	Billy Rogers Arroyo Park (0.03 miles)
School	Mesita Elementary (0.42 miles)
Plan El Paso Designation	
G-2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

**PUBLIC COMMENT:** Notices of the proposed right-of-way vacation were sent on February 8, 2023 to all property owners within 200 feet of the subject property. As of April 19, 2023 staff has received one (1) petition to the vacation request that included five (5) different signatures.

**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 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.

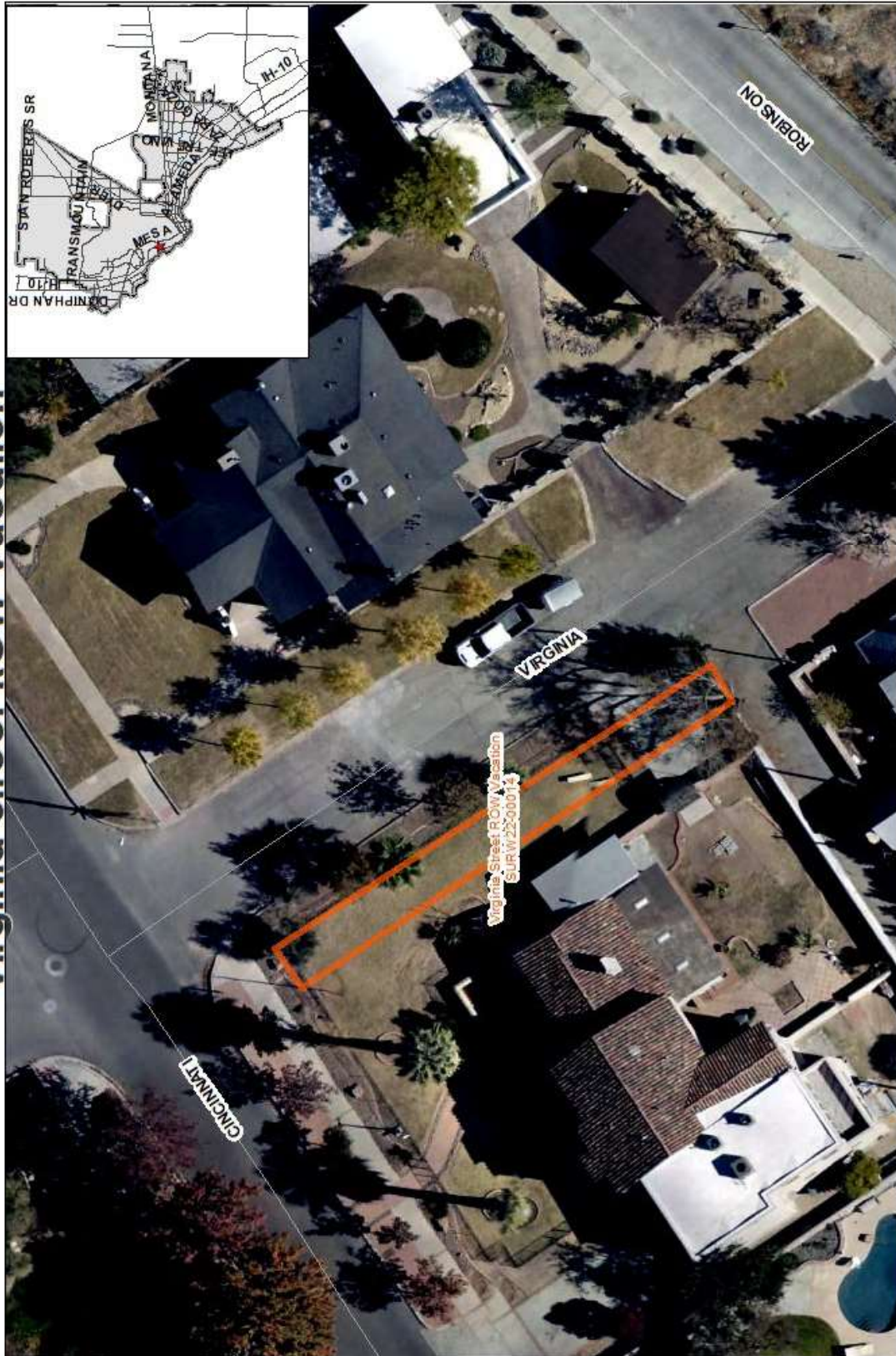
**ATTACHMENTS:**

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Public Input
6. Department Comments



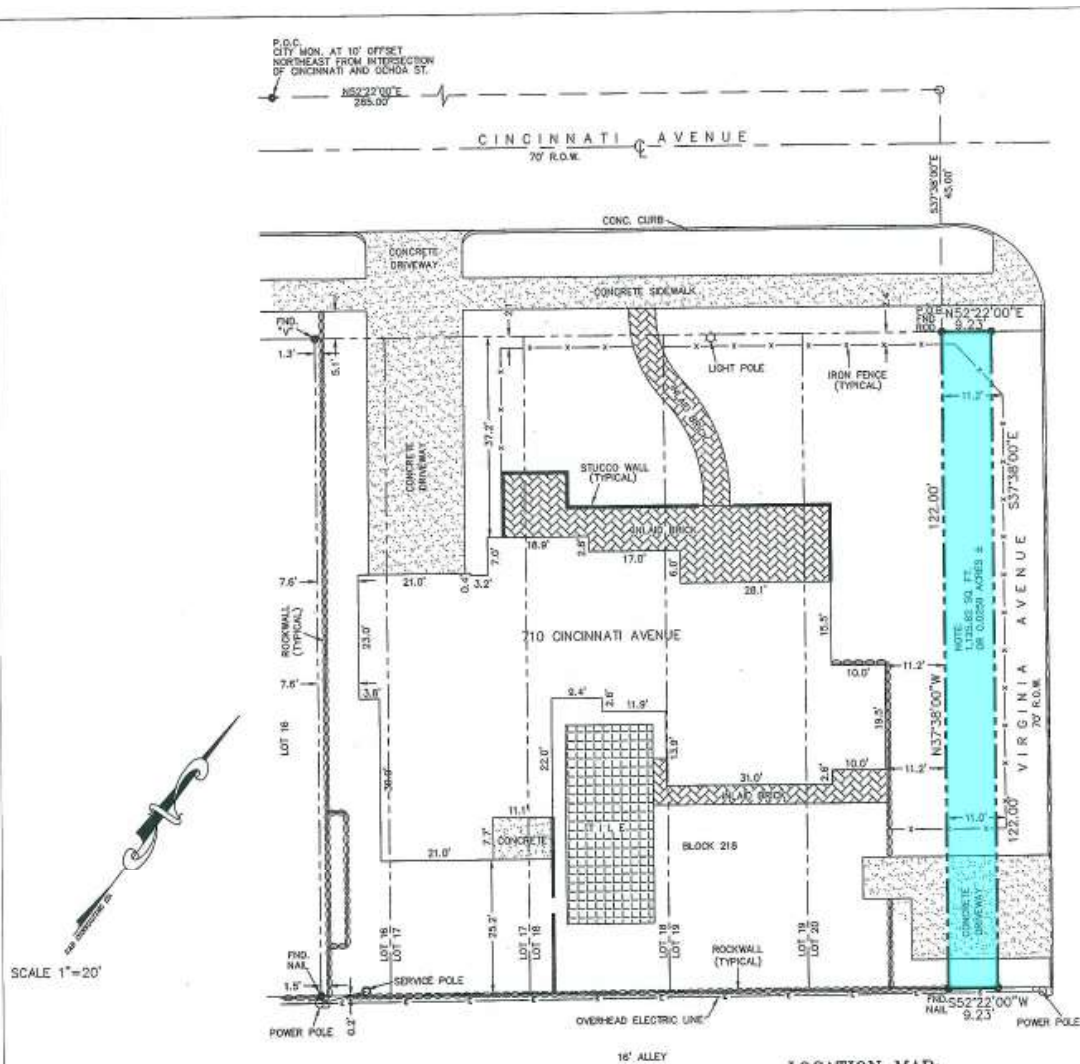
# ATTACHMENT 1

## Virginia Street ROW Vacation



This map is designed to show the proposed ROW vacation. The actual ROW vacation will be determined by the City of Mesa and the Arizona Department of Transportation. The City of Mesa and the Arizona Department of Transportation will be required to provide a detailed engineering study and a detailed engineering report to the Arizona Department of Transportation. The City of Mesa and the Arizona Department of Transportation will be required to provide a detailed engineering study and a detailed engineering report to the Arizona Department of Transportation. The City of Mesa and the Arizona Department of Transportation will be required to provide a detailed engineering study and a detailed engineering report to the Arizona Department of Transportation.

# ATTACHMENT 2



## METES AND BOUNDS DESCRIPTION Portion of Virginia Avenue Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of the Westerly Right-of-Way of Virginia Avenue, Alexander 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 city monument located 10' offset northeast from the centerline intersection of Cincinnati Avenue (70' R.O.W.) and Ochoa Street (70' R.O.W.); THENCE, leaving said city monument and along a monument line on Cincinnati Avenue, North 52°22'00" East a distance of 285.00 feet to a point; THENCE, leaving said monument line, South 37°38'00" East a distance of 45.00 feet to a found iron rod at the southwest intersection of Cincinnati Avenue and Virginia Avenue same being the northwesterly corner of Lot 20, Block 218, Alexander Addition, same being the POINT OF BEGINNING of the herein described parcel;

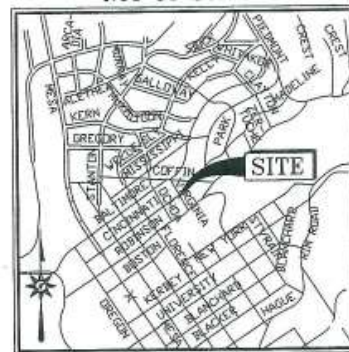
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THENCE, leaving said common boundary corner and along said westerly right-of-way line of Virginia Avenue, North 37°38'00" West, a distance of 122.00 feet to the POINT OF BEGINNING of the herein described parcel and containing 1,125.82 square feet or 0.0259 acres of land more or less.

## LOCATION MAP: NOT TO SCALE



COPYRIGHT © 2023 CAD CONSULTING CO. ALL RIGHTS RESERVED

<b>CERTIFICATION</b>  I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT THERE ARE NO ENCUMBRANCES EXCEPT AS SHOWN HEREON.   <b>CARLOS M. JIMENEZ</b> R.P.L.S. No. 3950	JOB # 23-0441 DATE: 03-22-2023 FIELD: JM OFFICE: JR FILE: NET:\JORDI\2023\23-0441 LOCATED IN ZONE c PANEL # 480214-0033-B DATED 10-15-82 RECORDED IN VOLUME 11 PAGE 63 PLAT RECORDS, EL PASO COUNTY, TX
	A PORTION OF THE WESTERLY RIGHT-OF-WAY OF VIRGINIA AVENUE (SEE EXHIBIT "A") ALEXANDER ADDITION CITY OF EL PASO, EL PASO COUNTY, TEXAS
	 <b>CAD CONSULTING COMPANY</b> 1790 LEE TREVINO DRIVE SUITE 309 EL PASO, TEXAS 79936 (915) 633-6422
	FIRM# 10099300

NOTE:  
THIS SURVEY WAS  
DONE WITHOUT THE  
BENEFIT OF A  
TITLE COMMITMENT.



## ATTACHMENT 3

Being a Portion of the Westerly  
Right-of-Way of Virginia Avenue  
Alexander Addition  
City of El Paso, El Paso County, Texas  
March 22, 2023

### **METES AND BOUNDS DESCRIPTION**

Portion of Virginia Avenue  
Exhibit "A"

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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\2023\23-0441\_Portion of Virginia Avenue



# ATTACHMENT 4



## VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: Sept 12, 2022 File No. \_\_\_\_\_

1. APPLICANTS NAME LARRY R. WOLLSCHLAGER  
ADDRESS 710 CINCINNATI ZIP CODE 79902 TELEPHONE 432-661-3561

2. Request is hereby made to vacate the following: (check one)

Street \_\_\_\_\_ Alley \_\_\_\_\_ Easement ☒ Other \_\_\_\_\_

Street Name(s) N. Virginia Subdivision Name Alexander Addition

Abutting Blocks 218 Abutting Lots 20

3. Reason for vacation request: Build Carport over existing driveway

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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: Larry Wollschlager REPRESENTATIVE SIGNATURE: Gunnar Weise  
REPRESENTATIVE (PHONE): 915-494-6121  
REPRESENTATIVE (E-MAIL): gunnarweise@sbcglobal.net

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

February 20, 2023

City of El Paso Planning and Inspections Department

Re: Case SURW22-00014

vacating portion of Virginia Street

Property description: the East of ½ of Lot 16 and all of lots 17,18,19 and 20 Block 218.

To Whom It May Concern:

The vacating of this property is not in the best interests of the pedestrians who use this particular block of Virginia to reach Robinson, walk in and out of Kern Place from Cincinnati Ave to Robinson St, access the nature preserve, (arroyo) and access to Rim Road.

It would seem to allow the owner to bypass zoning rules concerning setbacks. Also, once fenced in, it would make it impossible for cars to park along Virginia and a passenger to exit their vehicle. (the Hoover house has functions where parking along side streets is necessary. There is also no sidewalk on either side of this block of Virginia.

The undersigned are against the city allowing this property to be vacated.

Brian Stickney  
B.N.P. 804 Cincinnati Ave

Linda McClain 715 Cincinnati Ave

Stephen P. 715 Cincinnati Ave

MARY Browner 801 CINCINNATI AVE.

MARCA D. RODRIGUEZ 802 CINCINNATI AVE

# **ATTACHMENT 6**

## **Planning and Inspections Department- Planning Division**

No adverse comments, recommend approval with condition that the existing fence along Virginia St. be relocated to within the private property. A 10' parkway shall remain as public ROW.

## **Planning and Inspections Department- Land Development Division**

No objections to proposed vacation of easement.

## **Parks and Recreation Department**

We have reviewed **N Virginia Easement Vacation** survey map and on behalf of Parks & Recreation Department we offer "No" objections to this proposed easement vacation request.

## **El Paso Water**

El Paso Water (EPWater) doesn't object to this request.

## **Water:**

There is an existing 6-inch diameter water main located 21-feet south of the northern right-of-way of Cincinnati Ave. This water main is available for service.

Previous water pressure from fire hydrant #530 located on the southeast corner of Coffin Ave. and Cincinnati Ave. has yielded a static pressure of 78 (psi), a residual pressure of 72 (psi), and a discharge of 1,424 gallons per minute.

## **Sanitary Sewer:**

There is an existing 8-inch diameter sanitary sewer main located along the alley south of Cincinnati Ave. approximately 3-feet south of the alley's north right-of-way. This sanitary sewer main is available for service.

## **General:**

An application for water and sanitary sewer services should be submitted 6 to 8 weeks prior to construction to ensure water for construction work. Additional service applications are available at 1154 Hawkins, 3rd Floor. 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 EPWU – 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.

## **Capital Improvement Department**

- CID recommends that this request be denied.
- The request results in remaining right-of-way that does not meet the minimum standards of the city's adopted street design manual which calls for a minimum 60 foot right of way width, 6 foot sidewalk and buffer.
- [Per section 13.04.070](#), the City code requires installation of sidewalks when they are absent at the time of permit. While the code does allow for exceptions, this request does not merit disregarding the requirement and runs counter to the City's objectives identified in *Plan El Paso*, the adopted Complete Streets Policy and strategies currently being develop as part of the City's Vision Zero goals.

Finally, vacating the right of way precludes the City from the future installation of sidewalks as required by the city's code of ordinances and adopted street design manual as the right of way would become private property. The proposed pedestrian access easement does not grant the city any future right to construct a sidewalk within private property.

**Streets and Maintenance Department**

Streets and Maintenance traffic engineering has no exceptions to the carport canopy over driveway if vacation is granted by planning.

*Note: ROW vacations are approved by City Council.*

**Spectrum**

We have reviewed your request for the above referenced Utility Easement, and Spectrum Communications hereby grants an abandonment located near 710 Cincinnati, Cincinnati & N Virginia St, El Paso, TX. Spectrum Communications retains the right of access to any remaining partial or full utility easements on the property for the purpose of future construction or maintenance of existing facilities.

If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to forcerelos@kinetic-eng.com. Please share this information with whoever needs these services.

**El Paso Electric**

At present, El Paso Electric Company does not have any current or future use for the easement and agrees to vacate for our use only.

**AT&T**

AT&T Texas, has no objections to the requested release of ROW for installation of a carport as highlighted on the attached sketch, plat found in El Paso County Clerk File Map Records showing ROW found in Volume 4, Page 28.

**El Paso County Water Improvement District #1**

The attached item is not within the boundaries of EPCWID1.

**El Paso County 911 District**

No comments received.

**Texas Department of Transportation**

No comments received.

**El Paso County**

No comments received.

**Sun Metro**

No comments received.

**Fire Department**

No comments received.

**Texas Gas**

No comments received.



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-1418, Version: 1**

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### **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**

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

Planning and Inspections, Providencia Velazquez, (915) 212-1567

#### **AGENDA LANGUAGE:**

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

An Ordinance amending Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and changes to landmarks and H-overlay properties) to delete section 20.20.080(A)(1). The penalty is as provided in Chapter 20.24 of the El Paso City Code.

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 21, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Philip F. Etiwe, (915) 212-1553  
Providencia Velazquez, (915) 212-1567

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** #3 Promote the Visual Image of El Paso

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection process  
3.2 Set one standard for infrastructure across the city

**SUBJECT:**

An ordinance amending Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and changes to landmarks and H-overlay properties) to delete section 20.20.080(A)(1). The penalty is as provided in Chapter 20.24 of the El Paso City Code.  
(All Districts)

**BACKGROUND / DISCUSSION:**

This proposed amendment to Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and changes to landmarks and H-overlay properties), will delete Section 20.20.080.A.1, to clarify that the provisions of Chapter 20.20 shall not apply to properties solely listed as a Texas or State Antiquities Landmark or on the National Register of Historic Places and not with a city designated H-overlay.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES \_\_\_ NO

**PRIMARY DEPARTMENT:** Planning & Inspections, Planning Division

**SECONDARY DEPARTMENT:** N/A

---

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Philip Etiwe*

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING TITLE 20 (ZONING), CHAPTER 20.20 (HISTORIC LANDMARK PRESERVATION), SECTION 20.20.080 (ALTERATIONS AND CHANGES TO LANDMARKS AND H-OVERLAY PROPERTIES) TO DELETE SECTION 20.20.080(A)(1). THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, the proposed amendment to Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation). Section 20.20.080 (Alterations and changes to landmarks and H-overlay properties), will delete Section 20.20.080.A.1, to clarify that the provisions of Chapter 20.20 shall not apply to properties solely listed as a Texas or State Antiquities Landmark or on the National Register of Historic Places and not with a city designated H-overlay.

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

**SECTION 1.** That Title 20 (Zoning), Chapter 20.20 (Historic Landmark Preservation), Section 20.20.080 (Alterations and Changes to landmarks and H-Overlay Properties) be deleted and replaced as follows:

- A. No person or entity shall construct, reconstruct, alter, change, remove, demolish, or fail to maintain, any of the following, unless a certificate of appropriateness or a certificate of demolition has been approved by the HLC or approval granted through administrative review:
  - 1. Any building, object, site, landscape architectural feature, or group of such designated with an H-Overlay or as a historic landmark as defined by this Chapter and designated by the City Council.

**SECTION 2.** Except as expressly herein amended, Title 20, Zoning, of the El Paso City Code shall remain in full force and effect.

(Signatures on the following page)

**ORDINANCE NO. \_\_\_\_\_**

HQ 23-1675 | Tran #504613 | P&I  
Title 20 Amendment 20.20.080  
RTA

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leaser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine City  
Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*  
\_\_\_\_\_  
Philip F. Etiwe Director,  
Planning and Inspections Department

**ORDINANCE NO.** \_\_\_\_\_  
HQ 23-1675 | Tran #504613 | P& I  
Title 20 Amendment 20.20.080  
RTA



Legislation Text

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File #: 23-1371, Version: 1

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

**DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

**District 8**

Streets and Maintenance, Mary Lou Espinoza, (915) 212-1882

**AGENDA LANGUAGE:**

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

An Ordinance authorizing the City Manager to sign a lease and concession agreement with Holguin Productions, LLC for the lease of the facility located at San Jacinto Plaza known as the San Jacinto Plaza Café, consisting of 177 square feet for a three-year term commencing on the date the City approves the lease and ending three years from the rent commencement date, at an annual rent of \$5,400.00 and an annual concession fee of \$600.00 to be paid on a quarterly basis, and that there is an option to extend the term for two additional one year terms by the City Manager under the same terms and conditions.



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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** November 7, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Mary Lou Espinoza, Capital Assets Manager,  
(915) 867-2629

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL:** No. 6: Set the Standard for Sound Governance and Fiscal Management

**SUBGOAL:** No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

**SUBJECT:**

An ordinance authorizing the city manager to sign a lease and concession agreement with Holguin Productions, LLC. For the lease of the facility located at San Jacinto Plaza known as the San Jacinto Plaza Café, consisting of 177 square feet for a three-year term commencing on the date the City approves the lease and ending three years from the rent commencement date, at an annual rent of \$5,400.00 and an annual concession fee of \$600.00 to be paid on a quarterly basis, and that there is an option to extend the term for two additional one year terms by the City Manager under the same terms and conditions.

**BACKGROUND / DISCUSSION:**

On November 3, 2015 the City of El Paso entered into a lease agreement with Ruben Holguin Cuellar, dba Rent-A-Chef Catering, to lease the property located at the San Jacinto Plaza, known as the San Jacinto Plaza Café, to provide food and beverage concession services.

The City of El Paso desires to enter into a new lease agreement with Holguin Productions, LLC to continue the lease on the property located within San Jacinto Plaza.

**PRIOR COUNCIL ACTION:**

November 3, 2015

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue generating item

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**   x   YES    NO

**PRIMARY DEPARTMENT:** Real Estate

**SECONDARY DEPARTMENT:** Parks and Recreation

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Richard J. Bristol - Streets and Maintenance Director  
 for

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AND CONCESSION AGREEMENT WITH HOLGUIN PRODUCTIONS, LLC. FOR THE LEASE OF THE FACILITY LOCATED AT SAN JACINTO PLAZA KNOWN AS THE SAN JACINTO PLAZA CAFÉ, CONSISTING OF 177 SQUARE FEET FOR A THREE-YEAR TERM COMMENCING ON THE DATE THE CITY APPROVES THE LEASE AND ENDING THREE YEARS FROM THE RENT COMMENCEMENT DATE, AT AN ANNUAL RENT OF \$5,400.00 AND AN ANNUAL CONCESSION FEE OF \$600.00 TO BE PAID ON A QUARTERLY BASIS, AND THAT THERE IS AN OPTION TO EXTEND THE TERM FOR TWO ADDITIONAL ONE YEAR TERMS BY THE CITY MANAGER UNDER THE SAME TERMS AND CONDITIONS.**

**WHEREAS**, the City owns the premises located at San Jacinto Plaza to be used and operated as a café that provides food and beverage services to the visitors of the San Jacinto Plaza (“San Jacinto Plaza Café”);

**WHEREAS**, Lessor has determined it to be in the best interest of the public to enter into a Lease and Concession Agreement with Concessionaire to provide food and beverage concession services at the San Jacinto Plaza Café pursuant and subject to the terms and conditions of the Lease and Concession Agreement;

**WHEREAS**, Concessionaire is engaged in operating a food catering business and desires to make said services available in the San Jacinto Plaza Café and is qualified, ready and able to perform said services, and agrees to operate and maintain first class concession facilities for use in connection therewith pursuant and subject to the terms and conditions of the Lease and Concession Agreement;

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

That the City Manager be authorized to sign a Lease and Concession Agreement between the City of El Paso (Lessor) and Holguin Productions, LLC (Lessee), for a facility located at the San Jacinto Plaza which is approximately 177 square feet, known as the San Jacinto Plaza Café to provide food and beverage concession services, for an Initial Term of three (3) years commencing on the date the City approves the Lease and Concession Agreement and ending on the date that three (3) years from the Rent Commencement date, at a base annual rental rate of \$5,400.00 and an annual concession fee of \$600.00 to be paid on a quarterly basis, and that there is an option to extend the Initial Term for two (2) additional one (1) year term that may be exercised by the City Manager pursuant to the same terms and conditions.

*[Signatures on following page]*

*(Signature Page)*

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO**

\_\_\_\_\_  
Cary Westin  
Interim City Manager

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Karla Saenz*  
\_\_\_\_\_  
Karla A. Saenz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

*M. Lou Espinoza*  
\_\_\_\_\_  
Mary Lou Espinoza  
Capital Assets Manager

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

LEASE AND CONCESSION  
AGREEMENT

This Lease and Concession Agreement (“**Agreement**”) is made this 1st day of December, 2023 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas, (“**Landlord**”), and Holguin Productions, LLC, a Texas Limited Liability Corporation (“**Tenant**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

**SECTION 1. LEASED PREMISES.**

- A. Subject to the provisions of this Agreement, the Landlord leases to the Tenant the Premises described below. The lease under this Agreement includes the right to access the Premises in accordance to the provisions of this Agreement.

Facility located at San Jacinto Plaza which is approximately 177 square feet, known as the San Jacinto Plaza Café located at 111 Mills Ave., El Paso, Texas, as further described in the aerial map in **Attachment “A”** of this Agreement (“**Premises**”).

- B. The Tenant will only use the Premises for the following purpose: to be used and operated as a café space that provides food and beverage services to the visitors of the San Jacinto Plaza (“**Purpose**”). Tenant is responsible for ensuring that the Purpose complies with all zoning, subdivision, and development codes for the City of El Paso. Tenant shall not make any changes in the Purpose without prior written consent of Landlord.
- C. The Tenant may use all common areas of the Building including the parking lot, if any. The Tenant will follow the Landlord’s policies for the use of the Common Area, if any.
- D. Tenant Improvements. Tenant shall not make any improvements, alterations, or changes of any nature to the Premises without the prior written consent of Landlord. Any improvements made by Tenant will automatically become property of Landlord upon termination of this Agreement.
- E. Condition of Premises. Upon accepting possession of the Premises, the Tenant accepts the Premises and improvements in their present condition, including any existing easements, of record or apparent on the ground, and the proximity to loud noises and other aspects associated with the Premises. Relying on the Tenant’s own inspection and judgment, the Tenant agrees that the Premises is suitable for the Tenant's Purpose. Landlord has not made

any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Tenant accepts the Premises and its surroundings “as is”, including any improvements made by the Landlord, if any, with all faults, relying on the Tenant’s own inspection and judgment and not in reliance on any representations of the Landlord. Landlord assumes no responsibility as to the condition of the Premises and assumes no responsibility for the maintenance, upkeep, or repair necessary to keep the premises in a safe and serviceable condition.

## **SECTION 2. TERM.**

- A. **INITIAL TERM.** The initial term of this Agreement is three (3) years commencing on the Effective Date (“**Initial Term**”).
- B. **RENEWAL.** The Tenant may extend the Initial Term of this Agreement for two (2) periods of one (1) year (“**Renewal Period**”) by the mutual agreement of both parties. If the Tenant wishes to extend the Term of this Agreement, then the Tenant will notify the Landlord in writing that the Tenant wishes to extend the term at least 180 days before the expiration of the Initial Term of this Agreement. Any Renewal Period shall be subject to the provisions of this Agreement.

## **SECTION 3. RENTAL RATES OF LEASED PREMISES.**

- A. **BASE RENTAL FEE.** Subject to the periodic increases outlined below, the Tenant will pay a monthly base rent of \$450.00 (“**Base Rental Fee**”) every month during the term of this Agreement. The Tenant will pay the Landlord the Base Rental Fee no later than the first (1<sup>st</sup>) of every calendar month. The Base Rental Fee will be paid to the Landlord in the form of an ACH payment or check. If the Initial Term begins or ends on a day that is neither the first or the last day of the month, then the Base Rental Fee for that month will be prorated.
- B. **BASE RENTAL FEE ADJUSTMENT.** The Base Rental Fee will automatically increase by 2% every year after the Effective Date during the Initial Term and any Renewal Periods exercised by the Tenant. The Tenant is responsible for paying the Base Rental Fee increase regardless of whether the Landlord notifies the Tenant of the increase.
- C. **CONCESSION FEE.** Tenant shall pay a quarterly Concession Fee of \$150.00 due on or before the 1<sup>st</sup> day of the first month of each quarter. The following defines the Quarters:

<b>Quarter 1</b>	September through November of every year of the term of this Lease.
<b>Quarter 2</b>	December through February of every year of the term of this Lease.
<b>Quarter 3</b>	March through May of every year of the term of this Lease.
<b>Quarter 4</b>	June through August of every year of the term of this Lease.

Tenant's obligation to pay the quarterly Concession Fee shall commence at the beginning of the Temporary Use period. The Concession fee for that quarter shall be prorated proportionate to the number of days that the Concession Fee is due and payable at the start of the Temporary Use Period. The Concession Fee will be adjusted in accordance to the Concessions fee established for a small park in Schedule C of the City's annual budget.

- D. **HOLDOVER.** If there is any holdover of the Premises by the Tenant at the expiration of this Agreement, then this Agreement will function as a month-to-month tenancy. During any holdover, the Tenant will pay the Landlord one and a half times the amount of the most recent Base Rental Fee. The Tenant will be liable to the Landlord for any loss or damage caused by the Tenant's holdover of the Premises. The Landlord may retake possession of the Premises during any holdover after providing a 30-day notice of such to the Tenant. The terms of this Agreement shall apply during any holdover period, including the Base Rental Fee Adjustment provision above. The Tenant will not construe action or lack thereof on the part of the Landlord as waiver of the right of the Landlord to retake the possession of the Premises or as a reinstatement or extension of this Agreement.
- E. **UNPAID BASE RENTAL FEE.** Any Base Rental Fee, or any other fees or charges accruing under this Agreement, that are not received by Landlord by the tenth (10<sup>th</sup>) day of the month in which payment is due, shall bear interest from the date such Base Rental Fee or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law.
- F. **SECURITY DEPOSIT.** To secure Tenant's performance under this Agreement, prior to or on the Effective Date, the Tenant will pay to Landlord a security deposit in the amount equivalent to three (3) months' rent, in the form of an irrevocable letter of credit ("**Security Deposit**"). The Security Deposit will be held for the duration of the Initial Term, and any Renewal Period. If the Base Rental Fee, or any other fees or charges accruing under this Agreement, are not paid in accordance with this Agreement, then Landlord may utilize the Security Deposit for any outstanding rent and fees. The Landlord will hold such Security Deposit until the end of the Initial Term and any Renewal Period. The Landlord will return the Security Deposit, minus any amounts owed by the Tenant to the Landlord at the termination of this Agreement. Tenant remains responsible for any amounts owed to the Landlord not covered by the Security Deposit.
- G. **NET LEASE.** This lease is an absolute net lease. Tenant will pay all expenses of every kind and nature whatsoever relating to or arising from the Premises, including any property taxes and other assessments of any kind on the Premises and/or improvements on the Premises and all expenses arising from the leasing, operation, management, construction, maintenance, repair, use, and occupancy of the Premises, except as otherwise expressly provided in this Lease. Notwithstanding the foregoing, Landlord agrees to pay the

following expenses: (a) any expenses expressly agreed to be paid by Landlord in this Lease; (b) expenses incurred by Landlord to monitor and administer this Lease; (c) expenses incurred by Landlord prior to the Effective Date; and (d) expenses that are personal to Landlord.

#### **SECTION 4. OPERATION FOR COMMON AREAS.**

The Landlord will operate and maintain all Common Areas and Building. The Tenant is responsible for the costs of repairs for any damages to the Common Areas caused by the Tenant or the Tenant's employees, contractors, agents, invitees, and/or licensees. If the Landlord discovers any damage to the Common Areas caused by the Tenant or the Tenant's employees, contractors, agents, invitees, and/or licensees, then the Landlord will send an invoice for the costs or repairs to the Tenant. The Tenant will pay an invoice from the Landlord regarding repairs to the Common Areas within 30 calendar days of receiving such invoice. The Landlord is responsible for performing all repairs to the Common Areas.

#### **SECTION 5. LANDLORD'S OBLIGATIONS, RIGHTS, AND WARRANTIES REGARDING THE PREMISES.**

A. OBLIGATIONS. Dependent upon the Tenant fulfilling its obligations under this Agreement, the Landlord will provide the following regarding the Premises:

1. Air conditioning and heating;
2. Access to the Premises;
3. Connection points for water, sewer, and electrical;
4. Maintenance of the main water line to the café building.

B. The Landlord will maintain, repair, or replace all Structural elements of the Premises. **"Structural"** elements of the Premises are limited to the roof, foundation, load bearing walls, exterior walls, and exterior paint.

C. RIGHTS.

1. The Landlord reserves the right to enter the Premises to inspect the condition of the Premises, perform any maintenance or repairs under this Agreement, and/or show the Premises to prospective tenants. Prior to entering the Premises, the Landlord will provide the Tenant with 24 hours notice. The exercise of Landlord's right to enter the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.

2. The Landlord may allow the Tenant and the Tenant's employees, agents, and contractors access to the Premises before the Effective Date of this Agreement to allow the Tenant make the Premises ready for Tenant occupancy. If the Landlord permits the Tenant or the Tenant's employees, agents, or contractors access to the Premises before the Effective Date of this Agreement, then the Tenant and the Tenant's employees, agents, and contractors will not interfere with the activities in the Building of the Landlord or other occupants in the Building. The Landlord may withdraw the early access permission granted to the Tenant and the Tenant's employees, agents, and contractors with 24 hours prior notice.
3. The Landlord is not responsible for making any improvement to the Premises before Tenant occupancy at the Effective Date of this Agreement.
4. Tenant agrees that in the event all or substantially all of its assets be placed in the hands of a receiver or trustee, and in the event such receivership or trusteeship continue for a period of ten (10) days, or should Tenant make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or should Tenant institute any proceedings under any state or federal bankruptcy act wherein Tenant seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or should any voluntary proceeding be filed against such Tenant under such bankruptcy laws and Tenant consents thereto or acquiesces therein by pleading or default, then this lease or any interest in and to the demised premises shall not become an asset in any such proceedings and, in any of such events and in addition to any and all rights or remedies of Landlord hereunder or as provided by law, it shall be lawful for Landlord at his option to declare the term hereof ended and to re-enter the demised premises and take possession thereof and remove all persons therefrom and Tenant shall have no further claim, therein or hereunder. This provision shall be binding upon all of Tenant's heirs, assigns and other successors in interest.

#### D. WARRANTIES.

1. Provided that the Tenant performs all obligations under this Agreement, the Landlord warrants that the Tenant may have quiet enjoyment of the Premises.
2. The Landlord makes no warranties to the Tenant regarding the condition of the Premises or the suitability of the Premises for use as intended by the Tenant. This disclaimer of warranty applies, but is not limited to, any issues of zoning and platting. It is up to the Tenant to verify that all zoning and platting requirements needed to use the Premises for the Purpose stated in this Agreement are in place.

### **SECTION 6. TENANT'S RIGHTS AND OBLIGATIONS REGARDING THE PREMISES.**



A. OBLIGATIONS. The Tenant will abide by all of the following:

1. Pay all ad valorem taxes on all improvements made by the Tenant on the Premises (“**Improvements**”) and all personal property of the Tenant that is located on the Premises.
2. Maintain the Premises, for the term of this Agreement, in a clean and attractive condition. At the latter of the expiration of the Initial Term or the Renewal Period, the Tenant will return the Premises to the Landlord in the same condition that the Tenant received the Premises, except any Improvements that are now part of the Premises and become property of the Landlord.
3. The Tenant is responsible for maintaining, repairing, or replacing all Non-Structural elements of the Premises. “**Non-Structural**” elements of the Premises are all those elements of the Premises that are not considered Structural under this Agreement.
4. Tenant is responsible for verifying and obtaining all zoning and platting requirements needed to use the Premises for the Purpose stated in this Agreement.
5. The Tenant is responsible for the costs of repairing damages to Structural elements of the Premises caused by the Tenant or the Tenant’s employees, contractors, agents, invitees, and/or licensees. The Landlord will send an invoice for the costs or repairs to the Tenant. The Tenant will pay an invoice from the Landlord regarding repairs to the Structural elements of the Premises within 30 calendar days of receiving such invoice. The Landlord is responsible for performing all repairs to the Structural elements of the Premises.
6. The Tenant will not make any improvements to the Premises without the advance written permission of the Landlord. The Landlord may impose additional conditions on the Tenant in order to allow improvements on the Premises. The Tenant will abide by all additional conditions when making any improvements to the Premises. The Tenant will follow all federal, state, and local laws when performing any improvements to the Premises, including the ADA accommodations. The Tenant will obtain all building permits as required by law. Upon completion of the improvements, the Tenant will deliver “as-built” records of the construction signed and sealed by a professional engineer or architect licensed in Texas. The construction or removal of Improvements creates no liability on the Landlord.
7. The Tenant will keep Improvements and personal property located on the Premises in a good state of repair. Tenant will be responsible for repairing any damages to

Improvements and personal property caused by the Tenant's employees, operation, or patrons.

8. Tenant is responsible for extending utility lines to areas of the Premises as required by the Tenant. Landlord is only required under this Agreement to provide connection points. Tenant will obtain all permits required under law for the extension of utilities.
9. The Landlord will provide and maintain all utilities used in the leased premises. The master meter of San Jacinto Plaza will capture the utility usage by the Tenant.
10. Tenant will not place any signs without the advance approval of the Landlord.
11. If a federal agency assesses a civil penalty against the Landlord for a violation related to an action or lack of action taken by the Tenant or the Tenant's agents, employees, contractors, or patrons, then the Tenant will reimburse the Landlord the civil penalty amount. The Tenant will reimburse the Landlord for the civil penalty within 30 days of receipt of notice from the Landlord of the civil penalty.
12. Tenant will comply with all environmental laws as outlined by this Agreement.
13. Tenant will not encumber the Building or Premises with any lien. If there is a lien that is filed, the Tenant will promptly discharge of the lien.
14. Tenant will allow access to any part of the Premises to the Landlord with 24 hours' notice from the Landlord to allow the Landlord to inspect and to make repairs or alterations to the Premises. If the Landlord gives 24 hours' notice to the Tenant, then the Tenant will allow the Landlord to access the Premises to show it to any prospective purchasers or tenants, or for any other purpose that the Landlord deems necessary. The Landlord entering the Premises for the purposes under this Section do not constitute an eviction or disturbance of the Tenant's rights under this Agreement.
15. The Tenant will abide by Texas Government Code Section 2252.909. In accordance with this section, the tenant will:
  - a. Execute a payment bond that conforms with Subchapter I, Chapter 53, Property Code, and execute a performance bond in an amount equal to the amount of the contract for the protection of the governmental entity and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and

- b. In accordance with Section 2252.909(b)(2) of the Government, the Lessee shall provide to Lessor a notice of commencement consistent with this section at least 90 days before the date of construction, alteration, or repair of any improvement to the leased property begins. The notice of commencement must abide and follow Section 2252.909(c).
- c. On or before the 10<sup>th</sup> day after the date the Landlord received a notice of commencement for the construction, alteration, or repair of an improvement to leased property, the Landlord may notify the Tenant that the construction, alteration, or repair may not proceed.
- d. The Parties acknowledge that, in accordance with Section 2252.909(e) of the Government code, a person commits an offense if the person materially misrepresent information in a notice of commencement provided under Section 2252.909(b)(2) of the Government Code. Such an offense is a Class A misdemeanor.

## B. RIGHTS.

- 1. If the Tenant has prior written consent from the Landlord, then the Tenant may make changes or Improvement to the Premises in accordance to any conditions imposed by the Landlord as provided in this Agreement. Any Improvement that are attached to the Building and the Premises become property of the Landlord and will be surrendered with the Premises at the expiration of this Agreement without compensation. Tenant agrees that the title to all Personalty of the Tenant and improvements made by the Tenant to the Premises, now or hereafter located on the Premises, shall be vested in Tenant until either the termination or expiration of this lease, at which time all title to and ownership of the improvements made by the Tenant to the Premises and Personalty shall automatically and immediately vest (without the necessity of any further action being taken by Tenant or Landlord or any instrument being executed and delivered by Tenant to Landlord) in Landlord, and Tenant shall have no rights pertaining to such improvements or Personalty. Notwithstanding anything to the contrary, nothing in this subsection relieves the Tenant from any duties under this Agreement, including but not limited to the removal of the improvements and the restoration of the Premises. For purposes of this Agreement, "**Personalty**" means all machinery, equipment, appliances, furniture, and any other personal property of any kind or description owned or leased by Tenant located on the Premises and used in the operation of the Premises, excluding trucks and cars.

## SECTION 7. ENVIRONMENTAL LAWS.

- A. For purposes of this Agreement:

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

#### B. COMPLIANCE.

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

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

2. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any Improvements thereon or permitted by the Tenant results in any contamination of the Premises or any Improvements thereon, or any surrounding property, the Tenant will promptly take all actions at its sole cost and expense as are necessary to return the Premises or any Improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that the Landlord's approval of such actions shall first be obtained.
3. Tenant will, at the Tenant's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority ("**Government**") under the Environmental Laws. If the Government determines that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any Improvements thereon or on surrounding property to comply with applicable Environmental Laws, then the Tenant will, at the Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no expense to the Landlord, the Tenant will promptly provide all information requested by the Landlord to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the Improvements thereon or the surrounding property.
4. Tenant will notify the Landlord promptly after the Tenant becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or the Tenant's

Purpose on the Premises, and (b) any change in the Tenant's Purpose on the Premises that will change or has the potential to change the Tenant's or Landlord's obligations or liabilities under the Environmental Laws.

#### C. RELEASING HAZARDOUS MATERIAL.

1. In the event of a Release of Hazardous Materials in violation of Environmental Laws on the Premises that presents an immediate threat of injury to persons or property that is not immediately remediated to the satisfaction of the Landlord or the expiration of cure periods provided for in this Agreement, then notwithstanding any other provision in this Agreement to the contrary, Landlord may "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises. The Tenant will be responsible for the cost of the Landlord's "self-help" in this Section, which can include but are not limited to attorneys' fees. Landlord will use its best efforts to notify the Tenant prior to its exercise of such self-help rights.
2. Tenant's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section is a material default of this Agreement. As such, Landlord may pursue the remedies as set forth in this Agreement, in addition to all other rights and remedies provided by law.

#### D. REPORTING.

At any time that the Tenant submits any filing or response pertaining to its property, operations, or presence on City property with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the EPA or the TCEQ, or any successor agencies, the Tenant provide duplicate copies to Landlord of such filing(s) and response(s) with any related documents at the time same are made.

### SECTION 8. MUTUAL COVENANTS.

#### A. FIRE OR OTHER CASUALTY.

1. If the Building and the Premises are entirely destroyed by fire or another casualty that was not caused by Tenant, then the Landlord may choose to rebuild. If the Landlord chooses not to rebuild the Building or the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. Tenant is responsible for paying the Base Rental Fee and

- Concession Fee until the date of termination. If the Landlord chooses to rebuild, then the Landlord will be responsible for repairing the building and the Structural elements of the Premises and the Tenant is responsible for repairing the Non-Structural elements of the premises and Improvements, if any. If the Landlord chooses to rebuild, then the Base Rental Fee and Concession Fee will be abated during the time the Landlord is rebuilding the Building and the Premises and will resume when the Landlord repairs the Premises and the Building to a condition where the Landlord can fulfil the obligations of this Agreement, regardless of whether the Tenant has completed the repairs to the Improvements and personal property needed to resume the Purpose on the Premises.
2. If only the Premises is damaged by fire or another casualty, then the Landlord may choose whether or not to rebuild. If the Landlord chooses not to rebuild the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. The Tenant is responsible for paying the Base Rental Fee and Concession Fee until the date of termination. If the Landlord chooses to rebuild the Premises, then the Landlord will be responsible for rebuilding the Structural elements of the Premises and the Tenant will be responsible for rebuilding the Non-Structural elements of the Premises. The Base Rental Fee and the Concession Fee will be abated for the time period that it takes the Landlord to repair the Structural elements of the Premises.
  3. If the Building is damaged by fire or another casualty that was not caused by the Tenant, but the Premises remained unharmed, then the Landlord may choose to repair the building. If the Landlord chooses not to repair the Building, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. If the Landlord chooses to repair the Building, then the Base Rental Fee and the Concession Fees will be abated during the time of repair.
  4. If only the Premises is partially destroyed by a fire or another casualty but the Building remains unharmed, then the Landlord may choose to repair the Premises. If the Landlord chooses not to repair the Premises, then either party may terminate this Agreement, with the termination date being the date of the fire or other casualty that caused the damage. If the Landlord chooses to repair the Premises, then the Landlord will be responsible for repairing the Structural elements of the Premises and the Tenant will be responsible for repairing the Non-Structural elements of the Premises. The Tenant will pay the Base Rental Fee and Concession Fees only for the parts of the Premises that remained unharmed.

#### B. CONDEMNATION AND LOSS OR DAMAGE.

1. If the entire Building and Premises are condemned leaving the Premises untenable, then either party may terminate this Agreement, with the date of termination being the condemnation date.
2. If the Building is condemned, but the Premises remains tenable, then either party may terminate this Agreement, with the termination date being the date of the condemnation. If this Agreement is not terminated then the Tenant will only be responsible for paying the Base Rental Fee and Concession Fees to the point that the Premises and Building are tenable and function for the Purpose needed by the Tenant.
3. If the Premises is completely condemned and deemed untenable but the Building remains unharmed, then either party may terminate this Agreement, with the termination date being the date of condemnation.
4. If the Building remains unharmed and the Premises is only partially condemned, then either party may terminate this Agreement with the termination date being the date of condemnation. If this Agreement is not terminated, then the Tenant will only be responsible for paying the Base Rental Fee and Concession Fee for the portion of the Premises that is still tenable.

#### C. SUBORDINATION, NON-DISTURBANCE, ATTORNMENT, AND ESTOPPEL.

1. At the request of the Landlord, the Tenant will sign a Subordination, Nondisturbance, and Attornment agreement (“**SNDA**”). The Tenant agrees to the following which will also be included in the SNDA:
  - a. SUBORDINATION. The Tenant’s interest under this Agreement is, at all times, subordinate to other present and future liens on the Building or Premises and any modifications, supplements, extensions, amendments, renewals, consolidations, and replacements of said liens.
  - b. NON-DISTURBANCE. If the ownership of the Building or Premises changes in any way, then the Tenant’s right to quiet enjoyment and other rights under this Agreement will not be disturbed or terminated, provided that this Agreement is in full force and effect and that there are no defaults by the Tenant.
  - c. ATTORNMENT. By signing this Agreement, the Tenant agrees to recognize any future owners of the Building or Premises as the Landlord and will continue



perform the obligations outlined in this Agreement until the termination or expiration of this Agreement to the full effect as with the original Landlord of this Agreement.

2. ESTOPPEL. At the Landlord's request the Tenant will execute an estoppel certificate addressed to the Landlord and Landlord's Mortgagee, or any third party that the Landlord requests. The Tenant will include the following in the estoppel certificate: the Effective Date and expiration date of this Agreement, the amounts that are to be paid under this Agreement, a statement that there have been no defaults on the part of the Landlord and that the Tenant has no claims against the Landlord, and any other information pertaining to this Agreement that the Landlord may request. However, the Tenant will not be obligated to sign any estoppel certificate if the Landlord is in material default of this Agreement.

## **SECTION 9. TERMINATION, DEPOSIT, AND OTHER LANDLORD REMEDIES.**

A. This Agreement may be terminated as provided by this Section.

1. Expiration of Term. This Agreement will automatically terminate at the end of the Initial Term of this Agreement or, if exercised by the Tenant, at the end of any Renewal Periods.
2. TERMINATION BY EITHER PARTY FOR CAUSE. Either party may terminate this Agreement if one party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision, the terminating party will provide written notice of the intent to terminate enumerating the failure for which the termination is being sought and provide at least 30 calendar days to the non-terminating party to cure such failure. If the Landlord terminates this Agreement pursuant to this provision, then the Tenant will surrender the Premises to the Landlord immediately after being provided 30 calendar days to cure the default.
  - a. If the Landlord terminates the lease for the fault of the Tenant, then the Tenant will owe the Landlord the remainder of the Base Rate Fee and Concession Fees for the term of the Agreement minus whatever the Landlord can recover. The Landlord will make a good faith attempt to mitigate damages in this instance.
  - b. If the Tenant terminates the lease for the fault of the Landlord, then the Tenant will only be responsible for paying the Base Rental Fee and Concession Fees until the date of termination.

- c. Abandonment of the Premises by the Tenant also constitutes a default under this Agreement.
3. **TERMINATION FOR CONVENIENCE.** Either party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least 30 calendar days before termination. If either party terminates this Agreement pursuant to this provision, the Landlord will allow the Tenant 30 days to return the Premises to the state the Tenant received it in and surrender the Premises to the Landlord. If the Landlord terminates this Agreement pursuant to this provision, the Tenant will be responsible for paying the amount that is due up until the date of termination. If the Tenant terminates this Agreement pursuant to this provision, the Tenant will pay the Base Rental Fee and Operational Costs that would be due until 30 days following the termination date. Regardless of the party that terminates this Agreement pursuant to this provision, the Landlord will return the Security Deposit to the Tenant minus any amount that is needed to repair damages to the Premises or to pay Base Rental Fees or any other fees accruing under the Agreement.
4. **TERMINATION AS PROVIDED IN OTHER PARTS OF THIS AGREEMENT.** This Agreement may be terminated as otherwise provided in other sections of this Agreement.
5. **TERMINATION NOT A RELEASE.** Termination by either party is not a release of any claims that the terminating party may be lawfully entitle to assert against the terminated party. Further, the terminated party is not relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

## **SECTION 10 RIGHTS AND OBLIGATIONS FOLLOWING EXPIRATION OR TERMINATION.**

- A. At the expiration of this Agreement or termination of this Agreement, the Tenant will surrender and return the Premises to the Landlord. The Tenant will surrender the Premises to the Landlord no later than the expiration or termination date of this Agreement. The Tenant will be responsible for paying the Landlord the Base Rental Fee while occupying the Premises to comply with the obligations under this section. Tenant will perform all obligations under this Section in accordance to all federal, state, and local laws and regulations. If the Tenant does not surrender the Premises over to the Landlord after the time enumerated in the provisions above, the Landlord may take possession of the Premises. The Tenant will be responsible for any costs incurred by the Landlord in retaking possession of the Premises.

B. In the event of default by Tenant under this Agreement, following all required notifications, the Landlord may:

1. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and/or
2. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.
3. If it appears that the Premises have been abandoned by the Tenant as defined by Chapter 93 of the Texas Property Code, then the Landlord may enter the Premises and may intentionally exclude the entrance of the Tenant to the Premises for the purpose of removing the contents of the Premises that were abandoned by the Tenant. The Landlord may remove and store the abandoned property of the Tenant to the Tenant's own expense. The Landlord will send a notice to the Tenant that the Landlord has the right to dispose of the Tenant's property if the Tenant does not claim the property within 60 days of the date the Landlord stored the property, pursuant to Chapter 93 of the Texas Property Code.
4. In the event of default in the payment by the Tenant to the Landlord as outlined by this Agreement, then the Landlord will have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to the Tenant which are placed in, or become a part of, the Premises, as security for payment due and to become due for the remainder of the Lease term. This lien is not in lieu of or does not in any way affect the statutory landlord's lien given by law, but is in addition to the statutory lien. Tenant grants to the Landlord a security interest in all of Tenant's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision are only effective to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Landlord agrees that the Landlord will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the

possession of Tenant, any sublessee or any assignee of the Tenant. If the Landlord exercises the option to terminate this Agreement as provided by this section, then the Landlord, after providing notice to Tenant as provided in this section of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Tenant's property on the Premises and sell it at public or private sale after giving Tenant reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as the Landlord deems best. The proceeds of the sale will be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Agreement, with the balance, if any, to be paid to the Tenant.

- C. In the event of a default by the Tenant the Landlord may perform all of Tenant's obligations which the Tenant failed to fulfill under this Agreement. The Landlord may deduct from any deposits paid by the Tenant any expenses incurred by the Landlord for performing obligations of the Tenant and/or the Landlord may invoice the Tenant for the costs incurred by the Landlord for performing the Tenant's obligations. The Tenant will pay any invoices received from the Landlord within 30 calendar days of receipt.

#### **SECTION 11. INDEMNIFICATION.**

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

## SECTION 12. INSURANCE.

A. **LIABILITY INSURANCE.** Tenant shall obtain, provide proof of, and maintain for the term or any holdover of this Lease:

1. Comprehensive General Liability Insurance in amounts not less than \$1,000,000 for bodily injury to one person for each occurrence, \$2,000,000 for bodily injury to more than one person for each occurrence, and \$1,000,000 for property damage for each occurrence.
2. Comprehensive Pollution Liability Insurance in amounts not less than \$1,000,000 for each occurrence, which insurance shall cover, at a minimum, bodily injury, property damage, including natural resource damage, loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, removal, storage, disposal, and or use of the pollutant, and defense costs, including costs and expenses incurred in the investigation, defense, or settlement of claims, all covering the Premises and surrounding the Landlord's property.

B. **FIRE AND OTHER RISKS INSURANCE.** Tenant, at the Tenant's sole cost and expense, will insure all improvements made on the Premises and personal property of the Tenant against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation ("**Full Insurable Value**") throughout the term of this Agreement. If a dispute arises as to the Full Insurable Value and cannot be resolved by the Tenant and the Landlord, then the Tenant will conduct an appraisal of the Premises and Improvements at the Tenant's own expense. The Tenant will ensure the appraiser is approved by the Landlord.

C. Tenant will maintain the insurance policies described above throughout the Initial Term, the Extension Term, and any Holdover period of this Agreement. The Tenant will ensure that all policies comply with the following:

1. The Tenant may provide the insurances required in this section in more policies of insurance, the form of which must be approved by the City's Risk Manager.
2. Prior to taking possession of the Premises, the Tenant will provide the City copies of all insurance policies along with all endorsements and certificates of insurance. If the Tenant is providing insurance policies to the Landlord for Improvements made after taking possession of the Premises, then the Tenant will provide the insurance policies along with all endorsements and certificates of insurance to the Landlord before the

Improvements are completed. All policies will provide through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without 30 calendar days prior written notice to the Landlord.

3. The Tenant will provide the City all certificates evidencing renewal of replacement of said policies of insurance at least 15 calendar days prior to the expiration or cancellation of any such policies.
4. The issuer of any policy must have a certificate of authority to transact insurance business in the State of Texas. Each issuer must be responsible, reputable, and have financial capability consistent with the risks covered. The City may reject an issuer if an insurance policy in the City's sole discretion.
5. Each policy, must name the City of El Paso (and their elected and appointed officials, officers, agents and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Agreement.
6. Tenant will obtain the prior written approval if the City's Risk Manager for any deductibles, aggregate caps, and endorsements on any insurance policy required under this Agreement.

### **SECTION 13. 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 Tenant and the Landlord. As such, the Landlord is not subject to the liabilities or obligations the Tenant 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 either in person, e-mail, or in writing postmarked and delivered by certified mail. All notices that are mailed are considered received 3 business days after the postmark date. All notices that are delivered in person or by e-mail are considered received on the date sent to the addresses

or persons listed below. Parties may change their addresses or designated persons 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:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: Real Estate Division 218 N. Campbell St., 3 <sup>rd</sup> Floor El Paso, Texas 79901 Email: realestate@elpasotexas.gov
To the Tenant:	Holguin Productions, LLC Attn: Ruben Holguin Cuellar Address: 6628 Paseo Redondo El Paso, Texas 79912 Email: rholguin@rachef.com

- E. **CONFIDENTIALITY.** The Tenant 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 Landlord is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City 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. If applicable, then the Tenant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- L. AUDITING RECORDS FOR THE SPECIFIC PROJECT. The Tenant will allow the Landlord to inspect and copy all records pertaining to the Purpose to be performed on the Premises provided in this Agreement.
- M. 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.
- N. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Landlord and the Tenant, and the Tenant'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.
- O. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- P. PROVISIONS SURVIVING THIS AGREEMENT. Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- Q. REPRESENTATIONS AND WARRANTIES. The Tenant warrants to the Landlord that the Tenant has all required licenses, permits, and expertise to perform the Purpose of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- R. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following pages)



**CITY OF EL PASO:**

\_\_\_\_\_  
Cary Westin  
Interim City Manager

**APPROVED AS TO FORM:**

Karla Saenz  
Karla Saenz  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Mary Lou Espinoza  
Mary Lou Espinoza  
Capital Assets Manager

(Acknowledgement)

STATE OF TEXAS            )  
COUNTY OF EL PASO    )

This Instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Cary Westin, as Interim City Manager of the City of El Paso, a municipal corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas

Notary's Commission Expires:  
Notary's Name (printed)

\_\_\_\_\_

(Tenant's Signature on following page)

**TENANT:**

Holguin Productions, LLC

Name: Ruben Holguin Cuellar

Title: Owner

(Acknowledgement)

STATE OF TEXAS )

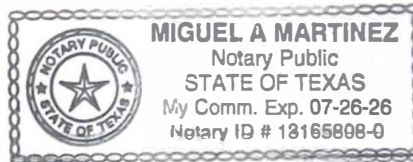
)

COUNTY OF EL PASO )

This Instrument was acknowledged before me on the 3<sup>RD</sup> day of August, 2023, by Ruben H. Cuellar, as owner of the business, on behalf of Holguin Productions LLC.

Miguel A. Martinez  
Notary Public, State of Texas

Notary's Commission Expires:  
Notary's Name (printed)





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1399, **Version:** 1

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### **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**

El Paso Water, Art Duran, (915) 594-5549

#### **AGENDA LANGUAGE:**

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

An Ordinance authorizing the issuance of "City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A" in the aggregate principal amount of \$8,680,000 to the Texas Water Development Board to finance certain wastewater system improvements; and resolving matters which are necessary to effect such issuance.

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

**DEPARTMENT:** El Paso Water Utilities Public Service Board

**AGENDA DATE:** Introduction and Public Hearing- October 24, 2023

**CONTACT PERSON/PHONE:** Art Duran, El Paso Water Utilities Chief Financial Officer  
(915) 594-5549

**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT:** APPROVE the following Ordinance

An Ordinance authorizing the issuance of “City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A” in the aggregate principal amount of \$8,680,000 to the Texas Water Development Board to finance certain wastewater system improvements; and resolving matters which are necessary to effect such issuance (**All Districts**) [Arturo Duran, El Paso Water (915) 594-5549][Public Hearing Date: October 24, 2023]

**BACKGROUND / DISCUSSION:**

EPWater is requesting the City Council of the City of El Paso to authorize the issuance of “City of El Paso, Texas, Water and Sewer Revenue Improvement and Refunding Bonds, Series2023A” in the amount of \$8,680,000 to the Texas Water Development Board to finance certain wastewater system improvements.

EPWater finds that it is in the best interest of the ratepayers to pursue this financing.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

Yes, on March 19, 2019, City Council approved \$1,415,000 of City of El Paso, Texas Water and Sewer System Revenue Refunding Bonds, Series 2019, through the Economically Distressed Areas Program.

**AMOUNT AND SOURCE OF FUNDING:**

This item will be funded through the sale of City of El Paso, Texas Water and Sewer System Revenue Improvement and Refunding Bonds, Series 2023A.

**BOARD / COMMISSION ACTION:**

The El Paso Water Utilities Public Service Board approved a Resolution on September 13, 2023, requesting City Council to authorize the issuance of \$8,680,000 of City of El Paso Water and Sewer System Revenue Bonds Series 2023A through the Economically Distressed Areas Program Account of the Texas Water Development Fund II to finance first-time customer wastewater connections for the residents of the Montana Vista Colonia.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ART DURAN TO PICK UP THE DOCUMENTS AT (915) 594-5549. THANK YOU.**

---

ORDINANCE NO. \_\_\_\_\_

AUTHORIZING THE ISSUANCE OF

CITY OF EL PASO, TEXAS,  
WATER AND SEWER REVENUE BONDS,  
SERIES 2023A

Adopted: October 24, 2023

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<b>EXHIBIT C</b>	Paying Agent/Registrar Agreement ..... B-1
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AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EL PASO, TEXAS, WATER AND SEWER REVENUE BONDS, SERIES 2023A” IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,680,000 TO THE TEXAS WATER DEVELOPMENT BOARD TO FINANCE CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Texas Government Code, Chapter 1502, as amended (“Chapter 1502”), the City of El Paso, Texas (the “City”), has previously issued waterworks and sewer system revenue bonds (the “Previously Issued Senior Lien Bonds”) payable from and secured by a first and superior lien on and pledge of the net revenues of the City’s combined waterworks and sewer system (the “System”); and

WHEREAS, the Public Service Board (the “Board”), acting on behalf of the City, has filed an application seeking financial assistance in the amount of \$28,930,096 from the Economically Distressed Areas Program Account of the Texas Water Development Fund II to finance certain wastewater system improvements, identified as Project No. 10438; and

WHEREAS, the Texas Water Development Board has adopted a resolution approving a commitment to the Board, acting on behalf of the City, for financial assistance in the form of the proposed purchase of \$8,680,000 of “City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A,” and a grant of \$20,250,096; and

WHEREAS, there has been filed with the City Council one or more resolutions adopted and approved by the Board requesting the City Council to approve the issuance and sale of the City’s revenue bonds for the purpose of financing certain wastewater System improvements, and the City Council hereby finds and determines that it is in the best interest of the City and the System to approve the issuance and sale of the City’s revenue bonds; and

WHEREAS, in the ordinances authorizing the Previously Issued Senior Lien Bonds, the City reserved the right and option to issue, under certain conditions, “Additional Bonds” on a parity as to lien and right with such bonds; and

WHEREAS, a public hearing was held, following proper publication of notice thereof, before the City Council with respect to the adoption of this Ordinance; and

WHEREAS, the City Council has found and determined that the bonds herein authorized should be issued, in one series, on a parity with its Previously Issued Senior Lien Bonds, for the purposes aforesaid, pursuant to this Ordinance and as permitted by the General Laws of the State of Texas, particularly Chapter 1502; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place, and purpose of such meeting was given as required by Texas Government Code, Chapter 551, as amended;

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

## ARTICLE 1

### DEFINITIONS, FINDINGS, AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Additional Bonds” means the additional revenue bonds permitted to be issued on a parity with the Bonds and the Previously Issued Senior Lien Bonds by Section 10.03(a) of this Ordinance.

“Application” means the Economically Distressed Areas Program Project Application filed with the TWDB by the Board on behalf of the City on February 3, 2023, requesting financial assistance for the Project, as further described in such Application.

“Board” or “Board of Trustees” means that certain board of trustees known as the “Public Service Board” heretofore established for the purpose of managing the System, and other water utilities of the City, as represented by the various persons appointed from time to time.

“Bond” means any of the Bonds.

“Bonds” means the City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A, authorized by Section 3.01 of this Ordinance.

“Bond Counsel” means a firm of nationally recognized attorneys experienced in the issuance of bonds and acceptable to the City, initially Norton Rose Fulbright US LLP.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Chapter 1502” means Texas Government Code, Chapter 1502, as amended.

“City” means the City of El Paso, Texas, and with respect to those matters requiring action regarding the authority and control of management and operation of the System or the expenditure and application of the System’s revenues, “City” shall mean the Board acting on behalf of the City.

“City Council” means the governing body of the City of El Paso, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Dated Date” means the date designated as the Dated Date by Section 3.02 of this Ordinance.

“Depository Bank” means any financial institution duly designated by the Board to serve as a depository for funds controlled by the Board.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office in St. Paul, Minnesota, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company, New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Escrow Agent” means BOKF, NA.

“Escrow Agreement” means the Escrow Agreement by and between the City and the Escrow Agent, dated as of October 24, 2023, pertaining to the deposit of the proceeds of the Bonds.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Government Obligations” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by an agency or instrumentality of the United States of America and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Grant” means the grant by the TWDB of \$20,250,096 from the Economically Distressed Areas Program Account of the Texas Water Development Fund II, as more specifically set forth in the Application and in recommendations of TWDB's staff.

“Gross Revenues” means all of the revenues of every nature received through the operation of the System.

“Improvement Fund” means the fund by such name described in Section 8.01(a)(iv) hereof.

“Initial Bond” means the Initial Bond authorized by Section 3.04 of this Ordinance.

“Interest and Sinking Fund” means the fund by that name described in Section 8.01(a)(ii) hereof.

“Interest Payment Date” means the date or dates on which interest on the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing March 1, 2024.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the Gross Revenues less the Operation and Maintenance Expenses.

“Note Payment Fund” means the fund so designated in Section 8.01(b) hereof.

“Operation and Maintenance Expenses” means the reasonable and proper expenses of operating and maintaining the System, including all salaries, labor, materials, repairs, and extensions necessary to render efficient service; provided, however, that only such repairs and extensions as are necessary to keep the System in operation or which are necessary to meet some physical accident or condition that would otherwise impair the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds shall be included as Operation and Maintenance Expenses.

“Owner” means the person who is the registered owner of a Bond or Bonds.

“Paying Agent/Registrar” means BOKF, NA, or any successor thereto or replacement therefor, as provided in this Ordinance.

“Previously Issued Senior Lien Bonds” means the outstanding bonds of the following issues of the City (such bonds being designated as “Previously Issued Bonds” in ordinances adopted prior to March 1, 1993):

(1) Water and Sewer Revenue Bonds, Series 2003A, authorized by ordinance duly passed and approved August 26, 2003;

(2) Water and Sewer Revenue Refunding Bonds, Series 2014, authorized by ordinance duly passed and adopted on January 7, 2014;

(3) Water and Sewer Revenue Refunding Bonds, Series 2015, authorized by ordinance duly passed and adopted on December 2, 2014;

(4) Water and Sewer Revenue Bonds, Series 2015A, authorized by ordinance duly passed and adopted on June 16, 2015;

(5) Water and Sewer Revenue Bonds, Series 2015B, authorized by ordinance duly passed and adopted on October 27, 2015;

(6) Water and Sewer Revenue Refunding Bonds, Series 2015C, authorized by ordinance duly passed and adopted on October 27, 2015;

(7) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2016, authorized by ordinance duly passed and adopted on June 28, 2016;

(8) Water and Sewer Revenue Bonds, Series 2016A, authorized by ordinance duly passed and adopted on October 18, 2016;

(9) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2017, authorized by ordinance duly passed and adopted on September 5, 2017;

(10) Water and Sewer Revenue Bonds, Series 2017A, authorized by ordinance duly passed and adopted on October 31, 2017;

(11) Water and Sewer Revenue Refunding Bonds, Series 2018, authorized by ordinance duly passed and adopted on October 30, 2018;

(12) Water and Sewer Revenue Bonds, Series 2019, authorized by ordinance duly passed and adopted on March 19, 2019;

(13) Water and Sewer Revenue Refunding Bonds, Series 2019A, authorized by ordinance duly passed and adopted on August 6, 2019;

(14) Water and Sewer Revenue Refunding Bonds, Series 2019B, authorized by ordinance duly passed and adopted on August 6, 2019;

(15) Water and Sewer Revenue Refunding Bonds, Series 2020, authorized by ordinance duly passed and adopted on August 4, 2020;

(16) Water and Sewer Revenue Refunding Bonds, Taxable Series 2020A, authorized by ordinance duly passed and adopted on August 4, 2020;

(17) Water and Sewer Revenue Refunding Bonds, Series 2021, authorized by ordinance duly passed and adopted on March 2, 2021;

(18) Water and Sewer Revenue Refunding Bonds, Taxable Series 2021A, authorized by ordinance duly passed and adopted on March 2, 2021;

(19) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2022, authorized by ordinance duly passed and adopted on March 29, 2022;

(20) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2022A, authorized by ordinance duly passed and adopted on August 2, 2022; and

(21) Water and Sewer Revenue Improvement and Refunding Bonds, Series 2023, authorized by ordinance duly passed and adopted on April 25, 2023.

“Project” means the wastewater System improvements that are being funded from proceeds of the Bonds and the Grant and known as Project No. 10438, as more fully described in the Application.

“Record Date” means with respect to each interest payment date the fifteenth day of the month next preceding such interest payment date.

“Register” means the Register specified in Section 3.06(a) of this Ordinance.

“Reserve Fund” means the fund by that name described in Section 8.01(a)(iii) hereof.

“Reserve Fund Requirement” means the amount that is equal to the average annual principal and interest requirements on the Bonds, the Previously Issued Senior Lien Bonds, and any Additional Bonds at any time outstanding.

“Revenue Fund” means the Waterworks and Sewage Fund established in Section 8.01(a)(i) hereof.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Subordinate Lien Obligations” shall mean the obligations of the City under the City’s Commercial Paper Notes, Series A and the documents pertaining thereto.

“System” means the complete waterworks plant and system of the City as they now exist and may be improved, added to, or extended hereafter, and the complete sewer system of the City as it now exists and may hereafter be improved, added to, or extended, there being included in such term all water and sewer facilities now or hereafter owned or operated by the City, lying within and without the boundaries of the City, and including all real estate and real and personal property of every kind and nature comprising any part of or used or useful in the operation of the water and sewer facilities of the City.

“TWDB” means the Texas Water Development Board.

Section 1.02 Findings. The declarations, determinations, and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles, and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

## ARTICLE 2

### SECURITY FOR THE BONDS

Section 2.01 Security for the Bonds. The Bonds, the Previously Issued Senior Lien Bonds, and any Additional Bonds, both principal and interest, are and shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Net Revenues.

Section 2.02 Limited Obligations. The Bonds, the Previously Issued Senior Lien Bonds, and any Additional Bonds, are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City. Neither the Bonds, the Previously Issued Senior Lien Bonds, nor the Additional Bonds shall ever be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest. The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds, the Previously Issued Senior Lien Bonds or Additional Bonds are outstanding and unpaid, the City shall take all actions required in order to preserve for the Owners of the Bonds, the Previously Issued Senior Lien Bonds or Additional Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

## ARTICLE 3

### AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization. The City's revenue bonds to be designated the "City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1502, and the Charter of the City. The Bonds shall be issued in the aggregate principal amount of \$8,680,000 for the purposes of (i) financing the Project and (ii) to the extent specified in accordance with Section 9.01(b) hereof, paying costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities, Numbers, and Interest.

(a) The Bonds shall be dated as of November 1, 2023 (the "Dated Date"). The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:



<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rates (%)</u>
2025	320,000	3.070
2026	330,000	2.950
2027	340,000	2.870
2028	350,000	2.830
2029	360,000	2.830
2030	370,000	2.830
2031	380,000	2.830
2032	390,000	2.830
2033	400,000	2.870
2034	410,000	3.070
2035	425,000	3.300
2036	440,000	3.490
2037	455,000	3.660
2038	470,000	3.810
2039	490,000	3.950
2040	505,000	3.990
2041	530,000	4.030
2042	550,000	4.060
2043	570,000	4.090
2044	595,000	4.130

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the later of the Closing Date or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024, computed on the basis of a 360-day year of twelve 30-day months.

### Section 3.03 Medium, Method, and Place of Payment

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, first class United States mail, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements; provided, however that as long as the Owner of the Bonds is the TWDB, payments of principal of and interest on the Bonds shall be made by wire transfer at no cost to the TWDB.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Initial Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk or Alternate City Clerk as of the date of adoption of this Ordinance, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(a) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in Exhibit B attached hereto, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in Exhibit B attached hereto, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which

certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that they are valid and binding special obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(c) On the Closing Date, one Initial Bond, payable in stated installments to the TWDB or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Alternate City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts will be delivered to the TWDB or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Sections 3.09 and 3.10.

#### Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment of the interest thereon (subject to the terms of this Ordinance requiring the Paying Agent/Registrar to make payments of interest to the person who is the registered owner on the Record Date or the Special Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

#### Section 3.06 Registration, Transfer, and Exchange

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with a guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible, the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the

Paying Agent/Registrar, for a Bond or Bonds of like series, of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds of like series, having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall be of like series, of the same tenor and shall have the same maturity date and bear interest at the same rate and in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration of the Bonds and the subsequent exchange of the Bonds pursuant to the provisions hereof. However, the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein to the extent such fees and charges are payable hereunder by the City.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

### Section 3.07 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement.

(b) Each substitute Bond issued in exchange for or replacement of (pursuant to the provisions of Section 3.09 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued

or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Texas Government Code, Chapter 1201, as amended, the duty of exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

### Section 3.08 Temporary Bonds.

(a) Pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance. The City, without unreasonable delay, shall prepare, execute, and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

### Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like series, of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed, or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save each of them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Bond, may pay such Bond on the date on which such Bond becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

#### Section 3.10 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as the nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and

interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as the nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as the nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket representation letter of the City to DTC.

## ARTICLE 4

### REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article.

Section 4.02 Optional Redemption.

(a) The Bonds having Stated Maturities on and after March 1, 2035, shall be subject to redemption prior to maturity, at the option of the City, in whole or in part (in inverse order of Stated Maturities, if less than all the outstanding Bonds are to be redeemed), in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on March 1, 2034, or on any date thereafter at the redemption price of par plus accrued interest to the date of redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and

shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least 45 days before the redemption date (unless a shorter period shall be satisfactory to the Paying Agent/Registrar), shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

#### Section 4.03 Partial Redemption.

(a) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with the provisions of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

#### Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or portion thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing of such notice.

(b) The notice shall state, among other things, the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, that the Bonds so called for redemption shall cease to bear interest after the redemption date, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.



#### Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount received by the Paying Agent/Registrar sufficient to pay the principal of and accrued interest on such Bonds.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar, on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, and accrued interest on such Bond from the moneys set aside for such purpose.

#### Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in the payment of the principal thereof or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If any Bond or portion thereof called for redemption is not so paid upon presentation and surrender thereof for redemption, such Bond or portion thereof shall continue to bear interest at the rate stated on the Bond until paid or until due provision is made for the payment of same.

Section 4.07 Lapse of Payment. Money set aside for the redemption of Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

### ARTICLE 5

#### PAYING AGENT/REGISTRAR

##### Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) BOKF, NA, a national banking association organized under the laws of the United States of America authorized to do business in the State of Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Mayor, Mayor Pro Tem, President/Chief Executive Officer of the System, Vice President of Financial and Management Services of the System, or the Chief Financial Officer of the System are each authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar substantially in the form attached hereto as **Exhibit C.**

Section 5.02 Qualifications of Paying Agent/Registrar. Each Paying Agent/Registrar shall be a commercial bank, a national banking association trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination of Paying Agent/Registrar. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/ Registrar.

Section 5.05 Notice of Change of Paying Agent/Registrar to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement of Paying Agent/Registrar to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

## ARTICLE 6

### FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear thereon, (i) shall be substantially in the form set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds shall be substantially as set forth in **Exhibit B** attached hereto.

Section 6.03 CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on each Bond over the certification of the City Clerk or Alternate City Clerk of the City, which certification may be executed in facsimile.

Section 6.05 Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

## ARTICLE 7

### PUBLIC SERVICE BOARD

#### Section 7.01 Public Service Board.

(a) Pursuant to the authority contained in Texas Government Code, Section 1502.071, as amended, during such time as any of the Bonds herein authorized are outstanding and unpaid, the Board shall have complete authority and control of the management and operation of the System.

(b) The Board shall consist of seven members, one of whom shall be the Mayor of the City who shall ex officio be one member of the Board. Each term of office shall be four years with no member being appointed to more than two consecutive terms. To the extent not prohibited by State law, each member shall continue to serve until his or her successor is appointed and qualified, or for a maximum of 60 days after the expiration of such term, whichever event occurs first. After that time, a vacancy on the Board shall exist, and the former member shall have no power to vote or participate in Board proceedings, but such vacancy shall not serve to reduce the number of members required for a quorum.

Each vacancy in Board membership, whether occasioned by expiration of office or otherwise, shall be filled by the City Council from three persons eligible to serve as Board members and presented to City Council. A selection committee selected by the City Council and

comprised of the Board and such additional members as appointed by the City Council shall agree upon and submit to City Council the names of such three eligible persons.

Any member of the Board, other than the Mayor, who shall be continuously absent from all meetings of the Board for a period of three consecutive months shall, unless he or she shall be granted leave of absence by the unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause. As City Council appointees, members of the Board are subject to the City's ethics ordinance, Chapter 2.92 of the City Code of the City, as amended, and must comply with the applicable provisions contained therein.

(c) The Board shall elect one of its own members as Chairman and one as Vice-Chairman and appoint a Secretary and a Treasurer or a Secretary-Treasurer, who may, but need not, be a member or members of the Board. The Board may make such regulations or any by-laws for the orderly handling of its affairs as it may in its discretion see fit and shall thereafter, subject to the pertinent laws of the State of Texas, operate and manage the System with the same freedom and in the same manner as are ordinarily enjoyed by the Board of Directors of a private corporation operating properties of a similar nature.

Subject to the provisions and restrictions contained in this Ordinance, all of which shall be binding on the Board, the Board shall have complete authority and control of the management and operations of the System and the expenditure and application of its revenues.

(d) The Board shall elect or appoint all officers and employees which it may consider desirable, including a President/Chief Executive Officer of the System. The President/Chief Executive Officer shall be responsible to appoint officers and employees that directly report to the President/Chief Executive Officer, including an attorney or attorneys, vice president(s), and such other personnel that directly report to the President/Chief Executive Officer. All other officers and employees, except members of the Board, the President/Chief Executive Officer, attorneys, vice president(s), and persons directly reporting to the President/Chief Executive Officer or vice president(s), shall serve under the City Civil Service provisions as are or may be established by the Charter of the City or the laws of Texas, and the Board shall have the same authority with respect to such officers and employees as that of the City Council with respect to other officers and other employees of the City. The Board shall obtain and keep continually in force an employers' fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount not to exceed \$50,000.

(e) The members of the Board, other than the Mayor, shall, for each meeting attended, receive the sum of \$20.00, except that the amount so paid to any member of the Board in any fiscal year shall not exceed \$5,000. The members of the Board shall not personally be liable for any act or omission not willfully fraudulent or committed in bad faith.

## ARTICLE 8

### FUNDS; FLOW OF FUNDS

#### Section 8.01 Special Funds.

(a) The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special funds heretofore established are reaffirmed and shall be maintained at the Depository Bank so long

as any of the Bonds, the Previously Issued Senior Lien Bonds, or any Additional Bonds are outstanding and unpaid, to-wit:

- (i) “City of El Paso, Texas, Water and Sewer Revenue Bonds Waterworks and Sewage Fund” (herein called the “Revenue Fund”);
- (ii) “City of El Paso, Texas, Water and Sewer Revenue Bonds Interest and Sinking Fund” (herein called the “Interest and Sinking Fund”);
- (iii) “City of El Paso, Texas, Water and Sewer Revenue Bonds Reserve Fund” (herein called the “Reserve Fund”); and
- (iv) “City of El Paso, Texas, Water and Sewer System Improvement Fund” (herein called the “Improvement Fund”).

The Interest and Sinking Fund and the Reserve Fund shall be held in trust solely for the benefits of the Owners and the Owners of the Previously Issued Senior Lien Bonds, the Bonds and any Additional Bonds.

(b) The “City of El Paso, Texas Water and Sewer System Note Payment Fund” (the “Note Payment Fund”) heretofore created by the ordinance authorizing the City’s Commercial Paper Notes, Series A, herein referred to as the “Subordinate Lien Obligations,” is hereby reaffirmed.

Section 8.02 Revenue Fund. All Gross Revenues shall be deposited from day to day as collected into the Revenue Fund. Moneys on deposit in the Revenue Fund shall first be used to pay all Operation and Maintenance Expenses. The revenues of the System not actually required to pay Operation and Maintenance Expenses (the “Net Revenues”) shall be transferred from the Revenue Fund to the other Funds in this Ordinance, in the order of priority, in the manner, and in the amounts set forth below:

(a) Interest and Sinking Fund. In addition to the deposits required by ordinances authorizing the Previously Issued Senior Lien Bonds, there shall be deposited into the Interest and Sinking Fund the following:

- (i) such amounts, in equal monthly installments, commencing on the first day of the month next following the month of Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next interest payment date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and
- (ii) such amounts, in equal monthly installments, commencing on the first day of the month next following the month of Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds, including any scheduled mandatory redemption of Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds, and any Additional Bonds as such principal matures and such interest becomes due.

(b) Reserve Fund. So long as the funds on deposit in the Reserve Fund created for the benefit of the Bonds, the Previously Issued Senior Lien Bonds, and all Additional Bonds are equal to the Reserve Fund Requirement, no deposits need to be made to the credit of the Reserve Fund;

but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall transfer from the Net Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on the first day of each month, such amounts in equal monthly installments to accumulate within at least five years and one month a sum equal to the Reserve Fund Requirement. The money on deposit in the Reserve Fund may be used to pay the principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds at any time there are not sufficient funds on deposit in the Interest and Sinking Fund for such purpose.

In accordance with the procedures specified in the preceding paragraph, the City hereby directs that the deposits, if any, being made to the Reserve Fund be increased to accumulate in the Reserve Fund within five years and one month from the date of the Bonds an amount equal to the Reserve Fund Requirement.

(c) Note Payment Fund. In addition to the foregoing deposits, in order to provide for the payment of and security for any Subordinate Lien Obligations, there shall be deposited to the Note Payment Fund amounts sufficient to pay when due the principal of and interest on the Subordinate Lien Obligations.

(d) Payment to the City's General Fund. At the end of each month there shall be paid to the City Treasurer for deposit to the City's General Fund from any money which may remain in the Revenue Fund after all payments required to be paid from such Fund in such month have been made and all deficiencies accumulated from prior months have been remedied, such amounts as will result in there having been paid to the City during each fiscal year, ten percent (10%) of the total received by the Board from the sale of water during the fiscal year.

(e) Improvement Fund. All money remaining in the Revenue Fund at the end of each month after all payments required to be made therefrom in such month have been made and all deficiencies accumulated from prior months have been remedied shall continue to be paid to the Improvement Fund established in connection with the System, and shall be held in and paid out from such Fund for the following purposes:

(i) To pay the cost of any special or extraordinary repairs or replacements to or of the properties comprising the System, properly payable with such money under the laws of the State of Texas, necessitated by reason of some emergency; and

(ii) To the extent permitted by law, for the making of extensions, improvements, and betterments of the System.

#### Section 8.03 Investment of Funds.

(a) Revenue Fund and Interest and Sinking Fund. The Funds hereinabove created shall be invested and secured in the manner required by State or federal law, including specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, as appropriate. Moneys on deposit in the Interest and Sinking Fund and the Revenue Fund shall be continually secured by the deposit of collateral securities having a market value at all times not less than the amount in such Fund. The money in the Interest and Sinking Fund and the Reserve Fund shall be held as a trust fund for the benefit of the Owners of the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds, the beneficial interest in which shall be regarded as existing in such owners. The Secretary of the Board shall require arrangements to be made with the Paying Agent/Registrar as will, to the extent of money in the Interest and Sinking Fund, and, if necessary, in the Reserve

Fund, assure the prompt payment of principal of and interest on the Bonds herein authorized as such principal and interest become due, except that by agreement with the Owners of any Bonds purchased on the open market for retirement, payment of principal and interest thereon due by reason of such purchase, may be made by the Paying Agent/Registrar to the Owners thereof upon surrender of Bonds. All Bonds so paid, redeemed, or purchased shall be canceled and shall not be subject to reissuance.

(b) Investment of Reserve Fund. To the extent permitted by applicable law, including specifically the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, moneys on deposit in the Reserve Fund may be invested and reinvested in direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by the United States Government, Federal Intermediate Credit Banks, Federal Land Banks, Federal National Mortgage Association, Federal Home Loan Banks, Banks for Cooperatives, or certificates of deposit, the payment of which are insured in full by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, which shall mature, or which shall be subject to redemption by the Owner thereof at the option of such Owner, not later than ten years after the date of investment. Any obligations in which money is so invested shall be kept in escrow and shall be promptly sold and the proceeds of sale applied to the making of payments required to be made from the Reserve Fund whenever such payments are necessary to be made under this Section. The deposits into the Reserve Fund shall be subordinate to those required to be made into the bond funds for the Previously Issued Senior Lien Bonds, the Bonds, and any Additional Bonds.

Section 8.04 Contributions in Aid of Construction. Any moneys that may be received by the Board that shall represent contributions in aid of construction shall be deposited in a separate account at the Depository Bank. Such contributions shall not be considered as part of the Gross Revenues of the System. Payments from such bank account shall be made only for the purposes for which the contributions were made, including any refunds that may become due to any contributor.

## ARTICLE 9

### DEPOSIT OF PROCEEDS; CONTROL AND DELIVERY OF BONDS

#### Section 9.01 Deposit of Proceeds.

(a) Immediately following the delivery of the Bond to the Purchaser, the proceeds of sale (less amounts, if any, to pay costs of issuance in accordance with Section 9.01(b) below) shall be deposited in the escrow account created pursuant to the Escrow Agreement and held in escrow pending written authorization to release such moneys in accordance with the Escrow Agreement.

(b) To the extent specified in written instructions from Hilltop Securities Inc., the City's Financial Advisor (the "Financial Advisor"), on the Closing Date, the Paying Agent/Registrar shall pay, from the proceeds of the Bonds received on the Closing Date, some or all of the costs and expenses of issuing the Bonds. To the extent the Financial Advisor receives some or all of such costs of issuance and such amount is not required or used for such purpose, such excess shall be returned to the City with instructions to deposit such funds to the Interest and Sinking Fund. In the event Bond proceeds are not used to pay the costs of issuing the Bonds, the Board shall use other lawfully available funds of the System to pay the costs of issuing the Bonds.

Section 9.02 Control and Delivery of Bonds.

(a) The Mayor, or in his absence, the Mayor Pro Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the TWDB under and subject to the general supervision of the City Manager or Interim City Manager of the City or the President/Chief Executive Officer of the System against receipt by the City of all amounts due the City under the terms of the sale.

ARTICLE 10

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Insurance. The City hereby agrees that it will carry, at all times, for the benefit of the Owners of the Bonds, such insurance on the System that is reasonably obtainable of the kinds and in the amounts that are usually carried by private companies operating similar properties and adequate to protect TWDB's interest in the Project. Such insurance may be provided by means of a self-insurance fund in which event deposits to such fund shall be a maintenance and operating expense of the System.

Section 10.02 Books and Records. The City hereby covenants and agrees that complete and proper books of records and account will be kept and that the Owners of any of the Bonds, or any duly authorized agent or agents of such Owners, shall have the right to inspect such records at all reasonable times. The Board will, within sixty (60) days following the close of each fiscal year, cause an audit of the books and accounts to be made by an independent firm of certified public accountants, and such audit will be available for inspection by the Owners of any of the Bonds.

Section 10.03 Additional Covenants.

(a) Additional Bonds. The City may issue "Additional Bonds" if the following conditions are met:

(i) the City is not then in default as to any covenant, condition, or obligation prescribed by an ordinance authorizing the issuance of any bonds payable from and secured by a first lien on and pledge of the Net Revenues;

(ii) the Additional Bonds are made to mature on March 1 or September 1 in each of the years in which they are scheduled to mature;

(iii) the net earnings of the System for any consecutive period of 12 months of the 15 months next preceding the month of the date of the Additional Bonds then to be issued, or for the City's completed fiscal year next preceding the date of such Additional Bonds, are equal to at least 1.25 times the maximum annual principal and interest requirements of all bonds to be outstanding after the issuance of the Additional Bonds, as such net earnings are shown by a report by a certified public accountant; and



(iv) the amount to be accumulated and maintained in the Reserve Fund shall be increased to an amount not less than the average annual requirements for the payment of principal of and interest on the Bonds, the Previously Issued Senior Lien Bonds, and the Additional Bonds, such additional amount to be accumulated in equal monthly installments during a period not to exceed five years and one month.

(b) Maintain and Operate System Efficiently. The City and the Board hereby covenant, respectively, that they will maintain and operate the System with all possible efficiency while any of the Bonds remain outstanding and faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(c) Rate Covenant. The Board hereby covenants that it will establish and maintain rates for water and sewer services supplied by the System that shall produce or yield revenues sufficient to pay maintenance and operating expenses of the System and an additional amount equal to 150% of the aggregate amount required to be paid in such year for principal and interest on all outstanding Previously Issued Senior Lien Bonds, the Bonds, and any Additional Bonds.

(d) Charges for Water and Sewer Service. The City and the Board hereby covenant that charges for sewer services will be made jointly with charges made for the sale of water and water services. Such charges shall be required to be paid by the customer at the same time. Water connections shall be permitted only on a metered basis.

(e) Enforcement.

(i) The City and the Board hereby respectively covenant, acting in the exercise of their respective police powers, to take all necessary action to require every owner, tenant, or occupant of each lot or parcel of land in the City which abuts upon a street or other public way containing a sewer line and upon which lot or parcel a building shall have been constructed for residential, commercial or industrial use to connect such building with the System and to cease using any other method for the disposal of sewage, sewage waste or other polluting matter. All such connections shall be made in accordance with the rules and regulations of the City and the Board, as may be adopted from time to time, which rules and regulations may provide for an inspection charge to assure the proper making of such connections.

(ii) The City and the Board hereby further covenant, respectively, to require the occupant of any premises, the owner or occupant of which shall be delinquent for more than thirty (30) days in the payment of sewer charges imposed hereunder, to cease to dispose of sewage or industrial or commercial wastes originating from or on such premises by discharge thereof into the System until such delinquent charges, together with all penalties relating thereto, shall have been paid. In order to enforce the provisions of this covenant and to prevent the creation of a health hazard, in the event any such occupant shall not cease such disposal, the supply and sale of water to such premises shall cease until such time as all delinquencies have been removed.

(iii) The Board will proceed immediately with a suit in assumpsit or similar action against such owner or occupant to recover the amount of any delinquent charges, together with penalties and with interest computed thereon at the rate of six percent (6%) per annum.

(iv) The Board will shut off the supply of water to any premises the owner or occupant of which shall be delinquent for more than thirty (30) days in the payment of any charges imposed hereunder.

(f) Nonimpairment of Lien. The City and the Board hereby covenant, respectively, to take no action or omit to take any action, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds on the revenues of the System might or could be lost or impaired, and that the Board will pay or cause to be paid, or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law be given precedence to, or an equality with the Bonds, the Previously Issued Senior Lien Bonds and any Additional Bonds as a lien or charge upon the revenues of the System or any part thereof; provided that nothing in this subsection (f) shall be construed to require the Board to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested.

(g) No Sale or Encumbrance of System. The City and the Board hereby covenant, respectively, that they will not in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until the Bonds, the Previously Issued Senior Lien Bonds, and any Additional Bonds shall have been paid in full as to both principal and interest; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property, which in the Board's judgment has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor or when the proceeds of such disposition of such property are placed in the Interest and Sinking Fund, in addition to all other amounts required to be placed in the Interest and Sinking Fund in the current fiscal year, and are used for the retirement of Bonds, Previously Issued Senior Lien Bonds, and any Additional Bonds in advance of their respective maturities.

(h) Payment to City from Sale of Land. An amount equal to five percent (5%) of the net proceeds from the sale of lands of the System shall be paid as received to the General Fund of the City and used for any lawful purpose.

(i) No Competing Systems. The City hereby covenants that it will not grant a franchise for the operation of any competing water or sewer system in the City until all Bonds, Previously Issued Senior Lien Bonds, and any Additional Bonds have been paid in full with respect to principal and interest.

(j) No Free Service. The Board hereby covenants that it will not permit free water or services to be supplied to the City or to any other user, and the City hereby agrees that it will pay from its general fund the reasonable value of all water and services obtained from the System by the City and all departments and agencies thereof.

#### Section 10.04 Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchaser against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds, as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds, as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary, or final Income Tax Regulation designed to supplement, amend, or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations, and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on (1) any Bond issued hereunder or (2) any series of bonds or obligations issued or incurred by the TWDB or the Texas Water Resources Finance Authority to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action that would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the TWDB and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the City Manager or Interim City Manager, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System, and/or the Chief Financial Officer of the System, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 10.05 Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article 10 shall survive the defeasance and discharge of the Bonds.

## ARTICLE 11

### DEFAULT AND REMEDIES

Section 11.01 Remedies in the Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by the Ordinance, or (b) defaults in the observance or performance of any other

of the covenants, conditions or obligations set forth in the Ordinance, the Owner or Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in the Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.02 Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

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

## ARTICLE 12

### DISCHARGE

Section 12.01 Discharge. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or the regulations adopted pursuant thereto.

All moneys so deposited with the Paying Agent/Registrar or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section, which is not required for

the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Obligations for the Government Obligations originally deposited, to reinvest the uninvested moneys on deposit for such defeasance, and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

## ARTICLE 13

### SALE AND DELIVERY OF BONDS; PRIVATE PLACEMENT MEMORANDUM

#### Section 13.01 Sale of Bonds – Private Placement Memorandum.

(a) The Bonds are hereby sold and awarded and shall be delivered to the TEXAS WATER DEVELOPMENT BOARD, as the purchaser of the Bonds, at the price of par, which shall be paid by the TWDB pursuant to the terms and provisions of the commitment issued by the TWDB in connection with the sale of the Bonds. Payment for the Bonds by the TWDB shall be made via wire transfer in immediately available funds. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall be registered in the name of Cede & Co., the TWDB's designee.

The Mayor, Mayor Pro Tem, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System, the Chief Financial Officer of the System, the City Clerk, and Alternate City Clerk of the City are each further authorized and directed to manually or electronically execute and deliver for and on behalf of the City a Private Placement Memorandum, prepared in connection with the offering of the Bonds to the TWDB.

(b) The City Manager or Interim City Manager, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System, the Chief Financial Officer of the System or any other officer of the City are each authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance.

(c) The obligation of the TWDB to accept delivery of the Bonds is subject to the TWDB being furnished with the final, approving opinion of Norton Rose Fulbright US LLP, as Bond Counsel for the City, which opinion shall be dated as of, and delivered on, the Closing Date. The prior engagement of such firm as Bond Counsel to the City in connection with the issuance of its System revenue bonds is hereby approved and confirmed.

## ARTICLE 14

### CONTINUING DISCLOSURE UNDERTAKING

#### Section 14.01 Annual Reports.

(a) The City shall cause the Board to provide annually to the MSRB (1) within six months after the end of each fiscal year (beginning with the fiscal year ending February 29, 2024) financial information and operating data with respect to the System of the general type described in **Exhibit A** hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the System, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year ending February 29, 2024). Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in **Exhibit A** hereto, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial statements and described in **Exhibit A** hereto by the required time and audited financial statements when and if such audited financial statements become available.

(b) If the Board changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Article.

(c) The financial information and operating data to be provided pursuant to this Article may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's internet website or filed with the SEC.

#### Section 14.02 Notice of Certain Events.

(a) The City will cause the Board to provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-



TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

- (vii) modifications to rights of Owners of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Board or City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Board or City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

For these purposes, (a) any event described above in Section 14.02(a)(xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Board or City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Board or City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Board or City, and (b) the City intends the words used in the immediately preceding subsections (a)(xv) and (a)(xvi) and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City hereby instructs the Board to notify the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this Article by the time required by this Article.

Section 14.03 Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Article

shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

#### Section 14.04 Limitations, Disclaimers, and Amendments

(a) The City, acting through the Board, shall be obligated to observe and perform the covenants specified in this Article with respect to the City, the Board, and the Bonds while, but only while, the City or the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City will cause the Board in any event to give notice required by Section 14.02 hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

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

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

(c) No default by the Board or the City in observing or performing its obligations under this Article shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board or the City under federal and state securities laws.

(e) Notwithstanding anything herein to the contrary, the provisions of this Article may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City or the Board, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners

and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

## ARTICLE 15

### SPECIAL PROVISIONS RELATING TO THE TEXAS WATER DEVELOPMENT BOARD ECONOMICALLY DISTRESSED AREAS PROGRAM

Section 15.01 Application of Article 15. The provisions of this Article shall apply so long as the Bonds, or any of them, are owned by the TWDB.

Section 15.02 Covenants to Abide with Rules. The City will abide by all applicable laws of the State of Texas and Rules of the TWDB relating to the loan of funds evidenced by the Bonds and the Project.

Section 15.03 Compliance with Texas Water Code. The City and Board shall comply with Texas Water Code § 16.356(a). Additionally, the City and the Board shall adequately enforce the authority granted to the City and the Board by Texas Water Code § 17.934(a)(2) to require and ensure that all property owners capable of receiving service from the system constructed with the funds provided by TWDB's resolution approving the Application are actually connected to the system constructed by such funds within a reasonable period of time not to exceed ninety (90) days from the date the City and/or the Board notifies the property owner that service is available; provided, however, that the Executive Administrator may extend this time upon written request for good cause shown.

Section 15.04 Tax Covenants. The City will not take, or omit to take, any action which action or omission would adversely affect the excludability for federal income tax purposes of interest payable on the Bonds or on any series of bonds issued by the TWDB.

Section 15.05 Use of Unexpended Funds. Any proceeds of the Bonds remaining unexpended after completion of the Project and after completion of a final accounting shall be used in a manner approved by the Executive Administrator of the TWDB.

#### Section 15.06 Approval of Escrow Agreement.

(a) The Escrow Agreement, in substantially the form attached hereto as **Exhibit D**, and its execution and delivery by the Mayor, Mayor Pro Tem, President/Chief Executive Officer of the System, any Vice President of the System, the Chief Financial Officer of the System, or the City Manager or Interim City Manager, is hereby authorized and approved. The signature of the Mayor, Mayor Pro Tem, President/Chief Executive Officer of the System, any Vice President of the System, or the City Manager or Interim City Manager may be attested to by the City Clerk, Chief Financial Officer of the System, or other officer of the System.

(b) As provided in the Escrow Agreement, the proceeds of sale of the Bonds held in escrow shall only be invested in investments that are authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

(c) As provided in the Escrow Agreement, the proceeds of sale of the Bonds held in the Escrow Account, and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of the Escrow Agreement, shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Chapter 2257, Texas Government Code, as amended.

Section 15.07 Approval of Grant Agreement. The agreement between the City and the TWDB, reflecting the terms of the Grant, in a form promulgated by the TWDB, is hereby approved. Each of the Mayor, Mayor Pro Tem, President/Chief Executive Officer of the System, any Vice President of the System, the Chief Financial Officer of the System, or the City Manager or Interim City Manager is hereby authorized to sign such agreement. All prior action of the Board and City officials, employees, and agents taken in connection with the approval or acceptance of the Grant is hereby approved and ratified.

Section 15.08 Further Covenants.

(a) The City shall maintain current, accurate and complete records and accounts.

(b) The City will not use any portion of the proceeds of the Bonds in a manner that would cause the Bonds to become “private activity bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(c) The City will not use Bond proceeds to acquire or replace funds that were used, directly or indirectly, to acquire Nonpurpose Investments that produce a yield materially higher than the yield on the TWDB’s bonds that were issued to provide financing for the loan of the TWDB (the “Source Series Bonds”) to the City, evidenced by the Bonds, other than Nonpurpose Investments acquired with

(i) proceeds of Source Series Bonds invested for a reasonable temporary period of up to three (3) years (reduced by the period of investment by the TWDB) after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

(ii) amounts invested in a bona fide debt service fund, within the meaning of §1.148-1(b) of Regulations (as defined in Section 10.04 hereof); or

(iii) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Bonds, 125% of average annual debt service on the Bonds, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Bonds.

(d) Neither the Board, the City, nor a related party will acquire any of the Source Series Bonds in an amount related to the amount of the Bonds to be acquired from the Board or the City by the TWDB.

(e) The City shall comply with any special conditions specified by the TWDB Executive Administrator's environmental determination for the Project until all financial obligations to the State have been discharged.

(f) The City shall report to the TWDB the amounts of Project funds, if any, that were used to compensate historically underutilized businesses that worked on the Project, in accordance with 31 TAC § 363.1312.

Section 15.09 Indemnification. Loan proceeds shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site, and the City, acting through the Board, will, to the extent permitted by law, indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport and/or removal and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the Project.

Section 15.10 TWDB Remedies. The TWDB may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 15.11 TWDB Requirements. The City hereby instructs the Board to make all required filings with the TWDB as required by this Ordinance, and administer the Project on a basis consistent with this Ordinance and the TWDB requirements set forth herein. The Board is hereby authorized to establish any additional funds or accounts for the deposit of Bond and/or Grant proceeds necessary to comply with TWDB requirements.

Section 15.12 Application. All prior action of the Board and City officials, employees, and agents taken in connection with the preparation and filing of the Application is hereby approved and ratified.

Section 15.13 Final Accounting. In compliance with the published rules and regulations of the TWDB, the City agrees and covenants that, upon completion of the Project, the proper officials of the City and the Board promptly shall cause to be prepared and submitted to the TWDB (i) a final accounting of the total costs of the Project and the expenditure of funds therefor and (ii) a copy of the construction plans for the Project as built and completed. In addition to other information required by the TWDB, such final accounting shall identify (i) all funds utilized or represented to be available in the City's application, from whatever source derived, and (ii) all Project costs contained and approved in the City's application to the TWDB or approved in subsequent change orders.

Section 15.14 Use of Iron and Steel Products. The City and the Board will abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States, as required by Texas Water Code § 17.183.

## ARTICLE 16

### MISCELLANEOUS

#### Section 16.01 Amendment to Ordinance.

(a) ***Amendments Without Consent.*** This Ordinance and the rights and obligations of the City and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Previously Issued Senior Lien Bonds, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance, upon receipt by the City of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Previously Issued Senior Lien Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Previously Issued Senior Lien Bonds; or

(v) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of outstanding Previously Issued Senior Lien Bonds.

Notice of any such amendment may be published by the City in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Ordinance, the owners of outstanding Bonds aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Ordinance which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Ordinance or in the Bonds so as to:

- (i) Make any change in the maturity of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by outstanding Bonds;

- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(c) **Notice.** If at any time the City shall desire to amend this Ordinance other than pursuant to subsection (a) of this Section, the City shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Bonds affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the City Clerk or Alternate City Clerk for inspection by all owners of Bonds.

(d) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(e) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 16.02 Further Procedures. The Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System, and/or the Chief Financial Officer of the System and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System or the Chief Financial Officer of the System and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which

determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the System, the Vice President of Financial and Management Services of the System, or the Chief Financial Officer of the System may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

Section 16.03 Effectiveness. This Ordinance shall take effect and be in force from and after its passage and approval.



APPROVED AND ADOPTED this 24<sup>th</sup> day of October, 2023.

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Oscar Leeser  
Mayor, City of El Paso, Texas

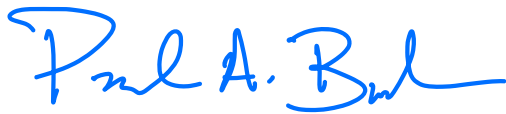
ATTEST:

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Laura D. Prine  
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:



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Paul A. Braden  
Bond Counsel

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Karla Nieman  
City Attorney  
City of El Paso, Texas



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Arturo Duran  
Chief Financial Officer  
El Paso Water Utilities

## **EXHIBIT A**

### **Description of Annual Disclosure of Financial Information**

The following information is referred to in Article 14 of this Ordinance.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified below:

Financial information and operating data customarily prepared by the City and publicly available, which include (i) financial statements of the City for the most recently concluded fiscal year, (iii) current monthly water rates, (iii) current monthly sewer rates, (iv) water and sewer revenue debt service requirements, (v) condensed statement of operations for the System, (vi) a list of current investments and (vii) customer count for the System.

#### **Accounting Principles**

The accounting principles referred to in such Section are the generally accepted accounting principles as applicable to governmental units as prescribed by the Governmental Accounting Standards Board.

**EXHIBIT B**  
**FORM OF BOND**

(a) Form of Bond.

REGISTERED  
No. \_\_\_\_\_

REGISTERED  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
COUNTY OF EL PASO  
CITY OF EL PASO, TEXAS,  
WATER AND SEWER REVENUE BONDS,  
SERIES 2023A

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP NO.:
_____ %	March 1, 20__	November 1, 2023	_____

The City of El Paso (the “City”), in the County of El Paso, State of Texas, for value received, hereby promises to pay to

\_\_\_\_\_

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

\_\_\_\_\_ DOLLARS

unless this Bond shall have been sooner called for prior redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the date of delivery or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing March 1, 2024. The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment/transfer office in St. Paul, Minnesota (the “Designated Payment/Transfer Office”) of BOKF, NA, Paying Agent/Registrar, or at the Designated Payment/Transfer Office of any successor thereto. Interest on this Bond is payable by check, dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date,

and for thirty days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of November 1, 2023, issued in the aggregate principal amount of \$8,680,000 (herein referred to as the “Bonds”), and issued pursuant to the authority provided by Chapter 1502, Texas Government Code, as amended, and a certain ordinance of the City (the “Ordinance”), for the purpose of providing funds to pay the costs of the Project as described in the Ordinance. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds, together with the City’s previously issued and presently outstanding water and sewer senior lien revenue bonds, are payable from and secured by a first lien on and pledge of the Net Revenues of the City’s combined waterworks and sewer system. The City has reserved the right, subject to the restrictions stated in the Ordinance, to issue additional revenue bonds that may be secured in the same manner and on a parity with the Bonds and the Previously Issued Senior Lien Bonds.

The City reserves the option to redeem Bonds maturing on or after March 1, 2035, in whole or in part (in inverse order of Stated Maturities, if less than all the outstanding Bonds are to be redeemed), in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on March 1, 2034, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

Notice of such redemption or redemptions shall be given by first-class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice and, from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption when such redemption is to occur within 45 calendar days after the transfer or exchange date. However, such limitations of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City, the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this Bond and the series of which it is a part, together with certain outstanding senior lien revenue bonds of the City, are secured by and payable from an irrevocable first lien on and pledge of the Net Revenues of the System, as provided in Ordinance, and not from any other revenues, funds or assets of the City.

This Bond shall not be deemed to constitute a debt of the City or a pledge of its faith and credit, nor shall the Owners hereof ever have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor or Mayor Pro Tem of the City and countersigned by the manual or facsimile signature of the City Clerk or Alternate City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Bond all as of the Dated Date set forth herein.

\_\_\_\_\_  
City Clerk/Alternate City Clerk  
City of El Paso, Texas

\_\_\_\_\_  
Mayor/Mayor Pro Tem  
City of El Paso, Texas

(SEAL)

(b) Form of Comptroller's Registration Certificate.

[to be printed on Initial Bond only]

OFFICE OF THE COMPTROLLER §  
OF PUBLIC ACCOUNTS § REGISTER NO. \_\_\_\_\_  
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of El Paso, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that such Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, on this date: \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in St. Paul, Minnesota, is the Designated Payment/Transfer Office for this Bond.

BOKF, NA, as Paying Agent/Registrar

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

\_\_\_\_\_  
\_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Signature Guaranteed By:

\_\_\_\_\_  
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsection (a) of this Exhibit, except for the following alterations:

(i) Immediately under the name of the Bond, the headings “Interest Rate” and “Maturity Date” shall be completed with the words “As Shown Below,” and the heading “CUSIP No.” shall be deleted.

(ii) in the first paragraph of the Bond, the words “on the Maturity Date specified above, the sum of \_\_\_\_\_ DOLLARS” shall be deleted and the following will be inserted: “on March 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the schedule in Section 3.02(b) of this Ordinance)

(iii) the Initial Bond shall be numbered T-1.

(f) The Comptroller’s Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

(g) The Certificate of the Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller’s Registration Certificate appears thereon.



## **EXHIBIT C**

### **Paying Agent/Registrar Agreement**

## **PAYING AGENT/REGISTRAR AGREEMENT**

THIS AGREEMENT is entered into as of October 24, 2023 (this "Agreement"), by and between BOKF, NA, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of El Paso, Texas (the "Issuer"),

### **RECITALS**

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A" (the "Securities"), dated November 1, 2023, such Securities scheduled to be delivered to the initial purchasers thereof on or about November 28, 2023; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

### **ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR**

**Section 1.01 Appointment.** The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation.** As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2), and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## **ARTICLE TWO DEFINITIONS**

**Section 2.01 Definitions.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

“Acceleration Date” on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

“Authorizing Document” means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

“Bank Office” means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

“Holder” and “Security Holder” each means the Person in whose name a Security is registered in the Security Register.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

“Predecessor Securities” of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

“Redemption Date”, when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

“Responsible Officer”, when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

“Security Register” means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

“Stated Maturity” means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions.** The terms “Bank,” “Issuer,” and “Securities (Security)” have the meanings assigned to them in the recital paragraphs of this Agreement.

The term “Paying Agent/Registrar” refers to the Bank in the performance of the duties and functions of this Agreement.

### **ARTICLE THREE PAYING AGENT**

**Section 3.01 Duties of Paying Agent.** As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

BOKF, NA Corporate Trust Services  
1707 Grand Boulevard  
Kansas City, Missouri 64108

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder’s risk and expense.

**Section 3.02 Payment Dates.** The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

### **ARTICLE FOUR REGISTRAR**

**Section 4.01 Security Register - Transfers and Exchanges.** The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the “Security Register”) for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable

regulations as the Issuer and the Bank may prescribe. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities.** The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register.** The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders.** The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05 Return of Cancelled Securities.** The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities.** The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer.** The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## **ARTICLE FIVE THE BANK**

**Section 5.01 Duties of Bank.** The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc.**

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer.** The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities.** The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization.** A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification.** To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader.** The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services.** It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for “Depository Trust Company” services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the “Operational Arrangements”, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## **ARTICLE SIX MISCELLANEOUS PROVISIONS**

**Section 6.01 Amendment.** This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices.** Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

**Section 6.04 Effect of Headings.** The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns.** All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.



**Section 6.06 Severability.** In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement.** Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement.** This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination.** This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations.** The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOKF, NA

By:\_\_\_\_\_

Title:\_\_\_\_\_

Address: 5956 Sherry Lane, Suite 900  
Dallas, Texas 75225

CITY OF EL PASO, TEXAS

By: \_\_\_\_\_  
Authorized Officer

Address: El Paso Water Utilities  
1154 Hawkins Blvd.  
El Paso, Texas 79925

## ANNEX A

# City of El Paso, Texas (El Paso Water) Water and Sewer System Revenue Bonds, Series 2023

## PAYING AGENT/REGISTRAR Schedule of Fees

### Acceptance Fee

WAIVED

For review and coordination of documents and setup of accounts in preparation for closing.

### Annual Administration Fee

\$300.00

For ordinary administration services by Paying Agent /Registrar – includes daily routine account management and processing in accordance with the agreement. Float credit received by the bank for receiving funds that remain uninvested are deemed part of the Paying Agent's compensation. First year's fee is due at closing and invoiced semi-annually thereafter at \$150.00 with debt service.

### Call or Redemption of Bonds

At Cost

Cost includes distribution to holders of record, redemption processing and notification through DTC. Any and all publication expenses including Bond Buyer, Regional and Financial Periodicals for the call notice will be billed to the Issuer at cost.

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided. Counsel fees, if ever retained as a result of a default, or other extraordinary occurrences on behalf of the bondholders or Bank of Texas, will be billed at cost.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges. Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

### **Jose Gaytan, Senior Vice President**

Regional Corporate Trust Business Development

Officer - Phone: 512.813.2002

[JGaytan@bokf.com](mailto:JGaytan@bokf.com)

### **Erin Fitzpatrick, Senior Vice President**

National Corporate Trust Business Development

Officer - Phone: 972.892.9972

[EFitzpatrick@bokf.com](mailto:EFitzpatrick@bokf.com)



To learn more about BOK Financial:



## **EXHIBIT D**

### Escrow Agreement

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (the “Agreement”), made by and between the City of El Paso, a political subdivision of the State of Texas in El Paso County, Texas (the “City”) and BOKF, NA, a national banking association organized and existing under the laws of the United States of America, as Escrow Agent (the “Escrow Agent”), together with any successor in such capacity:

### **W I T N E S S E T H:**

WHEREAS, the Public Service Board (the “Board”), acting on behalf of the City, filed an application seeking financial assistance in the amount of \$28,930,096 from the Economically Distressed Areas Program Account of the Texas Water Development Fund II to finance certain wastewater system improvements, identified as Project No. 10438 (the “Project”); and

WHEREAS, the Texas Water Development Board (“TWDB”) adopted a resolution approving a commitment to the Board, acting on behalf of the City, for financial assistance in form of the proposed purchase of \$8,680,000 of “City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A,” and a grant of \$20,250,096; and

WHEREAS, pursuant to a Resolution adopted by the Board on October 11, 2023, the Board, acting on behalf of the City, authorized the execution of a Grant Agreement (the “Grant Agreement”) in the amount of \$20,250,096 (the “Grant”) to obtain financial assistance from the TWDB for the Project; and

WHEREAS, pursuant to an Ordinance (the “Ordinance”) adopted on October 24, 2023, the City authorized the issuance of \$8,680,000 City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A, dated November 1, 2023 (the “Bonds”) to the TWDB for the purpose of additional funding for the Project; the Bonds and the City’s contractual obligations in the Grant Agreement are collectively referred to herein as the “Obligations”; and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (the “Proceeds”) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;



NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNTS.** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Numbers L1001652 and G1001653 shall be deposited to the credit of a special escrow fund, and within such fund, two separate escrow subaccounts (collectively, the “Escrow Accounts”) maintained at the Escrow Agent on behalf of the City and the TWDB. Funds in the Escrow Accounts shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Accounts shall be entitled “City of El Paso, Texas, Water and Sewer Revenue Bonds, Series 2023A, Texas Water Development Board Commitment Number L1001652 Escrow subaccount,” which shall contain Proceeds from the Bonds and “City of El Paso, Texas, Financial Assistance, Texas Water Development Board Commitment Number G1001653 Escrow subaccount,” which shall contain the proceeds from the Grant. The Escrow Accounts shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the Ordinance and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Accounts bank statements upon request.

**SECTION 2: COLLATERAL.** All cash deposited to the credit of such Escrow Accounts and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

**SECTION 3: INVESTMENTS.** While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (“PFIA”). It is the City’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

**SECTION 4: DISBURSEMENTS.** The Escrow Agent shall not honor any disbursement from the Escrow Accounts, or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to

another within the Escrow Accounts provided that all such investments are consistent with the PFIA requirements.

**SECTION 5: UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Accounts after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Ordinance. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Ordinance, that being the sole obligation of the City.

**SECTION 6: CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

**SECTION 7: LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

**SECTION 8: RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall

increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report such termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of such termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Accounts to the City.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

BOKF, NA  
5956 Sherry Lane, Suite 900  
Dallas, Texas 75225  
Phone Number: (512) 813-2002  
Fax Number: (214) 256-7517  
Email Address: jgaytan@bokf.com  
Attention: Jose Gaytan

Texas Water Development Board  
1700 North Congress Avenue  
Austin, Texas 78701

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

**SECTION 15: ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

**SECTION 16: ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Accounts. No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

**SECTION 17: VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 18: COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Accounts; provided, however, notwithstanding anything herein or in Exhibit A to the contrary, the aggregate value of this Agreement shall not exceed the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2), and 2276.002(a)(2) of the Texas Government Code.

**SECTION 19: COMPLIANCE WITH S.B. 252, 85TH TEXAS LEGISLATURE.**

The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

<https://comptroller.texas.gov/purchasing/publications/divestment.php>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Escrow Agent and exists to make a profit.

*[The remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

**CITY OF EL PASO, TEXAS**

\_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: El Paso Water Utilities  
1154 Hawkins Blvd.  
El Paso, TX 79925

**BOKF, NA**

\_\_\_\_\_  
as Escrow Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 5956 Sherry Lane, Suite 900  
Dallas, Texas 75225

# EXHIBIT A

## Fee Schedule

# City of El Paso, Texas (El Paso Water) Water and Sewer System Revenue Bonds, Series 2023 Escrow



## Texas Water Development Board ESCROW AGENT Schedule of Fees

### Acceptance Fee:

WAIVED

For review and coordination of documents and setup of accounts in preparation for closing.

### Escrow Account Setup/Administration Fee:

WAIVED

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is due at the time of Escrow Agreement funding/execution.

Fee is based on the following assumptions:

- **Number of escrow accounts:** Two (2), or As needed
- **Number of Withdrawals from the Escrow accounts:** As needed

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

*If funds are invested outside the money market funds offered by BOK Financial, an annual fee of \$3,000 may be assessed to act as custodian.*

### **Jose Gaytan, Senior Vice President**

Regional Corporate Trust Business Development Officer

Phone: 512.813.2002

[JGaytan@bokf.com](mailto:JGaytan@bokf.com)

### **Erin Fitzpatrick, Senior Vice President**

National Corporate Trust Business Development

Officer - Phone: 972.892.9972

[EFitzpatrick@bokf.com](mailto:EFitzpatrick@bokf.com)



To learn more about BOK Financial:



Section 3.02 Date, Denomination, Maturities, Numbers, and Interest.

(a) The Bonds shall be dated as of November 1, 2023 (the “Dated Date”). The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

	<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rates (%)</u>
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
	20		
		<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>
	<u>2025</u>	<u>320,000</u>	<u>3.070</u>
	<u>2026</u>	<u>330,000</u>	<u>2.950</u>
	<u>2027</u>	<u>340,000</u>	<u>2.870</u>
	<u>2028</u>	<u>350,000</u>	<u>2.830</u>
	<u>2029</u>	<u>360,000</u>	<u>2.830</u>
	<u>2030</u>	<u>370,000</u>	<u>2.830</u>
	<u>2031</u>	<u>380,000</u>	<u>2.830</u>
	<u>2032</u>	<u>390,000</u>	<u>2.830</u>
	<u>2033</u>	<u>400,000</u>	<u>2.870</u>
	<u>2034</u>	<u>410,000</u>	<u>3.070</u>
	<u>2035</u>	<u>425,000</u>	<u>3.300</u>



<u>Stated Maturity</u>	<u>Principal Amount (\$)</u>	<u>Interest Rates (%)</u>
<u>2036</u>	<u>440,000</u>	<u>3.490</u>
<u>2037</u>	<u>455,000</u>	<u>3.660</u>
<u>2038</u>	<u>470,000</u>	<u>3.810</u>
<u>2039</u>	<u>490,000</u>	<u>3.950</u>
<u>2040</u>	<u>505,000</u>	<u>3.990</u>
<u>2041</u>	<u>530,000</u>	<u>4.030</u>
<u>2042</u>	<u>550,000</u>	<u>4.060</u>
<u>2043</u>	<u>570,000</u>	<u>4.090</u>
<u>2044</u>	<u>595,000</u>	<u>4.130</u>

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the later of the Closing Date or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2024, computed on the basis of a 360-day year of twelve 30-day months.

### Section 3.03 Medium, Method, and Place of Payment

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, first class United States mail, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements; provided, however that as long as the Owner of the Bonds is the TWDB, payments of principal of and interest on the Bonds shall be made by wire transfer at no cost to the TWDB.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond



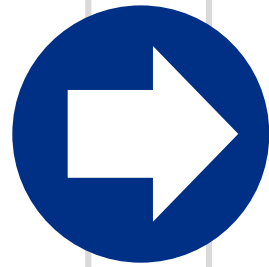
# Water and Sewer Utility System Revenue Bonds, Series 2023A \$8,680,000

# Phase II Montana Vista Wastewater Services

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## **Strategic Objectives:**

Improving infrastructure



## **Purpose:**

Provide first time wastewater services to 775 households in the Montana Vista community as Phase II of the multiphase project.

# TWDB – EDAP Program

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## Economically Distressed Areas Program

- Financing assistance provided where water and sewer services do not exist or systems do not meet minimum state standards
- Service area median household income less than 75% of statewide median
- Assistance may be utilized for planning, land acquisition, design and construction of first-time service or improvements to water supply, wastewater collection and treatment works
- Grant funding determined by a grant-to-loan calculation reflecting the entity's ability to repay. Loan issued through EDAP Program over 20 years based on TWDB's cost of funds

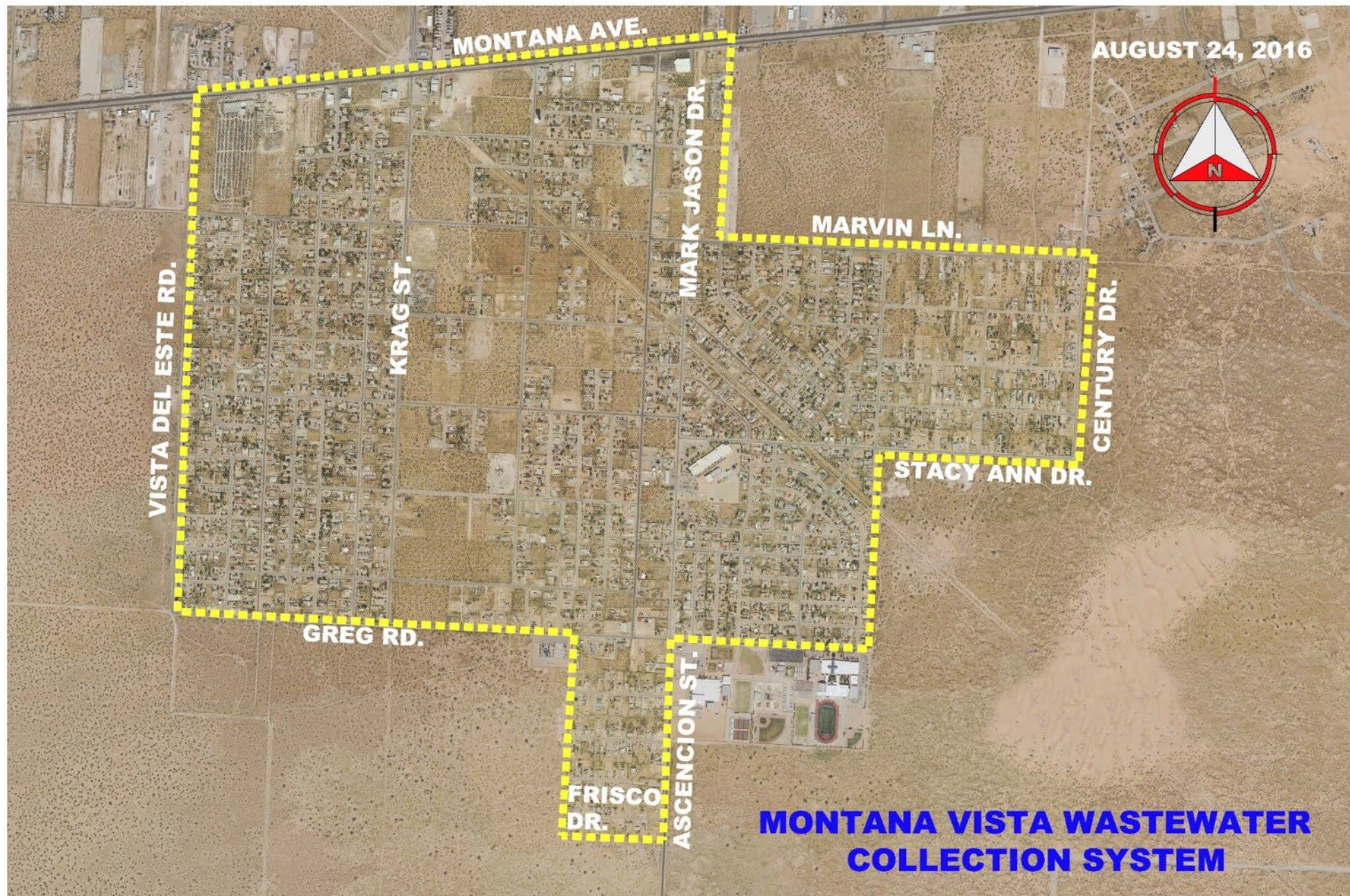
# TWDB – EDAP Program Funding

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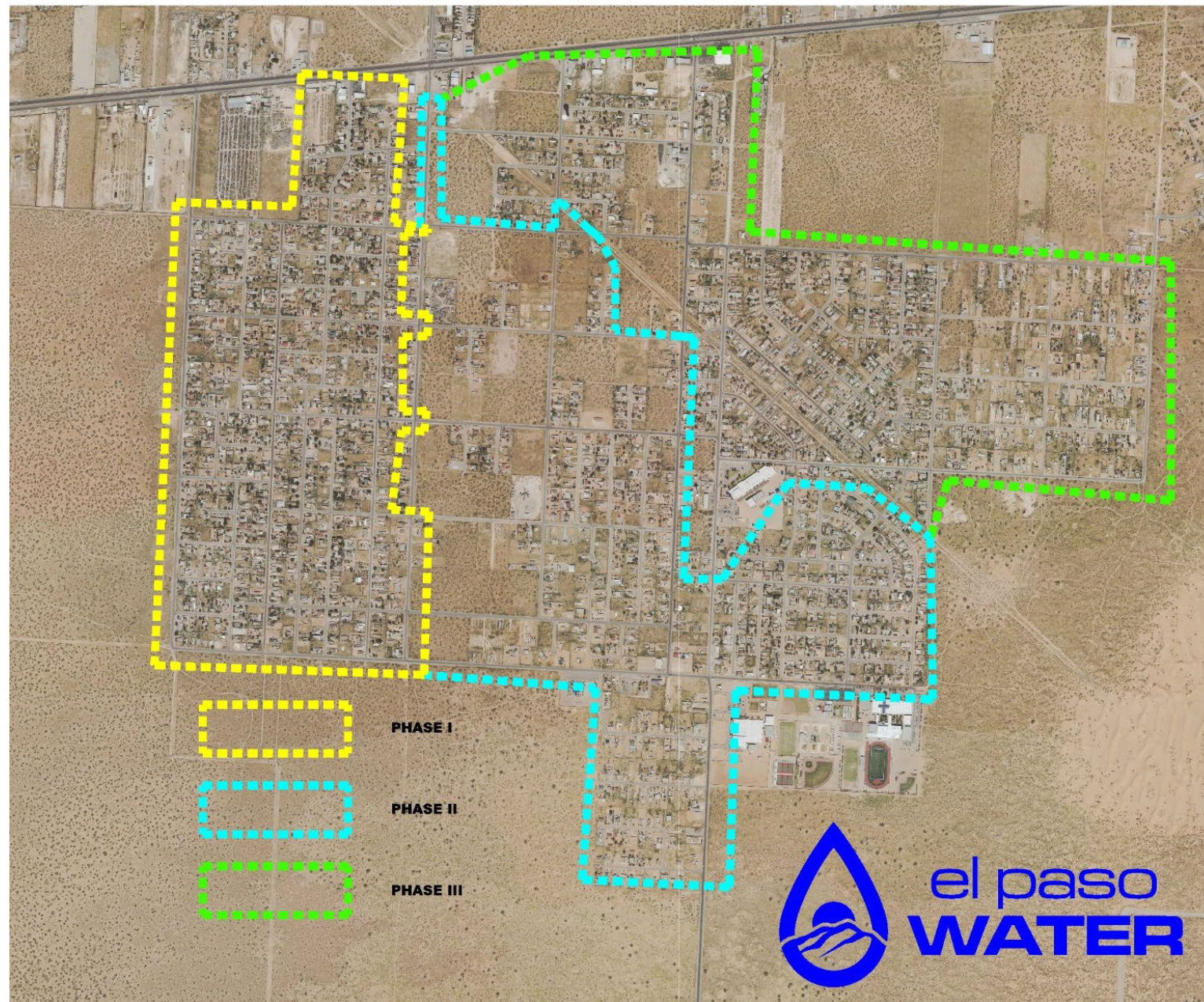
## Phase II Montana Vista Wastewater Services

- On June 6, 2023, TWDB approved funding to the Utility for \$28,930,096 of project funds under the EDAP Program for Phase II. Grant-to-loan commitment will be distributed as follows:
  - Grant: \$20,250,096 (70%)
  - Loan: \$8,680,000 (30%) Rates anticipated at 3.60% to 3.75%









# Timeframe

2023	Completion	Event
	Feb. 3	EDAP application submitted to TWDB
	<b>Jun. 6</b>	<b>Texas Water Development Board approved funding for El Paso Water PSB Phase II</b>
	Sept. 1	PSB Board Finance Committee Meeting
	<b>Sept. 13</b>	<b>PSB Board approved a Resolution to authorize City Council to issue Water and Sewer Revenue Bonds, Series 2023A</b>
	Sept. 26	Submitted Water and Sewer Revenue Bonds, Series 2023A Draft Legal Documents to TWDB
	Oct. 17	TWDB sets interest rates for Water and Sewer Revenue Bonds, Series 2023A
	Oct. 19	Release budget and supporting engineering documents due
	<b>Oct. 24</b>	<b>City Council considers selling Water and Sewer Revenue Bonds, Series 2023A</b>
	Oct. 27	Grant agreement executive resolution
	Nov. 2	Approve outlay report and send draft closing memo with release amounts
	Nov. 9	Submit all final closing documents to TWDB
	Nov. 16	Comptroller's certificate due
	Nov. 28	Closing, Water and Sewer Revenue Bonds, Series 2023A are delivered to TWDB and proceeds deposited to escrow





El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1319, **Version:** 2

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

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

##### **All Districts**

Capital Improvement Department, Daniela Quesada, (915) 212-1826

#### **AGENDA LANGUAGE:**

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

An Ordinance amending various sections of Title 20 (Zoning), Appendix A (Table of Permissible Uses), and Appendix B (Table of Density and Dimensional Standards) to adopt the Union Plaza Architectural and Design Guidelines and Update References. The penalty is as provided in Chapter 20.24 of the El Paso City Code.

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

**AGENDA DATE:** October 10, 2023  
**PUBLIC HEARING DATE:** October 24, 2023

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Daniela Quesada, 915-212-1826

**DISTRICT(S) AFFECTED:** City-wide

**STRATEGIC GOAL:** Goal 1 - Cultivate an Environment Conducive to Strong, Economic Development  
**SUBGOAL:** 1.1 Stabilize and expand El Paso's tax base

**SUBJECT:**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), AND APPENDIX B (TABLE OF DENSITY AND DIMENSIONAL STANDARDS) TO ADOPT THE UNION PLAZA ARCHITECTURAL AND DESIGN GUIDELINES AND UPDATE REFERENCES. THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**BACKGROUND / DISCUSSION:**

As part of a comprehensive revitalization strategy for the Union Plaza District, the district's Architectural and Design Guidelines have not been updated since their initial adoption in 1996.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

—

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** CID - Planning

**SECONDARY DEPARTMENT:**

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Joaquin Rodriguez, AICP

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 20 (ZONING), APPENDIX A (TABLE OF PERMISSIBLE USES), AND APPENDIX B (TABLE OF DENSITY AND DIMENSIONAL STANDARDS) TO ADOPT THE UNION PLAZA ARCHITECTURAL AND DESIGN GUIDELINES AND UPDATE REFERENCES. THE PENALTY IS AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

**WHEREAS**, the Union Plaza District and associated ordinances including the Union Plaza Architectural and Design Guidelines (the “Guidelines”) were created and adopted via ordinance #012873 on August 6<sup>th</sup>, 1996 and repealed via ordinance #016653 on June 5<sup>th</sup>, 2007; and,

**WHEREAS**, infill development, increased residential density, and public investment has been identified in the Downtown, Uptown, and Surrounding Neighborhoods Master Plan adopted as amended by city council on July 5<sup>th</sup>, 2023, as an opportunity for continued growth and revitalization; and,

**WHEREAS**, Goal 1.1 of the adopted strategic plan of The City of El Paso seeks to stabilize and expand El Paso’s tax base by activating targeted development and investment in Downtown historic structures by expanding downtown revitalization and redevelopment focusing on priority corridor development plans, infill growth strategies, and parking strategies while including streetcar corridor vibrancy, and parking management plans; and,

**WHEREAS**, this is a comprehensive revitalization strategy that aims to rebrand the district to promote traditional neighborhood development, create a clear identity and connectivity to surrounding areas through unified wayfinding and urban design guidelines, and generate public investment and policy recommendations that promote equitable development and quality of life for downtown; and,

**WHEREAS**, the proposed updates also align with the efforts of the downtown street tree master plan, alley activation, and the ROW café program to improve pedestrian infrastructure, promote walkability, and activate downtown urban streetscapes; and,

**WHEREAS**, the City Plan Commission for the City of El Paso, at its regular public meeting on December, 15<sup>th</sup> 2022, unanimously carried to recommend to city council associated ordinance amendments of the Guidelines; and,

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

**SECTION 1.** The City Council adopts the Guidelines attached to this ordinance as Attachment “A”. The Guidelines, as attached to this ordinance, amends the original Union Plaza Architectural and Design Guidelines previously adopted by City Council and incorporates the Guidelines within the Union Plaza District for a Comprehensive Revitalization Strategy.

**ORDINANCE NO. \_\_\_\_\_**

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

**SECTION 2.** Title 20 (Zoning), Chapter 20.04 (Administrative Provisions) Article III. (Detailed Site Development Plan Approval Process), Section 20.04.150 (Procedure), Subsection C is amended in its entirety to read as follows:

- C. Administrative approval. Detailed site development plans meeting the following conditions shall be reviewed and approved by the zoning administrator:
1. The site is two acres or less in size, and
  2. The site plan contains no more than two buildings, and
  3. The site plan complies with any zoning conditions and all city code provisions, to include the tables for uses and density and dimensional standards and;
  4. The city's department of transportation has no concerns with access or restriction of access to the site; and,
  5. The site plan complies with staff recommendations concerning the location of stormwater drainage structures and easements to include onsite ponding areas; the location and arrangement of structures, vehicular and pedestrian ways; open spaces and landscape planted areas. Staff recommendations shall not require that the site plan have landscaping in excess of what is required under the city code or any zoning condition, or
  6. Any site within the “U-P” Union Plaza District.

If the zoning administrator does not approve an applicant's detailed sited development plan, the applicant may appeal the decision to the city plan commission. The applicant must file the appeal with the zoning administrator within fifteen business days from the date of the zoning administrator's decision. The zoning administrator shall place the appeal on the city plan commission agenda to be heard by the commission within thirty business days from the date the appeal was received. The zoning administrator shall include the detailed site plan, the appeal, and a summary of the zoning administrator's reasons for disapproving the detailed site plan.

**SECTION 3.** Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.146 (Civic and cultural district), Subsection B is amended in its entirety to read as follows:

- B. District boundaries: Beginning at the intersection of the north ROW boundary of West Missouri Avenue and the east ROW boundary of North Oregon Street,

Thence southeast along the east ROW boundary of North Oregon Street to its intersection with the south ROW boundary of West Franklin Avenue,

Thence southwest along the south ROW boundary of West Franklin Avenue to its intersection with the east ROW boundary of North Santa Fe Street,

Thence in a southern direction along the east ROW boundary of North Santa Fe Street to its intersection with the south ROW boundary of West San Antonio Avenue,

**ORDINANCE NO. \_\_\_\_\_**

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

Thence southwest along the south ROW boundary of West San Antonio Avenue to its intersection with the west ROW boundary of South Durango Street,

Thence in a northerly direction along the west ROW boundary of South Durango Street to its intersection with the south ROW boundary of West San Francisco Avenue,

Thence in a westerly direction along the south ROW boundary of West San Francisco Avenue to its intersection with the east ROW boundary of South Coldwell Street,

Thence in a south direction along the east ROW boundary of South Coldwell Street to its intersection with the north ROW boundary of West Paisano Drive,

Thence in a northwesterly direction along the north ROW boundary of West Paisano Drive to its intersection with the south ROW boundary of the Union Pacific Railroad Company,

Thence in a southeasterly direction along the south ROW boundary of the Union Pacific Railroad Company to its intersection with the west ROW boundary of South Durango Street,

Thence in a northerly direction along the west ROW boundary of South Durango Street to its intersection with the north ROW boundary of West Missouri Avenue,

Thence northeast along the north ROW boundary of West Missouri Avenue to the point of beginning.

**SECTION 4.** Title 20 (Zoning), Chapter 20.10 (Supplemental Use Regulations), Section 20.10.360 (Mixed-use development), Subsection B is amended in its entirety to read as follows:

**B. Union Plaza (U-P).**

1. Applicability. The provisions of this section will apply to all parcels of land within the “U-P” Union Plaza District.
2. Development Standards.
  - a. For mixed-use developments over 1 story in height, where residential and other uses are combined in a single building, residential uses may not occupy the ground floor, except where they comply with the design standards in the “*2023 Union Plaza Architectural and Design Guidelines*.” In other multifamily dwelling buildings, not including commercial uses, residential uses may occupy the ground floor.
  - b. Off-Street Parking. Off-street parking requirements of Chapter 20.14 shall not apply to properties in the district. Additionally, surface parking lots shall be prohibited in the district.
  - c. Drive-through facilities are prohibited in the district.
  - d. In the District, height limits of buildings or structures within a seven hundred (700) foot radius of any part of the facade of the Union Depot shall not exceed forty (40) feet.
3. Plans and Permits Required. Prior to the issuance of any building or related permits for any new construction or renovation of the exterior of existing building(s), drawings and applications shall be reviewed for approval by the City Manager or designee, to ensure that the proposed construction complies with the architectural and design guidelines described

**ORDINANCE NO. \_\_\_\_\_**

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

in this section. Application shall be reviewed within ten business days upon receipt of a complete application. The City Manager or designee may request assistance of other departments to review drawings and applications.

4. Architectural and Design Guidelines. The purpose of these guidelines is to protect the district from unsightly construction that would ultimately diminish the appeal of the district. All applications for redevelopment of existing buildings or structures or new construction must comply with the Union Plaza Architectural and Design Guidelines. Copies of the Union Plaza Architectural and Design Guidelines are on file in the Planning and Inspections Department.
5. Application Requirements. In addition to those items required for the application for a building permit, a detailed site development plan is required prior to development within the district. The process for application and approval shall be in accordance with Title 20, Article III – Detailed Site Development Plan Approval Process. The requirement for a detailed site development plan shall only apply to new construction or additions to existing structures.

**SECTION 5.** Title 20 (Zoning), Chapter 20.18 (Sign Regulations), Article IV (On-Premises Sign Regulations), Section 20.18.465 (Civic and cultural district signs), is amended in its entirety to read as follows:

Civic and cultural district signs are not subject to the sign regulations of the base zoning district.

1. Permit required: yes.
2. Location: these signs should be located within the boundaries of the civic and cultural district boundary as defined in 20.10.146
3. Off-premises advertising shall be prohibited.
4. All CEVM displays shall be illuminated at a level no greater than 0.3 foot-candles over ambient light levels for the location and time.
5. A CEVM display shall be equipped with both a dimmer control and a photocell which automatically adjusts the display's intensity according to natural ambient light conditions.
6. The CEVM display shall contain a default mechanism to show a "full black" image, or turn the sign off in case of malfunction, or be repaired, within twelve hours of receiving a written notification from the city of a malfunction.
7. The CEVM shall not resemble or simulate any traffic control or other official signage.
8. The use of flashing, strobing lights on the CEVM or any portion of the frame or mounting structure is prohibited.
9. The sign owner shall provide on the sign permit the contact information of a person who is available at all times and who is able to turn off any changeable electronic variable message sign promptly after a malfunction occurs.

**SECTION 6.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 1.00 (Agricultural & related operations), Section 1.10 (Farmer's market) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district.

**ORDINANCE NO.** \_\_\_\_\_

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

**SECTION 7.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 1.00 (Agricultural & related operations), Section 1.19 (Produce stand) is amended as follows:

Add use shall be Permitted accessory use (A) in the U-P district.

**SECTION 8.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 2.00 (Commercial, storage & processing), Section 2.02 (Bottling works) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district.

**SECTION 9.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 2.00 (Commercial, storage & processing), Section 2.03 (Boutique bottling) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district.

**SECTION 10.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 3.00 (Educational, institutional & social uses), Section 3.03 (Child care facility, Type 3) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district.

**SECTION 11.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 3.00 (Educational, institutional & social uses), Section 3.04 (Child care facility, Type 4) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 12.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.08 (Office, administrative & manager's) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 13.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.09 (Office, business) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 14.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.10 (Office, medical) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 15.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.11 (Office, professional) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**ORDINANCE NO. \_\_\_\_\_**

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

**SECTION 16.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.14 (School, arts & crafts) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 17.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.15 (Studio, dance) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 18.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.16 (Studio, music) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 19.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.17 (Studio, photography) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 20.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 4.00 (Office & research services), Section 4.19 (Television broadcasting studio) is amended as follows:

Add Detailed site plan approval required (D) in the U-P district

**SECTION 21.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling), Section 5.06 (Brewery) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 22.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 5.00 (Manufacturing, processing & assembling), Section 5.065 (Brewpub) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 23.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 9.00 (Parking and Loading), is amended as follows:

Rename Section 9.01 (Garage, structured, parking (commercial)). Add Master zoning plan required (Z) in the R-MU district.

**SECTION 24.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 9.00 (Parking & Loading), Section 9.02 (Garage or lot, parking (community)) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 25.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 9.00 (Parking & Loading), Section 9.08 (Parking spaces (serving another property)) is amended as follows:

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Add use not allowed (X) in the U-P district

**SECTION 26.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.01 (Barber shop) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 27.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.02 (Beauty salon) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 28.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.10 (Laundromat, laundry (<5,000 square feet)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 29.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.13 (Locksmith) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 30.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.14 (Massage parlor) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 31.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.18 (Shoe repair shop) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 32.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 10.00 (Personal Services), Section 10.19 (Tattoo parlor) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 33.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.06 (Ballroom) is amended as follows:

Add Detailed site plan approval required (D) in the U-P district

**SECTION 34.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.07 (Billiard & pool hall) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

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**SECTION 35.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.12 (Community recreational facility) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 36.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.13 (Convention center) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 37.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.14 (Dancehall) is amended as follows:

Add Detailed site plan approval required (D) in the U-P district

**SECTION 38.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.16 (Exhibition hall) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 39.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.23 (Ice skating facility) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 40.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.28 (Nightclub, bar, cocktail lounge) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 41.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.33 (Park, playground) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 42.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.38 (Roller skating facility) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 43.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00  
**ORDINANCE NO.** \_\_\_\_\_

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(Recreation, amusement & entertainment), Section 11.43 (Skateboarding facility (outdoor)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 44.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 11.00 (Recreation, amusement & entertainment), Section 11.44 (Sports arena) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 45.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.03 (Bed and breakfast (residence)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 46.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.04 (Bed and breakfast inn) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 47.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.17 (HUD-code manufactured home park) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 48.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.23 (Mobile home park) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 49.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.25 (Quadraplex) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 50.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.33 (Triplex) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 51.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 13.00 (Residential), Section 13.35 (Accessory dwelling unit) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 52.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.02 (Bakery) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

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**SECTION 53.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.03 (Book store) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 54.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.04 (Boutique) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 55.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.05 (Cafeteria) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 56.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.10 (Delicatessen) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 57.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.11 (Drugstore) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 58.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.14 (Flea market (indoor)) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 59.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.16 (Flower shop, florist) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 60.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.20 (Ice cream parlor) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 61.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.26 (Other retail establishment (low-volume)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 62.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.26 (Other retail establishment (low-volume)) is amended as follows:

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retail & wholesale), Section 14.30 (Pawn shop) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 63.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.33 (Produce stand) is amended as follows:

Add use shall be Permitted accessory use (A) in the U-P district.

**SECTION 64.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.34 (Restaurant (drive-in or walk up)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 65.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.35 (Restaurant (sit down)) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 66.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.38 (Snow cone, shaved ice stand or trailer) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 67.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 14.00 (Sales, retail & wholesale), Section 14.39 (Specialty shop) is amended as follows:

Add use shall be Permitted by right (P) in the U-P district

**SECTION 68.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 16.00 (Temporary uses), Section 16.02 (Borrow pit (related to construction operations)) is amended as follows:

Add Detailed site plan approval required (D) in the U-P district

**SECTION 69.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 16.00 (Temporary uses), Section 16.04 (Circus) is amended as follows:

Add Detailed site plan approval required (D) in the U-P district

**SECTION 70.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 16.00 (Temporary uses), Section 16.05 (Concrete mixing or batching plant) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 71.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 16.00 (Temporary uses), Section 16.10 (Model dwelling) is amended as follows:

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Add use not allowed (X) in the U-P district

**SECTION 72.** Title 20 (Zoning), Appendix A (Table of Permissible Uses), Table 16.00 (Temporary uses), Section 16.14 (Rummage sale) is amended as follows:

Add use not allowed (X) in the U-P district

**SECTION 73.** Title 20 (Zoning), Appendix B (Table of Density and Dimensional Standards), Subpart B (Lot & Dwelling Size), under column titled “Minimum Lot Area (square feet),” Line DD.1, (U-P), is amended as follows:

No minimum

**SECTION 74.** Title 20 (Zoning), Appendix B (Table of Density and Dimensional Standards), Subpart B (Lot & Dwelling Size), under column titled “Minimum Lot Area (square feet),” Line DD.2, (U-P), is amended as follows:

No minimum

**SECTION 75.** Title 20 (Zoning), Appendix B (Table of Density and Dimensional Standards), Subpart B (Lot & Dwelling Size), under column titled “Minimum Average Lot Width (in feet),” Line DD.2, (U-P), is amended as follows:

No minimum

**SECTION 76.** Title 20 (Zoning), Appendix B (Table of Density and Dimensional Standards), is amended as follows:

Add line DD.4, Permitted Use, Performing Arts Center to Table of Density and Dimensional Standards

Zoning District: U-P

Minimum District Area: See Development Standards in Section 20.10.360 of this title

Permitted Use (as established in Chapter 20.08): Performing Arts Center

Minimum Lot Area (square feet): No minimum

Minimum Average Lot Width (in feet): No minimum

Minimum Lot Depth (in feet): No minimum

Other Standards: See Development Standards in Section 20.10.360 of this title

Minimum Front Yard (in feet): 0

Minimum Rear Yard (in feet): 0

Minimum Cumulative Front & Rear Yard Total: N/A

Minimum Side Yard (in feet): 0

Minimum Side Street Yard (in feet): 0

Minimum Cumulative Side & Side Street Yard Total: N/A

Other Standards: N/A

Maximum Height Limitation (in feet): 90 feet

**SECTION 77.** Title 20 (Zoning), Appendix B (Table of Density and Dimensional Standards), is amended as follows:

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Add DD.5, Permitted Use, Sports Arena (Multipurpose) to Table of Density and Dimensional Standards

Zoning District: U-P

Minimum District Area: See Development Standards in Section 20.10.360 of this title

Permitted Use (as established in Chapter 20.08): Sports Arena (Multipurpose)

Minimum Lot Area (square feet): No minimum

Minimum Average Lot Width (in feet): No minimum

Minimum Lot Depth (in feet): No minimum

Other Standards: See Development Standards in Section 20.10.360 of this title

Minimum Front Yard (in feet): 0

Minimum Rear Yard (in feet): 0

Minimum Cumulative Front & Rear Yard Total: N/A

Minimum Side Yard (in feet): 0

Minimum Side Street Yard (in feet): 0

Minimum Cumulative Side & Side Street Yard Total: N/A

Other Standards: N/A

Maximum Height Limitation (in feet): 90 feet

**SECTION 78.** Except as expressly herein amended, Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser, Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russell Abeln*  
\_\_\_\_\_  
Russell T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Joaquin Rodriguez*  
\_\_\_\_\_  
Joaquin Rodriguez, AICP, Director  
Grant Funded Programs

**ORDINANCE NO.** \_\_\_\_\_

HQ2023-1526-CI | TRAN#503078

Title 20 Amendment – Union Plaza Architectural and Design Guidelines

RTA

# ARCHITECTURAL & DESIGN GUIDELINES

# UNION PLAZA

CITY OF EL PASO | 2023





# ARCHITECTURAL & DESIGN GUIDELINES UNION PLAZA

CAPITAL IMPROVEMENT DEPARTMENT - CITY DESIGN LAB

PLANNING AND INSPECTIONS DEPARTMENT

CITY OF EL PASO, TEXAS | 2023

## MISSION

Deliver exceptional service 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  
Respect,  
Excellence,  
Accountability,  
People

---

## ACKNOWLEDGMENTS

### CITY OF EL PASO

#### CAPITAL IMPROVEMENT DEPARTMENT - CITY DESIGN LAB

<b>Yvette Hernandez</b>	City Engineer
<b>Daniela Quesada</b>	City Architect
<b>Alex Hoffman</b>	Assistant Director of CID Planning
<b>Joaquin Rodriguez</b>	CID Grant Funded Programs Director
<b>Appolonia Roldan</b>	Urban Design Manager
<b>Marcella Attolini</b>	Urban Design Manager
<b>Jonathan Robertson</b>	Capital Planning Project Manager
<b>Stephanie Barrios-Urrieta</b>	Architectural Intern

#### PLANNING AND INSPECTIONS DEPARTMENT

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<b>Kevin Smith</b>	Assistant Director of Planning
<b>Javier De La Cruz</b>	Building Permits & Inspections Assist. Director
<b>Luis Zamora</b>	Chief Planner

#### ECONOMIC DEVELOPMENT DEPARTMENT

<b>Elizabeth Triggs</b>	Director of Economic and Intl Development
<b>Karina Brasgalla</b>	Economic Development Assistant Director

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## INTRODUCTION TO THE GUIDELINES

### ABOUT THE DESIGN GUIDELINES

Design guidelines are used in communities all over the United States. They are a helpful reference, and after the City Council adopts design guidelines, they also become requirements that must be followed. The design guidelines aim to improve the quality, development compatibility, and design permanence found in the Union Plaza District.

Union Plaza District strives to build upon its image as the most vibrant, walkable, mixed-use urban district in downtown El Paso. This document promotes enriching development by assuring it aspires to a greater architectural and urban design standard.

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- 6 UNION PLAZA DISTRICT BOUNDARY
- 7 HISTORY
- 8 SITE DEVELOPMENT
- 12 SITE DETAILS
- 18 BUILDING DETAILS
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- 28 APPLICATION REQUIREMENTS
- 30 DEFINITIONS





# DESIGN INTENT SUMMARY



## PURPOSE

These guidelines' primary purpose is to preserve Union Plaza District's general character. This document lists recommendations for site development, building form, and architectural character to ensure that new development contributes to our Downtown urban design goals and is compatible with the character of the existing Union Plaza District. Today, urban planning principles are guiding the City of El Paso to create new policies and regulations that will help restore a strong sense of place to our neighborhoods, commercial districts, and major transportation corridors.



## VISION

To provide convenient guidance, promote long-term preservation of property values through livability, and maintain the historic character of the Union Plaza District. These guidelines shall apply to all buildings within the boundaries of the Union Plaza District.



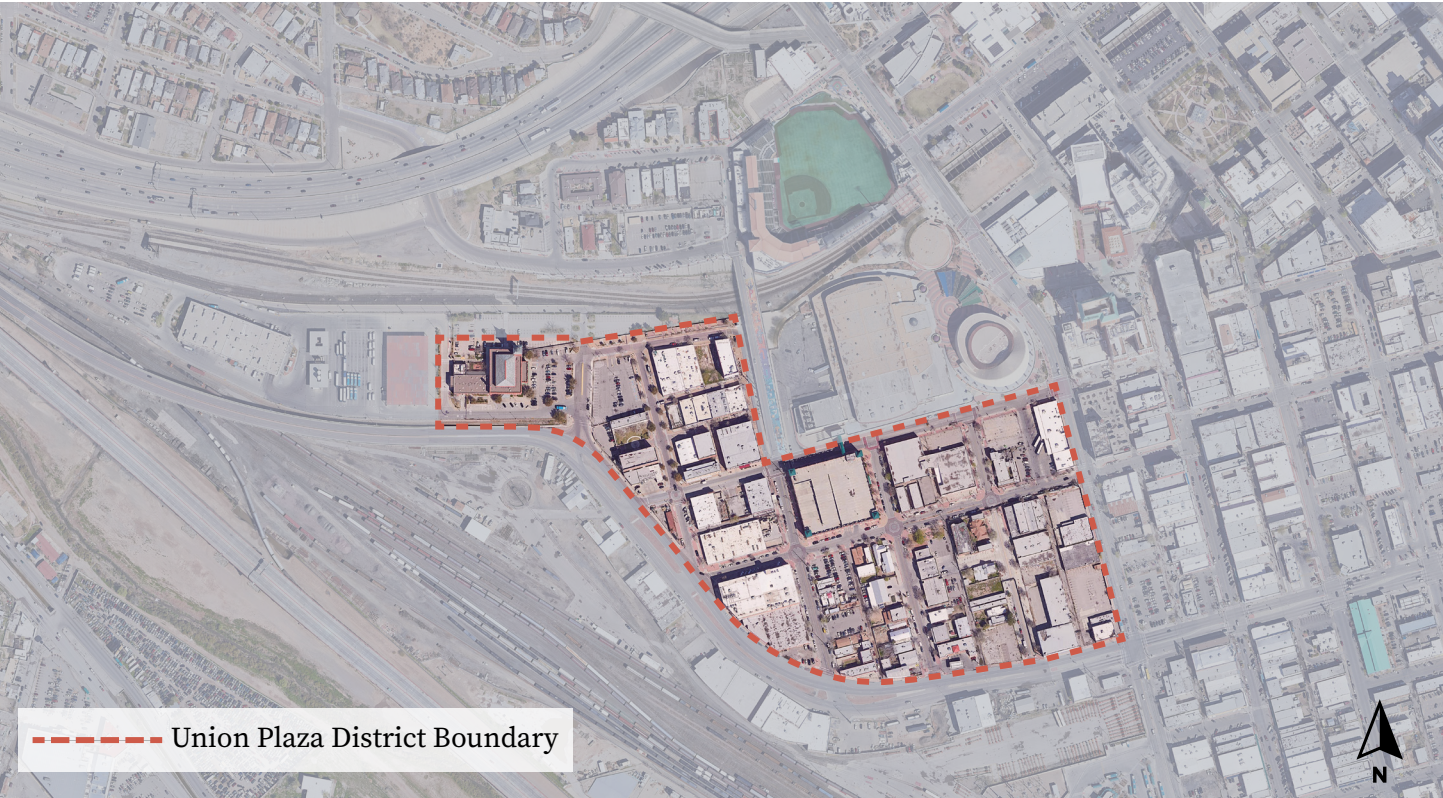
## OBJECTIVES

To provide convenient guidance, promote long-term preservation of property values through livability, and maintain the historic character of the Union Plaza District. These guidelines shall apply to all buildings within the boundaries of the Union Plaza District.

- Promote a pedestrian-oriented urban form.
- Maximize connectivity, infrastructure, and equity.
- Create dense development by supporting existing and new opportunities.
- Encourage adaptive reuse and support preservation.
- Strengthen our local economy.
- Enhance local identity and sense of place through place-making.



# Union Plaza District Boundary





# HISTORY

This part of downtown was developed, for the most part, after the completion of the Union Depot, a Daniel Burnham building from 1906, and thus, the surviving buildings reflect the character of that time. The surviving buildings of this era in this district are of masonry load-bearing construction with simple two-part commercial façades or warehouses. There are also two-story tenements and single-family houses from this period, reflecting masonry, adobe, and stone construction. The use of building materials achieved diverse expression in design. Brick comes in numerous colors and textures and is the predominant material. Cut stone was used for lintels, arches, and copings. Cast iron can still be seen in columns and beams. Successful redevelopment has been achieved through the adaptive reuse of existing buildings into mixed-use residential, commercial, and entertainment uses, successfully retaining the district's character.

Buildings constructed along San Francisco Street and San Antonio Street between 1900 and 1920 emphasize unity, order, and balance. The importance given to these qualities reflects two allied concerns. First is the premise that tradition provides the basis for sound design principles. Second is the belief that these principles apply not just to individual buildings but also to groups of buildings as a whole. Based on this premise, commercial buildings should contribute to a coherent urban landscape. While each façade may possess its own identity, and some should stand out as landmarks, most examples should be restrained and relatively unobtrusive. For the sake of design unity and identification, all future renovation and new infill construction shall use the Union Depot, a local and national landmark, as a reference for these guidelines.

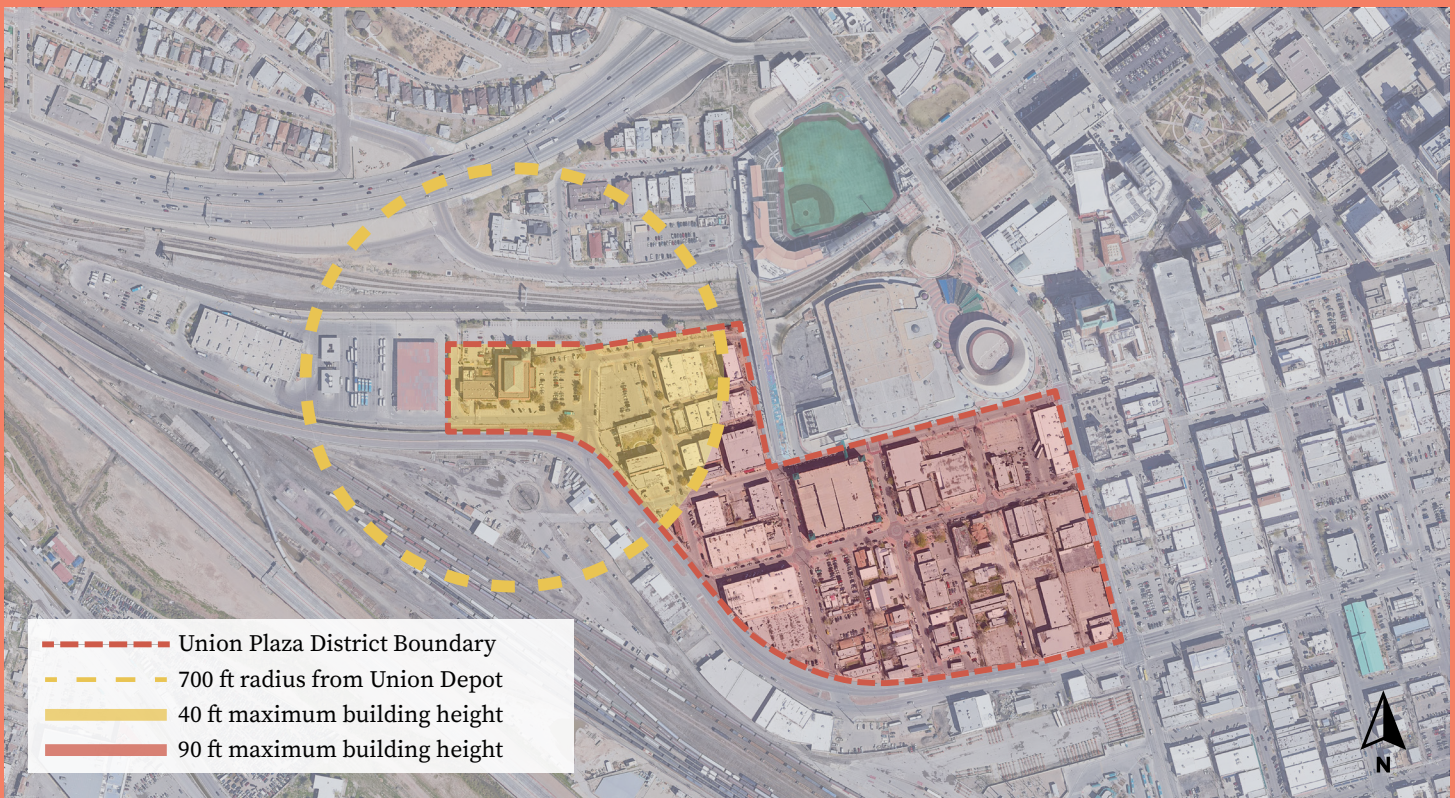


# SITE DEVELOPMENT

## HEIGHT

In the Union Plaza District, height limits of buildings or structures within a seven hundred (700) foot radius of any part of the façade of the Union Depot shall not exceed forty (40) feet as specified in [Section 20.10.360B](#). Please refer to the exhibit below.

Height limits of buildings or structures outside the seven hundred (700) foot radius will follow those height limitations as specified in [Title 20 Appendix B - Table of Density and Dimensional Standards](#) in the Zoning Code not to exceed ninety (90) feet.



# SITE DEVELOPMENT

## DEVELOPMENT STANDARDS

In the case of new construction of a mixed-use project, residential uses shall not occupy the ground floor. If the conditions below are met OR unless granted exemption through administrative review of a Detailed Site Development Plan:

- Not allowed when adjacent to a sidewalk.
- Allowed when a ground entrance is provided behind a commercial use, i.e., through a courtyard.

Where alleys are present, vehicular shall be prohibited from the front yard. Buildings shall be oriented to the street or the principal pedestrian entrance. For purposes of this requirement, “oriented” shall mean the building side(s) with the building’s main entrance. To activate the space for pedestrians, blank wall facades shall include any building face without an entrance or transparent windows. Refer to section “[Building Details](#)”.

Lot widths are to follow the initial/original subdivision lots of the area.

Due to the nature of existing development in the Union Plaza District, front, sides, or rear yards are zero-lot line.





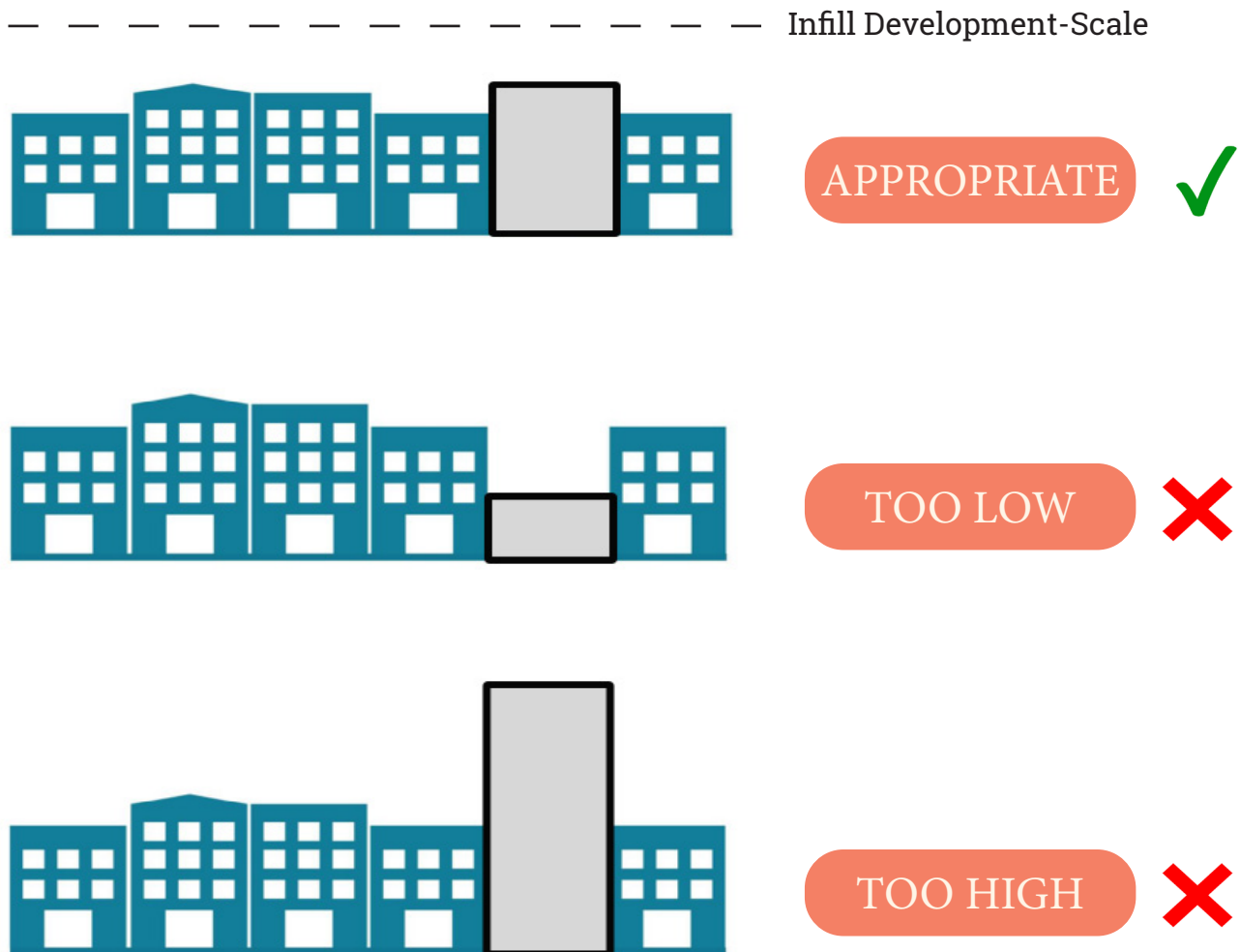
# SITE DEVELOPMENT

## PATTERN & RYTHM

The repetition of walls, windows, and doors in the façade of the building establishes a pattern sensed by a person observing a building. Architectural elements such as covered entrances, display windows, landscaping projections, and roof lines contribute to the pattern and rhythm of any urban environment.

New construction and additions should maintain and reinforce the existing pattern and contribute contextually through proportional height and massing. For larger buildings, this can be achieved by the articulating elevations and façades.

Refer to section “Building Details”.



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# SITE DETAILS

## SIDEWALK AND PEDESTRIAN CROSSINGS

For projects within the public right-of-way, designers should strive to incorporate the following design elements.

- Sidewalks and pedestrian crossings should be enhanced by the use of color patterns.
- Enhancements can be accomplished by using pavers, tiles, impressing patterns on concrete, or other techniques.
- Material in crosswalks should be smooth to allow easy walking and access. Heavy textures and materials should be utilized at the border to separate the crosswalk from the roadway.

Sidewalks and pedestrian crossings must align with the adopted [El Paso Complete Streets Policy 2022](#).





# SITE DETAILS

## LIGHTING

Lighting provides safety and visibility. It provides safe movement of vehicular and pedestrian traffic, security and crime prevention, and accentuates important landmarks.

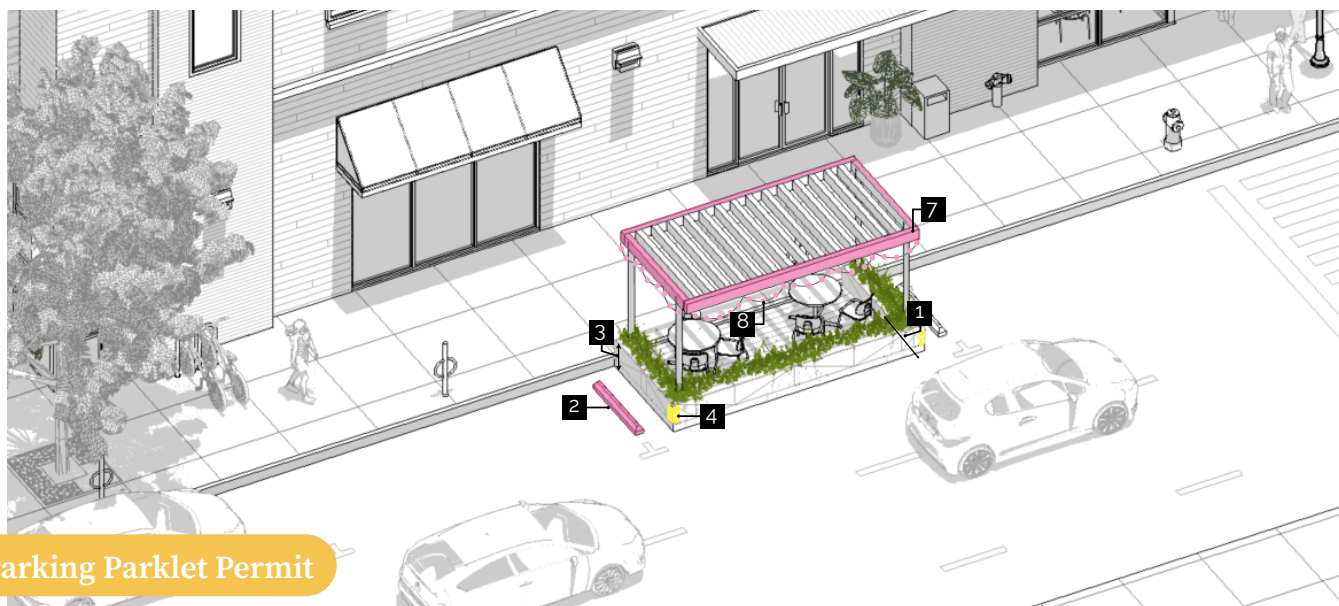
Period light fixtures should be installed on all sidewalks, alleys, open spaces and building facades with the owner's permission, and security lighting in alleys and parking lots. Scone lighting is permitted. Neon lighting and fiber optics may be used on building fronts as logos, accents, and signs inside window displays or to highlight architectural features.



# SITE DETAILS

## OUTDOOR CAFES

Outdoor cafes shall follow regulations in title 15 and 20 and the [Right-of-Way Cafe Program 2023](#). The dimensional standards of an outdoor cafe shall align with the Right-of-Way Cafe program. Landscape for outdoor cafes in the right-of-way should follow the [Downtown Street Tree Master Plan 2023](#).



\*Image source [Right-of-Way Cafe Program 2023](#)

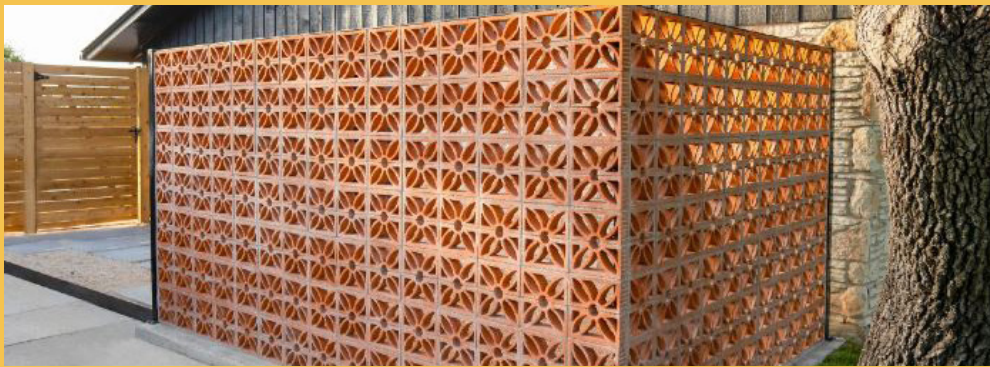


# SITE DETAILS

## FENCING AND WALLS

Brick, masonry (not to include cinderblock), decorative breeze blocks, and wrought iron materials are acceptable for fencing. **Chain link fencing is incompatible** with the Union Plaza District and is not permitted in the district. Loading docks and trash receptacles shall be screened. Iron bollards with the chains are acceptable as fencing for parking lots. In permissible uses, removal of surface lots as a permitted use or limited to locations such as behind buildings.

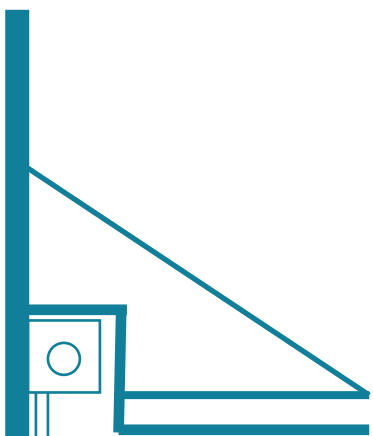
Specific design and locations regulations for fences and screening walls shall follow the requirements in **Sections 21.50.070(F)(5)** of the El Paso City Code.



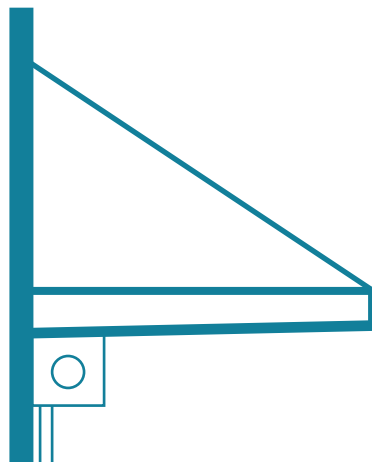
# SITE DETAILS

## SECURITY

Metal security grills are permitted. Security grills, other than electronic security devices, are limited to roll-up screen/doors/grills and shall be incorporated and concealed by a storefront awning or otherwise integrated into the design of the building facades. Devices housing mechanisms must not be visible. The curtain itself shall be of an open mesh design. Solid curtains are prohibited.



APPROPRIATE



NOT APPROPRIATE



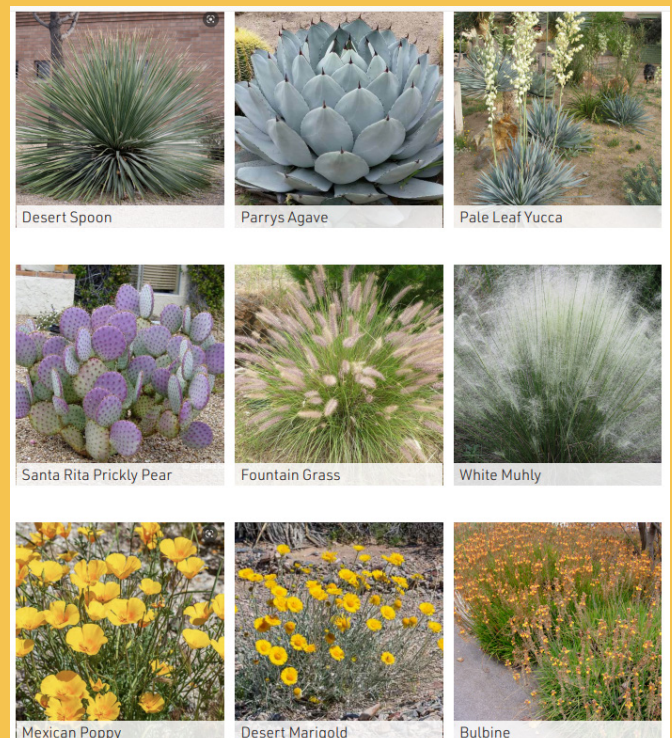
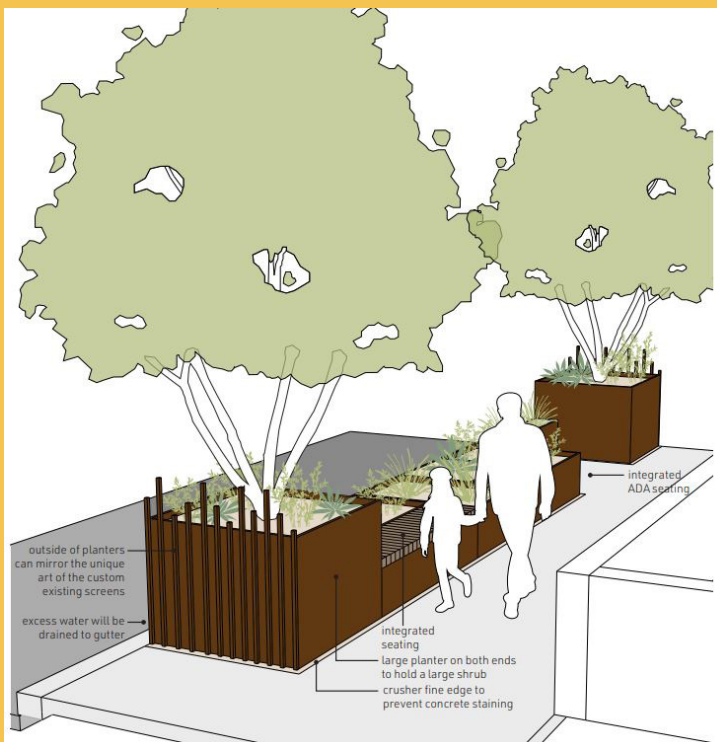


# SITE DETAILS

## LANDSCAPING

The regulations of [Chapter 18.46](#) of the El Paso City Code (Landscape Ordinance) are exempt in the district. However, landscaping should utilize drought tolerant plants and shrubs in the [approved list by the City Arborist](#) that effectively shade buildings and right-of-ways. Union Plaza shall also follow the standards set in the [Downtown Street Tree Master Plan 2023](#). Given the lack of building setbacks and sidewalk widths, creative use of window boxes and planters should be encouraged. Planters should provide an internal irrigation system to promote the long term life of the landscaping. Functional considerations such as solar radiation, water demands, plant selection and maintenance requirements should be given careful attention. Aesthetic principles to be considered are unity, balance, and scale. Both aesthetic and functional principles should be analyzed completely when designing a landscape plan for any redevelopment or new construction project.

Following the Union Plaza requirements will be eligible for landscape reduction.



\*Image source [Downtown Street Master Plan 2023](#)



# BUILDING DETAILS

## EXTERIOR FINISHES

The following are material recommendations and guidelines for articulating the facades and elevations of new construction or additions permissible in the Union Plaza District.

- Existing masonry and mortar should be retained if possible. The original color and texture of masonry should be retained wherever possible.
- Original architectural detailing should be maintained as much as possible.
- Colors used for finish should blend with surrounding buildings/materials. Bright colors should be used only as accent colors.

## Material utilization guidelines

For commercial and residential construction, applicant may chose one from the following options:

- A.** Two to four material category combination in hierarchy:
- Primary material: no more than 70% of the surface area of the building envelope
  - Secondary material: no more than 40% of the surface area of the building envelope
  - Tertiary material: no more than 25% of the surface area of the building envelope
  - Accent material: limited to trim and details

OR

- B.** Material category combination in varying horizontal projections, or relief:
- Minimum two material category selections
  - Material selections may NOT abut one another in a flush or continuous plane
  - Minimum material projection from main façade plane to be 4 in.

OR

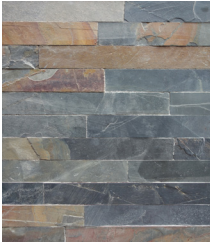
- C.** A combination of options A and B to be reviewed administratively for approval
- Proposed material subdivision as additions to the materials categories may be Considered

# MATERIAL CATEGORY LIST

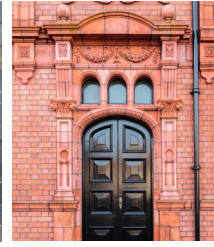
## Masonry



Brick



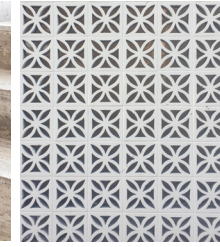
Stone cladding



Terra cotta

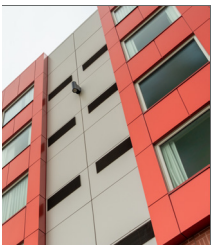


Natural stone

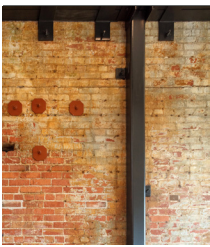


Breeze blocks

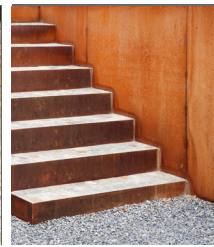
## Metals



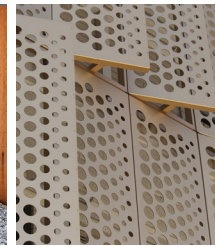
MCM - metal composite materials



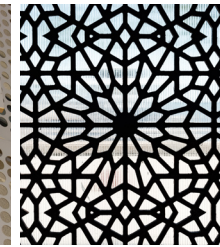
Structural metal framing/steel framing



Weathering steel (Corten)



Perforated/expanded metals



Metal fabrications



Decorative metals



Prefabricated metal finishes

## Concrete



Cast in place concrete



Architectural concrete



Stamped concrete/Concrete finish



Polished/colored concrete



Pre-cast concrete panels



Tilt-up concrete

## Wood and composites



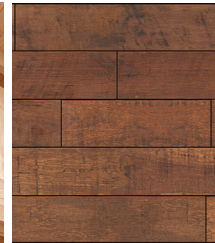
Heavy timber construction



Wood siding



Exposed glulam construction



Laminated veneer lumber



Cast polymer fabrications

## Finishes



Tiling (ceramic, glass, porcelain, mosaic, etc)



Terrazzo



Plastering



Stucco

\*Glazing is not included as a material, as **all** buildings are expected to include some form of glazing.

# BUILDING DETAILS

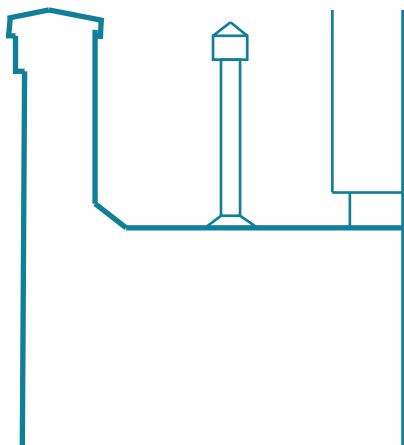
## ROOFS

Any roof structure included as part of new construction must be compatible in the flat roof, built-up asphalt design and style of other buildings and with the Union Depot, or complimentary/ contributing to the character. Factory colored metal roofing is considered acceptable within the Union Plaza Project Area.

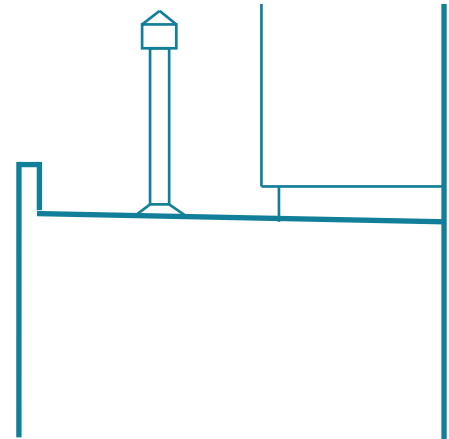
## CHIMNEYS AND VENTS

The existing structures in Union Plaza do not have large, conspicuous, smokestacks, chimneys or roof-mounted vents. Unless these are required for normal operation of a facility by the building or safety codes, they are not recommended as part of a new building design.

Reasonable attempts should be made to conceal unsightly vents with materials or in the placement of such vent. Flat roofs shall be enclosed by parapets a minimum of forty-two (42) inches high, or as required to conceal mechanical equipment. (See [section 21.50.140](#))



APPROPRIATE



NOT APPROPRIATE



\*Hide vents and mechanical equipment behind parapets



# BUILDING DETAILS

## WINDOWS AND DOORS

- Only non-reflective glazing that is clear, lightly tinted, or smoked is permitted.
- Original windows and door should be preserved and maintained provided that they are in good condition. Replacement windows and doors must either match the same size and style of the original or complement the existing aesthetic.
- Architectural detail such as arches, lintels and transoms (even if they are not operable) should be preserved as part of the building elements when possible.
- Awnings, extended roof eaves, and deep-set windows are alternative ways to shade windows without the use of reflective surfaces.
- Shaded entryways and patios to preclude cooled air loss are recommended.
- Doorways are an important feature of any building and should either reflect the architecture of the area or present a prominent entrance that contributes to the aesthetic of the building.





# BUILDING DETAILS

## DOWNSPOUTS

- Anodized aluminum and copper downspouts are acceptable.
- All roof runoff must drain through downspout.





## AWNINGS AND CANOPIES

- Awnings and canopies should be placed at the top of openings, but they should not cover important architectural details or elements.
- Awnings and canopies should be of an appropriate size and scale in relation to the building's facade. Awnings should not cover more than one third (1/3) of the window opening.
- Fixtures should not extend across the facades of several buildings and should fit their openings.
- Colors on awnings and canopies should be considered carefully. Generally, colors should relate to a structure's overall color scheme.
- Awnings and canopies should be used to hide the housing of security mechanisms, when such devices are used.
- A canopy or other sunshade over a walkway is permitted in the front yard or any yard abutting a street. The canopy or sunshade may extend to within three (3) feet of the property line.



APPROPRIATE



NOT APPROPRIATE



# SIGNS

## GENERAL INFORMATION

All signs must adhere to [Title 20.18.470](#), in addition to the following:

- Off-premise signs, roof mounted and billboard signs are not permitted in the district.
- Applicants may install only one of the following two type of signs: freestanding or monument.
- Shingle signs are also permitted in addition to either sign type and will not be counted toward the allowable wall sign area limit.
- Blade signs are permitted as per [Title 20.18.470](#).
- Auxiliary signs are permitted to assist in the safe and efficient movement of pedestrians and vehicular traffic.
- Banners are prohibited, with the exception that they may be used for a period not exceeding ten (10) days for grand openings, festivals, and charitable functions only.

## ILLUMINATION AND MOTION

Flashing and intermittent or moving lights are prohibited. Twirling, rotating, and revolving signs are prohibited. Design should be artistic, innovative, yet compatible with the building and the surrounding area.

## COLOR AND DESIGN



NOT APPROPRIATE





# SIGNS

## FREESTANDING OR MONUMENT SIGNS

Freestanding or monument signs are only permitted in four instances:

- District identification
- Directory
- Parking lots or structures
- New construction.

In the case of parking lots and new construction, two (2) freestanding or monument signs are permitted on each site.

Each freestanding or monument sign may not exceed a maximum face area of seventy-two (72) square feet. The vertical dimension of the sign face should not exceed eight (8) feet.

Freestanding or monument signs constructed of plywood are not permitted.

Materials permitted for the construction of freestanding or monument signs must be of the same or compatible materials of the building for which the sign is intended.





# SIGNS

## WALL SIGNS INCLUDING CANOPY AND AWNINGS

All canopies or awnings installed in the Union Plaza District must also meet the guideline set forth on [page 23](#).

- The total area of wall signs may not exceed ten percent (10%) of the face area of the elevation of the building on which the signs are to be placed.
- A wall sign shall not project more than eighteen (18) inches, diagonally, from the face of the wall or the surface of a canopy or awning on which the sign is constructed.
- Wall signs shall not extend, vertically or horizontally beyond the edges of the building or structure on which they are attached.
- Every reasonable attempt must be made to preserve existing historic wall signs. They add to the theme of the district, and shall not be counted toward total sign limitations.



# SIGNS

## SHINGLE AND BLADE SIGNS

- Each shingle sign shall not exceed a minimum sign area of six (6) square feet.
- The bottom edge of a shingle must not be more than two (2) foot below the bottom edge of any canopy.
- The end of a shingle sign may not extend beyond the edge of any canopy.
- A shingle sign must be placed perpendicular to the front wall of the building.





# APPLICATION REQUIREMENTS

## OVERVIEW

All applications for redevelopment of existing buildings or structures or new construction must comply with the **Union Plaza Design Guidelines**. The purpose of these guidelines is to protect business investments in the district from unsightly construction that would ultimately diminish the appeal of the district. Property owners and their design professionals (architects, builders, etc.) Should consult these design guidelines as early as possible when planning a project.

All applications prior to submittal should review the **Code of Ordinances El Paso: Appendix A - Table of Permissible Uses**. Building use should be permitted under Special Purpose (U-P) Union Plaza.

P - Permitted  
X - Not Permitted  
D - Detailed Site Plan Required  
S - Special Permit Required  
A - Permitted Accessory Use



## DESIGN REVIEW SUBMITTAL REQUIREMENTS DETAILED SITE DEVELOPMENT PLAN

Prior to the issuance of any building or related permits for any new construction or renovation of the exterior of existing buildings and structures, drawings and applications shall first submit a Detailed Site Development Plan Application to comply with **Section 20.04.150** as part of a building permit application. A building permit may only be granted once a Detailed Site Development Plan has been submitted and approved. To ensure the proposed construction complies with these guidelines, reference the **Code of Ordinances El Paso Municode Union Plaza (U-P) section 20.10.360 Mixed-use development**.

DOWNLOAD APPLICATION - **Detailed Site Development Plan** (if required)

All documents shall be submitted to Planning & Inspections Department electronically through **Citizen Access Portal** and all payments should be paid through our One Stop Shop in person or online.



811 Texas Ave. El Paso, Texas 79901



(915)212-0104



OSSHelp@elpasotexas.gov

## WHAT IS A PRE-SUBMITTAL REVIEW?

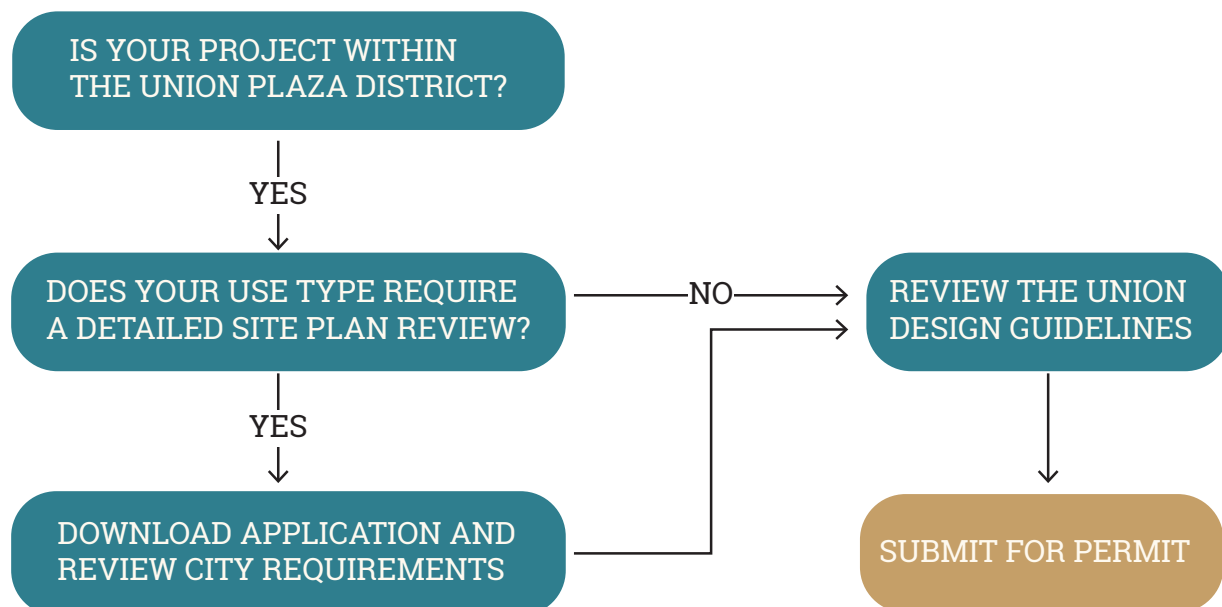
The pre-submittal review offers you and your team the opportunity to meet with City staff from various disciplines and ask questions about site requirements and construction code criteria. We use the pre-submittal review to identify the options you have moving forward with your project, helping you avoid issues or changes later in the process.

## WHO IS ELIGIBLE FOR A PRE-SUBMITTAL REVIEW?

Anyone with a proposed project in the City of El Paso, such as a new construction, renovation, additions, demolitions, etc. may request a pre-submittal review. The proposed project may be in any phase of the pre-submittal design, it can be anything from a rough conceptual idea.

## HOW TO SCHEDULE A PRE-SUBMITTAL REVIEW?

To schedule a pre-submittal, email your [Pre-Submittal Review Application](#) online. Once application is submitted, you will receive an email for application payment.



For more information regarding this application, please contact the Planning and Inspections Department at (915) 212-01040 or visit our website at <https://www.elpasotexas.gov/planning-and-inspections>

# DEFINITIONS

The following definitions are provided for purposes of this document only.

## A

**Accessible** - An environment or facility that provides equal access to people with different abilities.

**Active Street Frontage / Use** - Street frontage that enables direct visual and physical contact between the street and the interior of the building. Clearly defined entrances, windows, and shop fronts are elements of the building façade that contribute to an active street frontage.

**Amenities** - A desirable or useful feature or facility of a building or place.

**Architectural Rhythm** - A strong, regular, repeated pattern of a design elements which can include building massing, architectural detailing, texture, and color.

**Authentic** - Not false or copied; genuine; real.

**Awning** - A roof like shelter of canvas or other material extending over a doorway, from the top of a window, over a deck, etc., in order to provide protection, as from the sun.

## B

**Buffer** - To create a separation between dissimilar uses and/or development intensities, in an effort to reduce or mitigate the effects of one area upon the other.

**Building Form** - A specific style of building design or building feature(s).

## C

**Character** - Features, qualities, and attributes that give a place its identity.

**Context** - The relationship between a location and its surrounding natural, built, and/or planned environment; the whole environment relevant to a particular building or place; the interrelated conditions in which something exists or occurs.

**Condition** - Refer to the physical state of a structure or object.

**Continuity** - Design similarities between two or more things that provides a connection between them.

## D

**Design District** - Any zoning district or overlay district within which more specific architectural design elements are required.

**Design Element** - The use of colors, space, texture, and other components in an artistic representation.

---

# DEFINITIONS

**Design Feature** - The arrangement or pattern of elements or features of an artistic or decorative work.

**Development** - The process of developing or being developed.

**Durability** - The ability to withstand wear, pressure, or damage.

## E

**Eave** - The part of a roof that meets or overhangs the walls of a building.

**Element** - A component, part, or constituent of a whole.

**Equity** - The practice of ensuring that processes and practices are impartial, fair, and provide equal possible outcomes for everyone involved.

## F

**Façade** - The front part or exterior of a building.

**Frontage** - The front façade of a building; area of public realm that is parallel to the front of a building.

## M

**Massing** - The physical volume, shape, or bulk of a building.

**Mixed-use** - The practice of allowing more than one type of a land use in a building or set of buildings.

**Mixed-use** may be developed in a variety of ways, either horizontally in multiple buildings, vertically within the same building, or through a combination of the two.

**Mobility** - The ability to move from one place to another, or to transport goods or information from one place to another.

## N

**New Development** - The business of constructing buildings or otherwise altering land for new uses.

## P

**Passive Design** - Building design that uses site, vegetation, natural processes, elements, and material attributes coupled with building orientation, spatial placement, and materials selection to achieve human comfort and minimize resources and energy consumption and costs.

---

# DEFINITIONS

**Pedestrian Clear Width** - Streets and public spaces that accommodate and encourage pedestrian activity through the provision of active uses, informal gathering spaces, lighting and safety features, and other pedestrian-serving amenities.

**Pedestrian Corridor** - A path or guided way that is developed to promote walking as an attractive means of transportation and utilized primarily by pedestrians as they move between major activity centers.

**Pedestrian-Oriented Design** - A form of development that makes the street environment inviting for pedestrians.

## R

**Right-of-Way** - Land which by deed, conveyance, agreement, easement, dedication, usage, or process of law is reserved for or dedicated to the general public for street, highway, alley, public utility, pedestrian walkway, bike-way, or drainage purposes.

## S

**Sense of Place** - The combination of characteristics that gives particular locations or areas a unique personality.

**Setbacks** - A distance from a curb, property line, or structure within which building is prohibited.

**Site** - The land on which a building or other feature is located.

**Storm-water Element** - Storm-water is rainwater plus anything the rain carries along with it. An element of storm-water is one in which it is specifically designed to capture, detain, and/or retain storm-water for cleaning or reuse.

**Structure** - Anything constructed or erected on the ground or attached to something having a location on the ground.

## T

**Transition Areas** - A change from one development area to another, either in terms of height, density, intensity, or character - usually as a means to ensure compatibility between developments.

## W

**Wayfinding** - Encompasses all of the ways in which people orient themselves in physical space and navigate from place to place, usually through the use of landmarks, effective signage, and building design.









# UNION PLAZA REVITALIZATION STRATEGY:

## Design Guidelines Update



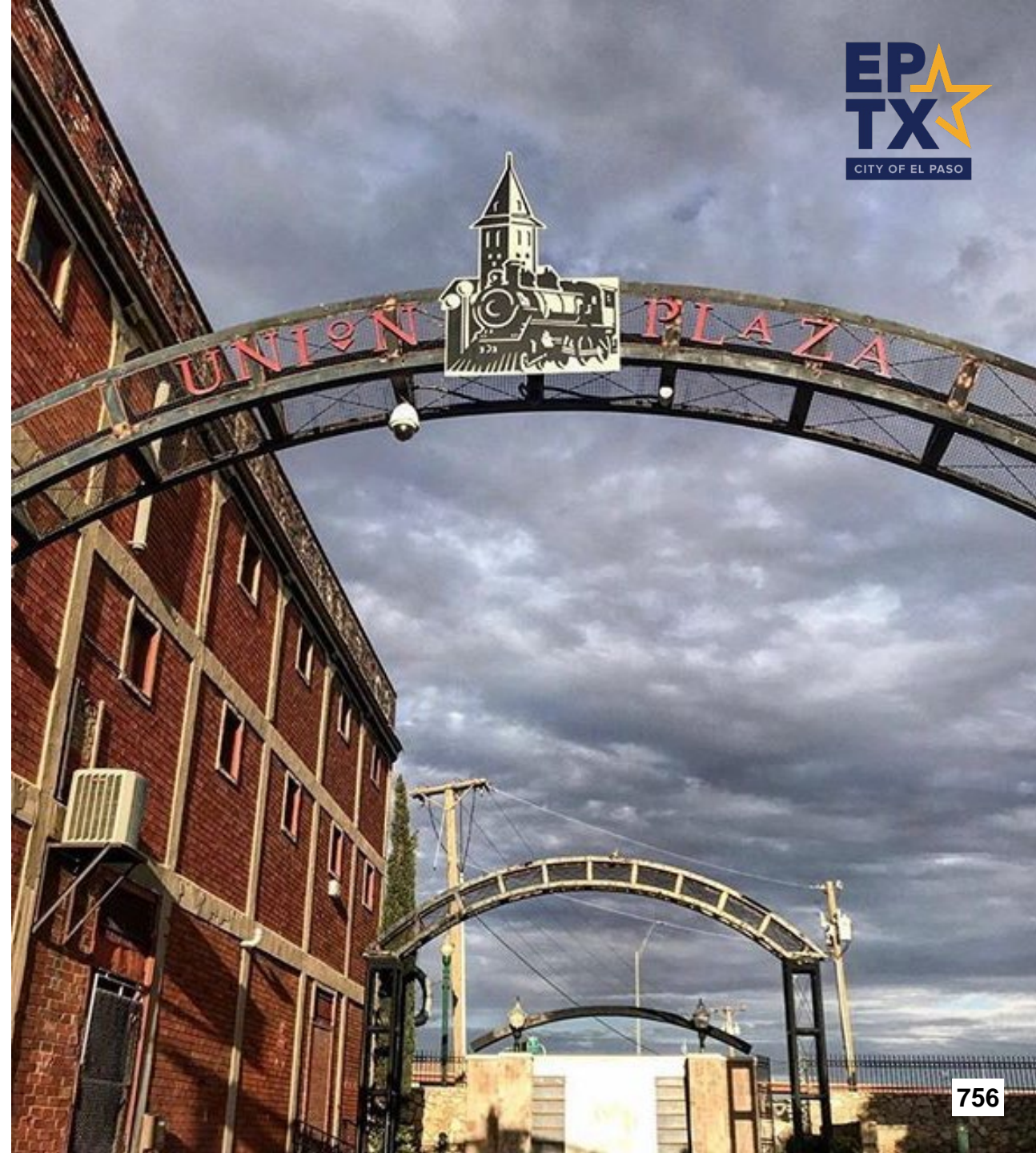
UP



# Strategy Overview

1. PRELIMINARY ASSESSMENT
2. BRANDING & IDENTITY
3. DOWNTOWN PROJECT INTEGRATION
4. UNION PLAZA ARCHITECTURAL & DESIGN GUIDELINES | REVIEW PROCESS

UP



An architectural rendering of a large, multi-story brick building, identified as Union Plaza, at dusk. The building has a classical architectural style with a decorative cornice and numerous windows, many of which are illuminated from within. The sky is a mix of blue and orange, suggesting sunset or sunrise. In the foreground, there are some trees and a few people walking, giving a sense of scale and activity.

## **GOALS:**

### **UNION PLAZA REVITALIZATION & ongoing studies/efforts:**

- Supports infill development and increased density w/ **uptown downtown plan & infill policy**
- Promotes connectivity/walkability between downtown neighborhoods w/ **downtown street tree plan & alley activation**
- Leverages **existing investments and economic development programs** to continue growth and revitalization



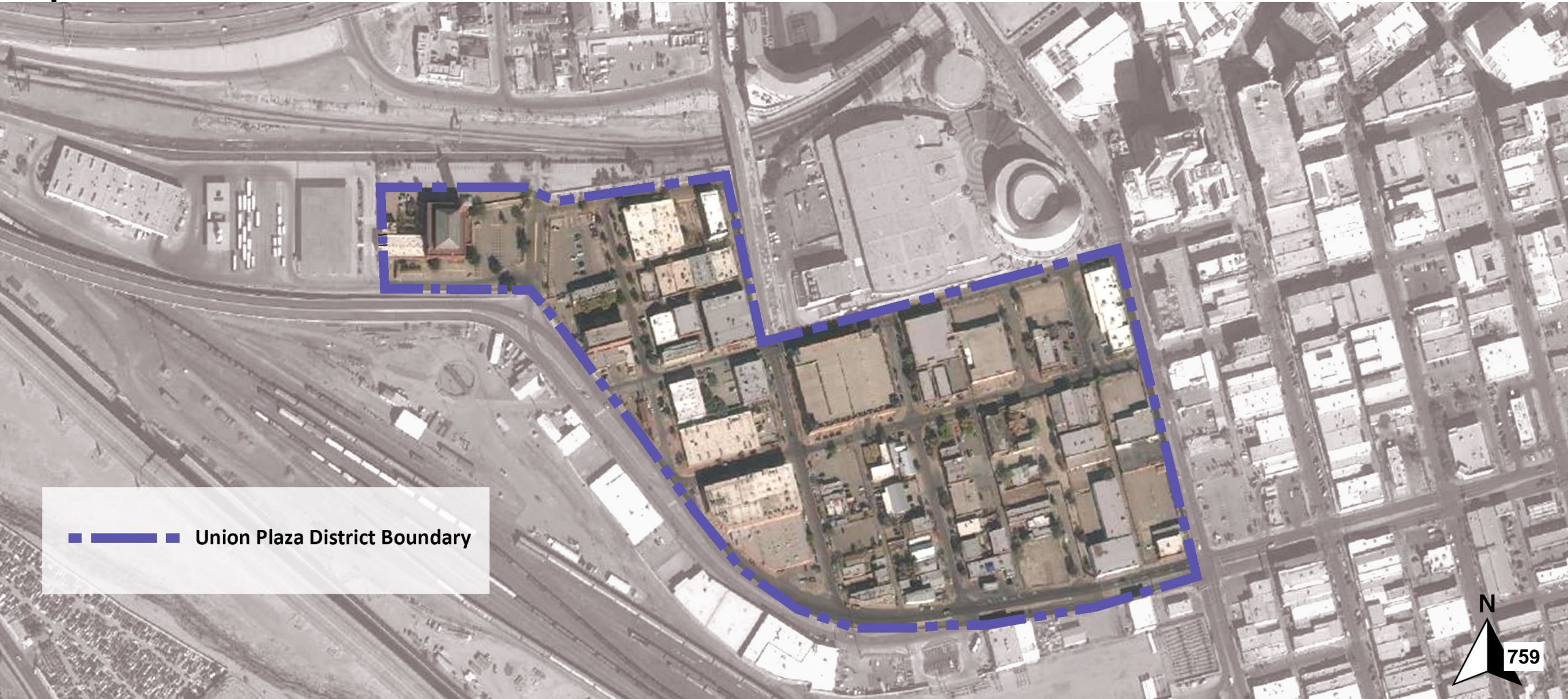
# I. PRELIMINARY ASSESSMENT:

Detailed inventory of existing  
buildings and conditions





# UNION PLAZA DISTRICT BOUNDARY MAP





# UNDERSTANDING CURRENT CONDITIONS, REDEVELOPMENT AND NEED IN THE DISTRICT

## Complete:

1. Building permit assessment
2. Incentive Application Assessment
3. Occupancy and availability assessment
4. Public Engagement Summary
  - Property Owner / A&E roundtable
  - Identify building code challenges
  - Financing and Investment issues



## 2. BRANDING & IDENTITY

District boundary & Design  
Development standards

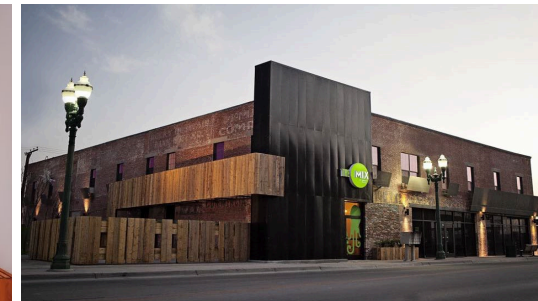
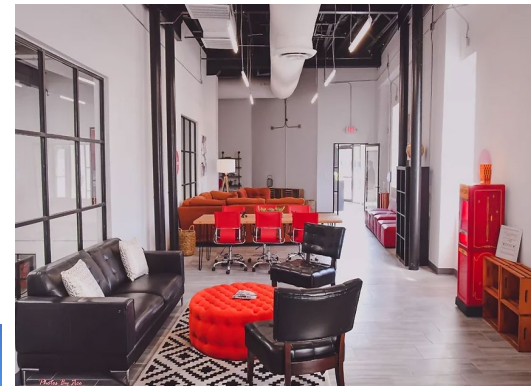




# CRAFTING A VISION FOR THE DEVELOPMENT OF THE UNION PLAZA DISTRICT:

## Branding: Traditional Neighborhood Development

- Neighborhood-scaled amenities
- Office and residential
- Family-oriented entertainment
- Equitable development
  - Pocket parks
  - Lighting, accessibility, & pedestrian infrastructure
  - Access to mass transit
  - Free Wi-Fi



## Wayfinding and Urban Design Guidelines

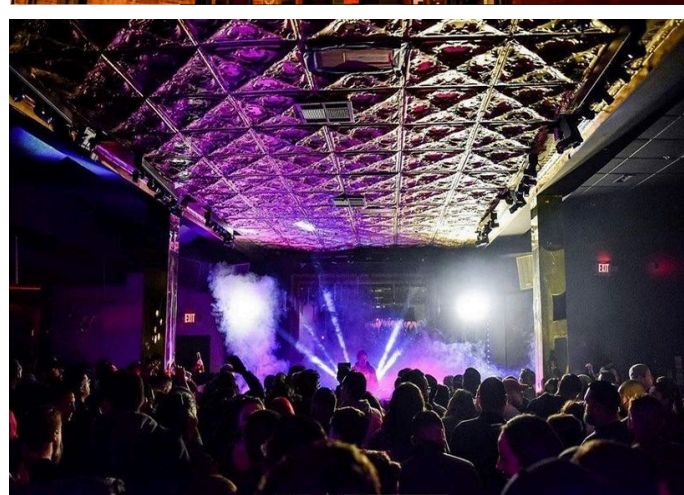
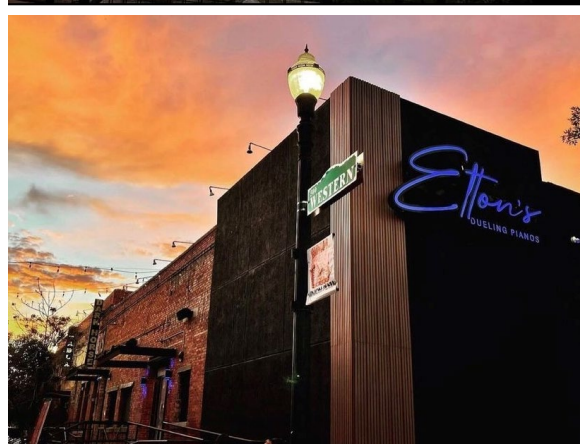
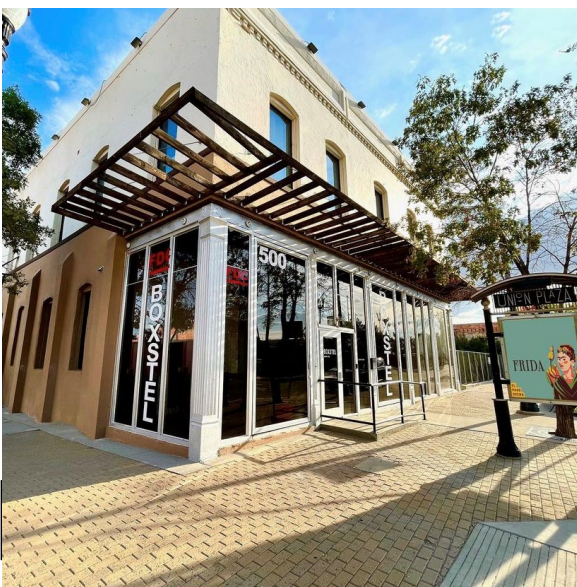
- Defined Union Plaza Design District edges
- Tie in to Paisano Corridor
- Clear identity and sense of place





# ADAPTIVE REUSE FOR THE ON-GOING REDEVELOPMENT OF THE UNION PLAZA DISTRICT:

Existing buildings can be adapted for a wide range of uses





# 3. DOWNTOWN PROJECT INTEGRATION

Intersection with Convention facilities  
& other downtown projects to extend  
open public space, neighborhoods and  
amenities to residents and visitors

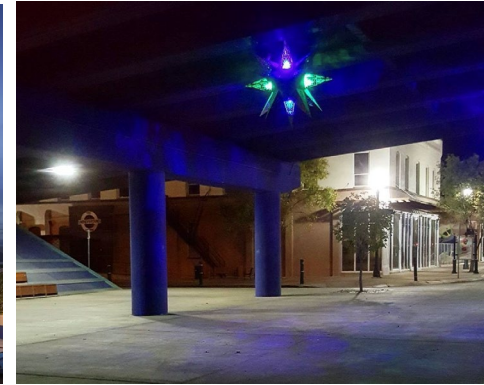
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# DOWNTOWN PROJECT INTEGRATION

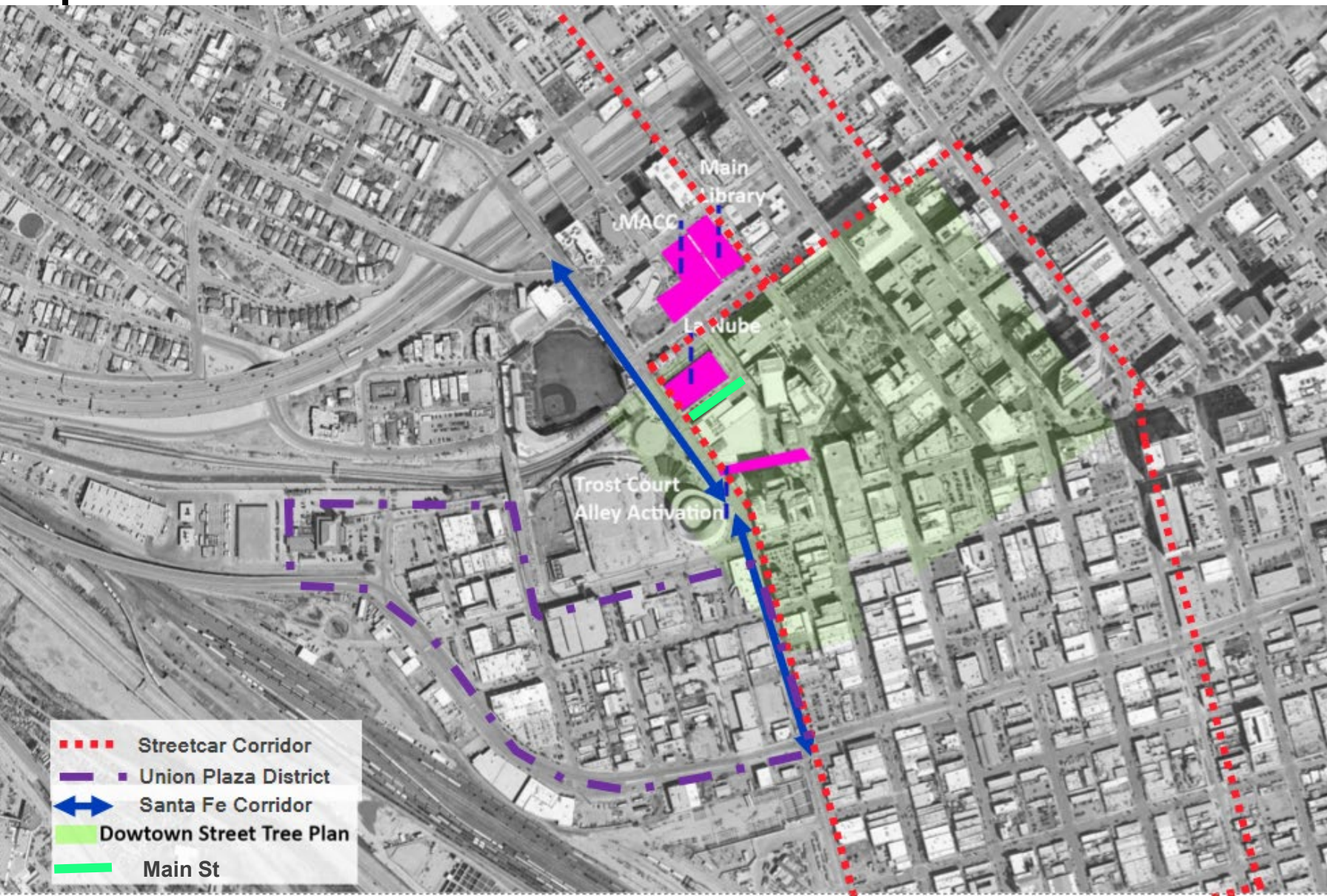
Create access/connectivity to unique outdoor spaces connecting facilities continuing the pedestrian pathway theme with projects such as:

- Union Plaza; Architectural Design Guidelines
- Downtown Street Tree Master Plan
- Main St. Streetscape Improvements
- ROW Café Program
- Alley Activation
- DT + UT, and Surrounding Neighborhoods Plan
- Museum Campus
- Southwest University Park
- San Jacinto Plaza
- Santa Fe Corridor
- Strategic Plan



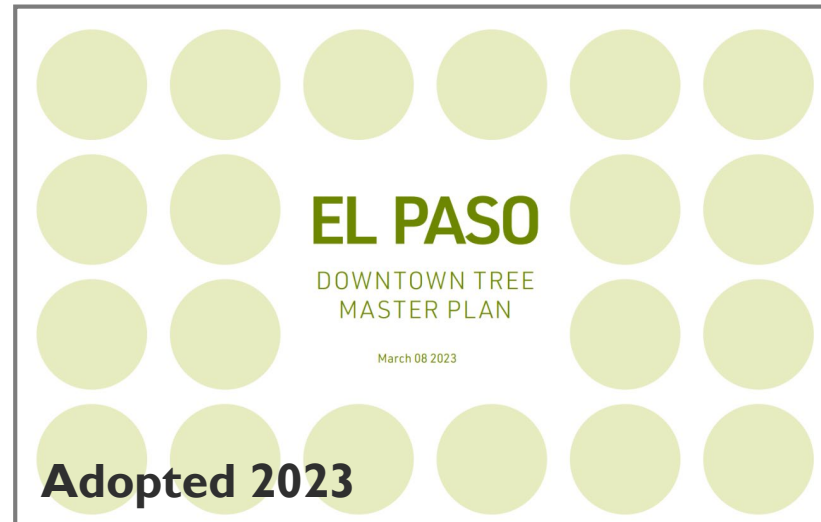
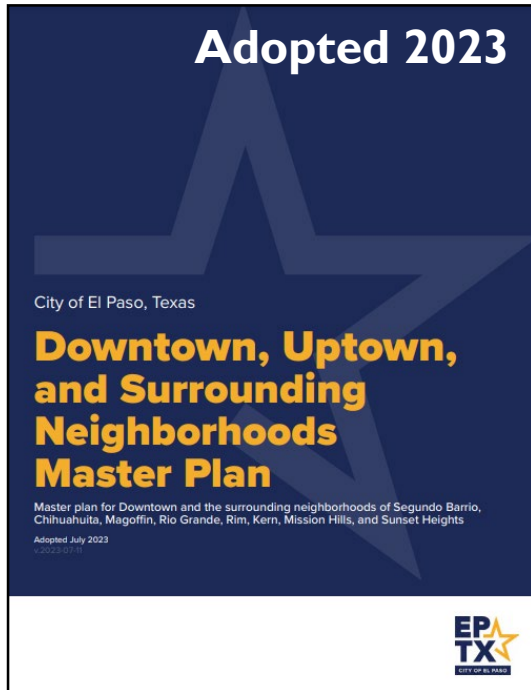


# DOWNTOWN PROJECT INTEGRATION MAP



# DOWNTOWN PROJECT INTEGRATION

Union Plaza District Boundary: Capital Improvement Planning Efforts





# 4. UNION PLAZA ARCHITECTURAL & DESIGN GUIDELINES

Review Process & Handbook

UP



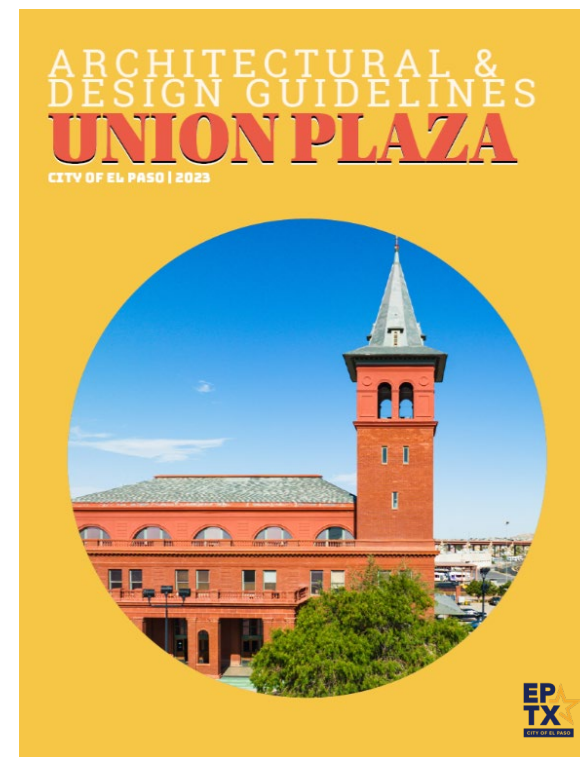


# UNION PLAZA :ARCHITECTURAL & DESIGN GUIDELINES

The primary purpose of these guidelines is to preserve the general character of Union Plaza. This document lists recommendations for site development, building form, architectural character to assure that new development contributes to our Downtown urban design goals and is compatible with the character of the existing Union Plaza district.



# 1996



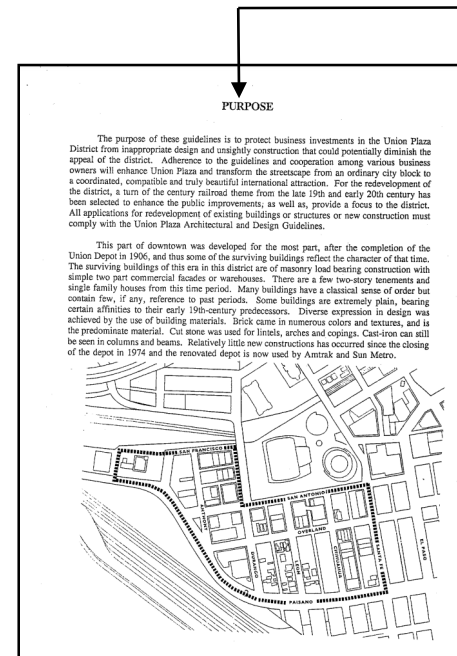
# 2023

# UNION PLAZA :ARCHITECTURAL & DESIGN GUIDELINES

## Updated UP Handbook Objectives

- **Adaption to Changing Needs:** New allowed permissible uses within the district, the architectural guidelines should adapt to accommodate these shifts while preserving the district's character.
- **Preservation of Cultural Heritage:** Updating the handbook ensures that the guidelines and standards for preserving the heritage remain current and effective.
- **Legal and Regulatory Compliance:** Updated handbook ensures that the guidelines align with the latest building codes, zoning regulations and other legal requirements.
- **Streamlined Process:** Making guidelines accessible and application/review process user-friendly.
- **Emerging New Technologies:** New construction materials, building techniques and best practices.

## UP HANDBOOK



**BEFORE**



**AFTER**



## STAFF RECOMMENDATIONS

- Adoption of the Union Plaza Architectural & Design Guidelines Handbook 2023

## UNION PLAZA & DOWNTOWN REVITALIZATION:

- The handbook will streamline the design and construction process by providing clear, current and reliable information
- It ensures that guidelines and standards remain relevant and effective in the face of changing needs, regulations, and advancements in preservation practices



# THANK YOU Q&A

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El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1118, **Version:** 1

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### **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 Manager's Office, Dionne Mack, (915) 212-1064

#### **AGENDA LANGUAGE:**

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

Discussion and action on a report regarding the feasibility and benefits of issuing El Paso City Identification cards to residents and an implementation plan for implementation of an El Paso City Identification Card program.

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

**DEPARTMENT:** City Manager's Office

**AGENDA DATE:** August 29, 2023

**CONTACT PERSON NAME AND PHONE NUMBER:** Deputy City Manager/Dionne Mack (915) 212-1064

**DISTRICT(S) AFFECTED:** All Districts

**SUBJECT:**

Discussion and Action on a report regarding the feasibility and benefits of issuing El Paso City Identification cards to residents and an implementation plan for implementation of a El Paso City Identification Card program.

**BACKGROUND / DISCUSSION:**

On April 25, 2023 the City Manager was directed to develop a plan for a Municipal ID program. A Municipal ID is an ID card issued by the City to ensure that residents can fully participate in the civic and economic opportunities within the city.

The feasibility study shall include, but is not limited to, the following:

- a. The efficacy of implementing a El Paso City Identification Card program, with respect to the potential use of the identification cards for access to County and City services.
- b. The costs associated with implementing a El Paso City Identification Card program, including any fee to residents.
- c. Identification of a funding source for the implementation of a El Paso City Identification Card program.
- d. Identification of the department that would administer the El Paso City Identification Card program.
- e. Identification of the information that would be displayed on the El Paso City Identification Card, which at a minimum should include the card holder's photograph, name, date of birth, address, and card issue and expiration dates.
- f. Identification of the type of documents that would be acceptable to prove identity and residency in the City or County of El Paso.
- g. Review and analysis of county and municipal identification card programs implemented throughout the United States.
- h. Identify whether and what kind of information, including personal information such as names, addresses, and dates of birth, will be collected as part of the El Paso City Identification Card issuance process; and
- i. With respect to the information, if any, that will be collected as part of the El Paso Identification Card issuance process, identify whether that information could be requested by, and must be provided to, other government agencies, including the federal government, and/or individuals.

**PRIOR COUNCIL ACTION:** April 25, 2023

**AMOUNT AND SOURCE OF FUNDING:** N/A

**BOARD / COMMISSION ACTION:** N/A

---

Enter appropriate comments or N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

*Dionne L Mack*

---

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



Legislation Text

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File #: 23-1375, Version: 1

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**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**

Economic and International Development, Bill Allen, (915) 212-1619

Economic and International Development, Elizabeth K. Triggs, (915) 212-0094

**AGENDA LANGUAGE:**

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

Discussion and action that the City Manager be authorized to execute a Chapter 380 Economic Development Agreement between the City of El Paso and Desert Pass Townhomes, LLC pursuant to the City's Infill Development Incentive Policy, for the construction of a townhome development located at 201 N. Desert Pass, El Paso, TX 79912. The project includes the Applicant to make a minimum investment of \$12,008,509.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$316,238.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Economic Development, Bill Allen, (915) 212 - 1619  
Economic Development, Elizabeth K. Triggs, (915) 212- 0094

**DISTRICT(S) AFFECTED:** 8

**STRATEGIC GOAL:** Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development  
**SUBGOAL:** Goal 1.1 Stabilize and Expand El Paso's Tax Base

**SUBJECT:**

Discussion and action that the City Manager be authorized to execute a Chapter 380 Economic Development Agreement between the City of El Paso and Desert Pass Townhomes, LLC pursuant to the City's Infill Development Incentive Policy, for the construction of a townhome development located at 201 Desert Pass, El Paso, TX 79912. The project includes the Applicant to make a minimum investment of \$12,008,509.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$316,238.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

**BACKGROUND / DISCUSSION:**

Desert Pass Townhomes, LLC will invest \$12,008,509.00 to develop 43 high-end townhomes at 201 N. Desert Pass, this will: enhance the neighborhood, bolster future residential construction in the area, and provide a different real-estate option in that area. As consideration, the City will provide performance-based economic incentives not to exceed \$316,238.00 in the form of:

1. Five annual property tax rebates of 100 percent from years 1 to 3 and 75 percent from years 4 to 5 of the incremental property tax revenue received by the City as a result of the project's construction, capped at \$246,195.00;
2. A one-time development fee rebate, capped at \$10,000.00; and
3. A one-time rebate on the one-percent sales and use tax revenue received by the City as a result of construction materials sales made in connection with development of the project, capped at \$60,043.00.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

General Fund

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?** ☒ YES ☐ NO

**PRIMARY DEPARTMENT:** Economic and International Development

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



---

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



# RESOLUTION

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

That the City Manager be authorized to execute a Chapter 380 Economic Development Agreement between the City of El Paso and Desert Pass Townhomes, LLC pursuant to the City's Infill Development Incentive Policy, for the construction of a townhome development located at 201 N. Desert Pass, El Paso, TX 79912. The project includes the Applicant to make a minimum investment of \$12,008,509.00. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$316,238.00 in the form of a Property Tax Rebate; a Development Fee Rebate; and a Construction Materials Sales Tax Rebate.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2023.

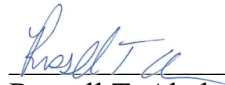
CITY OF EL PASO:

ATTEST:

\_\_\_\_\_  
Oscar Leeser  
Mayor

\_\_\_\_\_  
Laura Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Russell T. Abeln  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Elizabeth Triggs, Director  
Economic and International Development

STATE OF TEXAS                )  
  )  
COUNTY OF EL PASO        )     **CHAPTER 380 ECONOMIC DEVELOPMENT**  
  )     **PROGRAM AGREEMENT**  
  )     **(Infill Development)**

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made \_\_\_ day of \_\_\_, 20\_\_\_ ("**Effective Date**") between the **City of El Paso, Texas, a Texas home rule municipal corporation**, (the "**City**"), and **Desert Pass Townhomes, LLC, a Texas limited liability company** (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **boldface** print when first defined.

## **RECITALS**

**WHEREAS**, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

**WHEREAS**, on May 30, 2017 the El Paso City Council adopted an Infill Development Incentive Policy (the "**Infill Policy**") to promote infill development by providing economic incentives for eligible projects meeting Infill Policy criteria; and

**WHEREAS**, the Applicant's real property, located at **201 N. Desert Pass, El Paso, Texas 79912**, is within the Policy's designated incentive area and the Applicant's proposed development meets the Policy's eligibility requirements; and

**WHEREAS**, the City desires to provide incentives to the Applicant, pursuant to Chapter 380 and the Infill Policy, for the construction or renovation of a development located on the Applicant's real property, and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

**WHEREAS**, the City concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

## **SECTION 1. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- A. "**Agreement**" means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. "**Base Year Value**" means valuation of the real and personal property by the El Paso Central Appraisal District on the rolls as of January 1<sup>st</sup> of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$498,624.00**.
- C. "**Construction Materials Sales Tax Rebate**" means a one-time 100% rebate of the City's

1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed **\$60,043.00**.

- D. **“Development”** means new construction on a vacant lot or renovation of an existing vacant or blighted building(s) to be used for any of the following land uses: single-family homes for attainable rental housing, office, retail, restaurant, multifamily residential facilities, commercial and industrial within the City of El Paso, as authorized by the existing local law. The Development is described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Development Fee Rebate”** means a one-time 100% rebate of certain development fees based on the fee schedule attached as Exhibit A to Ordinance 018581. The Development Fee Rebate shall not exceed **\$10,000.00** and will be rebated upon the Applicant’s provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is greater than the Base Year Value.
- F. **“Effective Date”** means the date the El Paso City Council approves the Agreement.
- G. **“Grant”** means each rebate payment made by the City to the Applicant pursuant to the terms of this Agreement. The aggregate amount that the City will provide in Grants shall not exceed **\$316,238.00**. This aggregate amount reflects the sum total of all applicable rebates.
- H. **“Grant Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as Exhibit C to this Agreement.
- I. **“Minimum Appraisal Value”** means the valuation of the Real Property appraised by El Paso Central Appraisal District during and after the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is **\$6,502,879.00**. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value. The Minimum Appraisal Value shall include the total units of the Development regardless of ownership status
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment to qualify for the Grant is **\$12,008,509.00**.
- K. **“Property Tax Rebate”** means a rebate, according to the Incremental Property Tax Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period (as defined herein). For the purposes of this Agreement, the total Property Tax Rebate amount shall not exceed **\$246,195.00**.
- L. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.

- M. **“Real Property”** means the real property owned by Applicant located at **201 N. Desert Pass, El Paso, Texas 79912**, El Paso, Texas, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant’s proposed Development.
- N. **“Vacant Building”** means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

## **SECTION 2. TERM AND GRANT PERIOD.**

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) **8** years and **6** months from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Grant payments shall be limited to **5** consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

## **SECTION 3. OBLIGATIONS OF APPLICANT.**

### **A. DEVELOPMENT.**

- (1) Applicant represents that the Development complies with, and adheres to, the provisions and requirements of the City’s Infill Policy and is located within the eligible incentive areas identified within the Infill Policy.
- (2) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$12,008,509.00** in Qualified Expenditures to construct the Development.
- (3) Applicant shall obtain all building permits for the Project within **6** months after the Effective Date.
- (4) Within **42** months after the Effective Date, Applicant shall submit documentation to the City to verify the following:
- (a) The expenditure of a minimum of **\$12,008,509.00** in Qualified Expenditures; and
  - (b) That Applicant has received a **Certificate of Occupancy** for the Development.

- (5) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (6) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 (Historic Landmark Preservation) of the City municipal code, where applicable.
- (7) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.
- (8) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) Applicant agrees that during the Term of this Agreement it shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$6,502,879.00** or less. It is the intent of the parties that the assessed value of the Property on the tax rolls have a base value of **\$498,624.00** during the Term of this Agreement. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.

**B. GRANT SUBMITTAL PACKAGE.**

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on **December 1, 2027**, or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after **December 1**, of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.

- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

#### **SECTION 4. OBLIGATIONS OF THE CITY.**

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed **\$60,043.00** in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a Development Fee Rebate not to exceed **\$10,000.00** in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Property Tax Rebate not to exceed **\$246,195.00** in accordance with the terms and provisions of this Agreement.
- D. The City will process any eligible Grant payment within **90 days** after receipt of the Applicant's annual Grant Submittal Package.

#### **SECTION 5. EVENTS OF DEFAULT.**

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.
- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.

- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 30 days from the receipt of said notice to cure the default (the “Cure Period”). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City’s sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes “a reasonable time” and what constitutes “a diligent effort” for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City’s obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

## **SECTION 6. RECAPTURE.**

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

## **SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.**

- A. The City may terminate this Agreement without an event of default and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement such as this Agreement is an unconstitutional debt.

## **SECTION 8. GENERAL PROVISIONS.**

- A. **APPLICANT’S SALE OR TRANSFER OF THE DEVELOPMENT.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- B. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- C. **EMPLOYMENT OF UNDOCUMENTED WORKERS.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as



defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of seven percent (7%) per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- D. NO JOINT VENTURE. The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- E. 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.
- F. 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.
- G. NOTICES. The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All 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:

To the City:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso P. O. Box 1890 El Paso, Texas 79950-1890
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To the Applicant:	DESERT PASS TOWNHOMES, LLC Attn: Eugenio Mesta 211 N. Florence, Suite 101 El Paso, Texas 79901
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- H. **CONFIDENTIALITY.** The Applicant 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).
- I. **GOVERNING LAW.** This Agreement is governed by Texas law.
- J. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- K. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- L. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- M. **GOVERNMENTAL FUNCTIONS.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- N. **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. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- O. **AUDITING RECORDS FOR THE SPECIFIC PROJECT.** The Applicant will allow the City to inspect and copy all records pertaining to the Development of this Agreement.
- P. **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.
- Q. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and the Applicant, and the Applicant'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.
- R. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- S. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.

- T. REPRESENTATIONS AND WARRANTIES. The Applicant warrants to the City that the Applicant has all required licenses, permits, and expertise to perform the Work of this Agreement. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- U. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

*[Signatures begin on the following page]*


IN WITNESS WHEREOF, the parties hereby execute this Agreement.

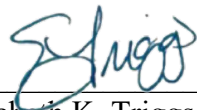
**CITY OF EL PASO:**

\_\_\_\_\_  
Cary Westin  
Interim City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Juan S. Gonzalez for Russell T. Abeln  
Senior Assistant City Attorney

  
\_\_\_\_\_  
Elizabeth K. Triggs, Director  
Economic & International Development

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El  
Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:

\_\_\_\_\_

*[Signatures continue on the following page]*

APPLICANT:  
DESERT PASS TOWNHOMES, LLC, a  
Texas limited liability company

By: Eugenio Mesta  
EUGENIO MESTA  
PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 11 day of September, 2023, by  
EUGENIO MESTA as PRESIDENT for DESERT PASS TOWNHOMES, LLC, a Texas  
limited liability company.



M. Gonzalez  
Notary Public, State of Texas

My Commission Expires:

07-23-2024

## **EXHIBIT A**

### **Legal Description of the Real Property**

**4 DESERT TRAIL # 3 LOT 1**

## EXHIBIT B

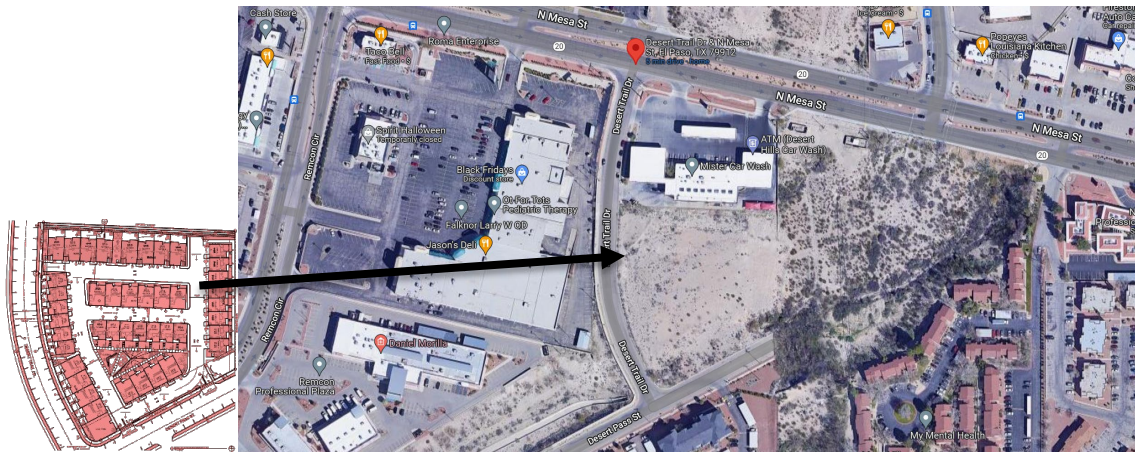
### Description of Development

APPLICANT PLANS TO DEVELOP 43 HIGH END TOWNHOMES THAT WILL ENHANCE THE NEIGHBORHOOD BY PROVIDING A WELL THOUGHT OUT PLANNING DEVELOPMENT WITH AESTHETICALLY PLEASING ARCHITECTURE. IN ADDITION, THE DEVELOPMENT WILL PROVIDE A DIFFERENT REAL ESTATE OPTION TO THE AREA. THE POSITION OF THE BUILDINGS NEAR THE STREET, AND THE NEARBY SHOPPING CENTERS, MOVIES AND RESTAURANTS ENCOURAGES AND PROMOTES FAMILIES TO WALK THE NEIGHBOORHOOD

### **Renderings/Building Plans:**







## EXHIBIT C

### Grant Submittal Package Form

Desert Pass Townhomes, LLC believes that it has substantially met its obligations under the Chapter 380 Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and signed by \_\_\_\_\_ of Desert Pass Townhomes, LLC. Pursuant to the Agreement, Desert Pass Townhomes, LLC submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: EDCCompliance@elpasotexas.gov;
2. Completed Grant Submittal Package Form
3. [INITIAL GRANT SUBMITTAL ONLY] Copy of Development Permits;
4. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
5. [INITIAL GRANT SUBMITTAL ONLY] Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the construction Materials Sales Tax Rebate (receipts, invoices, bank and/or credit card statements, checks);
6. [INITIAL GRANT SUBMITTAL ONLY] Documentation to evidence \$12,008,509.00 in minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
7. [INITIAL GRANT SUBMITTAL ONLY] Certificate of Occupancy or Lease
8. [INITIAL GRANT SUBMITTAL ONLY] 1295 Form
9. Property tax payment receipt showing proof of payment for the calendar tax year being requested (real and personal if applicable):
10. Job Certification Report Spreadsheet with the following breakdown:
  - a. Employee Roster:

Last Name	First Name	Job Title	Hire Date	Termination Date	Job Category (New/retained)	Total Hours Worked in the Year	Weeks Worked in the Year	Hourly Wage	Gross Annual Salary	Employment Status (FT/PT)	Percentage employee pays for medical premium	Percentage company pays for medical premium

- b. Insurance Benefits Packet
- c. Employee Benefits Packet (pto, vacation, sick leave, etc.)
- d. 941 IRS Reports

It is understood by Desert Pass Townhomes, LLC that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

DESERT PASS TOWNHOMES, LLC

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT D**

### **Property Tax Rebate Table**

<b>Years 1-3</b>	<b>Years 4-5</b>
100%	75%



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #: 23-1373, Version: 1**

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

#### **DISTRICT, DEPARTMENT, CONTACT INFORMATION:**

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

##### **All Districts**

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

#### **AGENDA LANGUAGE:**

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

Discussion and action on the school zone safety strategy.

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

AGENDA DATE: October 10, 2023  
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-212-0065

DISTRICT(S) AFFECTED: City-wide

STRATEGIC GOAL: Goal 2 – Set the standard for a safe and secure city.

**SUBJECT:**  
Discussion and action on the school zone safety strategy.

**BACKGROUND / DISCUSSION:**  
The CID – Transportation Planning Division, in collaboration with Streets and Maintenance, is in the initial stages of a school zone safety action plan. The proposed content of the school zone safety action plan corresponds with implementation items A-3a - A.3g of the Vision Zero Action Plan, adopted in July 2023. The plan will incorporate Streets and Maintenance inventory of existing infrastructure and formalize their maintenance process for school zone infrastructure.

**PRIOR COUNCIL ACTION:**  
Sept 12, 2023 Discussion and action to direct the City Manager to evaluate existing ordinances, policies, and procedures related to school zone safety in collaboration with the Vision Zero task force and the Mobility Advisory Committee to draft any necessary updates to ensure safe crossings, intersection treatments, and appropriate signage at all schools within the City

**AMOUNT AND SOURCE OF FUNDING:**  
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: CID  
SECONDARY DEPARTMENT: Streets and Maintenance

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



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Joaquin Rodriguez, AICP, Director  
Grant Funded Programs



Legislation Text

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File #: 23-1380, Version: 1

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**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**

Information Technology, Araceli Guerra, (915) 212-1401

**AGENDA LANGUAGE:**

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

Discussion and action to approve an amendment to the appropriation of \$3,000,000 for the implementation of high-speed internet throughout the City of El Paso from the Coronavirus State and Local Fiscal Recovery Funds in accordance with the requirements stipulated by the American Rescue Plan Act ("ARPA") and federal guidelines in the Final Rule. This item was previously approved on May 9, 2022.

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

**DEPARTMENT:** Information Technology Services

**AGENDA DATE:** October 24, 2023

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME AND PHONE NUMBER:**

Information Technology Services, Araceli Guerra, Managing Director Internal Services (915) 212-1401

**DISTRICT(S) AFFECTED:** All Districts

**STRATEGIC GOAL:** Goal 5: Promote Transparent and Consistent Communication Amongst All Members of the Community

**SUBGOAL:** 5.2: Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

**SUBJECT:**

Discussion and action to approve an amendment to the appropriation of \$ 3,000,000 for the implementation of high-speed internet throughout the City of El Paso from the Coronavirus State and Local Fiscal Recovery Funds in accordance with the requirements stipulated by the American Rescue Plan Act ("ARPA") and federal guidelines in the Final Rule.

**BACKGROUND / DISCUSSION:**

The City is a recipient of the ARPA grant in the amount of \$154,365,135 which was appropriated by Council on May 09, 2022. This requested amendment reallocates Broadband Infrastructure Program funds, reallocating \$3,000,000 short-term project funds to the long-term project, for a total of \$10,000,000 in support of the expansion of high-speed internet to be distributed through City facilities for public use in below-poverty areas as opposed to directly providing internet services via commercial providers. Additionally, the reallocation will improve internet performance in public health and public safety facilities.

**PRIOR COUNCIL ACTION:**

On May 09, 2022, the City Council appropriated \$3,000,000 of the ARPA grant fund to procure and directly provide broadband internet to households below poverty income levels.

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$3,000,000

Funding Source: Coronavirus State & Local Fiscal Recovery Fund (CSLFRF)

Account: 239-2235-G21CSLFRF-15260-FRF10-540000

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**





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



El Paso, TX

300 N. Campbell  
El Paso, TX

## Legislation Text

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**File #:** 23-1431, **Version:** 1

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### **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**

El Paso Water, Rene Leon, (915) 594-5613

#### **AGENDA LANGUAGE:**

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

Discussion and action to authorize the Mayor on behalf of the City of El Paso to sign a Resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for construction of the McGregor Range Waterline Booster Station Replacement Project.

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

**AGENDA DATE:** October 24, 2023  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Rene Leon, Legislative Liaison, (915) 594-5613

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Goal 7: Enhance and Sustain El Paso's Infrastructure Network

**SUBGOAL:** Goal 7.1: Provide reliable and sustainable water supply and distribution systems and stormwater management

**SUBJECT:**

Discussion and action to authorize the Mayor on behalf of the City of El Paso to sign a resolution as part of the city council-approved application to the Office of the Governor Texas Military Preparedness Commission for the Defense Economic Adjustment Assistance Grant (DEAAG) for construction of the McGregor Range Waterline Booster Station Replacement Project.

**BACKGROUND / DISCUSSION:**

McGregor Range is the premier desert and arid mountain training range of the U.S. Army, and is a vital training resource for the 1<sup>st</sup> Armored Division, the U.S. Army Air Defense Artillery Center, and Army Reserve and National Guard units from across the nation. The original McGregor Range Booster Station was built in 1958 to provide water to McGregor Range. The station has surpassed its design life and is in need of replacement. This booster station is part of a system that serves as the sole water supply for McGregor Range.

**PRIOR COUNCIL ACTION:**

Council previously approved the McGregor Ranger Booster DEAAG application on Oct. 24, 2023.

**AMOUNT AND SOURCE OF FUNDING:**

The DEAAG application requests \$4,500,000 in funding from the Texas Military Preparedness Commission. El Paso Water will pay the balance of the project cost.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  X  YES   NO

**PRIMARY DEPARTMENT:** El Paso Water  
**SECONDARY DEPARTMENT:** Veteran & Military Affairs

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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

## RESOLUTION

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

That the Interim City Manager or designee is authorized to submit an application to the Office of the Governor, Texas Military Preparedness Commission, for the Fiscal Year 2023 Defense Economic Adjustment Assistance Grant (“DEAAG”) to fund the McGregor Range Booster Station Project (the “Project”). The Project is the construction of a new water booster station that is required to pump water from the EPWater system through a dedicated water line running through Fort Bliss to reach McGregor Range (North of Fort Bliss), with a total project cost of \$9,000,000. Through the DEAAG application, the City is requesting funding in the amount of \$4,500,000 (50% of the project cost), with the El Paso Water Utilities providing a local match of \$4,500,000.

Further, that the Interim City Manager, or designee, be authorized to explore funding sources and partnerships and to execute any documents and agreements in relations to the grant, funding sources, and/or partnership agreements, after consultation with the City Attorney’s Office. In addition, the Interim City Manager or designee is authorized to sign any related documents, including but not limited to budget transfer authorizations, revisions to the operation plan, grant amendments, and/or corrections or extensions of the grant that increase, decrease or de-obligate program funds.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2023.


### CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leaser  
Mayor


### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, City Engineer  
Capital Improvement Department



# DEAAG Application – McGregor Range Booster Station Replacement Project

October 10, 2023

# EPWater project will benefit El Paso and Fort Bliss

The McGregor Range Water Booster Station Replacement Project has been identified by Fort Bliss as a top water resilience priority for the base. The McGregor Range Water Line system is the **sole source of water** for the range, and the booster station is critical component of that system. The proposed project will assure water reliability in support of current and future McGregor Range national security missions.

## Project Funding Details

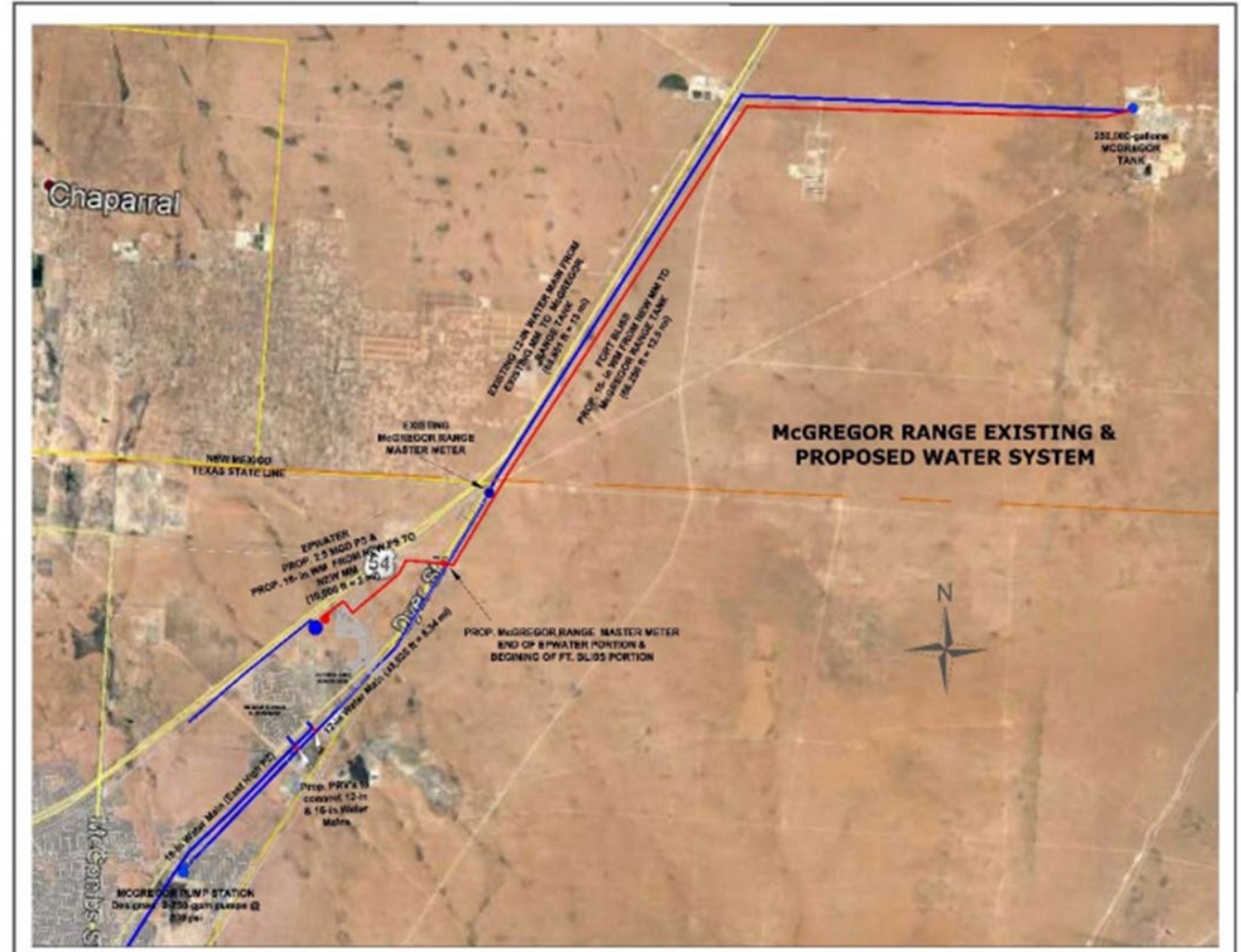
- DEAAG Funding Request: **\$4,500,000**
- El Paso Water commits to fund the remaining balance of the project cost.

## About the DEAAG Program

The Defense Economic Assistance Adjustment Grant program is administered by the Texas Military Preparedness Commission within the Office of the Governor.



# McGregor Range Project Location







Thank You