

Oscar Leeser
Mayor

Cary Westin
Interim City Manager



CITY COUNCIL
Brian Kennedy, District 1
Alexandra 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

November 21, 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: 487-416-097#

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
November 20, 2023
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 803-306-168#

Notice is hereby given that an Agenda Review Meeting will be conducted on November 20, 2023 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on November 21, 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, November 20, 2023 Conference ID: 803-306-168#

Regular Council Meeting, November 21, 2023 Conference ID: 487-416-097#

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>

The following member of the City Council will be present via video conference:

Isabel Salcido

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

Harmony School of Excellence – El Paso

**Aubree Vega
Gianna Vega
Esteban Perez
Cemile Simsek
Scarlet McHugh
Lila Finlay
Cattaleya Anthony
Zoe Carrillo
Aliah Medina
Diana Benavides
Eileen Situ
Alyssa Situ
Brielle Regalado
Ari Regalado
Miranda Varela
Elias Perales
Odin Cruz
Micah Griffin**

MAYOR'S PROCLAMATIONS

Public Health Thank You Day

Loretto Academy's 100th Anniversary

El Paso Figure Skating Club Day

El Paso County Medical Society's 125th Anniversary

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

**Mary E. González
State Representative, District 75**

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 Meetings of October 24, 2023 and November 7, 2023. [23-1481](#)

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 [23-135](#)

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 an Air Cargo Building [23-1525](#)

Lease Agreement, by and between the City of El Paso, Texas, (“Lessor”), and The University of Texas at El Paso (“UTEP”) (“Lessee”), for warehouse space, loading dock, and to use a portion of the parking area and roadway, located at and in front of and adjacent to 6411 Convair Road, City of El Paso, El Paso County, Texas in Air Cargo Center Building #2, for a month to month lease not to exceed twelve months, with a monthly fee of \$830.00.

District 3

Airport, Sam Rodriguez, (915) 212-7301

- 4. That the City Manager or designee be authorized to sign an Air Cargo Building Lease Agreement between the City of El Paso (“Lessor”) and Blue Origin, LLC, a Washington limited liability company (“Lessee”), for office and warehouse space, storage space, loading dock, and vehicle parking space located at the Air Cargo Center, 301 George Perry Blvd., Suites A and B, El Paso, Texas (the “Lease”); 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 Lease, including the related broker agreement between the City of El Paso and CBRE, Inc. and Kidder Matthews, Inc., provided that there is no modification to rental due under the Lease or the term of the Lease, or any modification to the broker’s agreement.

[23-1526](#)

District 3

Airport, Sam Rodriguez, (915) 212-7301

Goal 3: Promote the Visual Image of El Paso

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

[23-1508](#)

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

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 6. Edmundo Rodriguez to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.

[23-1551](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

- 7. Isaac H. Harder to the Historic Landmark Commission by Representative Joe Molinar, District 4.

[23-1549](#)

Members of the City Council, Representative Joe Molinar, (915) 212-0004

8. Heidi Avedician to the Zoning Board of Adjustment by Representative Cassandra Hernandez, District 3, as a regular appointment. [23-1553](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. Luis Mata to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7. [23-1556](#)
Members of the City Council, Representative Henry Rivera, (915) 212-0007

CONSENT AGENDA - NOTICE FOR NOTATION:

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

10. Accept the donation of 20 turkeys for District 3 Holiday Community Initiative to distribute Thanksgiving turkeys to families in financial hardship within the community. [23-1543](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003
11. Accept the donation of \$3,500 from Marathon Refinery to go toward a holiday toy drive for the children of the Marmolejo affordable income housing complex. [23-1544](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

12. For notation only, the P-Card Transactions for the period of September 21 - October 20, 2023 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [23-1519](#)
All Districts
City Manager's Office, K. Nicole Cote, (915) 212-1092

CONSENT AGENDA - BIDS:

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

13. The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city. [23-1511](#)
Award Summary:
The award of Solicitation 2023-0675 Dodge Chrysler Parts and Service (Re-Bid) to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram for an initial term

of three (3) years for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total contract time is for five (5) years for a total estimated amount of \$175,000.00. This contract will be utilized to support the repairs of all Chrysler manufactured vehicles and equipment in the City's inventory. The majority of these vehicles are assigned to El Paso Police Department's marked and unmarked inventory. This contract will be used to support EPPD's daily operations to maintain safe neighborhoods.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$15,000.00, which represents a 16.67% increase due to additional time added to the contract.

Department:	Streets and Maintenance
Award to:	Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$35,000.00
Initial Term Estimated Award:	\$105,000.00
Option Term Estimated Award:	\$70,000.00
Total Estimated Award	\$175,000.00
Account(s)	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Low Bid Procurement - catalog contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram the sole lowest responsive and responsible bidder.

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. The linkage to the Strategic Plan is subsection 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

[23-1423](#)

Award Summary:

The award of Solicitation No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated amount of \$376,118.97. This contract will allow the Animal Services department to purchase narcotic medications to treat shelter animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: There was an increase of \$262,678.86 which represents 231.56%. This is due to the addition of new medications and an increase in the price of medications.

Department:	Animal Services
Vendor:	Midwest Veterinary Supply, Inc. Lakeville, MN
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 125,372.99
Total Estimated Award:	\$ 376,118.97 (3 Years)
Account No.:	225-531120-2580-25120
Funding Source:	Clinical Medical Supplies
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Midwest Veterinary Supply, Inc., the lowest responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 11-07-2023]

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Animal Services, Terry K. Kebschull, (915) 212-8742

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

15. Presentation and discussion by the El Paso Police Department on a strategic public safety plan to address incidents in and around the entertainment venues and house parties.

[23-1542](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

16. Discussion and action to approve a Resolution for the City to recognize El Paso County Veteran of the Year, Donna Juarez Sample for her unwavering dedication to the military community and commend her for tireless advocacy of service members, veterans, and their families. [23-1546](#)

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

17. Discussion and action to review parking accessibility at City senior centers to include the availability of wheelchair ramps and number of disabled parking spots and to direct the City Manager to direct staff to update City Code to reflect the necessary accommodations required for ample parking accessibility at senior centers. [23-1545](#)

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

18. Discussion and action to approve a Resolution recognizing November as Epilepsy Awareness Month. [23-1550](#)

All Districts

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

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

19. Presentation by local non-profit Project Regeneración regarding their concept for the restoration of Duranguito. [23-1552](#)

All Districts

Members of the City Council, Representative Chris Canales, (915) 212-0008
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

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: 487-416-097#

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

- 20. 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

PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023

- 21. An Ordinance authorizing the City Manager to sign a contract of sale with Wurldwide LLC, a Delaware Limited Liability Company for the sale of approximately 1,039 acres of property situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas; known as tax parcels 78427 And 13470. [23-1510](#)

District 4

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 4, 2023

Goal 7: Enhance and Sustain El Paso’s Infrastructure Network

22. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IV A-Parking Prohibited during certain hours- school days only, subsection B: No Parking, 7:00am to 5:00pm, Monday through Friday, School Days Only), to add Items 1. 2600 Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St. [23-1498](#)

District 5

Streets and Maintenance, Jose N. Hernandez, (915) 212-0151
Streets and Maintenance, Jiann-Shing Yang, (915) 212-7002

PUBLIC HEARING WILL BE HELD ON DECEMBER 5, 2023

23. An Ordinance to amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII - restrictions on Parking in Residential Districts) of the City Code, TO ADD under Subsection N (No Parking, 7:00am to 5:00pm, school days only) TO ADD ITEM 17. Tierra Murcia Street between Tierra Bilbao Drive and Charles Foster Avenue, both sides; to ADD ITEM 18. Petralia Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 19. Tierra Oviedo Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 20. Wilhoit Place between Ciambriello Avenue and Petralia Avenue, west side only; TO ADD ITEM 21. Tierra Gijon Place between Tierra Bilbao Drive and Ciambriello Avenue, west side only; TO ADD ITEM 22. Tierra Malaga Place between Tierra Bilbao Drive and Ciambriello Avenue, both sides; TO ADD ITEM 23. Tierra Bilbao Drive between Tierra Murcia Street and Tierra Gijon Place, both sides; TO ADD ITEM 24. Ciambriello Avenue between Tierra Murcia Street and Tierra Gijon Place, both sides; TO ADD ITEM 25. Ciambriello Avenue between Wilhoit Place and Tierra Gijon Place, south side only; The penalty being provided in Chapter 12.88 of the El Paso City Code. [23-1516](#)

District 5

Streets and Maintenance, Jose N. Hernandez, (915) 212-7002

PUBLIC HEARING WILL BE HELD ON DECEMBER 5, 2023

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

24. An Ordinance designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the City of El Paso, Texas, to be known as City of El Paso Reinvestment Zone No. 1; establishing the boundaries thereof; and providing for an effective date. [23-1456](#)

District 4

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

Goal 3: Promote the Visual Image of El Paso

25. An Ordinance granting Special Permit No. PZST23-00010, to allow for a [23-1372](#)

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

District 1

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

26. 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

27. 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

28. 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. [23-1386](#)

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

29. 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

30. 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

31. An Ordinance amending Title 5 (Business License and Permit Regulations) to create Chapter 5.19 (Signage for Single-user Restrooms) and subsections thereunder in the El Paso City Code relating to signage for single-user restrooms; and creating a penalty. [23-1460](#)

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1533
Planning and Inspections, Tony De La Cruz, (915) 212-1589

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

32. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Watermill Express, LLC, to the following and described parcel: [23-1447](#)

0.16 Acre, More or Less, Out of Tract 5-B, Block 40, Ysleta Grant, An Addition to The City of El Paso, Texas, Being More Particularly Described in Volume 312, Page 1066, Deed Records of El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

District 7

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

REGULAR AGENDA - OTHER BUSINESS:

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

33. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property, consisting of approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, for the purchase price of \$8,900,000. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Samaniego Joint Venture for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make any necessary budget transfers to effectuate the intent of this Resolution. [23-1509](#)

Extraterritorial Jurisdiction

Environmental Services Department, Nicholas Ybarra (915) 212-6000
Streets and Maintenance, Mary Lou Espinoza (915) 867-2629

34. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to the Resolution as Exhibit A, for the El Paso International Airport as necessary to execute the approved Capital Improvement Plan in FY 2024. [23-1524](#)

All Districts

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

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 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

File #: 23-1481, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the Minutes of the Regular City Council Meetings of October 24, 2023 and November 7, 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 24, 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 9:01 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, and Isabel Salcido, Late arrivals: Art Fierro at 9:07 a.m., Chris Canales at 9:09 a.m., and Henry Rivera at 9:13 a.m.

INVOCATION BY EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

Sageland MicroSociety Elementary

Jaxon Villanueva
Robert Hernandez
Kaira Garcia
Levier Espinoza
Amani Medina
Emma Bastardo
Amaris Holguin
Delilah Campos
Ethan Rodriguez
Angelic 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

.....
The Regular City Council meeting was **RECESSED** at 9:36 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 9:56 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, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

.....
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 October 10, 2023.

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

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

NO ACTION was taken on this item.

.....
CONSENT AGENDA – RESOLUTIONS:

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

.....
3. ***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign 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.

4.

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

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

That the City Manager, 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.

5.

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

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 EL PASO, 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.

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

Mayor Leeser commented.

Mr. Cary Westin, Interim City Manager, commented.

Ms. Lisa Turner, citizen, commented.

6.

***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.

7.

***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.

Ms. Lisa Turner, citizen, commented.

8.

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

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

That the City Manager 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.

9.

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

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 Kin 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.

Goal 3: Promote the Visual Image of El Paso

10.

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

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.

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

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.

***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 Lot 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.

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

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 HUDNRED 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, 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 Lot 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.

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

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.

***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.

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

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 Reynolds 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.

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

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.

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

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.

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

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 Lot 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.

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

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 Lot Tr 31 (1.00 Ac), Block , 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.

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

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 Lot Tr 29 (1.00 Ac), Block _____, 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.

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

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.

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

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 Lot 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.

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

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.

***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.

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

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.

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

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.

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

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.

***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.

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

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.

11.

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

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.

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

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

12.

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

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.

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

13.

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

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.

14.

***RESOLUTION**

WHEREAS, Section 3 of the October 10th 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.

Ms. Laura Prine, City Clerk, commented.

Ms. Lisa Turner, citizen, commented.

15.

***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.

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

16.

***RESOLUTION APPROVING ASSIGNMENT OF PRIVATE ACTIVITY BOND AUTHORITY TO TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT**

REGULAR CITY COUNCIL MEETING MINUTES OCTOBER 24, 2023

23

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.

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

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

17. *Motion made, seconded, and unanimously carried to **APPOINT** Sal Masoud to the City Plan Commission by Representative Brian Kennedy, District 1.
.....

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

18. *Motion made, seconded, and unanimously carried to **APPOINT** Carlos Gonzalez to the Civil Service Commission by Representative Art Fierro, District 6.
.....

Goal 8: Nurture and Promote a Healthy, Sustainable Community

19. *Motion made, seconded, and unanimously carried to **APPOINT** George Elsaesser to the Veterans Affairs Advisory Committee by Representative Isabel Salcido, District 5.

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

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

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)

21. *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.

CONSENT AGENDA – NOTICE FOR NOTATION:

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

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

Representative Molinar commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **NOTE** the P-Card Transactions for the period of August 21 - September 20, 2023 for Mayor, City Council Representatives and staff.

2ND MOTION

Motion made by Representative Fierro, seconded by Representative Rivera, and unanimously carried to **RECONSIDER** the item only for discussion.

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

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

23. 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.

Representatives Rivera and Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Statement from Ms. Emma Acosta was read into the record by the City Clerk.

Ms. Lisa Turner, citizen, commented.

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

AYES: Representatives Kennedy, Hernandez, Molinar, Salcido, Fierro, and Rivera

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello and Canales

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

24. *Motion made, seconded, and unanimously carried to **DELETE** 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.

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:
.....

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Grae Fatuch
3. Mr. Steven Strumer
4. Mr. Ron Comeau
5. Ms. Barbara Valencia
6. Mr. Mark Fierro
7. Ms. Lisa Turner

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

Motion made by Representative Rivera, seconded by Representative Salcido, 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, Fierro, and Rivera

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez, and Canales

.....
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.

.....
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.

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

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.

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

-
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.

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

-
29. 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

-
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.

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

PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023 FOR ITEMS 26 THROUGH 30

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.

Subject Property: Virginia Street

Applicant: Larry R. Wollschlager, SURW22-00014

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.

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

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.

.....
PUBLIC HEARING WILL BE HELD ON NOVEMBER 7, 2023
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.....
REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARING:
.....

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

34. **ORDINANCE 019549**

The City Clerk read an Ordinance entitled: **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.**

Mayor Leeser commented.

Mr. Rene Leon, El Paso Water Legislative Liaison, commented.

Ms. Lisa Turner, citizen, commented.

Motion duly made by Representative Rivera, 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, Molinar, Salcido, Fierro, and Rivera

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez, and Canales

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 – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:
.....

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

35. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the public hearing of 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.

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

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

- 36. ITEM:** 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.

Ms. Dionne Mack, Deputy City Manager, and Mr. Juan Gonzalez, Senior Assistant City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk’s Office).

Mayor Leeser and Representatives Annello, Hernandez, Molinar, Fierro, Rivera, and Canales commented.

Chief of Police Peter Pacillas commented.

The following members of the public commented:

1. Ms. Irma Cruz
2. Ms. Eliane Castorena
3. Ms. Miriam Guerrero
4. Ms. Betty Camargo
5. Mr. Alan Lizarraga
6. Mr. Fernando Garcia
7. Ms. Rosa Avila, statement read in to the record by the City Clerk
8. Ms. Veronica Macias
9. Ms. Susana Herrera
10. Ms. Adriana Cadena
11. Ms. Samantha Singleton
12. Ms. Graciela Baeza
13. Ms. Lisa Turner
14. Ms. Dulce Carlos
15. Ms. Ivonne Diaz
16. Mr. Carlos Manchaca
17. Ms. Dania Angeles
18. Ms. Genesis Rocha

The following statements were received and entered into the record:

19. Ms. Margarita Arvizu
20. Ms. Elena Paz
21. Mr. Marco Raposo
22. Ms. Mely Carta

1ST MOTION

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

2ND AND FINAL MOTION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Hernandez, and unanimously carried to **IMPLEMENT** an Enhanced Library Card pilot program at four library locations, with the potential expansion to additional locations in the future based upon available funding and need.

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

NAYS: None

37.

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.

Ms. Lisa Turner, citizen, commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello, Hernandez, and Canales

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

38. **ITEM:** Discussion and action on the school zone safety strategy.

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

- Mr. Joaquin Rodriguez, Capital Improvement Grant Funded Director
- Mr. Randy Garcia, Street and Maintenance Assistant Director
- Ms. Anna Zendt, Bicycle and Pedestrian Program Manager

Representatives Annello and Rivera commented.

Motion made by Representative Fierro, seconded by Representative Molinar, and unanimously carried to **MOVE** forward with the development of a Safe Routes to School Action Plan.

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

NAYS: None

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

.....
39. ITEM: 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.

Representatives Annello, Molinar, and Fierro commented.

The following City staff members commented:

1. Mr. Joel Martinez, Information Technology Program Manager Officer
2. Mr. Cary Westin, Interim City Manager

Motion made by Representative Fierro, seconded by Representative Annello, and carried to **DELETE** the item.

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

NAYS: Representative Hernandez

.....
Goal 7: Enhance and Sustain El Paso’s Infrastructure Network

.....
40.

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 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.

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

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

NAYS: None

..... ADJOURN

Motion made by Representative Rivera, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 12:41 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

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

NOVEMBER 7, 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 9:03 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Alexandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, and Chris Canales. Late arrivals: Brian Kennedy at 9:21 a.m., Art Fierro at 10:05 a.m. Henry Rivera joined virtually at 10:20 a.m.

INVOCATION BY EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Alzheimer's Disease Awareness Month

Municipal Court Week

Border Network for Human Rights

El Paso Global Entrepreneurship Week

WinterFest 2023 presented by Scherr Legate

Veterans Day

TAPS PERFORMANCE BY

Fernanda Gomez-Luna

Andrew Freeman

The Regular City Council meeting was **RECESSED** at 9:36 a.m. in order to take photos with the honorees and convene the Mass Transit Board of Directors meeting.

The Regular City Council meeting was **RECONVENED** at 11:09 a.m.

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

Motion made by Mayor Pro Tempore Annello, seconded by Representative Rivera, 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, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

.....
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 Agenda Review Meeting of October 23, 2023, and the Work Session of October 23, 2023.

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

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

NO ACTION was taken on this item.

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

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

3. ***RESOLUTION**

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

That the City Manager, or designee, is authorized to sign a First Amendment to the Ground Lease Agreement by and between the City of El Paso, Texas, a municipal corporation existing under the laws of the State of Texas (the "Lessor"), and ELP Land Holdings I, LLC, a Delaware Limited Liability Company ("Lessee") to exclude 242,932.80 square feet of land to the property leased under the Ground Lease entered by the parties on March 28, 2023 and adjust the due diligence and rent commencement periods in the lease.

4. ***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso ("Lessor"), Portilla Properties and Investment Group, LLC ("Assignor"), and Francis Properties I, LTD ("Assignee") for the following described property:

The northerly 181 feet of Lot 2, 3 and 4, Block 11, El Paso International Airport Tracts, Unit 8, Replat "A", in the City of El Paso, Texas, comprised of 70,590 SF, commonly known as 8630 Boeing, El Paso, Texas.

5. ***RESOLUTION**
.....

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

That the Mayor is hereby authorized to sign, on behalf of the City of El Paso, the First Amendment to an Interlocal Agreement between the City of El Paso (the "City") and the El Paso Downtown Management District (the "District") in order to amend the contribution cap on the City's proportionate share of costs for Sanitation Services. For Group A Services, the annual payment cap will increase from \$147,350 to \$195,167. For Group B Services, the annual payment cap will increase from \$86,125 to \$116,870.

6. *Motion made, seconded, and unanimously carried to **DELETE** the Resolution that the City manager or designee be authorized to sign an Air Cargo Building Lease Agreement between the City of El Paso ("Lessor") and Blue Origin, LLC, a Washington Limited Liability Company ("Lessee"), for office and warehouse

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

7. ***RESOLUTION**

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

That the Mayor be authorized to sign an Interlocal Agreement for the City of El Paso's Fire Department ("The CITY") and the El Paso Community College District ("EPCC"), for EPCC's use of the Training Academy facility and equipment for the students enrolled in the EPCC Fire Technology Academy Program ("Program"). This Agreement will enhance the health and safety of the local population, specifically in the area of fire protection preparedness, and it is for an initial term of three (3) years and may be renewed for two (2) successive periods of one (1) year.

Goal 3: Promote the Visual Image of El Paso

8. ***RESOLUTION**

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

5130 Chromite St, more particularly described as Lot Pts Of 3 & 20 & Esmt Adj (597' On St - Irreg On Nly - 681.46' O Ely-Irreg On Sly) (204771.46 Sq Ft), Block 3, Town & Country Village Subdivision, City of El Paso, El Paso County, Texas, PID #T645-999-0030-1700

to be \$480.00, 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 August, 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 EIGHTY AND 00/100 DOLLARS (\$480.00) 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.

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOYA ALVARO, 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:

5888 Westside Dr, more particularly described as Lot 1, Block 1, Sereno Valley Estates Subdivision, City of El Paso, El Paso County, Texas, PID #S324-999-0010-0100

to be \$1010.00, 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 October, 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 ONE THOUSAND TEN AND 00/100 DOLLARS (\$1010.00) 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, AVILA-ARAGON 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:

8751 Neptune St, more particularly described as Lot 62 Ft Of N 122 Ft Of E 98 Ft Of 272 (6076 Sq Ft), Block, Sunrise Acres #1 Subdivision, City of El Paso, El Paso County, Texas, PID #S912-999-001J-8600

to be \$803.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of September, 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 EIGHT HUNDRED THREE AND 00/100 DOLLARS (\$803.00) 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, MONTANO CONCEPCION 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:

8617 Mount Shasta Dr, more particularly described as Lot 1085 (7134 Sq Ft), Block 41, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0410-9500

to be \$478.00, 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 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 SEVENTY EIGHT AND 00/100 DOLLARS (\$478.00) 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, GUADAGNOLI BETTE 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:

3913 Fred Wilson Ave, more particularly described as Lot 3 (6000 Sq Ft), Block 1, Beaumont Annex Subdivision, City of El Paso, El Paso County, Texas, PID #B305-999-0010-0700

to be \$689.00, 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 September, 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 EIGHTY NINE AND 00/100 DOLLARS (\$689.00) 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.

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DIONICIO AALLISON, 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:

3514 Clifton Ave, more particularly described as Lot 24 & W 18 Ft Of 23 (6020 Sq Ft) (6020.00 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1120-7600

to be \$498.75, 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 25th day of October, 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 EIGHT AND 75/100 DOLLARS (\$498.75) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PENA ROSA & COOPER ROSEMARY & 4, 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:

3831 Nations Ave, more particularly described as Lot 1 & 2 (6000 Sq Ft), Block 78, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0780-0100

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 1st day of August, 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 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MACIAS FRANCISCO F, 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:

4430 Leeds Ave, more particularly described as Lot 17 To 19 (12375 Sq Ft), Block 83, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0830-5000

to be \$1003.00, 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 August, 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 ONE THOUSAND THREE AND 00/100 DOLLARS (\$1003.00) 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, ALDACO ALICIA C 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:

3504 Hueco Ave, more particularly described as Lot 31 & 32 & W 1/2 Of 30 (6573.00 Sq Ft), Block 112, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-1120-9600

to be \$534.00, 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 September, 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 THIRTY FOUR AND 00/100 DOLLARS (\$534.00) 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.

***RESOLUTION**

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

3000 N Piedras St, more particularly described as Lot S 30 Ft Of 14 To 16 (2250 Sq Ft), Block 3, Grandview Subdivision, City of El Paso, El Paso County, Texas, PID #G686-999-0030-3100

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 28th day of October, 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DE LEON RAMSES F G, 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:

2320 Portland Ave, more particularly described as Lot 21 & 22 (6000 Sq Ft), Block 35, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0350-6400

to be \$420.50, 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 29th day of September, 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 TWENTY AND 50/100 DOLLARS (\$420.50) 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, PERALES FRANCISCO 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:

1115 Del Norte St, more particularly described as Lot Tr 98 (7000 Sq Ft), Block , Del Norte Heights Subdivision, City of El Paso, El Paso County, Texas, PID #D377-999-001C-0100

to be \$419.25, 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 1st day of August, 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 NINETEEN AND 25/100 DOLLARS (\$419.25) 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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NAVEJAS SALVADOR, 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:

7062 Ramos Ct, more particularly described as Lot E 90.95 Ft Of Tr 7, Block _____, Little Flower Subdivision, City of El Paso, El Paso County, Texas, PID #L387-999-0010-3100

to be \$339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of September, 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 NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

***RESOLUTION**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HUDSON DOROTHY 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:

7605 Matamoros Dr, more particularly described as Lot 27 (7233.62 Sq Ft), Block 42, Hacienda Heights #5 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0420-5300

to be \$343.50, 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 14th 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 THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) 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, WOODS DOROTHY 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:

7622 Matamoros Dr, more particularly described as Lot 23, Block 40, Hacienda Heights #5 Subdivision, City of El Paso, El Paso County, Texas, PID #H012-999-0400-4500

to be \$343.50, 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 14th 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 THREE HUNDRED FORTY THREE AND 50/100 DOLLARS (\$343.50) 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, MARZITELLI LOUIS & FAYE S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental

Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

10068 Keystone Dr, more particularly described as Lot 4 (6850 Sq Ft), Block 1, Terrace Hills Subdivision, City of El Paso, El Paso County, Texas, PID #T172-999-0010-1300

to be \$338.00, 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 July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS (\$338.00) 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, GOMEZ MICHAEL 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:

5207 Beautonne Ave, more particularly described as Lot 24, Block 24, Milagro Hills #3 Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0240-7000

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 22nd day of September, 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 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, BEDROSIAN CHRISTINA, 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:

11479 Ed Merrins Dr, more particularly described as Lot 5, Block 256, Vista Del Sol #46 Subdivision, City of El Paso, El Paso County, Texas, PID #V893-999-2560-0900

to be \$306.00, 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 5th day of August, 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 SIX AND 00/100 DOLLARS (\$306.00) 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, RAGO JEFF D, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

8613 Joaquin Ct, more particularly described as Lot 4, Block 3, Capistrano Park Subdivision, City of El Paso, El Paso County, Texas, PID #C118-999-0030-0700

to be \$418.25, 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 29th day of July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED EIGHTEEN AND 25/100 DOLLARS (\$418.25) 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.

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

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

946 Madtone Dr, more particularly described as Lot 23 (3000.00 Sq Ft), Block 25, Pecan Grove #2 Replat D Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0250-2300

to be \$333.00, 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 August, 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 THREE AND 00/100 DOLLARS (\$333.00) 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, CERVANTES SANTOS & LETICIA, 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:

9719 Landgren Dr, more particularly described as Lot 9 (5175 Sq Ft), Block 1, Lower Valley Mobile Home Addn Subdivision, City of El Paso, El Paso County, Texas, PID #L920-999-0010-0900

to be \$400.50, 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 August, 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 AND 50/100 DOLLARS (\$400.50) 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, PEREZ, SERGIO JR & JORGE, 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:

373 Guadalajara St, more particularly described as Lot 75, Block _____, Singh Subdivision, City of El Paso, El Paso County, Texas, PID #S445-999-0010-7500

to be \$323.00, 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 July, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$323.00) 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, OAJ 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:

3400 Frutas Ave, more particularly described as Lot N 82 Of 31 & 32 (4100 Sq Ft), Block 22, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0220-6100

to be \$384.50, 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 September, 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 EIGHTY FOUR AND 50/100 DOLLARS (\$384.50) 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, DUGAN RICHARD 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:

1213 E Overland Ave, more particularly described as Lot 8 & 9, Block 81, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0810-3100

to be \$836.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of November, 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 EIGHT HUNDRED THIRTY SIX AND 00/100 DOLLARS (\$836.00) 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, OSCAR ANDRADE PROPERTIES, 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:

3100 Frutas Ave, more particularly described as Lot 31 & 32 (7000 Sq Ft), Block 19, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0190-8600

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 1st day of September, 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 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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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 Lot 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.

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

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 Lot 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.

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

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.

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

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 Lot 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.

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

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 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 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.

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

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 Lot Nw 5.0088 Acres Of Tr 3, Block _____, 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.

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

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.

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

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 Lot 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.

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

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 Lot 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.

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

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 Lot 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.

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

9. *RESOLUTION

WHEREAS, The Sun Bowl Association (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 a.m. to 2:00 p.m. on Thursday, November 23, 2023 (hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including Copia St. between La Luz Ave. and Tularosa Ave. within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the Sun Bowl Thanksgiving Parade & Turkey Trot from 5:00 a.m. to 2:00 p.m. on Thursday, November 23, 2023, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Copia St. between La Luz Ave. and Tularosa Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

.....
10. *RESOLUTION

WHEREAS, the Estate of Lineaus Lorette is gifting a bequest to the El Paso Museum of Art as a beneficiary to receive a distribution of \$100,000 of the Trust’s assets, less applicable expense; and,

WHEREAS, the El Paso Museum of Art desires to accept this gift and will greatly benefit from this generous contribution including \$25,000.00 towards conservation of EPMA's Posada Collection, \$9,000 towards light aesthetic renovations in the Robert Hillary Hoy III Memorial Conference Room, and \$66,000 towards Exhibitions, Acquisitions, and Programming.

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 Lineaus Lorette for the El Paso Museum of Art and directs the Interim City Manager to execute the Beneficiary Acknowledgement Form and any other necessary documentation.

11.

***RESOLUTION**

WHEREAS, WinterFest Opening Day (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the WinterFest Opening Day from Saturday, November 18, 2023, 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023, (hereinafter referred to as the "Event"); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including Mesa St. between Franklin Ave. and Texas Ave. within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the WinterFest Opening Day from Saturday, November 18, 2023 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Texas Ave. upon the issuance of required permits from the City of El Paso

and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

12.

***RESOLUTION**

WHEREAS, WinterFest Parade (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the WinterFest Parade from Saturday, November 18, 2023, 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023, and Saturday, November 18, 2023, 12:00 p.m. to 11:00 p.m.,(hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the WinterFest Parade from Saturday, November 18, 2023 6:00 a.m. to 3:00 a.m. on Sunday, November 19, 2023 and Saturday, November 18, 2023 12:00 p.m. to 11:00 p.m., serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. between Franklin Ave. and Paisano Dr. and Texas Ave. between Oregon St. and Ange St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

13.

***RESOLUTION**

WHEREAS, on July 6, 2022, the City Council for the City of El Paso adopted the Annual Action Plan for 2022-2023 and on that date authorized the City Manager to sign and submit to

the United States Department of Housing and Urban Development (HUD) the 2022-2023 Annual Action Plan to include all certifications contained therein; and

WHEREAS, on June 6, 2023, the City Council for the City of El Paso adopted the Annual Action Plan for 2023-2024 and on that date authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2023-2024 Annual Action Plan to include all certifications contained therein; and

WHEREAS, the City Council, based on the recommendation of the Department of Community and Human Development, now desires to amend the 2022-2023 Annual Action Plan and 2023-2024 Annual Action Plan to ensure timely expenditure of Community Development Block Grant (CDBG) funds; and

WHEREAS, on October 6, 2023 the City of El Paso posted on its website public notice and allowed a 30-day public comment period regarding the proposed amendments to the 2022-2023 Annual Action Plan and 2023-2024 Annual Action Plan and City Council has duly considered public comment if any.

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

1. That the 2022-2023 Annual Action Plan is hereby amended as follows:
 - a. Revise the plan for 2022-2023 Wainwright Park Improvements; 4500 Lawrence Ave ;El Paso, Texas 79904: This public facility project will be reduced in the 48th Year(2022-2023) CDBG program, and is currently being recommended for funding under forthcoming CDBG funding cycles. Revised total 2022-2023 project budget will be\$263,587.50 to cover architectural and engineering services.
 - b. Revise the plan for 2022-2023 Sidewalks along Byron St; Along Byron St between Mobile Ave and Memphis Ave; El Paso, Texas 79930: This public facility project will be reduced in the 48th Year (2022-2023) CDBG program, and is currently being recommended for funding under forthcoming CDBG funding cycles. Revised total2022-2023 project budget will be \$99,668.63 to cover architectural and engineering services.
 - c. Revise the plan for 2022-2023 Wheelchair Ramps along Wadsworth Ave; Intersections along Wadsworth Ave between Olga St and Sidney St; El Paso, Texas 79924: This public facility project will be reduced in the 48th Year (2022-2023) CDBG program, and is currently being recommended for funding under forthcoming CDBG funding cycles. Revised total 2022-2023 project budget will be \$104,840.00 to cover architectural and engineering services.
2. That the 2023-2024 Annual Action Plan is hereby amended as follows:
 - a. Revise the plan for 2023-2024 Opportunity Center for the Homeless 1208 Myrtle Emergency Shelter Renovations; 1208 Myrtle Ave; El Paso, Texas 79901: This public facility project will be reduced from the 49th Year (2023-2024) CDBG program, and is currently being recommended for funding under forthcoming CDBG funding cycles. Revised total 2023-2024 project budget will be \$256,867.00 to cover architectural and engineering services.
 - b. Add to the plan, Housing Opportunity Management Enterprises Salazar Apartments;311 South Eucalyptus St; El Paso, Texas 79905: This public facilities project will fully rehabilitate the Ruben E. Salazar Apartments and will be completed

more quickly than the projects identified above. As such, the redirected funds and an additional \$900,000 in available funding identified from enhanced project efficiencies will be redistributed to the Housing Opportunity Management Enterprises Salazar Apartments, a project approved by City Council on June 6, 2023. Revised total 2023-2024 project budget will be \$3,524,481.04.

3. That the Director of the Department of Community and Human Development be authorized to make the above changes to the 2022-2023 Annual Action Plan and 2023-2024 Annual Action Plan in the United States Department of Housing and Urban Development’s program system.
4. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney’s Office and Director of the Department of Community and Human Development.
5. Except as herein amended, the 2022-2023 Annual Action Plan and 2023-2024 Annual Action Plan remain in full force and effect.

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CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

14. *Motion made, seconded, and unanimously carried to **APPOINT** Alexis F. Alvarez to the Zoning Board of Adjustment by Representative Joe Molinar, District 4, as a regular appointment.
15. *Motion made, seconded, and unanimously carried to **APPOINT** Jorge E. Leon to the Zoning Board of Adjustment by Representative Joe Molinar, District 4, as an alternate appointment.
16. *Motion made, seconded, and unanimously carried to **APPOINT** David W. Marino to the Capital Improvements Advisory Committee by Representative Joe Molinar, District 4.
17. *Motion made, seconded, and unanimously carried to **APPOINT** Miguel Teran to the Building and Standards Commission by Representative Henry Rivera, District 7.

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

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

20. *Motion made, seconded, and unanimously carried to **APPROVE** a tax refund to Sunflower Bank NA, in the amount of \$2,627.22 for an overpayment made on January 31, 2023 of 2022 taxes, Geo. # W813-999-0010-0100.

..... <u>CONSENT AGENDA – BIDS:</u>
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Goal 2: Set the Standard for Sound Governance and Fiscal Management

19. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2023-0350R Regional Catastrophic Prep Consultant -Pandemic to Perses Consulting LLC, for a one (1) year term for an estimated amount of \$197,000.00. This contract will allow the Fire department to develop a pandemic preparedness plan as well as training, exercises and activities.

Contract Variance:

No contract variance, new contract

Department: Fire
 Vendor: Perses Consulting, LLC
 Nokesville, VA
 Item(s): All
 Term: 1 Year
 Total Estimated Award: \$ 197,000.00
 Account No.: 322-2720-22130-521000-G2222RCPGP
 Funding Source: U.S. Department of Homeland Security Grant
 District(s): All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and Fire Departments recommend award as indicated to Perses Consulting, LLC the highest ranked proposer based on evaluation factors established for this procurement.

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

.....

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

.....

- 20. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation No. 2023-0349 On Call & Emergency Repairs & Maintenance - MCAD to El Paso J.A.G., Inc., for an initial three (3) year term for an estimated amount of \$487,500.00. This contract will allow the Museums and Cultural Affairs Department to purchase emergency repair and maintenance services for unforeseen incidents beyond the scope of regularly scheduled maintenance at all public art projects owned by the City of El Paso.

Contract Variance:

There is no Contract Variance

Department: Museums and Cultural Affairs
 Vendor#1: El Paso J.A.G., Inc.
 El Paso, TX
 Item(s): All
 Initial Term: 3 years
 Annual Estimated Award: \$162,500.00
 Total Estimated Award: \$487,500.00
 Account No. 544250-454-1000-54240
 522150-454-4005-54320-PBARTSTRET85
 Funding Source: General Fund and Public Art Fund
 District(s): All

This is a Low bid, requirements contract.

The Purchasing & Strategic Sourcing and Museums and Cultural Affairs Departments recommend award as indicated to El Paso J.A.G., Inc., the lowest responsive and responsible

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 21. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the award of Solicitation No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated amount of \$376,118.97. This contract will allow the Animal Services department to purchase narcotic medications to treat shelter animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows:
There was an increase of \$262,678.86 which represents 231.56%. This is due to the addition of new medications and an increase in the price of medications.

Department: Animal Services
Vendor: Midwest Veterinary Supply, Inc.
Lakeville, MN
Item(s): All
Term: 3 Years
Annual Estimated Award: \$ 125,372.99
Total Estimated Award: \$ 376,118.97 (3 Years)
Account No.: 225-531120-2580-25120
Funding Source: Clinical Medical Supplies
District(s): All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Midwest Veterinary Supply, Inc., the lowest responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Representative Canales commented.

Mr. Terry Kebschull, Animal Services Director, commented.

Ms. Lisa Turner, citizen, commented.

22. *RESOLUTION

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

That the City Manager be authorized to sign the 2023-2024 Amendment to Contract 2019-1366 Professional Services Agreement (DVM) for Relief Services by and between the City of El Paso and Kim Kane, DVM to provide veterinary services for the City of El Paso’s Animal Services Department for a term of one (1) year from the effective date of the Agreement. This is a service requirement contract for a total estimated amount not to exceed \$90,000.

CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

23. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Managing Director of Purchasing & Strategic Sourcing to issue a Purchase Order to Ace Government Services LLC, referencing Contract 2018-1156 Janitorial Services - Public Health and Police Department. This change order is to increase the contract by \$229,950.00 for a total amount not to exceed \$1,423,095.00. The change order is to cover the janitorial services for Public Health and Police Department through the remainder of the contract.

Contract Variance: No contract variance
Department: Public Health
Vendor: Ace Government Services, LLC
El Paso, TX
Total Estimated Amount: \$229,950.00
Account No.: 314-41240-2140-52060-G4119AD
Funding Source: Public Health Grants
District(s): All

CONSENT AGENDA – NOTICE FOR NOTATION:

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

24. *Motion made, seconded, and unanimously carried to **ACCEPT** the donation of \$3,500 from Revive Medical Health for District 3 Holiday Community Initiatives aimed at distributing Thanksgiving turkeys to families in financial hardship within the community.

25. *Motion made, seconded, and unanimously carried to **ACCEPT** a donation of \$3,500 from ZTEX to the City for use by District 7 at the Pavo Real Senior Center for the purchase of turkeys for seniors in need this Thanksgiving.

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

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

26. **ITEM:** Discussion and action on directing City Attorney to bring a proposed amendment to the Rules of Order back to Council relating to requests to appear by video conference at City Council Meetings and adherence to Roberts Rules of Order in executive session.

Mayor Leeser and Representatives Kennedy, Annelo, Fierro, and Canales commented.

The following City staff members commented;

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

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Kennedy, seconded by Representative Canales, and unanimously carried to **DIRECT** the City Attorney to bring a proposed amendment to the Rules

of Order back to Council relating to requests to appear by video conference at City Council Meetings and adherence to Roberts Rules of Order in executive session.

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

NAYS: None

-
27. **ITEM:** Discussion and action to direct the City Manager and City Attorney to prepare an amendment to the Resolution adopted July 5, 2023 entitled *Process for City Council Members to Attend City Council Meetings by Videoconference Resolution* to establish a process for a member of Council to request on short notice to appear by video conference at a posted meeting in cases of unforeseen circumstances such as sudden illness, personal/family emergencies, or other urgent matters, in accordance with the Texas Open Meetings Act.

Representatives Kennedy, Fierro, Rivera, and Canales commented.

The following City staff members commented;

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

Ms. Lisa Turner, citizen, commented

Motion made by Representative Canales, seconded by Representative Hernandez, and carried to **DIRECT** the City Manager and City Attorney to **PREPARE** an amendment to the Resolution adopted July 5, 2023 entitled *Process for City Council Members to Attend City Council Meetings by Videoconference Resolution* to establish a process for a member of Council to request on short notice to appear by video conference at a posted meeting in cases of unforeseen circumstances such as sudden illness, personal/family emergencies, or other urgent matters, in accordance with the Texas Open Meetings Act.

AYES: Representatives Annello, Hernandez, Salcido, Rivera, and Canales

NAYS: Representatives Kennedy, Molinar, and Fierro

-
28. **ITEM:** Discussion on plan of action from Noise Ordinance Cross Functional Team to include goals, data received from police, and timeframes to be presented to city council in 30 days.

Representatives Fierro and Canales commented.

Mr. Steve Alvarado, Code Enforcement Director

Mr. Albert Rivera, citizen, commented.

NO ACTION was taken on this item.

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:
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Goal 8: Nurture and Promote a Healthy, Sustainable Community

-
29. Management update on development of multi-family affordable rental housing.

Mr. Abraham Gutierrez, Community and Human Development Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annelo, Hernandez, Fierro, and Canales commented.

NO ACTION was taken on this item.

REGULAR AGENDA – OTHER BUSINESS:

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

- 30. ITEM:** Discussion and action on a cash assistance program for low or moderate-income families that have experienced a negative impact due to the pandemic.

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

Mayor Leeser and Representatives Kennedy, Annelo, Hernandez, Salcido, Fierro, Rivera, and Canales commented.

The following members of the public commented:

1. Ms. Delia Santos
2. Mr. Eloiso De Avila
3. Ms. Lisa Turner

Motion made by Mayor Pro Tempore Annelo, seconded by Representative Hernandez, to **APPROVE** staff's recommendation to **ALLOCATE** funds from existing ARPA Community Recovery and issue a Notice of Funding Availability (competitive process) soliciting a non-profit organization to assist those at risk of eviction and prevent homelessness.

AYES: Representatives Annelo, Hernandez, Fierro, and Canales

NAYS: Representatives Kennedy, Molinar, Salcido, Rivera

Mayor Leeser broke the tie by voting "NAY". THE MOTION FAILED.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Patricia Osmond
3. Mr. Jaime Barceleau
4. Ms. Luz Corral
5. Ms. Summer Masoud
6. Ms. Sarahi Soto
7. Mr. Bahjat Masoud
8. Mr. Yamid Rivera Velazquez
9. Ms. Morgan Jodoin
10. Mr. Stuart R Schwartz
11. Ms. Raneem Karboji
12. Mr. Celeste Marquez
13. Ms. Nasreen Roohi
14. Ms. Marla Cohen

- 15. Ms. Desiree Miller
- 16. Ms. Emma Hagans
- 17. Ms. Salma Atiya
- 18. Mr. Xavier Miranda
- 19. Ms. Sarena Doucette
- 20. Mr. José Miguel Reyes
- 21. Ms. Zayahary Ortiz
- 22. Ms. Dolores Clay
- 23. Mr. Marlo Holguin
- 24. Mr. Peter Svarzbein
- 25. Mr. Miguel Escoto
- 26. Ms. Hayley Palafox

.....
 The Regular City Council meeting was **RECESSED** at 2:39 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 3:21 p.m.

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

Motion made by Mayor Pro Tempore Annelo, seconded by Representative Kennedy, 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, Annelo, Hernandez, Molinar, Fierro, Rivera, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

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

- 31. An Ordinance designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the City of El Paso, Texas, to be known as City of El Paso Reinvestment Zone No. 1; establishing the boundaries thereof; and providing for an effective date.

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

Goal 3: Promote the Visual Image of El Paso

- 32. An Ordinance changing the zoning for the property described as Tract 3, Section 3, and Tract 1, Section 4, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from M-2/C (Heavy Manufacturing/Conditions) to C-4 (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: 7000 Stan Roberts
 Applicant: City of El Paso, PZRZ23-00038

- 33. An Ordinance releasing all conditions placed on property by Ordinance No. 19274 which changed the zoning of Tract 3, Section 3 and Tract 1, Section 4, Block 80, Township 1, Texas & Pacific Railway Company Surveys, 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: 7000 Stan Roberts
Applicant: City of El Paso, PZCR23-00005

.....
PUBLIC HEARING WILL BE HELD ON DECEMBER 5, 2023
.....

34. An Ordinance amending Title 5 (Business License and Permit Regulations) to create Chapter 5.19 (Signage for Single-user Restrooms) and subsections thereunder in the El Paso City Code relating to signage for single-user restrooms; and creating a penalty.

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

35. An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Watermill Express, LLC, to the following and described parcel:

0.16 Acre, More or Less, Out of Tract 5-B, Block 40, Ysleta Grant, An Addition to The City of El Paso, Texas, Being More Particularly Described in Volume 312, Page 1066, Deed Records of El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

.....
PUBLIC HEARING WILL BE HELD ON NOVEMBER 21, 2023 FOR ITEMS 34 AND 35
.....

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

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

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

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

That the City Manager be authorized to sign Contract 2024-0016 On Call Median Maintenance by and between the City of El Paso and both WorkQuest f/k/a TIBH Industries, Inc., a private non-profit corporation and the certifying party, and Border TM Industries, Inc. d/b/a Xceed Resources, the performing party, to provide specified cleaning and maintenance services for certain properties managed by the City of El Paso’s Environmental Services Department for a term of one (1) year from the effective date of the Agreement and two (2) one-year option to extend, which may be exercised by the City Manager administratively. This is a service requirement contract at a currently estimated cost to the City of El Paso of \$1,253,102.64 for the initial term and an estimated \$2,887,791.90 if the option to extend is exercised.

Representatives Hernandez, Rivera, and Canales commented.

The following City staff members commented:

- Ms. Nicholas Ybarra, Environmental Services Director

- Ms. Tracey Jerome, Senior Deputy City Manager
- Ms. Paula Salas, Purchasing Agent

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

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

NAYS: None

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

37. Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **AWARD** Solicitation No. 2024-0102 Sports Officials and Assigners (Re-Bid) to the vendors indicated below, for an initial term estimated amount of \$3,373,950.00. The award also includes a two (2) year option for an estimated amount of \$915,000.00. The total contract value is, including the initial term plus option is five (5) years, for an estimated amount of \$4,288,950.00.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An annual increase of \$502,950.00, which represents a 80.90% due to the "not to exceed cost per game" was increased by Parks and Recreation Department for officials, scorekeepers and assigners due to the current wage market for this new contract.

Department:	Parks and Recreation
Vendor#1:	Isabel Griego El Paso, TX
Item(s):	Group 1 – Volleyball Group 2 - Basketball
Initial Term:	3 years
Annual Estimated Award:	\$457,500.00
Total Estimated Award:	\$1,372,500.00 (3 years)

Vendor#2:	Marcelino Velasquez dba El Paso Umpires Association El Paso, TX
Item(s):	Group 1 - Volleyball Group 2 - Basketball
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$457,500.00
Initial Term Estimated Award:	\$1,372,500.00 (3 years)
Total Estimated Award:	\$2,287,500.00 (5 years)

Vendor#3:	Tommy E Hawkins dba Permian Basin USSSA El Paso, TX
Item(s):	Group 3 - Youth Baseball
Initial Term:	3 years
Annual Estimated Award:	\$457,500.00
Total Estimated Award:	\$1,372,500.00 (3 years)
Total Annual Amount:	\$1,124,650.00

Total Initial Term Amount \$3,373,950.00 (3 years) (3 Vendors)
 Total Estimated Award (5 yrs.) \$2,287,500.00 (5 years - Vendor #2)
 Account No. 522110-451-1000-51270-P5113
 Funding Source: General Fund
 District(s): All
 This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and the Parks and Recreation Departments recommend award as indicated to Isabel Griego dba Chalk it Up! Enterprises LLC., Marcelino Velasquez dba El Paso Umpires Association and Tommy E Hawkins dba Permian Basin USSSA the lowest responsive and responsible bidders.

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

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

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

- 38.** Motion made by Representative Canales, seconded by Representative Fierro, and unanimously carried to **AWARD** Solicitation No. 2023-0137 Vending Machines to El Paso Snax Company for an initial three (3) year term for an estimated revenue to be generated during the initial term of \$370,262.00. The award also includes a two (2) year option for an estimated revenue amount of \$144,700.00. The total value of the contract is, including the initial term plus the option, for a total of five (5) years, for an estimated revenue to be generated of \$514,962.00. This contract will provide vending machine services to provide beverage, snack, and entrée machines to the City of El Paso sites that request to have a placement of vending machines.

Contract Variance:

The difference based in comparison to previous contract is as follows: An increase of \$2.00 for the minimum monthly guarantee to the City of El Paso, which represents a 7.14% increase due to the price increasing since the last time the service was procured.

Department: Public Health
 Vendor: El Paso Snax Company
 El Paso, TX
 Item(s): All
 Initial Term: 3 Years
 Option to Extend: 2 Years
 Annual Estimated Amount: \$123,420.67
 Initial Term Estimated Award: \$370,262.00 (3 years)
 Total Estimated Award: \$514,962.00 (5 years)
 Account No.: 314-1000-450690-41160
 Funding Source: General Fund - Revenue Generating
 District(s): All

This is a Best Value procurement, revenue generating contract.

The Purchasing & Strategic Sourcing and Public Health Departments recommend award as indicated to El Paso Snax Company, the bidder offering the best value bid. In accordance

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

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

NAYS: None

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

39. Motion made by Representative Fierro, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2023-0397 Horizontal Construction Improvements to Keystone GC, LLC for an initial term of two (2) years for a total estimated award of \$2,000,000.00. The award also includes three (3) one (1) year options for an estimated amount of \$3,000,000.00. The total value of the contract is, including the initial term plus the option for a total of four (4) years, for an estimated amount of \$5,000,000.00. This contract is an indefinite-delivery indefinite-quantity (IDIQ) contract to perform maintenance, repair, alteration, renovation, remediation, or minor construction projects on a task order basis. This contract will be pre-established prices and a coefficient to be used for each task order issued under this contract. This contracting method eliminates the need to procure each project separately allowing some time efficiencies on the delivery of qualified construction projects.

Department:	Capital Improvement
Award to:	Keystone GC, LLC El Paso, TX
Item(s):	All
Initial Term:	2 Years
Option Term:	3 Years
Initial Term Estimated Amount:	\$2,000,000.00 (2 Years)
Option Term Year 1 Amount:	\$1,000,000.00 (1 Year)
Option Term Year 2 Amount:	\$1,000,000.00 (1 Year)
Option Term Year 3 Amount:	\$1,000,000.00 (1 Year)
Total Estimated Award:	\$5,000,000.00 (5 Years)
Funding Sources:	Various Accounts
Accounts:	N/A
District(s):	All

This is a Competitive Sealed Proposal, price book (RS Means) Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Keystone GC, LLC, the highest ranked offeror based on the evaluation criteria for this solicitation.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

Ms. Crystal Paz, Senior Procurement Analyst, commented.

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

NAYS: None

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- 40.** Motion made by Representative Rivera, seconded by Representative Canales, and unanimously carried to **AWARD** Solicitation 2023-0656 Arboleda Street Remediation to KARLSRUHER, INC. dba CSA Constructors for a total estimated award of \$1,343,159.70. The general purpose of the project is to remediate the subsidence condition that is occurring within the City of El Paso right-of-way at 8624 Arboleda Drive, 8627 Arboleda Drive and associated street surface drainage improvements within the project limits. The project includes areas where sidewalks, driveways, private property rock walls and pavement distress has been observed and reported by the owners. The proposed repairs will include the regrading of Arboleda Drive, the construction of structural sidewalks and rock walls in the impacted areas, and the relocation of the water and/or sewer lines for the properties mentioned in the previous paragraph.

Department:	Capital Improvement
Award to:	KARLSRUHER, INC. dba CSA Constructors El Paso, TX
Item(s):	All
Initial Term:	120 Working Days
Base Bid I:	\$771,936.30
Base Bid II:	\$192,613.30
Base Bid III:	\$378,610.10
Total Estimated Award:	\$1,343,159.70
Funding Sources:	Capital Projects - Internal
Accounts:	532-4930-31040-580270-PIF22SAMSTORMRV
District(s):	7

This is a Competitive Sealed Proposal, Unit Price Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to KARLSRUHER, INC. dba CSA Constructors, the highest ranked offeror based on the evaluation criteria for this solicitation.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

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

NAYS: None

Goal 8: Nurture and Promote a Healthy, Sustainable Community

41. Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Salcido, and unanimously carried to **AUTHORIZE** the Managing Director of the Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to Dumpster Devil, LLC the sole authorized dealer and supplier for sales of machines, parts and service in El Paso, Texas for the Dumpster Compactor Roller for Environmental Services Department for a one-time purchase for an estimated amount of \$165,000.00. This contract will allow the Environmental Services Department to purchase the rolling crusher for the customer collection station operations.

Contract Variance:

No contract variance, new purchase of equipment of this sort.

Department:	Environmental Services
Vendor:	Dumpster Devil, LLC Dover, DE
Total Estimated Award:	\$165,000.00
Account No.:	580290-334-3150-34100-P3410-PESD00230
Funding Source:	Environmental Services - Capital Fund
District(s):	All
Reference No.	2024-0150

This is a Sole Source, unit price contract.

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

REGULAR AGENDA – EMERGENCY ORDINANCES:

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

ITEMS 42 AND 43 WERE TAKEN TOGETHER

42. ORDINANCE 019550

**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 181,059 land border encounters in the month of August, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 25,236 land border encounters in the month of August, 2023 and a total of 389,330 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 October 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 31st 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.

Mayor Leeser and Representative Canales commented.

Mr. Robert Cortinas, Chief Financial Officer, commented.

43.

ORDINANCE 019551

**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 1,827,133 of which 1,277,321 were Title 42; and

WHEREAS, the El Paso sector of CBP had 25,236 land border encounters in the month of August, 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 31st 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.

Motion made by Representative Canales, seconded by Representative Salcido, and unanimously carried that the Ordinances be **ADOPTED**.

AYES: Representatives Kennedy, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales.

NAYS: None

Mayor Leeser consented to the adoption of the Emergency Ordinances.

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

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

44. *Motion made, seconded, and unanimously carried to **DELETE** the public hearing of 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.

.....
45. ORDINANCE 019552

The City Clerk read an Ordinance entitled: **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.**

Representative Molinar commented.

Mr. Tony Nevarez, Aviation Operations and Security Assistant Director, commented.

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

NAYS: None

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

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

46. ORDINANCE 019553

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Representative Canales, seconded by Representative Salcido, 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, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales
NAYS: None

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

.....
ITEMS 47 AND 48 WERE TAKEN TOGETHER
.....

47. ORDINANCE 019554

The City Clerk read an Ordinance entitled: **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.

48. ORDINANCE 019555

The City Clerk read an Ordinance entitled: **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.

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

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

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

NAYS: None

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

.....
ITEMS 49 AND 50 WERE TAKEN TOGETHER

49. ORDINANCE 019556

The City Clerk read an Ordinance entitled: **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.

Representative Salcido commented.

Mr. Raul Garcia, Planning and Inspections Program Manager, commented.

50. ORDINANCE 019557

The City Clerk read an Ordinance entitled: **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.

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

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

AYES: Representatives Kennedy, Annelo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

ITEMS 51 AND 52 WERE TAKEN TOGETHER

51. ORDINANCE 019558

The City Clerk read an Ordinance entitled: **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.

52. ORDINANCE 019559

The City Clerk read an Ordinance entitled: **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.

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

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

AYES: Representatives Kennedy, Annelo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

53.

ORDINANCE 019560

The City Clerk read an Ordinance entitled: **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.**

Motion duly made by Representative Canales, 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, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

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

54.

ORDINANCE 019561

The City Clerk read an Ordinance entitled: **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.**

Motion duly made by Mayor Pro Tempore Annello, 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, Annello, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

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

REGULAR AGENDA – OTHER BUSINESS:

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

55. **ITEM:** Discussion and action regarding a Public Hearing related to the issuance of Water Supply Revenue bonds by the Mission Economic Development Corporation (UW CMC LLC Project) in one or more series and in one or more dates.

Mayor Leeser commented.

Mr. Lee McCormick, Municipal Advisor for the Mission Economic Development Corporation, commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to **CLOSE** the Public Hearing at **2:37 P.M.**

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

56. **CERTIFICATE FOR RESOLUTION**

THE STATE OF TEXAS §
 §
CITY OF EL PASO §

I, the undersigned City Secretary of the City of El Paso, Texas (the "City"), hereby certify as follows:

1. The City Council of El Paso, Texas (the "City Council"), convened in regular meeting on November 7, 2023, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council and the City Secretary, to wit:

Oscar Leeser	Mayor
Brian Kennedy	Councilmember, District 1
Alexandra Annello	Councilmember, District 2
Cassandra Hernandez	Councilmember, District 3
Joe Molinar	Councilmember, District 4
Isabel Salcido	Councilmember, District 5
Art Fierro	Councilmember, District 6
Henry Rivera	Councilmember, District 7
Chris Canales	Councilmember, District 8

and all of said persons were present except for Cassandra Hernandez, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION WITH RESPECT TO UW CMC LLC PROJECT

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: 7;
NOES: 0;

ABSTENTIONS: 0.

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said City Council's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

57.

R E S O L U T I O N

WHEREAS, On October 10, 2023 City Council approved 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; making provisions for the conduct of the Special Election; and authorizing a contract with El Paso County to furnish election services and equipment; and

WHEREAS, the County of El Paso anticipates the financial costs associated with effectuating the intent of the above October 10, 2023 resolution to not exceed \$600,000.

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

That the City Manager or his designee to establish the funding source and make any necessary budget transfers for the Special Election of 2023 and possible run-off Election in an amount not to exceed \$600,000.

Mayor Leeser and Representative Kennedy commented.

The following City staff members commented:

- Mr. Robert Cortinas, Chief Financial Officer
- Ms. Diana Nunez, Assistant City Clerk

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

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

NAYS: None

58.

RESOLUTION

WHEREAS, on August 23, 2022, pursuant to Section 7.3 of the City of El Paso municipal code, the City Council approved the FY2023 City budget by resolution (“Budget Resolution”); and

WHEREAS, the City desires to amend section 68 of the Budget Resolution to address minor scrivener’s errors and allow for the accurate accounting close out of the FY2023 Budget for the City of El Paso.

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

THAT, non-expended funds in the General Fund appropriations allocated to each City Council representative at the end of FY 2023 shall be allocated to the discretionary fund of each respective City Council representative in FY 2023; and **THAT**, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

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

AYES: Representatives Kennedy, Annelo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

EXECUTIVE SESSION

Motion made, seconded, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 3:56 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, Annelo, Hernandez, Molinar, Salcido, Fierro, Rivera, and Canales

NAYS: None

Representatives Kennedy and Rivera were not present during executive session.

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 5:30 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Annelo, Hernandez, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Kennedy, Fierro, and Rivera

EX1. Holly, Johnson v. City of El Paso; Matter 16-1026-7551; (551.071)

Motion made by Mayor Pro Tempore Annelo, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office in consultation with the Interim City

Manager be **AUTHORIZED** to participate in mediation of *Holly Chloe Johnson v. City of El Paso* in matter number 16- 1026-7551 , Cause No.: 2016DCV2097 and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

AYES: Representatives Kennedy, Annelo, Hernandez, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

.....
EX2. Discussion on Contract of Sale for 323 Chihuahua Street, El Paso, Texas; Matter HQ#23-859; (551.071)

NO ACTION was taken on this item.

.....
EX3. 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.

.....

<u>ADJOURN</u>

.....

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Canales, and unanimously carried to **ADJOURN** this meeting at 5:32 p.m.

AYES: Representatives Kennedy, Annelo, Hernandez, Molinar, Salcido, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-135, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



File #: 23-1525, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, 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 Air Cargo Building Lease Agreement, by and between the City of El Paso, Texas, ("Lessor"), and The University of Texas at El Paso ("UTEP") ("Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and roadway, located at and in front of and adjacent to 6411 Convair Road, City of El Paso, El Paso County, Texas in Air Cargo Center Building #2, for a month to month lease not to exceed twelve months, with a monthly fee of \$830.00.

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

DEPARTMENT: Aviation

AGENDA DATE: November 21, 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, be authorized to sign an Air Cargo Building Lease Agreement, by and between the City of El Paso, Texas, ("Lessor"), and The University of Texas at El Paso ("UTEP")(Lessee"), for warehouse space, loading dock, and to use a portion of the parking area and roadway, located at and in front of and adjacent to 6411 Convair Road, City of El Paso County, Texas in Air Cargo Center Building #2, for a month to month lease not to exceed twelve months, with a monthly fee of \$830.00

BACKGROUND / DISCUSSION:

The University of Texas at El Paso is requesting a new lease with the City of El Paso International Airport (Airport) to continue occupancy of the warehouse space at 6411 Convair, Air Cargo Center Building #2, with use of the parking area and roadway.

PRIOR COUNCIL ACTION:

May 17, 2022

AMOUNT AND SOURCE OF FUNDING: N/A

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

DEPARTMENT HEAD:

Samuel Rodriguez

Samuel Rodriguez, P.E.
Director of Aviation

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 Air Cargo Building Lease Agreement by and between the City of El Paso (“Lessor”) and The University of Texas at El Paso (“UTEP”) (“Lessee”), for warehouse space, loading dock, and to use a portion of the parking area and the roadway, located in front of and adjacent to 6411 Convair Road, City of El Paso, El Paso County, Texas, in Air Cargo Center Building #2, for a month-to-month term not to exceed twelve months, with a monthly fee of \$830.25.

APPROVED this ____ day of _____ 2023.

CITY OF EL PASO

Oscar Leoser
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

AIR CARGO BUILDING LEASE AGREEMENT
6411 Convair Road

El Paso International Airport
El Paso, Texas

Board of Regents of The University of Texas System, for the use and benefit of
The University of Texas at El Paso

_____, 2023
Effective Date

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EL PASO INTERNATIONAL AIRPORT
AIR CARGO BUILDING LEASE AGREEMENT

THIS AIR CARGO BUILDING LEASE AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2023, between the **CITY OF EL PASO, TEXAS** (“Lessor”) and the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**, *for the use and benefit of* **THE UNIVERSITY OF TEXAS AT EL PASO** (“Lessee”).

WITNESSETH:

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

WHEREAS, Lessor has constructed an air cargo building facility located on Airport property, commonly known as Cargo Building No. 2 at 6411 Convair Road, El Paso, Texas 79925 (the “Cargo Building No. 2”), and has space therein and appurtenances thereto available for lease, and Lessee desires to lease space in said Cargo Building No. 2; and

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

WHEREAS, Lessee has indicated a willingness and ability to properly operate, keep and maintain such space in Cargo Building No. 2 leased hereunder in accordance with the standards established by Lessor; and

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

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

ARTICLE I
PREMISES AND PRIVILEGES

Section 1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described premises located at 6411 Convair Rd., El Paso, El Paso County, Texas all of which will hereinafter be referred to as the “Premises”:

- A. That certain warehouse space within Cargo Building No. 2 containing 1,000 square feet, more or less, as shown on **EXHIBIT “A”** attached hereto, for Lessee’s

exclusive use, and as further depicted on **EXHIBIT “B”** attached hereto [denoted thereon as “UTEP – 1,000 SF (warehouse)”], and

- B. The exclusive right to use the loading dock and to use 500 square feet, more or less, of vehicle parking space directly in front of said Cargo Building No. 2 as more fully depicted on **EXHIBIT “B”** attached hereto [denoted thereon as “6411 Convair Road vehicle parking and loading dock”].
- C. Lessee is further granted the non-exclusive right to use the following (collectively, the “Common Areas”): (i) the interior portion of the Cargo Building No. 2 which is for the common use of the lessees of the Cargo Building No. 2, including the hallway, restrooms, kitchen, and reception area, as more fully depicted on **EXHIBIT “B”** attached hereto [denoted thereon as “Common space - 1,493 SF] (the “Interior Common Area”), (ii) a portion of the vehicle parking area located in front of and adjacent to said Cargo Building No. 2, such portion to be commensurate with Lessee’s share of warehouse and office space leased to all lessees that share common use of this vehicle parking area, and (iii) all roadways, walkways, entrances, and access ways intended for the common use of the lessees of the Cargo Building No. 2. For the avoidance of doubt, Lessee’s non-exclusive right to the vehicle parking area described in this paragraph is in addition to Lessee’s exclusive right to use the loading dock and parking area described in Section 1.01.B. above.

Section 1.02 Right of Ingress and Egress.

Lessor hereby grants to Lessee the rights of ingress to and egress from the Premises over and across the public and private roadways serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

Section 1.03 Restrictions of Privileges, Uses and Rights.

Lessee covenants and agrees that it shall use the Premises for Aviation Related Operations only. “Aviation Related Operations” is hereby defined as any activity related to aviation, including, but not limited to, aircraft storage, cargo and maintenance operations.

Lessee shall not offer, or permit to be offered, retail services, sales or repairs of any type from the Premises, other than may be incidental to the conduct of Lessee’s operations. Fuel sales are specifically prohibited.

In connection with the exercise of its rights under this Agreement, Lessee:

- A. Shall not do or permit to be done anything at or about the Airport that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.

- B. Shall not do or permit to be done any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of and shall prohibit any employee, agent, contractor, or other person from disposing of any waste material taken from, or products used with respect to, its aircraft, equipment or otherwise related to Lessee's operations into the sanitary or storm sewers at the Airport or any other approved location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials as defined herein, unless such waste material or products first be properly treated by equipment installed with the approval of Lessor and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitation of the El Paso Water Utilities Public Service Board are not exceeded.
- D. Shall not keep or store Hazardous Materials or articles including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport in excess of Lessee's working requirements during any twenty-four (24) hour period, except when the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees Fahrenheit (100° F) shall be kept and stored in safety containers of a type approved by the Underwriters Laboratories; (2) said material shall be under the control and care of designated Lessee personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; (4) said materials shall be stored in special storage areas designated by the Director or other authorized representative of Lessor while on the Airport.
- E. Shall not install fuel storage tanks or pumping facilities for use in fueling any aircraft, vehicles or other equipment on the Premises.
- F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees; nor shall Lessee provide for the sale or dispensing of food and beverages at the Airport except that the Lessee may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Lessee's employees in areas not accessible to the general public.
- G. The rights and privileges granted Lessee under this Agreement with respect to the performance of ground services and activities in connection with its operations at the Airport may be exercised by Lessee only for and on behalf of Lessee for regularly scheduled or unscheduled service. Lessee may, subject to the prior

written approval of Lessor, and, where applicable, perform ground services for other air cargo operators conducting operations at Cargo Building No. 2 provided said air cargo operators are signatories to an Air Cargo Use Agreement or Airline Operating Agreement with Lessor. It is understood and agreed that Lessor reserves the right to charge a fee or commission associated with controlling access to restricted areas, and to collect reasonable fees or commissions for ground transportation, ground support services for other Air Cargo operator(s), and other services or facilities provided by or for Lessee in competition with concessionaires and operators operating under an agreement with the Lessor.

Section 1.04 Conditions of Granting Agreement.

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

- A. That no functional alteration of the Premises shown on **EXHIBIT “A”** or functional change in the uses of such Premises permitted under Section 1.03 above shall be made without the specific written consent of Lessor herein; said consent to be at Lessor's sole discretion.
- B. That the right to use said public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. That Lessee will utilize only the roadways or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport; provided that, notwithstanding anything in this Agreement to the contrary, Lessee shall at all times have reasonable access from a dedicated public right-of-way to and from the Premises of sufficient size and area to facilitate Lessee's use and occupancy of the Premises in accordance with the terms of this Agreement.

Section 1.05 Exterior Fencing and Storage.

Lessee may store stock, materials, and supplies on the Premises, however all stock, materials, and supplies located outside must be completely enclosed by fence. The placement and design of any exterior fencing and storage on the Premises shall be in accordance with plans and specifications prescribed by Lessor and shall be uniform throughout the entire Cargo Building No. 2, ramp, and associated areas.

ARTICLE II
OBLIGATIONS OF LESSOR

Section 2.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term hereby provided.

Section 2.02 Lessor's Right of Entry.

Lessor reserves the right to enter into and upon the Premises at all times during business hours for the purpose of inspecting the condition thereof, or to perform maintenance or repairs as may be necessary in accordance with the provisions of this Agreement, or for the purpose of exhibiting the same to prospective Lessees, purchasers or others. The exercise of this right to enter the Premises shall not be deemed an eviction or disturbance of Lessee's use or possession, provided that Lessor shall exercise its best efforts not to interfere with Lessee's normal operations on the Premises.

Section 2.03 Condition and Maintenance of Premises; Common Areas.

Lessor shall bear responsibility for only those repairs and maintenance to the Structural Elements of Cargo Building No. 2. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, and the ramp. In addition, Lessor shall bear responsibility for repairs and custodial maintenance of the Common Space with the exception of the kitchen area, which is the responsibility of the Lessees.

ARTICLE III
OBLIGATIONS OF LESSEE

Section 3.01 Net Agreement.

Subject to Lessor's obligations under Section 2.03, this Agreement in every sense shall be without cost to Lessor for the development, maintenance and improvement of the Premises. Subject to Lessor's obligations under Section 2.03, it shall be the sole responsibility of Lessee to keep, maintain, repair and operate the entirety of the Premises and all improvements and facilities placed thereon at Lessee's sole cost and expense.

Section 3.02 Condition and Maintenance of Premises.

LESSEE ACCEPTS THE PREMISES IN "AS IS" CONDITION. Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall be solely responsible for repairs and maintenance of the Premises except those required for the Structural Elements referenced in Section 2.03, and shall not cause any damage or impairment to any part of the Structural Elements.

Section 3.03 Internal Improvements.

Lessee may make internal improvements, additions and alterations to the Premises hereunder with the prior written approval of Lessor. Lessee guarantees that all construction work performed by contractors hired by Lessee shall be done in accordance with applicable building codes, laws and regulations and in a good, workmanlike manner, and all materials used by Lessee's contractors shall be of an appropriate grade and quality for the use for which they are employed.

Lessee shall submit to Lessor the internal construction plans and specifications for the written approval by Lessor. It is agreed that Lessor reserves the right to reject any plans and specifications. In the event such additions, alterations, or improvements shall be deemed to have been undertaken without the prior written approval of Lessor required herein, Lessee may, following the expiration of any applicable notice be considered in default and Lessor may cancel this Agreement in accordance with the provisions of Article IX hereinafter set forth.

Subject to written approval of Lessor, all permanent improvements, if any, made by Lessee to said Cargo Building No. 2, of which the Premises are a part, shall become the property of Lessor upon the expiration, cancellation or early termination of this Agreement. All other improvements and fixtures of a non-permanent nature and all trade fixtures, machinery and equipment made or installed by Lessee may be removed from the Premises at any time by Lessee, subject to Lessor's lawful exercise of its Lessor's lien, and to the extent that it does not cause structural or cosmetic damage to the Premises or any other portion of Lessor's Cargo Building No. 2 and facilities.

Section 3.04 Reserved.

Section 3.05 Compliance with Laws.

Lessee, at Lessee's expense, specifically agrees to make or cause to be made all such alterations to the Premises, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers from and providing such alternative services within the Premises, as shall be required by the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to the use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

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

Lessor shall maintain all Common Areas, and all appurtenant improvements in compliance with all applicable Disabilities Laws and Environmental Laws, and any amendments thereto, at Lessor's sole cost and expense.

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental

Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

- (2) “Hazardous Material” shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, or invitees, in violation of any Environmental Law. **Lessee shall, to the extent authorized by the Constitution and the laws of the State of Texas, indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, and any and all claims and actions brought by any person, entity or governmental body, arising in connection with any contamination of the Premises by Hazardous Materials or violation of Environmental Laws as a result (whether in part or in whole) of Lessee’s use, occupancy, activities and/or operations on the Premises. Lessee’s obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws on the Premises. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision 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, in each case, to the**

extent resulting from Lessee's use, occupancy, activities and/or operations on the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon, which presence is caused by Lessee's use, occupancy, activities and/or operations on the Premises, results in any contamination of the Premises or any improvements thereon requiring any removal or remediation under applicable Environmental Laws, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition required under applicable Environmental Law; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws that are applicable to Lessee's use and occupancy of the Premises.
- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication received by Lessee from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.

Notwithstanding any other provision in this Agreement to the contrary, in the event Lessee fails to comply with the provisions of this Section, and such failure continues for a period of thirty (30) days after notice of such failure from Lessor to Lessee (or such longer time as may be reasonably necessary so long as Lessee commences the cure within said thirty (30) days and thereafter diligently prosecutes the same to completion), Lessor shall have the right of "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 cost of which shall be borne by Lessee.

The failure of Lessee to comply with any of the requirements and obligations of this Section, and the continuance of such failure for a period of thirty (30) days after notice of such failure from Lessor to Lessee (or such longer time as may be reasonably necessary so long as Lessee commences the cure within said thirty (30) days and thereafter diligently prosecutes the same to

completion), shall constitute a material default of this Agreement and shall permit Lessor to pursue the remedies as set forth in Article IX hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Agreement, to which Lessor may resort cumulatively, or in the alternative.

C. Reporting.

At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service and other taxing authorities) by way of example but not in limitation, the FAA, the Environmental Protection Agency or the Texas Commission on Environmental Quality, Lessee shall, upon request of Lessor, provide duplicate copies of the filing(s) made, along with any related documents, to Lessor.

Section 3.06 Maintenance.

Subject to Landlord's obligations under Section 2.03 above, Lessee shall, at its sole cost and expense, maintain the Premises improvements and appurtenances located therein, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. Lessee shall repair all damage to said Premises caused by its employees, patrons or Lessee's operation thereon. Lessee shall be responsible for the upkeep and cleanliness of the Premises. Lessee shall maintain and repair all equipment located within the Premises, including, but not limited to any heating and cooling equipment. Lessee shall have no obligation to, and agrees not to, paint the exterior of the improvements or anywhere on the Premises without the written consent of Lessor; said consent to be at Lessor's sole discretion. Lessor shall also be the sole judge of the quality and content of any painting submitted by Lessee for consideration.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within thirty (30) 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. Lessee is responsible for the exclusive use of space and paying for the Common Area Maintenance fee.

Section 3.07 Reserved.

Section 3.08 Trash, Garbage, and Other Refuse.

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

Section 3.09 Permitted Uses.

Lessee covenants and agrees that in no event will it enter into any business activity on the Premises other than those specified in Article I.

Section 3.10 Signage.

The following regulations shall apply to all signs displayed for observation from outside a building whether displayed on, near or within a building:

- A. Permitted Signs. Signs on the Premises shall be limited to those identifying the uses conducted on the site and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Lessor prior to installation. Said written approval shall be at Lessor's sole discretion. Outdoor advertising, billboards or flashing lighting shall not be permitted.

- B. Lighting and Construction. All signs shall comply with all current or future building codes of the City of El Paso and with all current or future rules and regulations of the Federal Aviation Administration (FAA) and its successor agencies. Lessee is solely responsible for obtaining all necessary permits and licenses.

Section 3.11 Reserved.

Section 3.12 Authorization to Enter Restricted Area.

Lessee understands that the Premises include access to a restricted area of the Airport and that Lessee and its agents, employees, servants or independent contractors must be authorized by the Lessor to enter restricted areas of the Airport prior to their entry thereon. The authorization to enter restricted areas of the Airport is not granted by this Agreement, but shall be granted to Lessee upon Lessee's completion of security clearance and identification badging requirements necessary of all persons entering restricted areas of the Airport. As Lessee is required to comply with all applicable rules and regulations, any violation of this provision or those security rules and regulations applicable to the restricted areas of the Airport, shall be considered to be a material violation of this Agreement and grounds for termination.

Section 3.13 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against the Lessor or the Airport for any security violation as a result of or related to any act or failure to act on the part of Lessee, its agents, employees or independent contractors, Lessee shall reimburse the Lessor in the amount of the civil penalty assessed. Failure to reimburse the Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

Lessee acknowledges that it is familiar with the restrictions imposed on Lessor by the Federal Aviation Regulations (FAR) Part 1542 and any amendments, and agrees to assume responsibility for compliance with said regulation as it relates to access and identification procedures on the Premises. To accomplish this compliance, Lessee agrees to develop a security plan and will submit same to the Transportation Security Administration (TSA) security office for required approval.

ARTICLE IV
TERM OF LEASEHOLD

Section 4.01 Term.

The term of this Agreement shall commence on _____, 2023 (the “Effective Date”) for a month-to-month term not to exceed twelve months.

Section 4.02 Reserved.

Section 4.03 Termination by Either Party.

This Agreement may be terminated by either party without cause by providing forty-five (45) days prior written notice to the other party.

Section 4.04 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1½) times the monthly rental in effect immediately preceding the expiration or earlier termination of this Agreement, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over after the expiration or cancellation of this Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this 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.

Section 4.05 National Emergency.

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

ARTICLE V
RENTALS

Section 5.01 Rental.

For the purpose of computing the rental payments, Lessor and Lessee agree that the Premises comprise the following:

1, 000 Sq. ft. of Office and Warehouse Space at \$7.00/Sq. ft./annum = \$7,000.00/yr.

200 Sq. ft. representing Lessee's share of the Interior Common Area at \$7.00/Sq. ft./annum = \$1,400/yr.

500 Sq. ft. of Vehicle Parking and Loading Dock Space at \$0.726/Sq. ft./annum = \$363.00/yr.

1,200 Sq. ft. of electricity/telecommunications surcharge at \$1.50/Sq. ft./annum = \$1,200.00/yr.

Initially, therefore, the Initial Annual Rental shall be **\$9,963.00** per year (\$1.50 per Sq. ft. shared space custodial maintenance, per Section 2.03) or **\$830.25 per month**

Section 5.02 Commencement of Rental.

Payment of rental by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Agreement, which is first noted on the title page.

Section 5.03 Time of Payment.

All rental due hereunder shall be paid in twelve (12) equal monthly installments. Said monthly rental payments shall be paid in advance on or before the first day of each and every month during the term or any extension of this Agreement. Rental due hereunder shall be prorated for any partial month or fractional year.

Section 5.04 Reserved.

Section 5.05 Place of Payment.

All rental and other payments required herein shall be paid to Lessor at the following address:

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

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

ARTICLE VI
INSURANCE AND INDEMNIFICATION

Section 6.01 Liability Insurance.

For so long as the lessee hereunder is an agency of the State of Texas, the provisions of this Section 6.01, Sections 6.02 and 6.03 below, and any other requirements that Lessee obtain insurance contained elsewhere in this Lease are superseded by the provisions of the State Law Addendum (hereinafter defined) and shall be of no force and effect. Lessee, at its sole cost and expense shall, throughout the term of this Agreement, provide and keep in force for the benefit of Lessee with the Lessor as an additional insured, 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 and One Million Dollars (\$1,000,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Section 6.02 Fire and Extended Coverage Insurance.

Lessor agrees that, at all times throughout the term of this Agreement, it will keep Cargo Building No. 2 insured under a Standard Policy of Fire and Extended Coverage Insurance for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be re-determined every three (3) years. Upon receipt of a statement therefore, Lessee shall reimburse Lessor for Lessee's pro rata share thereof plus ten percent (10%) for administrative overhead. Said share shall be calculated on a pro rata basis utilizing the square footage of each Lessee's occupancy divided by the total square footage of Cargo Building No. 2.

If the operations conducted by Lessee, or anyone holding under Lessee, on the Premises should require the payment of a greater premium for fire and extended coverage insurance than would customarily be payable for the conduct of the air cargo operations permitted hereunder, then the amount of such additional premium cost shall also be reimbursed by Lessee to Lessor.

Section 6.03 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, such approval not to be unreasonably withheld.

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 of the period during which the policy is in effect;
- C. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance;

- D. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days' prior written notice to Lessor; and
- E. A statement certifying the Lessor has been listed as an additional named insured on the policy.

Section 6.04 INDEMNIFICATION.

- A. **INDEMNITY. TO THE EXTENT AUTHORIZED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, LESSEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES", FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, EXPENSES, AND COURT COSTS), LIABILITIES, DAMAGES, CLAIMS, SUITS, ACTIONS, AND CAUSES OF ACTIONS WHATSOEVER ("CLAIMS), TO THE FULL EXTENT ARISING OUT OF (A) ANY BREACH OF THIS AGREEMENT BY LESSEE OR ITS AGENTS, EMPLOYEES, AFFILIATES, SUBLESSEES, OR CONTRACTORS, (COLLECTIVELY THE "LESSEE PARTIES"); (B) ANY FALSE REPRESENTATION OR WARRANTY MADE BY THE LESSEE PARTIES HEREUNDER; OR (C) NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LESSEE PARTIES IN CONNECTION WITH THIS AGREEMENT, THE CONSTRUCTION, DEVELOPMENT, OPERATION OR USE OF THE LEASED PREMISES, OR THE AIRPORT.**

IT IS THE INTENTION OF THIS INDEMNITY SECTION THAT THE JOINT AND CONCURRING RESPONSIBILITY OF CITY AND LESSEE BE BORNE COMPARATIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY OR LESSEE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THIS PROVISION SHALL NOT CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY THIRD PARTY AGAINST CITY OR LESSEE NOR SHALL IT ENLARGE IN ANY WAY THE LIABILITY OF CITY OR LESSEE, THIS PROVISION BEING INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF CITY FROM LIABILITY FOR DAMAGE TO THIRD PERSONS OR PROPERTY AS SET FORTH IN THIS PARAGRAPH.

LESSEE SHALL ASSUME ON BEHALF OF THE INDEMNIFIED PARTIES AND CONDUCT WITH DUE DILIGENCE AND IN GOOD FAITH THE DEFENSE OF ALL CLAIMS AGAINST ANY OF THE INDEMNIFIED PARTIES. MAINTENANCE OF THE INSURANCE REQUIRED UNDER THIS AGREEMENT SHALL NOT AFFECT LESSEE'S INDEMNITY

OBLIGATIONS. LESSEE MAY CONTEST THE VALIDITY OF ANY CLAIMS, IN THE NAME OF CITY OR LESSEE, AS LESSEE MAY IN GOOD FAITH DEEM APPROPRIATE, PROVIDED THAT THE EXPENSES THEREOF SHALL BE PAID BY LESSEE. IN NO EVENT MAY LESSEE ADMIT LIABILITY ON THE PART OF CITY WITHOUT THE PRIOR WRITTEN CONSENT OF THE EL PASO CITY ATTORNEY.

- B. WAIVER OF CONSEQUENTIAL DAMAGES. EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER ANY CONSEQUENTIAL INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES FROM THE OTHER PARTY, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR INCOME, CLAIMS OF LESSEE'S CUSTOMERS, SUBLESSEES, AND CONTRACTORS, AND OTHER SIMILAR CLAIMS OR DAMAGES.**
- C. CLAIMS AGAINST LESSEE. IF ANY CLAIM, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON OR ENTITY AGAINST THE LESSEE ARISING OUT OF OR CONCERNING THIS AGREEMENT, THE AIRPORT, OR THE LEASED PREMISES, LESSEE SHALL GIVE WRITTEN NOTICE THEREOF TO CITY WITHIN TEN (10) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH CLAIM, DEMAND, SUIT, OR ACTION. SUCH NOTICE SHALL ENCLOSE A TRUE COPY OF ALL SUCH CLAIMS, AND IF THE CLAIM IS NOT WRITTEN OR THE INFORMATION IS NOT DISCERNABLE FROM THE WRITTEN CLAIM, THE WRITTEN NOTICE SHALL STATE THE DATE OF NOTIFICATION OF ANY SUCH CLAIM, DEMAND, SUIT, OR OTHER ACTION; THE NAMES AND ADDRESSES OF THE PERSON, FIRM, CORPORATION, OR OTHER ENTITY MAKING SUCH CLAIM OR THAT INSTITUTED OR THREATENED TO INSTITUTE ANY TYPE OF ACTION OR PROCEEDING; THE BASIS OF SUCH CLAIM, ACTION, OR PROCEEDING; AND THE NAME OF ANY PERSON AGAINST WHOM SUCH CLAIM IS BEING MADE OR THREATENED. SUCH WRITTEN NOTICE SHALL BE DELIVERED EITHER PERSONALLY OR BY MAIL AND SHALL BE DIRECTLY SENT TO THE EL PASO CITY ATTORNEY.**
- D. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO LIMIT CITY'S ABILITY TO ADJUST RENTAL RATES AND OTHER FEES IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS OF THIS AGREEMENT, AND APPLICABLE LAWS AND REGULATIONS. FURTHERMORE, NO PROVISION IN THIS AGREEMENT IS INTENDED TO LIMIT CITY'S ABILITY TO ADJUST LANDING FEES OR IMPOSE OTHER FEES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.**
- E. THOSE PROVISIONS OF THIS SECTION THAT APPLY TO THE LESSEE SHALL ALSO APPLY TO ANY PARTY HOLDING BY, THROUGH, OR UNDER THE LESSEE.**

- F. **CITY ASSUMES NO RESPONSIBILITY FOR ANY PROPERTY PLACED IN OR ON THE LEASED PREMISES OR ANY PART THEREOF, AND CITY IS HEREBY EXPRESSLY RELEASED AND DISCHARGED FROM ANY AND ALL LIABILITY FOR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY THAT MAY BE SUSTAINED BY REASON OF THE OCCUPANCY OF THE LEASED PREMISES UNDER THIS AGREEMENT, UNLESS SAME IS CAUSED BY THE NEGLIGENCE OR WILLFUL ACT OF CITY, ITS OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.**

ARTICLE VII
CONDEMNATION

Section 7.01 Definitions.

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

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

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

Section 7.02 Notice of Condemnation.

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

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

Section 7.03 Rights of Parties During Condemnation Proceeding.

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

Section 7.04 Taking of Leasehold.

Upon a total taking, Lessee's obligation to pay rent and other charges hereunder together with Lessee's interest in the leasehold shall terminate on the Date of Taking. Upon a substantial taking, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the intended

taking, elect to treat the taking as a total taking. If Lessee does not so notify Lessor, the taking shall be deemed a partial taking. Upon a partial taking, this Agreement shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

Section 7.05 Total Taking.

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

Section 7.06 Partial Taking.

Upon a partial taking, all awards shall be disbursed as follows:

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

Section 7.07 Obligations of Lessee Under Partial Taking.

Promptly after any such partial taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor if its intention to that effect.

Section 7.08 Taking of Temporary Use of Premises and Improvements.

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

If any such taking is for a period extending beyond the expiration date of the term, the taking shall be treated under the foregoing provisions for total, substantial and partial takings.

ARTICLE VIII
ENCUMBRANCES

Section 8.01 Encumbrance.

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

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

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

Section 8.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 8.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one-hundred-twenty-day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

Section 8.03 Rights on Foreclosure.

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

ARTICLE IX
EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

Section 9.01 Expiration.

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

Section 9.02 Cancellation.

Subject to the provisions of Article VIII above, it shall be an event of default by Lessee under this Agreement and this Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Default in the performance of any of the covenants and conditions 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 thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

Failure of Lessor to declare this 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 of this Agreement.

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.

Section 9.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Agreement by notice or without canceling this Agreement, 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 Agreement, 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.

Section 9.04 Assignment and Transfer.

Lessee is not permitted to assign this Agreement; provided, that Lessee may assign this Agreement to another state agency or institution of The University of Texas System upon Lessor's prior written consent. The foregoing notwithstanding, any person or entity to which this Agreement is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

Section 9.05 Subleasing.

Lessee is not permitted to sublease all or any part of the Premises.

Section 9.06 Rights Upon Expiration.

At the expiration of this Agreement, Lessor shall be entitled to have the Premises returned to Lessor clear of all improvements constructed by Lessee, or on Lessee's behalf. Lessee shall have sixty (60) days after expiration of this Agreement in which to remove such improvements; provided that any occupancy by Lessee for the purposes of removal shall be subject to the rental due hereunder. If Lessee fails to so remove said improvements, Lessor may remove same at Lessee's expense. Lessor may, at its option, take title to the improvements in lieu of removal by or for Lessee.

Section 9.07 Lessor's Lien.

It is expressly agreed that in the event of default in the payment of rentals or any other sum due from Lessee to Lessor under the terms of this Agreement, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Agreement term, which lien shall not be in lieu of or in any way affect the statutory Lessor's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas, nor with any other applicable laws or the Constitution of the State of Texas. Lessor agrees that Lessor will not levy a Lessor's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first the necessary proper expense of removing, storing and selling such property, then to the payment of any rentals or other sums due or to become due under this Agreement, with the balance, if any, to be paid to Lessee.

ARTICLE X
GENERAL PROVISIONS

Section 10.01 Right of Flight.

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

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

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

Section 10.02 Time is of the Essence.

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

Section 10.03 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 Clerk
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: The University of Texas at El Paso
Vice President for Business Affairs – Suite 301
500 W. University
El Paso, Texas 79968
Attn: Susan Avena

COPIES TO: The University of Texas System
Real Estate Office 210 West 7th Street
Austin, Texas 78701
Attention: Executive Director of Real Estate

The University of Texas System
Office of General Counsel
210 West 7th Street Austin, Texas 78701
Attention: David Lein

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

Section 10.04 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 10.05 Agreement Made in Texas.

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

Section 10.06 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 10.07 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 D, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

Section 10.08 Affirmative Action.

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

Section 10.09 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 Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (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 instrument 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 listed acts and authorities appearing in 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 instrument 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]

Section 10.10 Cumulative Rights and Remedies.

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

Section 10.11 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 10.12 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 10.13 Paragraph Headings.

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

Section 10.14 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 will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 10.15 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 successors, assigns, legal representatives, heirs, executors and administrators.

Section 10.16 Taxes and Other Charges. The parties expect that the Premises shall be exempt from real and personal property taxes for the duration of the Term; however, if the applicable statutes are changed so as to make the Premises subject to any taxes, Lessee shall pay any and 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, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto.

If taxes are assessed and payable by Lessee, then, by March 1 of each year during the term of this Agreement, including any extensions or option periods granted thereto and no cost to Lessor, Lessee shall provide written proof satisfactory to the Director that all taxes and governmental charges of any kind have been paid in full.

Lessee further indemnifies the City from all tax liability including but not limited to ad valorem real property taxes and personal property taxes that may arise in relation to Lessee's activities in furtherance of this Agreement.

Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

Section 10.17 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL LESSEE’S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

Section 10.18 Survival of Certain Provisions.

All provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Sections 3.05 and 6.03.

Section 10.19 Authorization to Enter Agreement.

Each of Lessor and Lessee warrants to the other that it has full right and authority to enter into this Lease, and that each and every person signing on behalf of the representing party is authorized to do so. Upon request, each party will provide evidence satisfactory to the requesting party confirming these representations.

Section 10.20 Effective Date.

Regardless of the date signed, this Agreement shall be effective as of the date noted in Section 4.01 to this Agreement.

Section 10.21 State Agency Addendum.

Lessor acknowledges that Lessee is an agency of the State of Texas and does hereby agree that the terms and conditions set forth in EXHIBIT “C” attached hereto and incorporated herein by reference (the “State Agency Addendum”) shall, notwithstanding anything in this Agreement to the contrary, govern the terms and conditions of this Agreement. The State Law Addendum amends and modifies this Agreement and Lessor and Lessee expressly agree that so long as Lessee or another agency of the State of Texas is a lessee under this Agreement, the provisions of the State Law Addendum shall control to the extent of any conflict between the provisions of the State Law Addendum and the remainder of the Agreement.

Section 10.22 Complete Agreement.

This agreement, together with the attachment(s) attached hereto, constitutes the entire agreement among the parties relating to the terms and conditions of the agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this agreement confers not rights on any person or business entity that is not a party hereto. This agreement shall not be construed against or unfavorably to any part because of such party’s involvement in the preparation or drafting of this agreement.

[Signatures begin on the following page]

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ___ day of _____, 202__.

LESSOR: CITY OF EL PASO:

Samuel Rodriguez, P.E.
Director of Aviation

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney

APPROVED AS TO CONTENT:



Shane Brooks
Aviation Development Assistant Director

LESSOR'S ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____ 20____, by Samuel Rodriguez, P.E. as the **Director of Aviation** for the **City of El Paso, Texas (Lessor)**.

My Commission Expires: _____
Notary Public, State of Texas

(Signatures continue on the following page)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM, for the use and benefit of THE UNIVERSITY OF TEXAS AT EL PASO

By: 
Name: Mark McGurk
Title: Vice President for Business Affairs

LESSEE'S ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 1 day of November, 2023, by Mark McGurk, as Vice President for Business Affairs of the Board of Regents of the University of Texas System, for the use and benefit of The University of Texas at El Paso, as the act and deed thereof.


Notary Public

My Commission Expires: 7/18/2026

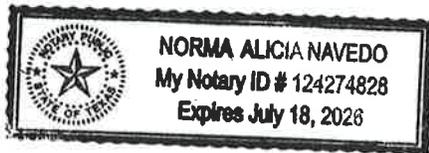


EXHIBIT "A"

THE PREMISES

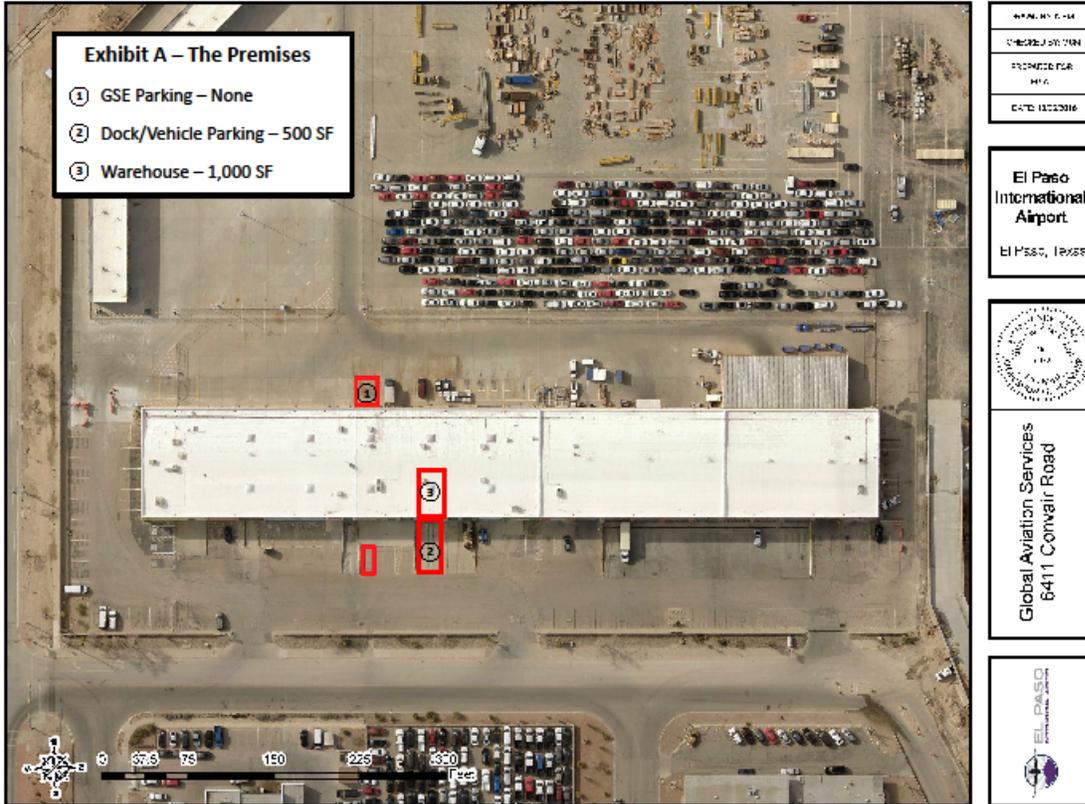


EXHIBIT "B"

WAREHOUSE AND PARKING SPACES

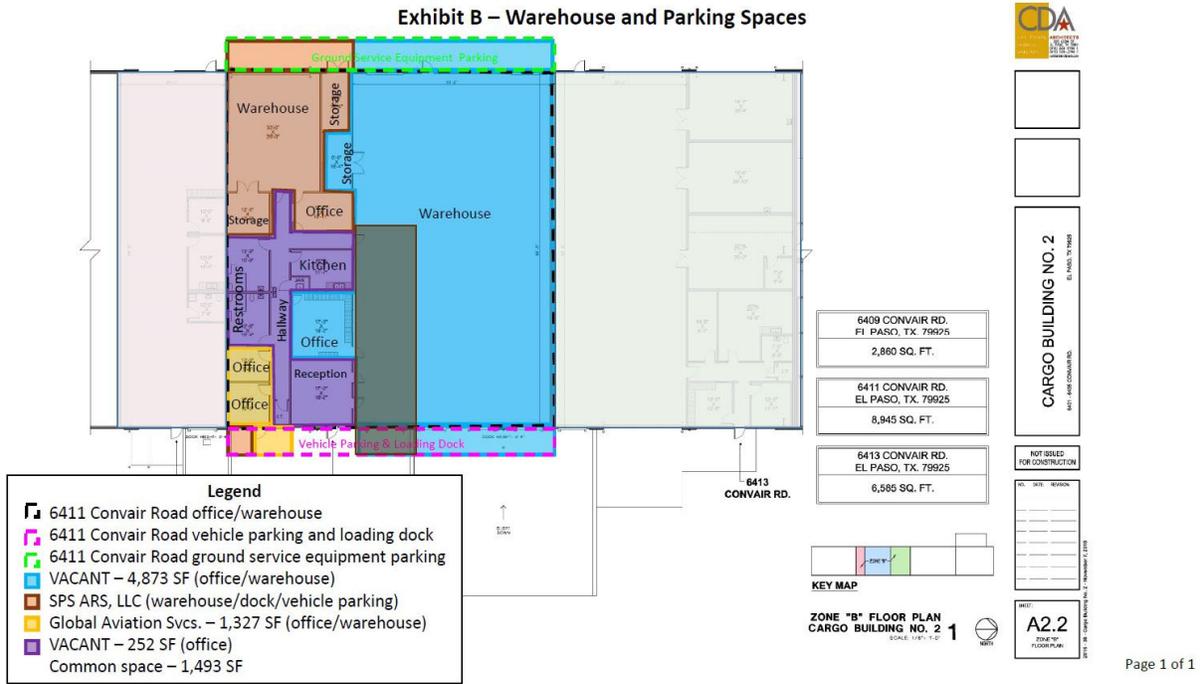


EXHIBIT "C"

STATE AGENCY ADDENDUM

**THE PROVISIONS OF THIS STATE AGENCY ADDENDUM MAY NOT BE ALTERED
BY AGREEMENT OF THE PARTIES**

This STATE AGENCY ADDENDUM ("*State Agency Addendum*") is attached to and made a part for all purposes of the agreement to which it is attached titled "_____ " by and between the Board of Regents of The University of Texas System, for the use and benefit of The University of Texas _____ (the "*BOR*") and _____ "*Owner*" (as amended from time to time, "*Agreement*").

This State Agency Addendum amends and modifies the Agreement and the parties expressly agree that so long as BOR or another agency of the State of Texas is a party to the Agreement, the provisions of this State Agency Addendum shall control to the extent of any conflict between the provisions of this State Agency Addendum and the remainder of the Agreement. This State Agency Addendum also amends and modifies any agreement, certification, confirmation, and other documentation signed, approved or provided by BOR in connection with the Agreement or the transactions contemplated therein, including but not limited to any estoppel certificates, subordination and/or non-disturbance agreements (collectively, "*Ancillary Agreements*"), and the parties expressly agree that so long as BOR or another agency of the State of Texas is a party to any Ancillary Agreement, the provisions of this State Agency Addendum shall control to the extent of any conflict between the provisions of this State Agency Addendum and such Ancillary Agreement.

1. Prohibition on Violation of State Agency and Constitution by BOR. OWNER AND BOR HEREBY AGREE THAT BOR SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR REFRAIN FROM PERFORMING ANY ACT UNDER THIS AGREEMENT OR ANY ANCILLARY AGREEMENT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS.

2. Waivers and Releases. Pursuant to Article III, Sections 49, 50, 51, 55 and the other applicable provisions of the Texas Constitution, no provision of this Agreement and the Ancillary Agreements providing for (i) BOR's waiver, release or exculpation of Owner and/or Owner's officers, employees, principals and agents for claims, liabilities and damages of any kind or nature arising from the negligent or willful acts or omissions of said persons, whether jointly or severally; or (ii) limitations on the remedies or recourse of BOR against Owner and/or Owner's officers, employees, principals and agents, whether jointly or severally, for claims, liabilities and damages of any kind or nature, shall be of force and effect, except as otherwise expressly provided by statute. Without limitation of the foregoing, any waiver of subrogation rights by BOR under the Agreement, any Ancillary Agreement, or under any policy of insurance provided by or on behalf of Owner with respect to the Agreement or any Ancillary Agreement shall be effective only to the extent authorized by applicable law.

3. Indemnities. Pursuant to Article III, Sections 49, 50, 51, 55 and the other applicable provisions of the Texas Constitution, no provision of this Agreement and the Ancillary Agreements providing that BOR will reimburse, indemnify or hold harmless Owner or any other party for any liability, claim or damages that are not caused by the negligence or willful misconduct of BOR shall be of force and effect. Notwithstanding any provision in this Agreement or any Ancillary Agreement stating that BOR will indemnify or hold harmless Owner or any other party, BOR shall be obligated to indemnify and hold harmless only to the extent authorized by applicable law.

4. Courts, Jury Trial and Waiver. Except as otherwise expressly provided by statute, no provision of this Agreement and the Ancillary Agreements shall constitute, nor is it intended to constitute, a waiver of BOR's or the State of Texas' exemptions, privileges, and immunities provided by or allowed under the Constitution of the State of Texas or any other applicable laws, including without limitation (i) sovereign immunity to suit; (ii) sovereign immunity against the recovery of money damages; or (iii) right to a jury trial for any issue arising under the Agreement or any Ancillary Agreement. Except as otherwise expressly provided by statute, no provision of this Agreement and Ancillary Agreements providing that BOR consents to the jurisdiction of any court shall be binding against BOR.

5. Attorney Fees. No provision of this Agreement and the Ancillary Agreements requiring BOR to pay court costs, costs of suit, or attorney fees incurred by Owner or any other person in enforcing or interpreting the terms of this Agreement or any Ancillary Agreement shall be of force and effect, except as otherwise expressly provided by

statute.

6. **Arbitration.** Pursuant to Texas Government Code §2009.005(c), no provision of the Agreement and the Ancillary Agreements providing for the arbitration of disputes concerning the Agreement or any Ancillary Agreement by the parties shall be of force and effect.

7. **State Property.** No provision of the Agreement and the Ancillary Agreements purporting to grant to Owner (i) a security interest or lien against the real or personal property of the BOR or any other state agency; or (ii) a contractual right or power of attorney to take control over or otherwise handle or dispose of the property of BOR or any other state agency, shall be of force and effect.

8. **Insurance.** Owner acknowledges that BOR is an agency of the State of Texas and has only such authority as is granted to BOR by State Agency or as may be reasonably implied from such law, and that any obligation of BOR under this Agreement or any Ancillary Agreement to obtain insurance is expressly made subject to the BOR's authority under State Agency to obtain such insurance. Owner further agrees that BOR shall have the right, at its option, to (a) obtain liability insurance protecting BOR and its employees and property insurance protecting BOR's interests in real property and the contents located in such real property, to the extent authorized by Section 51.966 of the *Texas Education Code* or other law; or (b) self-insure against any risk that may be incurred by BOR as a result of its operations under this Agreement or any Ancillary Agreement.

9. **Funding Contingency.** The Agreement and the Ancillary Agreements are made contingent upon the continuation of the availability of funds designated or appropriated to pay for the Agreement and the Ancillary Agreements. In the event the funds become unavailable, BOR shall have the right to terminate the Agreement and the Ancillary Agreements upon 30 days prior written notice to Owner.

10. **Texas State Auditor's Office.** Owner acknowledges and stipulates that, notwithstanding anything to the contrary set forth in this Agreement and the Ancillary Agreements, the Texas State Auditor's Office (collectively, with any successor agency thereto, the "*State Auditor*") is authorized under applicable Texas law (including, without limitation, Texas Education Code Sections 51.9335(c), 73.115(c) and 74.008(c)), in each case, as may be amended from time to time, to conduct an audit or investigation in connection with any of the funds or payments received and accepted by Owner from BOR pursuant to this Agreement or any Ancillary Agreement. Owner agrees to cooperate with the State Auditor in the conduct of any such audit or investigation, including, without limitation, providing the State Auditor with all records requested as may be required under applicable Texas law. All costs and expenses of any such audit or investigation by the State Auditor shall be BOR's sole responsibility, except and unless such audit and investigation determines that the amounts paid by BOR for the applicable period which are the subject of such audit or investigation were in excess of the amounts properly payable under this Agreement or any Ancillary Agreement, in which event Owner will pay to BOR the amount determined to be in excess of the correct amount. In addition, if the excess amounts are greater than five percent (5.0%) than the amounts properly payable under this Agreement or any Ancillary Agreement, Owner shall reimburse BOR for the actual and reasonable cost of such audit by the State Auditor.

11. **Public Information Act.** Any obligation of BOR under the Agreement or any Ancillary Agreement to (i) keep the terms and provisions of the Agreement or such Ancillary Agreements confidential; and/or (ii) not disclose the financial terms of this Agreement or such Ancillary Agreement, shall be binding on BOR only to the extent permitted by law, including without limitation Chapter 552 of the Texas Government Code (commonly known as the Texas Public Information Act) or any successor law or other similar statutory provisions. Owner shall perform any obligations required by Owner under the Texas Public Information Act.

12. **Accessibility Inspection.** Texas Government Code §469.106(c) and §2167.006(b) provide that before the premises subject of the Agreement may be occupied in whole or in part by BOR, an on-site inspection of the Building and the Premises must be performed by (i) the Texas Department of Licensing and Regulation ("*TDLR*"), (ii) an entity who has contracted with the Texas Commission of Licensing and Regulation ("*TCLR*") pursuant to Texas Government Code §469.055, or (iii) a person who holds a certificate of registration issued pursuant to Texas Government Code §469.201, to ensure compliance with the accessibility standards and specifications adopted by TCLR (Title 16, Texas Administrative Code, Chapter 68) under authority of Texas Government Code Chapter 469. The provisions of this Section shall apply to any additional or new premises that may be occupied or used by BOR

after the effective date of the Agreement.

(a) **Repair.** The term "**Inspector**" as used in this paragraph means any one or more of the following: The TDLR, any contracted entity, or any certificated person described above in this paragraph as authorized to perform on-site inspections. If the Inspector finds any condition in the Premises or the Building not in compliance with TDLR accessibility standards and specifications (conditions as to which the TDLR has waived compliance pursuant to a variance or other written departmental action shall be deemed to be in compliance), Owner may, but is not obligated, to correct such noncompliance, but if Owner shall not have corrected such noncompliance by the date that is sixty (60) days after the report of the Inspector shall have been delivered to Owner or such later date as may be established by the TDLR for correction of such non-complying conditions (such period being the "**Cure Period**"), then pursuant to Texas Government Code Chapter 469, BOR must terminate this Agreement upon written notice to Owner given within thirty (30) days after the expiration of the Cure Period and prior to correction of such noncompliance by Owner, time being of the essence. If this Agreement is cancelled by BOR pursuant to the provisions of this Section, the cancellation shall be effective upon written notice to Owner, and BOR shall be automatically released of all claims of Owner for rent or use fees or for damages or liability arising from the termination.

(b) **Cooperation.** Owner and BOR shall provide to TDLR and the Inspector all necessary cooperation and information concerning inspection of the Building and the Premises and any corrective action required. BOR shall pay any fees charged by TDLR for inspection of the Building under Texas Government Code Chapter 469, as amended from time to time.

13. HIPAA and FERPA. In the event that in its use of the Premises for the permitted use under the Agreement, the BOR stores or maintains (a) "protected health information" ("**PHI**"), as that term is defined by 45 CFR § 160.103 and all amendment thereto, and/or (b) student information ("**FERPA Information**") that is subject to the Family Educational Rights and Privacy Act (20 U.S.C § 1232g) and all amendments thereto, including but not limited to "treatment records", as that term is defined by 34 CFR § 99.3 and all amendment thereto, in the Premises, the parties agree that nothing in the Agreement and any Ancillary Agreement gives Owner or Owner's employees and agents any right to access, use or disclose PHI and/or FERPA Information and that Owner and its employees and agents shall never need or seek access to, or the use of, any PHI and/or FERPA Information of the BOR. However, in the event PHI and/or FERPA Information is accessed (whether inadvertently or otherwise) by Owner or its employees or agents, the party discovering such disclosure shall promptly notify the other party and Owner agrees to promptly return any such information if such information has come into Owner's possession and promptly take commercially reasonable measures to prevent any subsequent dissemination by Owner or Owner's employees or agents of such PHI and/or FERPA Information to third parties. The parties agree that the provisions of this Section do not create, and are not intended to create, a "business associate" relationship between the parties as that term is defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the "**Privacy Standards**"). The parties agree that the provisions in this Section do not create, and are not intended to create a "school official" relationship between the parties as that term is defined by 34 CFR § 99.31.

The parties further agree that in the event that Owner or its employees or agents have a lawful right to enter into the Premises without the permission and/or knowledge of the BOR, Owner shall have no right to access PHI and/or FERPA Information or deprive the BOR of access to such PHI and/or FERPA Information, provided that the BOR shall take reasonable efforts to safeguard PHI and/or FERPA Information confidentially and securely so as to prevent Owner or its employees or agents from inadvertently coming into contact with PHI and/or FERPA Information on the Premises. This Section 13 shall be interpreted to ensure that, in the event the BOR is required to comply with the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("**HIPAA**"), FERPA, and all other state and federal privacy laws, that the BOR is compliant, to the extent possible. To the extent that any other provision of the Agreement or any Ancillary Agreement can be read to provide Owner with any right to access PHI and/or FERPA Information, this Section 13 shall govern.

14. Clery Act Responsibilities. The Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, 20 U.S.C. §1092(f) (as amended from time to time, the "**Clery Act**") imposes a legal duty on The University of Texas _____ (the "**University**") to disclose to its campus community and to the U.S. Department of Education timely and annual information about certain incidents and crimes that occur on its campus and at certain off-campus, non-campus, and public property locations. Owner agrees to assist the University in

fulfilling these reporting duties and in complying with the Clery Act and any regulations promulgated pursuant to the Clery Act. Owner will report this information to the University by notice given in accordance with the terms of this Agreement as soon as practical after Owner learns of this information.

15. Goods and Services. Owner is advised that pursuant to Texas Education Code 51.9335, in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to: (i) whether the provision appears on the face of the contract; or (ii) whether the contract includes any provision to the contrary.

16. State Requirements Concerning the Disclosure of Interested Parties in a State Contract. Pursuant to Texas Government Code § 2252.908 and Chapter 46 of the rules of the Texas Ethics Commission, a state agency such as the Board of Regents of The University of Texas System may not enter into certain statutorily defined contracts with a business entity unless the business entity, in accordance with said statute and administrative rules, fills out and electronically files Texas Ethics Commission Form 1295 entitled “Certificate of Interested Parties” with the Texas Ethics Commission at its website (“**Form 1295**”). The Form 1295 generated by the Commission’s electronic filing application must be printed, signed by an authorized agent of the contracting business entity, and submitted (either electronically or by hard copy) to the state agency that is the party to the contract for which the form is being filed. The state agency will then electronically acknowledge its receipt of the signed Form 1295 with the Texas Ethics Commission not later than the 30th day after the state agency receives the signed Form 1295. Accordingly, if the Agreement or any Ancillary Agreement has a total cost or value of \$1,000,000 or more or must be approved by the Board of Regents of The University of Texas System, Owner must comply with the statutory requirements before the Board of Regents of The University of Texas System may execute and enter into the Agreement or such Ancillary Agreement.

17. Other State Agency Requirements.

(a) Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Owner certifies Owner is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Owner acknowledges the Agreement and Ancillary Agreements may be terminated and payment withheld if this certification is inaccurate.

(b) Certification Regarding COVID-19 Vaccination. Pursuant to Section 161.0085, Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Owner certifies that it does not require its customers to provide any documentation certifying such individual’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Owner’s business. Owner acknowledges this Agreement and Ancillary Agreements may be terminated and payment withheld if this certification is inaccurate.

[Add (c) if Owner or counterparty is a professional sports team as defined in Chapter 2274, Texas Government Code]

(c) Agreements with Professional Sports Teams. Pursuant to Chapter 2274, Texas Government Code (enacted by SB 4, 87th Texas Legislature, Regular Session (2021)), Owner verifies that it will play the United States national anthem at the beginning of each Owner’s sporting event held at Owner’s home venue or other facility controlled by Owner for the event. Owner acknowledges that failure to comply with the foregoing verification (i) constitutes a default by Owner under the Agreement; (ii) immediately subjects Owner to any remedies the Agreement authorizes for default; and (iii) may subject Owner to debarment from contracting with the State of Texas.

18. Amendment. THE PROVISIONS OF THIS STATE AGENCY ADDENDUM MAY BE AMENDED BY AGREEMENT OF THE PARTIES ONLY WITH THE WRITTEN APPROVAL OF THE OFFICE OF GENERAL COUNSEL OF THE UNIVERSITY OF TEXAS SYSTEM.

Exhibit "D"
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

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

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

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

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

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

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

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

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

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

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

2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

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



Department of Aviation

MAYOR
Oscar Leeser

To: City Council

From: Sam Rodriguez, Aviation Director *SR*

CITY COUNCIL

Subject: Air Cargo Building Lease Agreement, by and between the City of El Paso, Texas, ("Lessor"), and The University of Texas at El Paso ("UTEP") (Lessee)

District 1
Brian Kennedy

Date: November 21, 2023

District 2
Alexsandra Anello

District 3
Cassandra Hernandez

The Department of Aviation is requesting your approval to sign an Air Cargo Building Lease Agreement, by and between the City of El Paso, Texas, ("Lessor"), and The University of Texas at El Paso ("UTEP") (Lessee), for warehouse space, loading dock, and the use of a portion of the parking area and roadway at Air Cargo Building No. 2 at 6411 Convair Road, City of El Paso County, Texas.

District 4
Joe Molinar

District 5
Isabel Salcido

UTEP is a current tenant at the El Paso International Airport occupying warehouse space at 6411 Convair Road, Air Cargo Building #2., and has been in holdover status as of May 16, 2023.

District 6
Art Fierro

The new lease term is twelve months on a month to month basis with termination by either party with a 45-day notice.

District 7
Henry Rivera

The square footage and rates are:

District 8
Chris Canales

- 1, 000 Sq. ft. of Office and Warehouse Space at \$7.00/Sq. ft./annum = \$7,000.00/yr
- 200 Sq. ft. representing Lessee’s share of the Interior Common Area at \$7.00/Sq. ft./annum = \$1,400/yr.
- 500 Sq. ft. of Vehicle Parking and Loading Dock Space at \$0.726/Sq. ft./annum = \$363.00/yr.
- 1,200 Sq. ft. of electricity/telecommunications surcharge at \$1.50/Sq. ft./annum = \$1,200.00/yr.

INTERIM CITY MANAGER
Cary Westin

This is a revenue-generating item that will generate approximately \$9,963.00 annually or \$830.25 per month .



Sam Rodriguez, PE, CM, cfm, cnu-a
Aviation Director

El Paso International Airport | 6701 Convair Road | El Paso, TX 79925
O: (915) 212-0330 | FlyEIPaso.com





Legislation Text

File #: 23-1526, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

Airport, 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 Air Cargo Building Lease Agreement between the City of El Paso ("Lessor") and Blue Origin, LLC, a Washington limited liability company ("Lessee"), for office and warehouse space, storage space, loading dock, and vehicle parking space located at the Air Cargo Center, 301 George Perry Blvd., Suites A and B, El Paso, Texas (the "Lease"); 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 Lease, including the related broker agreement between the City of El Paso and CBRE, Inc. and Kidder Matthews, Inc., provided that there is no modification to rental due under the Lease or the term of the Lease, or any modification to the broker's agreement.

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

DEPARTMENT: Aviation

AGENDA DATE: November 21, 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 be authorized to sign an Air Cargo Building Lease Agreement between the City of El Paso ("Lessor") and Blue Origin, LLC, a Washington limited liability company ("Lessee"), for office and warehouse space, storage space, loading dock, and vehicle parking space located at Air Cargo Center, 301 George Perry Blvd., Suites A and B, El Paso, Texas (the "Lease"); 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 Lease, including the related broker agreement between the City of El Paso and CBRE, Inc. and Kidder Matthews, Inc., provided that there is no modification to rental due under the Lease or the term of the Lease, or any modification to the broker's agreement.

BACKGROUND / DISCUSSION:

Tenant is seeking to lease 44,735.5 square feet of space at the El Paso International Airport's Air Cargo Facility located at 301 George Perry Blvd. Suite A and B. The term of the lease is for 120 calendar months with two (2) options to extend the lease for five (5) years each option.

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 OF THE CITY OF EL PASO:

That the City Manager or designee be authorized to sign an Air Cargo Building Lease Agreement between the City of El Paso (“Lessor”) and Blue Origin, LLC, a Washington limited liability company (“Lessee”), for office and warehouse space, storage space, loading dock, and vehicle parking space located at Air Cargo Center, 301 George Perry Blvd., Suites A and B, El Paso, Texas (the “Lease”); 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 Lease, including the related broker agreement between the City of El Paso and CBRE, Inc. and Kidder Matthews, Inc., provided that there is no modification to rental due under the Lease or the term of the Lease, or any modification to the broker’s 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

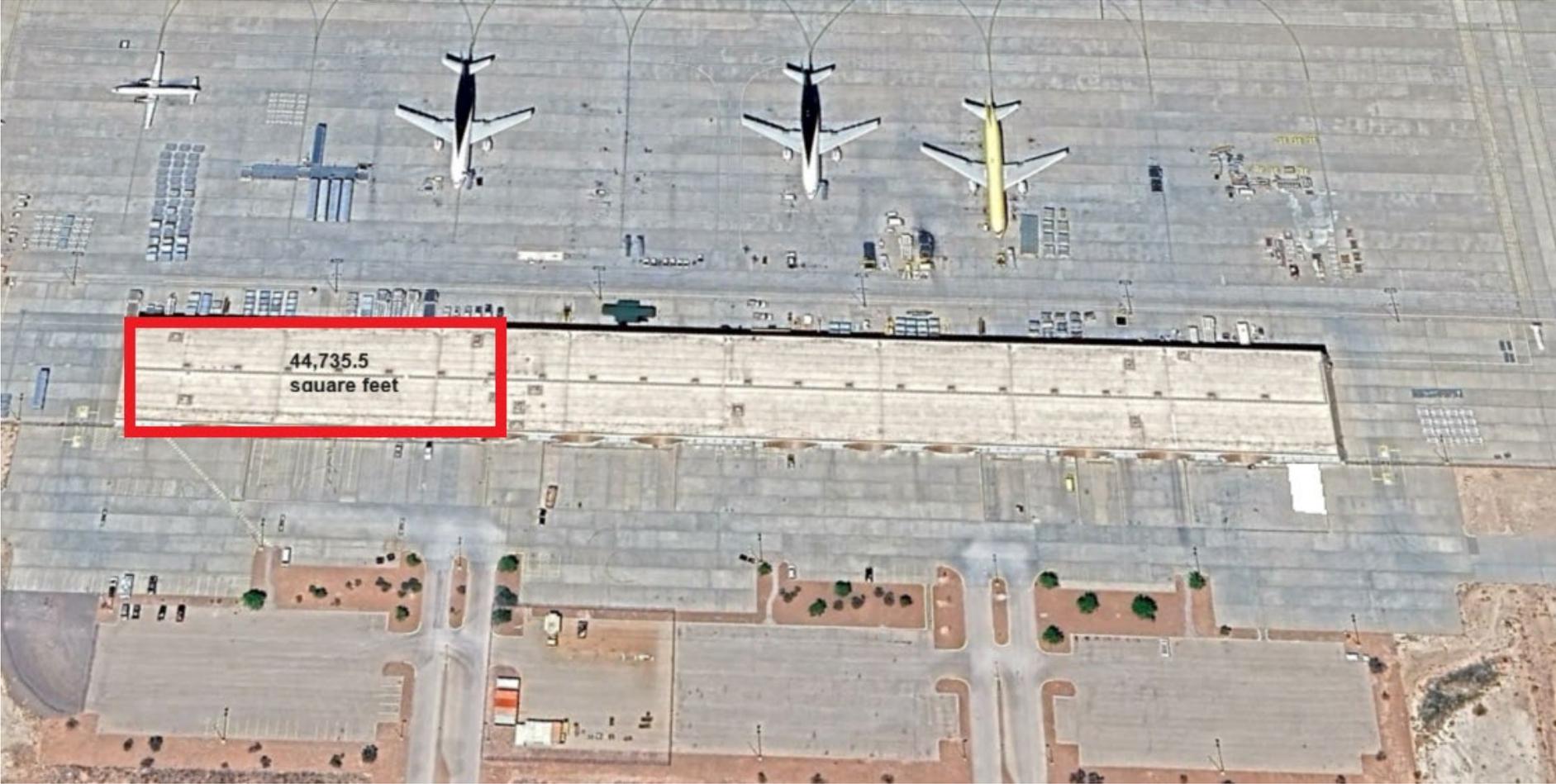


CITY OF EL PASO

Airport Air Cargo Facility Lease Agreement

November 7, 2023

Leased Premises



Lease Terms

Lease Summary

- Location: Airport Air Cargo Center
- Size: 44,735.5
- Lease Term: 10 years with two 5 year options

MISSION



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

VISION



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



VALUES

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1508, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1, 2, 3, 4, 6, 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: November 21, 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, 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
November 21, 2023

Address	Owner of Record	Amount	District
5029 JARDINES PL	EMPIRE HOMES REAL ESTATE	\$517.75	1
5621 DAILEY AVE	HERNANDEZ MARIA	\$380.00	2
5906 TAMPA AVE	ESPARZA JACOB G	\$429.00	2
PID #C232-999-0060-7900	HACKETT PROPERTIES LLC & EST OF A B ROLAND	\$1,126.00	2
199 EDITH DR	RIVAS ABRAHAM & MARIA D S	\$614.00	3
3428 MC LEAN ST	ARIAS ALEJANDRO & BARRON JOSE C	\$423.50	3
10424 BYWOOD DR	GOSS ORPHA M	\$493.00	3
10733 HAVENROCK DR	ROSALES LUIS	\$612.00	3
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$505.00	4
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$383.00	4
5908 BOBWHITE AVE	GALAVIZ RICHARD I	\$915.00	4
11301 MENLO AVE	GONZALEZ-RIVERA LORENZO & 1	\$413.00	6
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES	\$329.00	8
PID #S979-999-0210-5700	GOMEZ CESAR	\$409.50	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EMPIRE HOMES REAL ESTATE, 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:

5029 Jardines Pl, more particularly described as Lot 14 (16623.20 Sq Ft), Block 2, Jardines Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #J188-999-0020-1400

to be \$517.75, 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 9th day of December, 2021, 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 SEVENTEEN AND 75/100 DOLLARS (\$517.75) 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 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, HERNANDEZ 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:

5621 Dailey Ave, more particularly described as Lota 6 & 7 & E
1 Ft Of 8 (6120 Sq Ft), Block 8, Brentwood Heights Subdivision,
City of El Paso, El Paso County, Texas, PID
#B724-999-0080-1600

to be \$380.00, 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 December, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY AND 00/100 DOLLARS (\$380.00) 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, ESPARZA JACOB G, 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:

5906 Tampa Ave, more particularly described as Lots 1 & 2, Block A, Deal Subdivision, City of El Paso, El Paso County, Texas, PID #D317-999-000A-0100

to be \$429.00, 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 December, 2021, 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 NINE AND 00/100 DOLLARS** (\$429.00) 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, HACKETT PROPERTIES LLC & EST OF A B ROLAND, 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:

E Pt Of 8 (17.5702 Ac), Block 6, Castner Range Subdivision, City
of El Paso, El Paso County, Texas, PID #C232-999-0060-7900

to be \$1126.00, 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 24th day of November, 2021, 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 TWENTY SIX AND 00/100 DOLLARS (\$1126.00) 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, RIVAS ABRAHAM & MARIA D S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

199 Edith Dr, more particularly described as Lot 20 (7500 Sq FT),
Block 10, Millers Lakeside Subdivision, City of El Paso, El Paso
County, Texas, PID #M452-999-0100-3900

to be \$614.00, 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 August, 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 SIX HUNDRED FOURTEEN AND 00/100 DOLLARS (\$614.00) 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 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, ARIAS ALEJANDRO & BARRON JOSE 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:

3428 Mc Lean St, more particularly described as Lot 6 (8112 Sq Ft),
Block 81, Pebble Hills #9 Subdivision, City of El Paso, El Paso
County, Texas, PID #P654-999-0810-1100

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 13th day of December, 2021, 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:

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, GOSS ORPHAM, 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:

10424 Bywood Dr, more particularly described as Lot 6 (11590 Sq Ft), Block 14, Parkwood Replat Subdivision, City of El Paso, El Paso County, Texas, PID #P481-999-0140-1100

to be \$493.00, 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 December, 2021, 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 THREE AND 00/100 DOLLARS (\$493.00) 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, ROSALES LUIS, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

10733 Havenrock Dr, more particularly described as Lot 28 Exc
Wly Tria (5.26 Ft On N 110.15 Ft On E 110.44 Ft On W (8794.50
Sq Ft), Block 34, Pebble Hills #4 Subdivision, City of El Paso, El
Paso County, Texas, PID #P654-999-0340-5500

to be \$612.00, 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 December, 2021, 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 TWELVE AND 00/100 DOLLARS (\$612.00) 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 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, 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 Lot 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 \$505.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 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 FIVE HUNDRED FIVE AND 00/100 DOLLARS (\$505.00) 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, 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 Lot 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 \$383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of November, 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 EIGHTY THREE AND 00/100 DOLLARS** (\$383.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, GALAVIZ RICHARD 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:

5908 Bobwhite Ave, more particularly described as Lot 28 (6317 Sq Ft), Block 2, North Tobin Park Subdivision, City of El Paso, El Paso County, Texas, PID #N471-999-0020-5500

to be \$915.00, 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 17th day of November, 2021, 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 FIFTEEN AND 00/100 DOLLARS (\$915.00) 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, GONZALEZ-RIVERA LORENZO & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

11301 Menlo Ave, more particularly described as Lot 30 (Exc W 15 Ft) (8746.85 Sq Ft), Block 8, Kimberly Heights Subdivision, City of El Paso, El Paso County, Texas, PID #K383-999-0080-3000

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 7th day of December, 2021, 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:

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, NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES, 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:

2909 Cypress Ave, more particularly described as Lot 5 (3500 Sq Ft), Block P-1, Garden Subdivision, City of El Paso, El Paso County, Texas, PID #G126-999-0020-1700

to be \$329.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of March, 2021, 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 NINE AND 00/100 DOLLARS (\$329.00) 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
Leslie B. Jean-Pierre
Assistant City Attorney

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 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, GOMEZ CESAR, 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:

W 60 Ft Of 13 To 17, Block 21, Sunset Heights Subdivision, City
of El Paso, El Paso County, Texas, PID #S979-999-0210-5700

to be \$409.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of December, 2021, 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 NINE AND 50/100 DOLLARS (\$409.50) 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:

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

ATTACHMENT A
SOLID WASTE LIENS
November 21, 2023

Address	Owner of Record	Amount	District
5029 JARDINES PL	EMPIRE HOMES REAL ESTATE	\$517.75	1
5621 DAILEY AVE	HERNANDEZ MARIA	\$380.00	2
5906 TAMPA AVE	ESPARZA JACOB G	\$429.00	2
PID #C232-999-0060-7900	HACKETT PROPERTIES LLC & EST OF A B ROLAND	\$1,126.00	2
199 EDITH DR	RIVAS ABRAHAM & MARIA D S	\$614.00	3
3428 MC LEAN ST	ARIAS ALEJANDRO & BARRON JOSE C	\$423.50	3
10424 BYWOOD DR	GOSS ORPHA M	\$493.00	3
10733 HAVENROCK DR	ROSALES LUIS	\$612.00	3
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$505.00	4
5201 PRINCE EDWARD AVE	MORRIS OLIN BRIAN	\$383.00	4
5908 BOBWHITE AVE	GALAVIZ RICHARD I	\$915.00	4
11301 MENLO AVE	GONZALEZ-RIVERA LORENZO & 1	\$413.00	6
2909 CYPRESS AVE	NAVA ROBERT & MANUELA D C/O ROSE STERLING JONES	\$329.00	8
PID #S979-999-0210-5700	GOMEZ CESAR	\$409.50	8



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1551, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Edmundo Rodriguez to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.



Board Appointment Form

Submitted On:

Nov 15, 2023, 10:47AM MST

City Clerk

Appointing Office	Representative Chris Canales, District 8
Agenda Placement	Regular
Date of Council Meeting	Tuesday, November 21, 2023
Name of Board	City Accessibility Advisory Committee
Agenda Posting Language	Re-Appointment of Edmundo Rodriguez to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Mr. Rodriguez has been an active member of his community, including current soccer president of the Miracle League of El Paso, and the previous appointee for the City Accessibility Advisory Committee.
Nominee Name	Edmundo Rodriguez Jr.
Nominee Date of Birth	Month: 12 Day: 30 Year: 1961
Nominee Email Address	entertainment24@yahoo.com
Nominee Residential Address	2928 Cypress Ave, El Paso, TX 79905
Nominee Primary Phone Number	915-329-0826
Which District does the nominee reside in?	District 8
Does the appointee have a relative working for the City?	N/A
Has the appointee been a member of any other city boards?	City Accessibility Advisory Committee Empowerment Zone Advisory Board
List all real estate owned in El Paso County	105 Anita Cir, El Paso, TX 79905
Previous Appointee	Edmundo Rodriguez Jr.
Reason for Vacancy	Term Expired
Date of Appointment	November 21, 2023
Term Begins On	October 04, 2023
Term Expires On	October 03, 2025
Term	2nd Term
Upload File(s)	Edmundo Rodriguez - Resume.pdf

REVISED
11:09 am, Nov 16, 2023



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1549, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Joe Molinar, (915) 212-0004

AGENDA LANGUAGE:

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

Isaac H. Harder to the Historic Landmark Commission by Representative Joe Molinar, District 4.



Board Appointment Form

Submitted On:

Nov 15, 2023, 10:26AM MST

City Clerk

Appointing Office	Representative Joe Molinar, District 4
Agenda Placement	Consent
Date of Council Meeting	Tuesday, November 21, 2023
Name of Board	Historic Landmark Commission
Agenda Posting Language	Appointment of Isaac H. Harder to the Historic Landmark Commission by Representative Joe Molinar, District 4.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Isaac H. Harder has an MS and BS in Civil Engineer from New Mexico State University.
Nominee Name	Isaac H. Harder
Nominee Date of Birth	[REDACTED]
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Which District does the nominee reside in?	District 2
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	[REDACTED]
Previous Appointee	Edmund Castle
Reason for Vacancy	Term Expired
Date of Appointment	November 21, 2023
Term Begins On	November 21, 2023
Term Expires On	November 20, 2025
Term	1st Term
Upload File(s)	Resume Isaac Harder 2023.pdf



ISAAC H. HARDER, PE



Isaac has been in the construction industry for more than a decade; he started as a general construction worker in college and has worked his way up to a structural engineer licensed in several states. He has designed and evaluated some of the most interesting projects to take place in in the region including a two-story high school gym, a five-story parking garage with convention center and a 300,000 square foot tilt up concrete school. Harder Structural Engineering has completed more than 350 projects and utilizes a set of Revit drafting standards developed in house.

Mr. Harder has an MS and BS in Civil Engineer from New Mexico State University and is licensed in several states including Texas and New Mexico. He is currently serving as the President of the Structural Engineering Association of Texas (SEAoT) El Paso Chapter.

ENGINEERING EXPERIENCE

JANUARY 2021 - PRESENT

PRINCIPAL, HARDER STRUCTURAL ENGINEERING

Actively work with the design teams to find the most cost-effective solutions based on current building trends and material pricing. It is our goal to see projects completed that are safe and economical.

Harder Structural Engineering is exclusively located in the heart of downtown El Paso, in a beautifully renovated historic building designed by Trost and Trost.

Select Projects:

- EPCC Cooling Tower Replacement – Transmountain Campus, El Paso, TX
- Arteries and Veins ASC – Two Story, 30,000 sqft, El Paso, TX
- Vemac Corporate Office Elevator Addition, El Paso, TX
- New AVID Hotel, Four Story, El Paso, TX
- De Soto Hotel Fire Investigation and Repairs, El Paso, TX
- Fire Station Upgrades for El Paso Fire Department (Station 3, 21, 24, 17), El Paso, TX
- Texas Tech University Health Sciences, Kitchen Equipment Supports, El Paso, TX
- Pat O'Rourke Center Repairs and Upgrades, El Paso, TX
- YISD Pasodale Elementary Entrance Canopy, new façade, and modifications to existing buildings, El Paso, TX

JULY 2017 – JANUARY 2021

ARCHITECTURAL DIVISION MANAGER, STUBBS ENGINEERING, INC.

Oversaw \$3.2MM+ in approved contracts over two years for the design team primarily focused on architectural, commercial, industrial, utility, civil, forensic, and residential clientele.

Managed structural design teams of up to eight engineers and drafting technicians for high profile projects of up to \$55MM for architectural clientele.

Simultaneously managed dozens of projects in different phases and assisted in resource planning for these projects to ensure client expectations were met or exceeded.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1553, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Heidi Avedician to the Zoning Board of Adjustment by Representative Cassandra Hernandez, District 3, as a regular appointment.



Board Appointment Form

Submitted On:

Nov 15, 2023, 11:51AM MST

City Clerk

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Consent
Date of Council Meeting	Tuesday, November 21, 2023
Name of Board	Zoning Board of Adjustment
Agenda Posting Language	Appointment of Heidi Avedician to the Zoning Board of Adjustment by Representative Cassandra Hernandez, District 3, as a regular appointment.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	El Paso City resident.
Nominee Name	Heidi Avedician
Nominee Date of Birth	[REDACTED]
Nominee Email Address	[REDACTED]
Nominee Residential Address	[REDACTED]
Nominee Primary Phone Number	[REDACTED]
Which District does the nominee reside in?	District 1
Does the appointee have a relative working for the City?	No
Has the appointee been a member of any other city boards?	No
List all real estate owned in El Paso County	[REDACTED]
Previous Appointee	Walter Lujan
Reason for Vacancy	Term Expired
Date of Appointment	November 21, 2023
Term Begins On	October 01, 2022
Term Expires On	September 30, 2024
Term	1st Term
Upload File(s)	Heidi Avedician_Res ume.pdf

HEIDI AVEDICIAN

SUMMARY

A self-driven individual who is able to partner with internal/external customers and who understands the importance of teaming up to achieve corporate initiatives. The ability to execute strategic plans in order to build long-lasting trust and excellent customer service.

PROFESSIONAL EXPERIENCE

ServiceMaster Commercial Cleaning by Legacy – El Paso, Texas 2018 – Present

President/Owner

Provides professional cleaning and disinfecting services to commercial facilities.

- Maintain vendor relationships and develop new supply sources in order to reduce costs.
- Build and focus on customer satisfaction, loyalty and follow up; establish customer-centric culture of communication & accountability resulting in high customer reviews.
- Responsible for maintaining financial records, invoicing, accounts receivable/accounts payable, legal and tax documents and keeping accounting system up to date.
- Manage daily operations and processes to ensure service issues are handled efficiently.
- Implement recruiting strategies, sources and prescreens applicants as well as onboard and conduct on the job training.
- Create and update business and marketing plans to build brand awareness and sales.

RIO VALLEY BIOFUELS/GLOBAL ALTERNATIVE FUELS – El Paso, Texas 2014 – 2018

Purchasing Manager

Responsible for sourcing equipment, chemicals, goods and services as well as managing vendors.

- Processed, reviewed and prioritized (RFQ) Request for quotation from several departments.
- Maintained vendor relationships and develop new supply sources where vendors are inadequate
- Evaluate prior sales to establish future fulfillment needs
- Track company needs and products consumption to determine which products should be bought
- Prepare and analyze KPI reports for the costs of goods & services sold
- Ensure that all companies follow purchasing policies and procedures
- Continually develop expertise to support growth for new projects
- Prepare purchase orders, negotiate vendor terms and pricing
- Discuss defective or unacceptable goods or services with, vendors and others to determine cause of problem and take corrective and preventative action.
- Responsible for planning, developing and buying chemicals, parts, supplies and equipment in a timely and cost effective way
- Consistently work to lower costs with vendors
- Liaise with Accounts Payable Department to ensure accurate and timely payment of invoices, as necessary for the business with the supplier.
- Work on special projects with department heads

HEIDI AVEDICIAN

Resume

NORWEGIAN CRUISE LINE – Miami, Florida

2010 – 2013

Norwegian Cruise Line is the industry leader for innovation and renowned Freestyle Cruising.

Human Resources Specialist

Focused in the placement of SAP, PeopleSoft, Oracle, Software Engineers, Database Architects/Developers/Administrators, Web Developers, Quality Assurance, Project Managers and Business Analysts.

- Responsible for attracting key talent thru sourcing strategies for SAP in the IT department.
- Implements recruiting strategies, sources and prescreens applicants. Discusses staffing needs with departmental managers and prepares and implements selection processes. Conducts behaviorally focused interviews to determine a candidate's fit for the organization, department and position.
- Assists hiring managers by managing the recruitment process from resume review and screening through salary negotiation and acceptance.
- Assists in designing soft skills training programs to support the company's strategic goals and initiatives.
- Demonstrates and utilizes effective needs analysis, course development, and evaluation skills to conduct training needs assessment to identify skill gaps.
- Provides input to management regarding team member's performance when applicable both in the classroom and during skill gap analysis observation sessions. Utilizes feedback from training sessions to maintain a high degree of satisfaction to all internal customers.
- Works with the company's internal and external legal teams to process the filing of H1-B and L-1 Visa's.

CARNIVAL CRUISE LINES - Miami, Florida

2007 – 2010

Carnival Cruise Lines is the largest cruise line in the world carrying over 4 million passengers per year with over \$3 billion in sales operating 23 ships globally.

Recruiting Specialist

Main focus was managing full cycle recruitment for exempt and non-exempt positions for Carnival Cruise Lines, Carnival Corporation and The Yachts of Seabourn. Key specialty recruiting included Accounting, Finance, and Hotel/Port Operations, Sales, Human Resources and IT/MIS positions.

- Identified cost effective sourcing strategies to source highly qualified candidates which resulted in an 80% savings in staffing agency fees.
- Assisted Business Partners and Employees with employee relation issues while maintaining the highest level of confidentiality.
- Developed a comprehensive referral network which resulted in identifying and hiring candidates at no additional charge.
- Redesigned the exit interview system which resulted in a better understanding of turnover issues resulting in improvements in future hiring for each department.
- Counseled internal candidates on how to best approach other internal positions and assisted them with transitioning into new area of responsibility.
- Worked with transitioned employees offering support during restructuring in order to increase morale for retained employees.
- Established relationships with local universities, colleges, technical schools, multi-cultural and professional organizations in order to capitalize on available talent.
- Re-negotiated employment agency contracts which resulted in a 5% reduction of direct hire fees.
- Drafted compelling open job postings in order to attract top talent to the organization.
- Developed a strong consultative approach with individual hiring managers in order to assist them with the selection of top talent who would increase bench strength, employee engagement and retention.
- Conducted FLSA job evaluations and salary analysis.

HEIDI AVEDICIAN

Resume

BLACKSTONE - Miami, Florida

2006

A national prepaid Telecommunications Company and one of the country's largest distributors of prepaid products and services.

Corporate Recruiter/HR Generalist

Managed full cycle recruitment for Call Center, Accounting and IT functions.

- Identified cost effective strategies for sourcing highly qualified candidates to meet corporate strategic objectives.
- Recruited and hired non-exempt and exempt top performing employees, resulting in high volume placements across multiple divisions.
- Filled in for the HR Generalist when she was on maternity leave.
- Accurately processed payroll for over 200 employees
- Conducted new hire orientations
- Attended job fairs, created effective recruitment advertising.
- Developed job descriptions.

ROBERT HALF INTERNATIONAL - Miami, Florida

2006

A National Staffing Company specializing in accounting, finance and administrative professionals.

Staffing Manager

Managed the recruitment and selection process of candidates by screening and interviewing applicants in order to effectively match them to client positions.

- Managed the full life cycle recruitment process, including resume screening, candidate interviewing, administration and documentation of paperwork, administration of background checks and on-boarding.
- Responsible for running a dual desk (sales and recruiting) in order to provide clients with top-notch candidates.
- Exceeded sales and placement quotas by 75%.
- Negotiated fee agreements with clients.
- Applied principles of human resource management through knowledge of federal and state labor laws.
- Expanded existing client accounts through excellent relationship building and superior placements.

EDUCATION

Nova Southeastern University

ADDITIONAL CERTIFICATIONS

Completed certifications in FMLS, FLSA, GINA, OSHA, ADA, EEOC, Sexual Harassment and Discrimination and Worker's Compensation

SOFTWARE SKILLS

MS Office (Outlook, Excel, Windows), Kronos, Lawson, (ATS) Vurv/Taleo, Virtual Edge, PeopleSoft, Great Plains, Microsoft Dynamics, ERP Systems



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1556, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Luis Mata to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1543, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Accept the donation of 20 turkeys for District 3 Holiday Community Initiative to distribute Thanksgiving turkeys to families in financial hardship within the community.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1544, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Accept the donation of \$3,500 from Marathon Refinery to go toward a holiday toy drive for the children of the Marmolejo affordable income housing complex.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1519, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

City 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 September 21 - October 20, 2023 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

AGENDA DATE: November 21, 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 September 21, - October 20, 2023 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office 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 Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and 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? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD: _____

K. Nicole Cote

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

**Mayor and Council
P-Card Transactions**

09/21/23 - 10/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY ATTORNEY	Nieman Karla	Uber Trip	10/2/2023	\$ 11.95	Sandra and Pcard Administrators Submitted change to Uber app to charge personal account, it yet has not been completed, will reimburse city.
CITY ATTORNEY	Scott Belinda	Sq *healthy Bite	9/21/2023	\$ 126.19	Food and beverages for CLE.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/26/2023	\$ 15.00	Fee for uploading document to AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/27/2023	\$ 15.00	Fee for upload request to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/27/2023	\$ 5.00	AG Upload Fee
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/28/2023	\$ 15.00	AG upload fee.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/28/2023	\$ 15.00	AG Upload Fee.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	9/29/2023	\$ 15.00	Fee for AG Upload
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/2/2023	\$ 15.00	Fee for AG Upload
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/2/2023	\$ 15.00	Fee for AG Upload
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/2/2023	\$ 15.00	Fee for AG Upload
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/2/2023	\$ 15.00	Fee for AG Upload
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/4/2023	\$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/5/2023	\$ 15.00	Fee for uploading requests to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/5/2023	\$ 15.00	Fee for uploading request to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/6/2023	\$ 15.00	Fee for uploading request to AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/10/2023	\$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/13/2023	\$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/16/2023	\$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/16/2023	\$ 15.00	Fee for Uploading document to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/18/2023	\$ 15.00	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Sq *healthy Bite	10/19/2023	\$ 143.31	Lunch for Attorneys' Leadership meeing.
CITY MANAGER	Argumedo Angel	Sams Club #6246	9/25/2023	\$ 15.92	4 cases for bottled water used during city council and other meeting.
CITY MANAGER	Argumedo Angel	American Ai	10/10/2023	\$ 30.00	Luggage fee for ICM Westin
CITY MANAGER	Argumedo Angel	American Ai	10/10/2023	\$ 40.00	Luggage fee for ICM Westin
CITY MANAGER	Argumedo Angel	R-J Typesetters Inc	10/18/2023	\$ 21.25	New notary stamp. I had a name change and needed a updated stamp.

**Mayor and Council
P-Card Transactions**

09/21/23 - 10/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Beard Jackie	Canva* 03924-49027242	10/1/2023	\$ 119.99	Canva license for Learning Team. Used to create weekly Training Broadcasts, Newsletters, training material, etc.
CITY MANAGER	Beard Jackie	District Coffee Co	10/4/2023	\$ 375.00	Coffee/pastries for New Employee Orientation.
CITY MANAGER	Cepeda Diana	Facebk 527brvpkn2	9/28/2023	\$ 175.00	150th Music at the Park events Facebook boost post
CITY MANAGER	Cepeda Diana	Target 00008490	10/2/2023	\$ 573.30	Streetcar Halloween decor to decorate the 6 Trolleys.
CITY MANAGER	Cepeda Diana	Target 00022160	10/2/2023	\$ 112.00	Streetcar Halloween decor for the 6 trolleys. Staff had to go to a different location to purchase the sold out items at the Gateway Blvd location.
CITY MANAGER	Cepeda Diana	Facebk Schnwwu7ln2	10/7/2023	\$ 50.00	150th Music at the Park event Facebook post boost
CITY MANAGER	Cepeda Diana	Mundo De Papel	10/12/2023	\$ 185.00	Littel Amal event decor supplies: 31 crepe paper packs, 5 hot guns, 4 glue sticks packs, 70 wood sticks and 2 pipe cleaners packs.
CITY MANAGER	Cepeda Diana	Wal-Mart #2201	10/12/2023	\$ 60.12	Little Amal event decor and altar supplies: 3-tapes, 7-blades, 3- hot glue guns, and 2-flour packs
CITY MANAGER	Cepeda Diana	Target 00008490	10/15/2023	\$ 112.00	Streetcar Halloween decor for the 6 trolleys 6 big spiders and 20 small spiders
CITY MANAGER	Cepeda Diana	Mundo De Papel	10/16/2023	\$ 56.50	Little Amal decor: 15 crepe paper packs and 40 wood sticks
CITY MANAGER	Cepeda Diana	Eventbrite.Com Org Fee	10/16/2023	\$ 29.00	Eventbrite monthly fee to do online reservations for Streetcar events.
CITY MANAGER	Cepeda Diana	Lowes #01146	10/17/2023	\$ 59.92	Purchase of 4 planters for decor for the Little Amal altar
CITY MANAGER	Cepeda Diana	M And F Wholesale	10/17/2023	\$ 23.20	Little Amal event decor: 4 rolls of ribbons
CITY MANAGER	Cepeda Diana	Mundo De Papel	10/17/2023	\$ 124.70	Little Amal event altar decor: 21 crepe paper packs, 7 sugar skulls, 2 garlands and 36 papel picado packs
CITY MANAGER	Cepeda Diana	Target 00008490	10/19/2023	\$ 176.16	Candies for Streetcar Booktober read and ride event for approximately 120 riders.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/22/2023	\$ 33.60	Captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/22/2023	\$ 30.00	Captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/28/2023	\$ 28.40	Closed captioning for City TV programming
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	9/29/2023	\$ 30.00	Closed captioning for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Creative Market	10/2/2023	\$ 28.10	Font purchased for WinterFest. Added sales tax refund payment.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/6/2023	\$ 35.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/6/2023	\$ 22.40	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Eig	10/7/2023	\$ 620.42	E-newsletter for the City TV programming and City newsletter
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/12/2023	\$ 35.00	Closed captions for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/13/2023	\$ 21.30	Closed captions for City TV programming.

**Mayor and Council
P-Card Transactions**

09/21/23 - 10/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
CITY MANAGER	Cruz-Acosta Laura	Facebk *3wde6vt6c2	10/19/2023	\$ 11.53	Promoting Neighborhood Cleanup Event on Social Media.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/20/2023	\$ 35.00	Closed captions for City TV programming.
CITY MANAGER	Isaias Ricardo	Hobby-Lobby #0098	10/5/2023	\$ 20.98	Purchase wrapping paper and other accessories for wrapping boxes to be used as props for Elf on the Shelf video for Winterfest.
CITY MANAGER	Isaias Ricardo	Crossroads Printing	10/6/2023	\$ 6.00	a printed graphic that will be used as a prop for the Elf on a Shelf recording for Winterfest.
CITY MANAGER	Isaias Ricardo	Dollar Tree	10/6/2023	\$ 23.75	Purchase props for the Elf on the Shelf video for Winterfest.
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	10/18/2023	\$ 9.99	Extra storage for videos and photos for City iPhone. Storage is need to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Jerome Tracey	Apple.Com/Bill	10/17/2023	\$ 0.99	iPhone storage monthly fee
CITY MANAGER	Mack Dionne	W Hotels	10/11/2023	\$ 133.57	Conference to Aspen CO - The Opportunity Youth Forum
CITY MANAGER	Sepulveda Denice	Southwes	10/10/2023	\$ 514.96	TRAVEL FOR JULIANA BALDWIN MUNOZ, GUEST SPEAKER AT the 2023 National League of Cities (NLC) City Summit Conference
CITY MANAGER	Westin Cary	Uber Trip	10/9/2023	\$ 6.89	Uber Tip
CITY MANAGER	Westin Cary	Uber Trip	10/9/2023	\$ 45.94	AUSA Travel- UBER from Airport to hotel
CITY MANAGER	Westin Cary	Grand Hyatt Washington	10/11/2023	\$ 1,874.91	Col. Westin Travel to AUSA Conference Hotel expense
CITY MANAGER	Westin Cary	Uber Trip	10/11/2023	\$ 19.00	Uber trip from Hotel to airport for travel to AUSA conference
CITY MANAGER	Westin Cary	Uber Trip	10/11/2023	\$ 3.00	UBER Tip
DISTRICT 02	Ibarra Matthew	Dollar General #19328	9/28/2023	\$ 29.00	Purchase of snacks and waters for District 2 public community meeting. Receipt lost, purchase to be reimbursed.
DISTRICT 02	Ibarra Matthew	Mailchimp	10/4/2023	\$ 26.50	Subscription fee for newsletter services.
DISTRICT 02	Ibarra Matthew	Sams Club #6246	10/7/2023	\$ 155.92	Purchase of hotdogs and hamburgers for city sponsored event, official unveiling of Delta Rec Center mural.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	10/12/2023	\$ 80.90	Doughnut purchase for city sponsored event, reopening of San Juan Recreation Center.
DISTRICT 02	Ibarra Matthew	Albertsons #1936	10/17/2023	\$ 74.92	Doughnut purchase for city sponsored renaming event.
DISTRICT 02	Ibarra Matthew	Canva* 03941-77602173	10/18/2023	\$ 12.95	Graphic design software for constituent outreach, social media, and newsletters.
DISTRICT 02	Santillan Aimee	Fsp*sun City Party Rental	10/11/2023	\$ 20.00	Jumping balloon rental for Memorial Fall Festival.
DISTRICT 02	Santillan Aimee	Fsp*ep Game Rentals	10/11/2023	\$ 25.00	Games for Memorial Fall Festival.
DISTRICT 02	Santillan Aimee	Sq *barnyard Buddies Pett	10/18/2023	\$ 596.99	Petting zoo deposit for District 2 Fall Festival at Memorial Park. Expense paid with funds donated to District 2.
DISTRICT 03	Hernandez Cassandra	Sq *las Vegas Party Renta	9/29/2023	\$ 350.55	Disco, generator and tables for neighborhood association National Night Out event on 10/3 at Ponder Park.
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	9/29/2023	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.

**Mayor and Council
P-Card Transactions**

09/21/23 - 10/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 03	Hernandez Cassandra	Eig	10/5/2023	\$ 52.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	10/7/2023	\$ 112.76	Disinfectant spray, hand sanitizer dispenser bottles , notebooks and other supplies for D3 Office admin use.
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	10/7/2023	\$ 182.41	Paid with donated funds and the acceptance of funds was approved by City Council on 6.20.23. Sensory Toys for Autism Hope & Horses of Iron Benefit Run on 10/15.
DISTRICT 03	Hernandez Cassandra	Samsclub.Com	10/11/2023	\$ 195.56	Paid with donated funds and the acceptance of funds was approved by City Council on 6.20.23. Candy for Autism Hope & Horses of Iron Benefit Run on 10/15.
DISTRICT 03	Hernandez Cassandra	Canva* I03938-35079699	10/14/2023	\$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Samsclub.Com	10/18/2023	\$ 805.10	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23. Candy and fillers for prizes for Sensory Friendly Trunk-or-Treat to be held on 10.28.
DISTRICT 03	Olivares Bettina	Dollartree	9/21/2023	\$ 53.75	Paid with donated funds and the acceptance of funds was approved by City Council on 6.20.23. Tape, glow lights and candy for the D3 Movies in the Park event held on 9/23 in D3.
DISTRICT 03	Olivares Bettina	Herc Rentals	9/22/2023	\$ 259.00	Paid with donated funds and the acceptance of funds was approved by City Council on 6.20.23. Light tower and generator for the D3 Movies in the Park event held on 9/23 in D3.
DISTRICT 03	Olivares Bettina	Raising Canes 0260	9/23/2023	\$ 144.10	Paid with donated funds and the acceptance of funds was approved by City Council on 6.20.23. Food for volunteers working the D3 Movies in the Park event held on 9/23 in D3.
DISTRICT 03	Olivares Bettina	Office Depot #195	10/2/2023	\$ 134.91	Frames for D3 Office admin supply.
DISTRICT 03	Olivares Bettina	Sq *las Vegas Party Renta	10/3/2023	\$ 384.38	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23. Jumping Balloon and generator for Sensory Friendly Trunk-or-Treat to be held on 10.28.
DISTRICT 03	Olivares Bettina	The Home Depot 523	10/4/2023	\$ 81.96	Storage bins for the District 3 Office admin supply.
DISTRICT 03	Olivares Bettina	Private Line	10/10/2023	\$ 90.00	Plaques for the sponsors of the D3 Movies in the Park event series held in Aug and Sept 2023 in D3.
DISTRICT 03	Olivares Bettina	Samsclub.Com	10/11/2023	\$ 399.84	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23. Candy for Sensory Friendly Trunk-or-Treat to be held on 10.28.
DISTRICT 03	Olivares Bettina	Dollartree	10/13/2023	\$ 14.75	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23. Fillers for prize buckets for Sensory Friendly Trunk-or-Treat to be held on 10.28.
DISTRICT 03	Olivares Bettina	Samsclub.Com	10/18/2023	\$ 83.71	Meal to-go containers & soda for D3 neighborhood association Fall Festival on 10/20.
DISTRICT 03	Olivares Bettina	Amzn Mktp Us	10/19/2023	\$ 274.84	Paid with donated funds and acceptance of funds was approved by City Council on 10.10.23. Sensory friendly toys and fillers for prizes for Sensory Friendly Trunk-or-Treat to be held on 10.28.
DISTRICT 04	Molinar Joe	Omni Dallas Conventn C	10/6/2023	\$ 1,349.68	Representative Molinar attended the TML Conference at Dallas, Texas on October 2023.
DISTRICT 05	Nino Ivan	Costco Whse #0768	9/25/2023	\$ 22.97	OFFICE SUPPLIES / WATERS AND COOKIES FOR STAFF AND INVITEES - PROCLAMATION ON 9/26
DISTRICT 05	Nino Ivan	Swa*earlybrd	9/26/2023	\$ 15.00	FLIGHT FOR REP. SALCIDO TO TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Southwes	9/26/2023	\$ 568.97	FLIGHT FOR REP. SALCIDO TO TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Swa*earlybrd	9/26/2023	\$ 15.00	FLIGHT FOR REP. SALCIDO TO TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Southwes	9/26/2023	\$ 328.98	FLIGHT ONE WAY TO TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Southwes	9/26/2023	\$ 239.98	FLIGHT ONE WAY TO TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Mailchimp	10/6/2023	\$ 13.00	MAILCHIMP ONLINE NEWSLETTER SUBSCRIPTION FOR CONSTITUENCY OUTREACH.

**Mayor and Council
P-Card Transactions**

09/21/23 - 10/20/23

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	Amount	Description
DISTRICT 05	Nino Ivan	Sheraton Dallas	10/6/2023	\$ 995.37	HOTEL FOR TEXAS MUNICIPAL LEAGUE IN DALLAS, TEXAS ON BEHALF OF DISTRICT 5, APPROVED BY RESOLUTION ON 9/26/23.
DISTRICT 05	Nino Ivan	Zoom.U.s 888-799-9666	10/9/2023	\$ 15.99	
DISTRICT 06	Maldonado Mariaelena	El Paso Times	9/24/2023	\$ 11.99	local newspaper subscription
DISTRICT 06	Maldonado Mariaelena	El Paso Inc	10/19/2023	\$ 5.00	Newspaper Subscription for office.
DISTRICT 07	Jimenez Camilo	Samsclub #6502	9/29/2023	\$ 111.86	Cupcakes for the seniors at the Pavo Real Senior Center Birthday bash celebration on 09/29/2023 .
DISTRICT 07	Jimenez Camilo	Springhill Suites Dall	10/4/2023	\$ 460.22	Hotel costs for Texas Municipal League Annual Conference in Dallas Texas, 10/04/2023-10/06/2023
DISTRICT 07	Rivera Henry	Eig	10/1/2023	\$ 120.00	Newsletter Service, AKA Constant Contact.
DISTRICT 08	Abbas Tatiana	Mexican Specialty Product	9/22/2023	43.37	District 8 Movies at the Park as approved by Council on August 15, 2023
DISTRICT 08	Abbas Tatiana	Fye Sunland Park Mall	9/27/2023	\$ 35.96	District 8 Movies at the Park as approved by Council on August 15, 2023.
DISTRICT 08	Rodriguez Alma	Mexican Specialty Product	9/27/2023	\$ 46.20	District 8 Movies at the Park as approved by Council on August 15, 2023.
DISTRICT 08	Rodriguez Alma	In *tovar Printing, Inc.	10/3/2023	\$ 108.00	District 8 Business Cards for Representative Canales
DISTRICT 08	Rodriguez Alma	Mexican Specialty Product	10/5/2023	\$ 31.58	District 8 Movies at the Park as approved by Council on August 15, 2023.
DISTRICT 08	Rodriguez Alma	El Paso Times	10/9/2023	\$ 1.05	District 8 office newspaper subscription.
MAYORS OFFICE	Escobar Estrella	Uber Trip	9/23/2023	\$ 6.68	
MAYORS OFFICE	Escobar Estrella	Aus Salvation Pizza	9/23/2023	\$ 15.54	
MAYORS OFFICE	Escobar Estrella	Austin Marriott Downto	9/24/2023	\$ (46.50)	
MAYORS OFFICE	Escobar Estrella	Uber Trip	9/25/2023	\$ 1.00	
MAYORS OFFICE	Mendoza Irma	Primo Water	9/27/2023	\$ 81.29	Bottled water for the office.
MAYORS OFFICE	Mendoza Irma	Primo Water	10/7/2023	\$ 9.26	Water dispenser rental fee and credit card surcharge.
MAYORS OFFICE	Mendoza Irma	Primo Water	10/11/2023	\$ 79.23	Bottled water for the office and visitors.



Legislation Text

File #: 23-1511, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city.

Award Summary:

The award of Solicitation 2023-0675 Dodge Chrysler Parts and Service (Re-Bid) to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram for an initial term of three (3) years for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total contract time is for five (5) years for a total estimated amount of \$175,000.00. This contract will be utilized to support the repairs of all Chrysler manufactured vehicles and equipment in the City's inventory. The majority of these vehicles are assigned to El Paso Police Department's marked and unmarked inventory. This contract will be used to support EPPD's daily operations to maintain safe neighborhoods.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$15,000.00, which represents a 16.67% increase due to additional time added to the contract.

Department:	Streets and Maintenance
Award to:	Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$35,000.00
Initial Term Estimated Award:	\$105,000.00
Option Term Estimated Award:	\$70,000.00

Total Estimated Award	\$175,000.00
Account(s)	532 - 3600 - 531210 - 37020 - P3701 (Parts) 532 - 3600 - 531250 - 37020 - P3701 (Service)
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Low Bid Procurement - catalog contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram the sole lowest responsive and responsible bidder.

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

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

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

AGENDA DATE: November 21, 2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets & Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director, (915) 212-1092

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

The award of solicitation 2023-0675 Dodge Chrysler Parts and Service (Re-Bid) to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram for an initial term of three (3) years for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total contract time is for five (5) years for a total estimated amount of \$175,000.00.

BACKGROUND / DISCUSSION:

This contract will be utilized to support the repairs of all Chrysler manufactured vehicles and equipment in the City's inventory. The majority of these vehicles are assigned to El Paso Police Department's marked and unmarked inventory. This contract will be used to support EPPD's daily operations to maintain safe neighborhoods.

SELECTION SUMMARY:

Solicitation was advertised on August 15, 2023 and August 22, 2023. The solicitation was posted on City website on August 15, 2023. There were a total of twelve (12) viewers online; one (1) bid was received from a local supplier. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$15,000.00, which represents a 16.67% increase due to additional time added to the contract.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$105,000.00

Funding Source: Internal Service Fund

Account: 532 – 3600 – 531210 – 37020 – P3701 (Parts)

532 – 3600 – 531250 – 37020 – P3701 (Service)

2023-0675 Dodge Chrysler Parts and Service (Re-Bid)

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



11-2-23

Richard J. Bristol, Streets & Maintenance Director

Project Form
Low Bid

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

Please place the following item on the Consent Agenda for the City Council Meeting of November 21, 2023.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city

Award Summary:

The award of solicitation 2023-0675 Dodge Chrysler Parts and Service (Re-Bid) to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram for an initial term of three (3) years for an estimated amount of \$105,000.00. The award also includes a two (2) year option for an estimated amount of \$70,000.00. The total contract time is for five (5) years for a total estimated amount of \$175,000.00. This contract will be utilized to support the repairs of all Chrysler manufactured vehicles and equipment in the City's inventory. The majority of these vehicles are assigned to El Paso Police Department's marked and unmarked inventory. This contract will be used to support EPPD's daily operations to maintain safe neighborhoods.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$15,000.00, which represents a 16.67% increase due to additional time added to the contract.

Department:	Streets and Maintenance
Award to:	Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$35,000.00
Initial Term Estimated Award:	\$105,000.00
Option Term Estimated Award:	\$70,000.00
Total Estimated Award	\$175,000.00
Account(s)	532 – 3600 – 531210 – 37020 – P3701 (Parts) 532 – 3600 – 531250 – 37020 – P3701 (Service)
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Low Bid Procurement - catalog contract

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to Driveway Autos, LLC dba Viva Dodge, Chrysler, Jeep, Ram the sole lowest responsive and responsible bidder.

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

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



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Dodge Chrysler Parts and Service (Re-Bid) **BID NO:** 2023-0675

BID DATE: September 13, 2023 **Department:** Streets and Maintenance

	DRIVEWAY AUTOS, LLC dba VIVA DODGE, CHRYSLER, JEEP, RAM EL PASO, TX Bidder 1 of 1	
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Part 1 - Price Adjustment Factor

Item No.	Description	Price Adjustment Factor		Price List or Catalog		Price Adjustment Factor		Price List or Catalog	
1	Dodge/ Jeep / Chrysler OEM Parts	20	Net, or; % Discount, or; % Markup	Chrysler, Dodge, Ram, Jeep (note Manufacturer or Brand Name, as applicable)	List Number: 2023-0675 Dated: 8/17/2023		Net, or; % Discount, or; % Markup	(note Manufacturer or Brand Name, as applicable)	List Number: Dated:

Part 2 - Sample Pricing

Item No.	Description	Bidder Item Number	Price List (Net)	City's Price (Net or After Discount or Mark-Up)	Bidder Item Number	Price List (Net)	City's Price (Net or After Discount or Mark-Up)
1	56049429AE - Power Seat Switch	1	\$ 301.20	\$ 361.44			
			Bidder's Price: \$420.00	Bidder's Price: \$504.00			
2	5072330AB - Motor Radiator Fan	2	\$ 202.80	\$ 243.36			
			Bidder's Price: \$338.00	Bidder's Price: \$405.60			
3	5184377AG - Camshaft Exhaust	3	\$ 321.60	\$ 385.92			
			Bidder's Price: \$482.40	Bidder's Price: \$578.88			
4	68038393AJ - Catalytic Converter	4	\$ 1,536.00	\$ 1,843.20			
			Bidder's Price: \$2,140.00	Bidder's Price: \$2,568.00			
5	5184617ADF - Tensioner	5	\$ 290.40	\$ 348.48			
			Bidder's Price: \$459.80	Bidder's Price: \$551.76			
Total (Part 2, Items 1-5)				\$ 3,182.40			
				Bidder's Price: \$4,608.24			\$ -

Approved by X_____/s/_____
Date Approved 10/3/2023



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Dodge Chrysler Parts and Service (Re-Bid)

BID NO: 2023-0675

BID DATE: September 13, 2023

Department: Streets and Maintenance

	DRIVEWAY AUTOS, LLC dba VIVA DODGE, CHRYSLER, JEEP, RAM EL PASO, TX Bidder 1 of 1	
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Part 3 - Service Labor Rate

Item No.	Description	Hourly	Hourly
1	Labor Cost Hourly Rate	\$125.00	

Part 4 - Sample Pricing with Labor

Item No.	Description	Bidder Item Number	City's Price (Net or After Discount or Mark-Up) (A)	Hourly Labor Rate (Part 3, Item No. 1) for Standard and Non-Standard Prices (B)	Total (A+B)	Bidder Item Number	City's Price (Net or After Discount or Mark-Up) (A)	Hourly Labor Rate (Part 3, Item No. 1) for Standard and Non-Standard Prices (B)	Total (A+B)
1	56049429AE - Power Seat Switch	1	\$ 361.44	\$ 125.00	\$ 486.44				
			Bidder's Price: \$504.00		Bidder's Price: \$629.00				
2	5072330AB - Motor Radiator Fan	2	\$ 243.36	\$ 125.00	\$ 368.36				
			Bidder's Price: \$405.60		Bidder's Price: \$530.60				
3	5184377AG - Camshaft Exhaust	3	\$ 385.92	\$ 125.00	\$ 510.92				
			Bidder's Price: \$578.88		Bidder's Price: \$703.88				
4	68038393AJ - Catalytic Converter	4	\$ 1,843.20	\$ 125.00	\$ 1,968.20				
			Bidder's Price: \$2,568.00		Bidder's Price: \$2,693.00				
5	5184617ADF - Tensioner	5	\$ 348.48	\$ 125.00	\$ 473.48				
			Bidder's Price: \$551.76		Bidder's Price: \$676.76				
Total (Part 4, Items 1-5)					\$ 3,807.40				
					Bidder's Price: \$5,233.24				\$ -

Approved by X___/s/_____
 Date Approved _10/3/2023_____



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Dodge Chrysler Parts and Service (Re-Bid) BID NO: 2023-0675

BID DATE: September 13, 2023 Department: Streets and Maintenance

	DRIVEWAY AUTOS, LLC dba VIVA DODGE, CHRYSLER, JEEP, RAM EL PASO, TX Bidder 1 of 1	
<p><u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u></p> <p>THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.</p>		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	<input checked="" type="checkbox"/>	
NO OPTION OFFERED	<input type="checkbox"/>	
AMENDMENTS ACKNOWLEDGED:	N/A	

BIDS SOLICITED: 179 LOCAL BIDS SOLICITED: 87 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 2

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved by X _____ /s/ _____ Date
 Approved 10/3/2023

ONLINE VIEWS FOR 2023-0675 DODGE CHRYSLER PARTS AND SERVICE (RE-BID)			
No.	Participant Name	City	State
1	DYER CYCLE	El Paso	TX
2	Viva Dodge Chrysler Jeep Ram (Driveway Autos, LLC)	El Paso	TX
3	Delegard Tool of Texas	Houston	TX
4	Bill Williams Tire Center	Midland	TX
5	Casa Ford	El Paso	TX
6	Construction Reporter	Albuquerque	NM
7	David Ward Inc (Clinic)	El Paso	TX
8	Dick Poe Chrysler Jeep	El Paso	TX
9	Motion Industries	El Paso	TX
10	North America Procurement Council Inc., PBC	Grand Junction	CO
11	Siapro (Sistemas de Impresion y Gestion Documental)	Juarez	CH Mexico
12	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	El Paso	TX



Legislation Text

File #: 23-1423, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Animal Services, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment.

Award Summary:

The award of Solicitation No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated amount of \$376,118.97. This contract will allow the Animal Services department to purchase narcotic medications to treat shelter animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: There was an increase of \$262,678.86 which represents 231.56%. This is due to the addition of new medications and an increase in the price of medications.

Department:	Animal Services
Vendor:	Midwest Veterinary Supply, Inc. Lakeville, MN
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 125,372.99
Total Estimated Award:	\$ 376,118.97 (3 Years)
Account No.:	225-531120-2580-25120
Funding Source:	Clinical Medical Supplies
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Midwest Veterinary Supply, Inc., the lowest responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed. [POSTPONED FROM 11-07-2023]

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

AGENDA DATE: November 7, 2023

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Terry K. Kebschull, Animal Services Director (915) 212-8742

K. Nicole Cote, Managing Director of Purchasing & Strategic Sourcing (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

The award of solicitation No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated amount of \$376,118.97. This contract will allow the Animal Services department to purchase narcotic medications to treat shelter animals.

BACKGROUND / DISCUSSION:

This contract will provide medications to treat animal illnesses, surgeries and to humanely euthanize those animals that have incurable (and especially painful) conditions or diseases. This also provides staff the tools at the shelter to get the animals healthy for the best re-homing opportunities for pets with health issues and are crucial to El Paso Animal Services goal in finding forever homes for adoptable animals.

SELECTION SUMMARY:

Solicitation was advertised on July 25, 2023 and August 1, 2023. The solicitation was posted on City website on July 25, 2023. There were a total twenty-two (22) viewers online; one (1) bid was received; none from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$262,678.86 for the initial term which represents 231.56%. This is due to the addition of new medications and an increase in the price of medications.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$376,118.97

Funding Source: Clinical Medical Supplies

Account: 225-531120-2580-25120

2023-0623 Animal Narcotics

Revised 1/23/2023-V3 – Previous Versions Obsolete

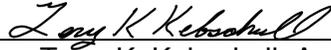
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Terry K. Kebschull, Animal Services Director

**COUNCIL PROJECT FORM
(Low Bid)**

Please place the following item on the **CONSENT** agenda for the Council Meeting of **November 7, 2023**.

STRATEGIC GOAL No. 8 - Nurture and Promote a Healthy, Sustainable Community

The linkage to the Strategic Plan is subsection 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

Award Summary:

The award of solicitation No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated amount of \$376,118.97. This contract will allow the Animal Services department to purchase narcotic medications to treat shelter animals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: There was an increase of \$262,678.86 which represents 231.56%. This is due to the addition of new medications and an increase in the price of medications.

Department:	Animal Services
Vendor:	Midwest Veterinary Supply, Inc. Lakeville, MN
Item(s):	All
Term:	3 Years
Annual Estimated Award:	\$ 125,372.99
Total Estimated Award:	\$ 376,118.97 (3 Years)
Account No.:	225-531120-2580-25120
Funding Source:	Clinical Medical Supplies
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Animal Services Departments recommend award as indicated to Midwest Veterinary Supply, Inc., the lowest responsive and responsible bidder. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ANIMAL NARCOTICS
BID DATE: AUGUST 24, 2023

BID NO: 2023-0623
DEPARTMENT: ANIMAL SERVICES

			Midwest Veterinary Supply, Inc. Lakeville, MN Bidder 1 of 1						
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Atropine Sulfate 1/120 gr, 0.54mg/ml 100ml/bottle	Bottles	5	\$ 22.07	\$ 110.35	\$ 331.05	\$ -	\$ -	\$ -
2	Bupivacaine 0.5% injection, 30ml/bottle 25/package	Bottles	30	\$ 95.93	\$ 2,877.90	\$ 8,633.70	\$ -	\$ -	\$ -
3	Buprenorphine HCL Injection, 0.3mg/ml, 5x1ml/box C-III	Boxes	3	\$ 84.88	\$ 254.64	\$ 763.92	\$ -	\$ -	\$ -
4	Dexdormitor injection 0.5 mg/ml, 10ml/bottle	Bottles	150	\$ 108.87	\$ 16,330.50	\$ 48,991.50	\$ -	\$ -	\$ -
5	Fentanyl Patch 12mcg/patch, 5ct/pack C-II	Packs	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Fentanyl Patch 25mcg/patch, 5ct/pack C-II	Packs	10	\$ 18.93	\$ 189.30	\$ 567.90	\$ -	\$ -	\$ -
7	Fentanyl Patch 50mcg/patch, 5ct/pack C-II	Packs	10	\$ 28.50	\$ 285.00	\$ 855.00	\$ -	\$ -	\$ -
8	Isolfurane Gas 250ml/bottle	Bottles	300	\$ 29.71	\$ 8,913.00	\$ 26,739.00	\$ -	\$ -	\$ -
9	Ketamine 100mg/ml, 10ml/bottle C-III	Bottles	300	\$ 7.07	\$ 2,121.00	\$ 6,363.00	\$ -	\$ -	\$ -

Approved by X /s/
 Date Approved 8/28/2023



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ANIMAL NARCOTICS
BID DATE: AUGUST 24, 2023

BID NO: 2023-0623
DEPARTMENT: ANIMAL SERVICES

				Midwest Veterinary Supply, Inc. Lakeville, MN Bidder 1 of 1					
Item No.	Description	Unit of Measure	Approximate / Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
10	Lidocaine Injection 2%, 100ml/bottle	Bottles	50	\$ 3.00	\$ 150.00	\$ 450.00	\$ -	\$ -	\$ -
11	Pentobarbital Sodium 390mg/ml, 250ml/bottle	Bottles	300	\$ 104.00	\$ 31,200.00	\$ 93,600.00	\$ -	\$ -	\$ -
12	Revertidine 5mg/ml, 10ml/bottle	Bottles	80	\$ 153.21	\$ 12,256.80	\$ 36,770.40	\$ -	\$ -	\$ -
13	Simbadol Injection for Cats 1.8mg/ml, 10ml/bottle C-III	Bottles	15	\$ 285.30	\$ 4,279.50	\$ 12,838.50	\$ -	\$ -	\$ -
14	Telazol Injection 100mg/ml, 5ml/bottle C-III (N)	Bottles	600	\$ 56.75	\$ 34,050.00	\$ 102,150.00	\$ -	\$ -	\$ -
15	Torbugesic Injection 10mg/ml, 10ml bottle, C-IV	Bottles	150	\$ 68.88	\$ 10,332.00	\$ 30,996.00	\$ -	\$ -	\$ -
16	Xylazine 100mg/ml, 50ml/bottle	Bottles	70	\$ 28.90	\$ 2,023.00	\$ 6,069.00	\$ -	\$ -	\$ -
Total					\$ 125,372.99	\$ 376,118.97		\$ -	\$ -

Approved by X____/s/_____
 Date Approved 8/28/2023



CITY OF EL PASO BID TABULATION FORM



BID TITLE: ANIMAL NARCOTICS **BID NO:** 2023-0623
BID DATE: AUGUST 24, 2023 **DEPARTMENT:** ANIMAL SERVICES

	Midwest Veterinary Supply, Inc. Lakeville, MN Bidder 1 of 1	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)	<input type="text"/>	<input type="text"/>
NO OPTION OFFERED	<input checked="" type="checkbox"/>	<input type="text"/>
AMENDMENTS ACKNOWLEDGED:	N/A	N/A

BIDS SOLICITED: 194 **LOCAL BIDS SOLICITED:** 61 **BIDS RECEIVED:** 1 **LOCAL BIDS RECEIVED:** 0 **NO BID:** 3

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved by X /s/
 Date Approved 8/28/2023

2023-0623 Animal Narcotics

<u>No.</u>	<u>Participant Name</u>	<u>Response Date</u>	<u>Response Status</u>	<u>Contact</u>	<u>City</u>	<u>State</u>
1	Mattingly Low Vision, Inc	08/22/2023	No Bid	Elena King	El Paso	TX
2	Midwest Veterinary Supply	08/22/2023	Submitted	Ali Davis	Lakeville	MN
3	Paso-Tex Industries LLC	08/15/2023	No Bid	Kelly Shankles	El Paso	TX
4	Unipak Corp.	08/15/2023	No Bid	Brian Marcus	West Long	NJ
5	Albie's Foods Products, LLC (AFP Holding, LLC)	08/01/2023	No Bid	Heather Sawicki	Gaylord	MI
6	Bound Tree Medical, LLC	07/25/2023	No Bid	Accounts Receivable	Chicago	IL
7	C&R Distributing		Viewed	Keith Kirkpatrick	el paso	TX
8	Clinical Reference Laboratory, Inc.		Viewed		Kansas Cit	MO
9	Curascript SD Specialty Distribution (Priority Healthcare I		Viewed	Michael Fix	Lake Mary	FL
10	Dixon Shane LLC DBA R&S Northeast LLC		Viewed	Kala Holland	PHILADEL	PA
11	Fastest Labs of El Paso (P & N Ventures LLC)		Viewed	Muhammad S Kahn	El Paso	TX
12	First Veterinary Supply (The Harvard Drug Group)		Viewed	Mark Frank	Dublin	OH
13	GMJR ENTERPRISES, LLC		Viewed	Gerardo Montes	El Paso	TX
14	Key Reliable Services (Key Reliable Services LLC)		Viewed	Jack Roberto	LAS VEGA	NV
15	linde gas and equipment inc.		Viewed	william culver	El Paso	TX
16	Moreno Cardenas Inc.		Viewed	Veronica Quintanilla	El Paso	TX
17	North America Procurement Council Inc., PBC		Viewed		Grand Jun	CO
18	Rio Seco Ag and Supply		Viewed	Luz Ayala	Clint	TX
19	Stantec (Stantec Consulting Services, Inc)		Viewed	Lydia Pierce	Plano	TX
20	Tiger Traffic, Inc.		Viewed	John Clay	Houston	TX
21	Wedgewood Pharmacy (Wedgewood Village Pharmacy)		Unsubmitted	Richard Smith	Swedesbo	NJ
22	ZTEX Construction, Inc.		Viewed		El Paso	TX



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1542, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Presentation and discussion by the El Paso Police Department on a strategic public safety plan to address incidents in and around the entertainment venues and house parties.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 11/21/2023

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Henry Rivera 915-212-0007

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 Set the Standard for safe and secure City.

SUBGOAL:

SUBJECT:

Presentation and discussion by the El Paso Police Department on a strategic public safety plan to address incidents in and around the entertainment venues and house parties.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

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?

*****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

File #: 23-1546, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution for the City to recognize El Paso County Veteran of the Year, Donna Juarez Sample for her unwavering dedication to the military community and commend her for tireless advocacy of service members, veterans, and their families.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 11.21.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

Goal 3 - Promote the Visual Image of El Paso

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to approve a resolution for the City to recognize El Paso County Veteran of the Year, Donna Juarez Sample for her unwavering dedication to the military community and commend her for tireless advocacy of service members, veterans, and their families.

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?

Donna Juarez Sample is a decorated veteran and longtime El Pasoan. She has dedicated her life to the military community and has been a tireless advocate of service members, veterans, and their families. She has garnered many accolades for her various contributions to those who are serving and have served and on November 1, 2023, El Paso County selected Donna Juarez Sample as their 2023 Veteran of the Year, making her the first female veteran to be honored with this award.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, City Council has recognized outstanding community members and veterans through resolution or proclamation.

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

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

RESOLUTION

WHEREAS, continuing the military family legacy, Donna Juarez Sample began her service in 1986 with the US Army; and

WHEREAS, she was stationed at various army installations, where she received recognition including an Army Service Ribbon, Army Good Conduct Medal, Army Defense Medal, and two Army Achievement Medals, as well as qualified as an M16 Sharpshooter; and

WHEREAS, Donna transitioned from active duty to reserves in 1989 and later in caring prioritization of her growing family and service as a military spouse, was honorably discharged in 1993; and

WHEREAS, in 1994, Donna and her family received Permanent Change of Station orders to Ft. Bliss Air Arterially Defense Brigade and in 1998, they decided to choose the great city of El Paso, Texas to retire; and

WHEREAS, Donna has since dedicated the last 30 years to serving the El Paso community; and

WHEREAS, beginning in 2002, Donna spent 8 years at Region 19, Education Service Center serving as the School Health, Safe and Drug Free Program Manager addressing issues affecting youth in military families and later worked with Jennifer Ann's Dating Violence Prevention Group to advocate for bullying prevention; and

WHEREAS, Donna is currently the Director of Military Veteran Affairs for the STAR Military Veteran Program at Rio Vista Behavioral Health, specializing in treatment for service members and veterans for over 100 organizations, over 30 military installations and VA's nationwide; and

WHEREAS, Donna volunteers weekly with the 346th Veterans Treatment Court, as a mentor to veterans in the justice system and was promoted to Veterans Treatment Court, Mentor Coordinator, and additionally works with veterans involved in DWI Academy Drug Court; and

WHEREAS, in addition to her charity work, Donna is a member of several boards such as the American Legion 122, Flags Across America, City of El Paso Veterans Advisory Affairs as the District 3 appointee; and

WHEREAS, in 2022, Donna was recognized by Texas State Senator César Blanco and the Daughters of the Revolutionary War for her ample service in attending and supporting over 300 community activities and events through the years; and

WHEREAS, in 2023, Donna received the 2023 Elk of the Year Award from the Elks Veterans Outreach Program for her selfless work in aiding veterans and their families going from homeless to homes; and

WHEREAS, on November 1, 2023, El Paso County selected Donna Juarez Sample as their 2023 Veteran of the Year, making her the first female veteran to be honored with this award; and

WHEREAS, while Donna’s accolades are abundant, her most treasured accomplishment is raising four children who are all now college graduates, along with her loving husband, James Sample, and their 7 grandchildren, with one on the way.

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

THAT, City Council recognize the decorated Donna Juarez Sample for her unwavering dedication to the military community and commend her for her tireless advocacy of service members, veterans, and their families, which together with her patriotism, commitment to the cause, and continued service are true contributions to El Paso, the Veterans Capital of the U.S.A.

PASSED AND APPROVED this 21st day of November, 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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1545, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action to review parking accessibility at City senior centers to include the availability of wheelchair ramps and number of disabled parking spots and to direct the City Manager to direct staff to update City Code to reflect the necessary accommodations required for ample parking accessibility at senior centers.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 11.21.23

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cassandra Hernandez ~ 915.212.0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL

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

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to review parking accessibility at City senior centers to include the availability of wheelchair ramps and number of disabled parking spots and to direct the City Manager to direct staff to update City Code to reflect the necessary accommodations required for ample parking accessibility at senior centers.

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?

For over a year, users of the Jesse Moreno Happiness Senior Center located in District 3 have reached out to the City regarding the lack of parking accessibility, particularly in regards to the number of handicap parking spaces and ramps from the parking lot to the sidewalk. General speaking, given the age group, senior center users typically have more disabilities than that of other city facility users. There is a need for a review of the current accessibility parking standards of City senior center facilities.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No.

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?

To be identified by City Staff.

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1550, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action to approve a Resolution recognizing November as Epilepsy Awareness Month.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: November 21, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Representative Art Fierro, (915) 238-6842

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 4 Enhance El Paso's quality of life through recreational, cultural and educational environments.

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to approve a resolution recognizing November as Epilepsy Awareness Month.

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?

Epilepsy a neurological disorder marked by sudden recurrent episodes of sensory disturbance, loss of consciousness, or convulsions, associated with abnormal electrical activity in the brain. There are currently 292,900 Texans, 47,200 of those being under the age of 17, who have been diagnosed with epilepsy.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes, June 6, 2023 council recognized June as Post Traumatic Stress Disorder Month.

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

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

RESOLUTION

WHEREAS, Epilepsy the fourth most common neurological disorder that causes seizures and can affect anyone no matter what their race, gender, age, education or socioeconomic status; and

WHEREAS, There are currently 292,900 Texans, 47,200 of those being under the age of 17, who have been diagnosed with epilepsy; and

WHEREAS, The CDC reports one-third of people receiving treatment can still experience seizures highlighting the need to increase research and medical attention; and

WHEREAS, Acknowledging epilepsy is a diverse condition characterized by various types and manifestations of seizures is crucial for developing informed and compassionate communities; and

WHEREAS, Recognizing the month of November as Epilepsy Awareness Month provides a platform to educate people and address the challenges faced by those living with epilepsy and promotes inclusiveness for those navigating this medical condition

NOW, THEREFORE, BE IT RESOLVED, that the City of El Paso recognizes November as Epilepsy Awareness Month to emphasize the importance of support towards the individuals affected and remove the stigma.

APPROVED this ____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1552, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

Members of the City Council, Representative Alexandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Presentation by local non-profit Project Regeneración regarding their concept for the restoration of Duranguito.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 11/21/2023

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Chris Canales, 915-212-0008 and Rep. Alessandra Annello, 915-212-0002

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.

Presentation by local non-profit Project Regeneración regarding their concept for the restoration of Duranguito

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?

Local 501(c)(3) non-profit organization Project Regeneración requested to make a presentation to the City Council of their concept for the restoration of Duranguito.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

10/10/2023: EX2. 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.

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

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

DEPARTMENT HEAD:



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1319, 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.*

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: November 21, 2023
PUBLIC HEARING DATE: December 12, 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:

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

DEPARTMENT HEAD:



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 6th, 1996 and repealed via ordinance #016653 on June 5th, 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 5th, 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, 15th 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.

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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

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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
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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

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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

Yvette Hernandez	City Engineer
Daniela Quesada	City Architect
Alex Hoffman	Assistant Director of CID Planning
Joaquin Rodriguez	CID Grant Funded Programs Director
Appolonia Roldan	Urban Design Manager
Marcella Attolini	Urban Design Manager
Jonathan Robertson	Capital Planning Project Manager
Stephanie Barrios-Urrieta	Architectural Intern

PLANNING AND INSPECTIONS DEPARTMENT

Philip F. Etiwe	Director of Planning and Inspections
Kevin Smith	Assistant Director of Planning
Javier De La Cruz	Building Permits & Inspections Assist. Director
Luis Zamora	Chief Planner

ECONOMIC DEVELOPMENT DEPARTMENT

Elizabeth Triggs	Director of Economic and Intl Development
Karina Brasgalla	Economic Development Assistant Director

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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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.

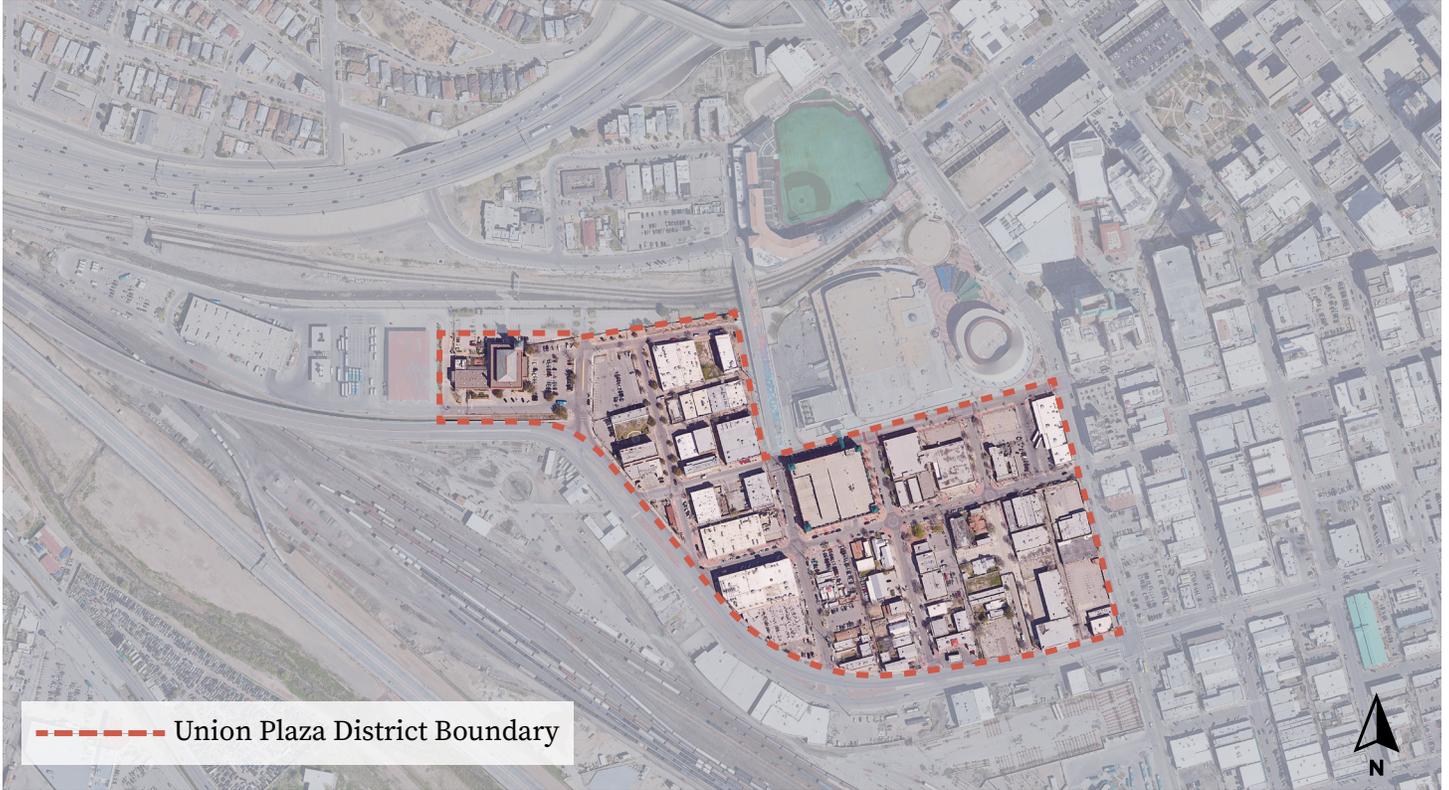


OBJECTIVES

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.

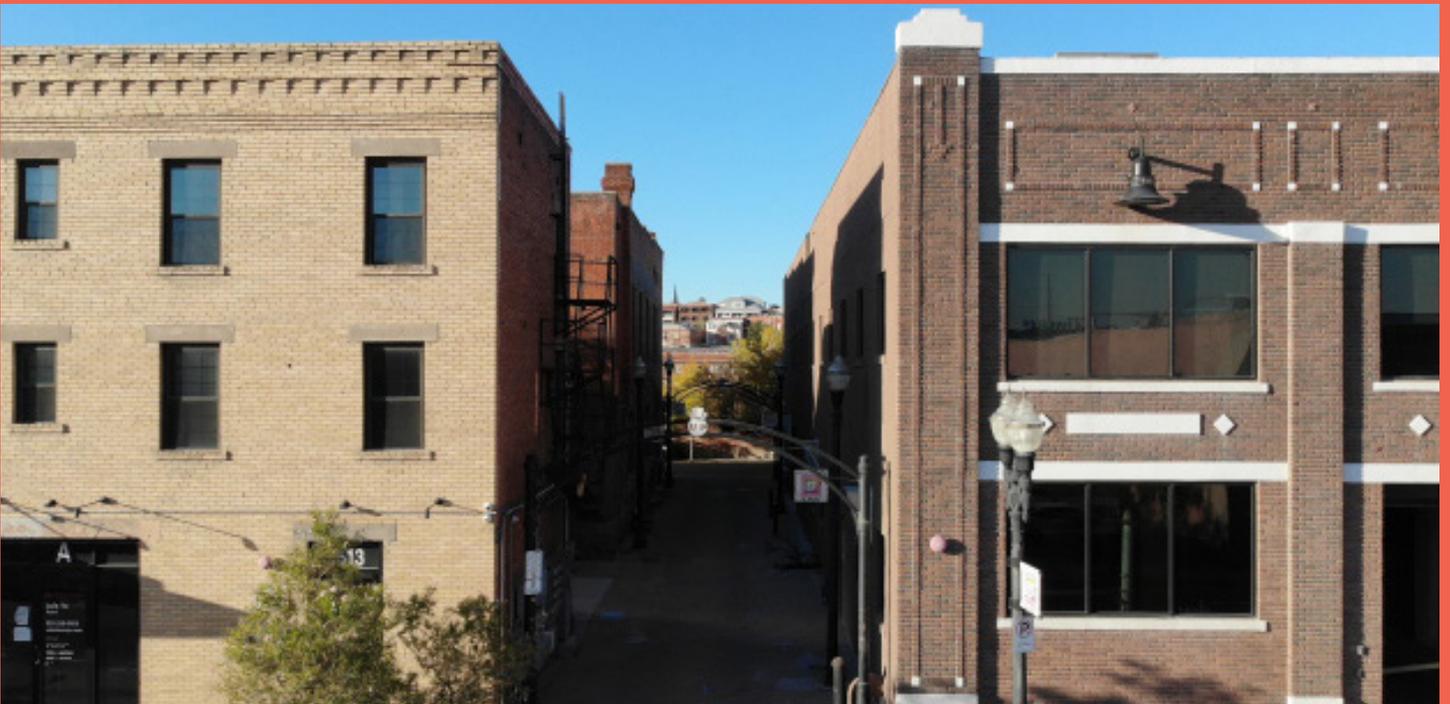
Union Plaza District Boundary



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.

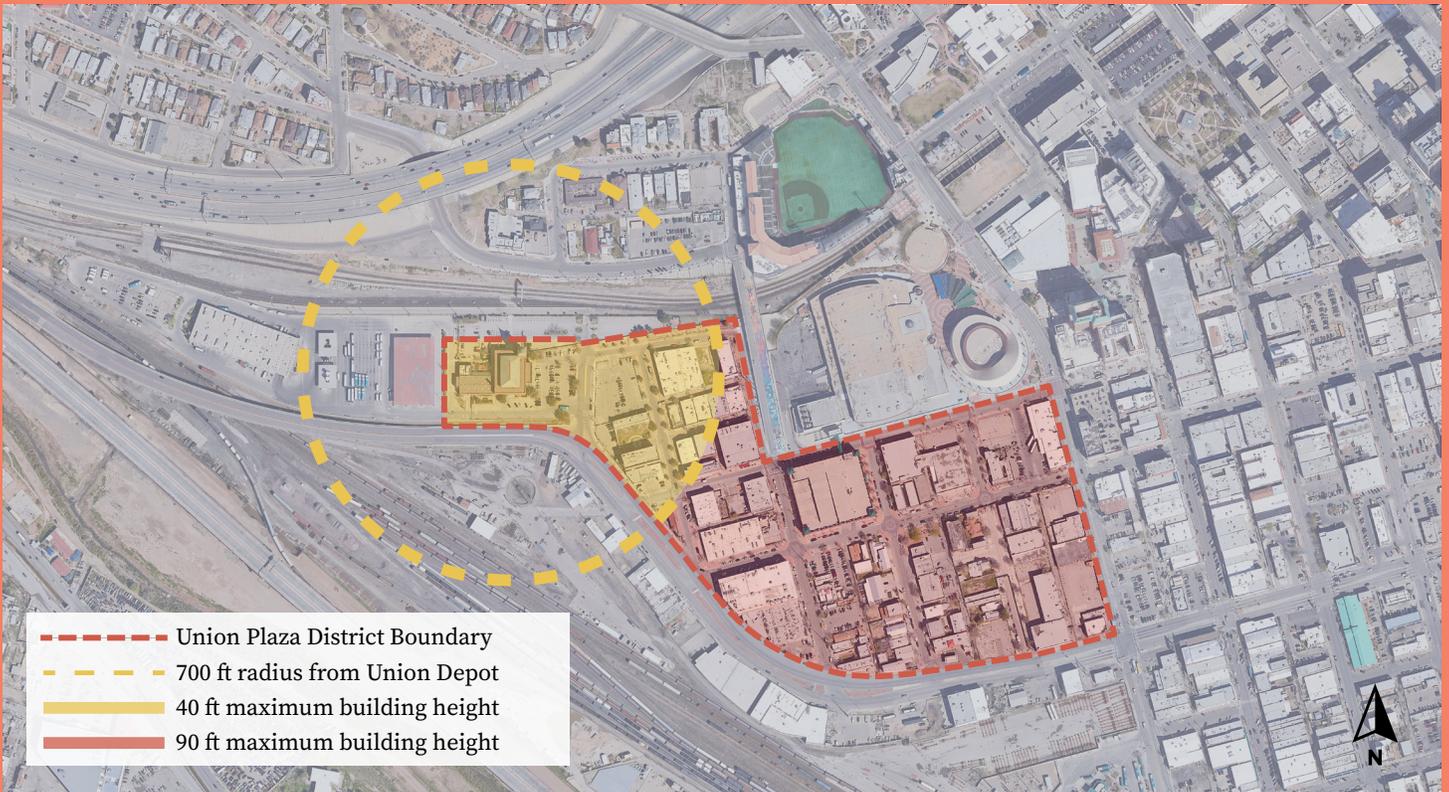


SITE DEVELOPMENT

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.



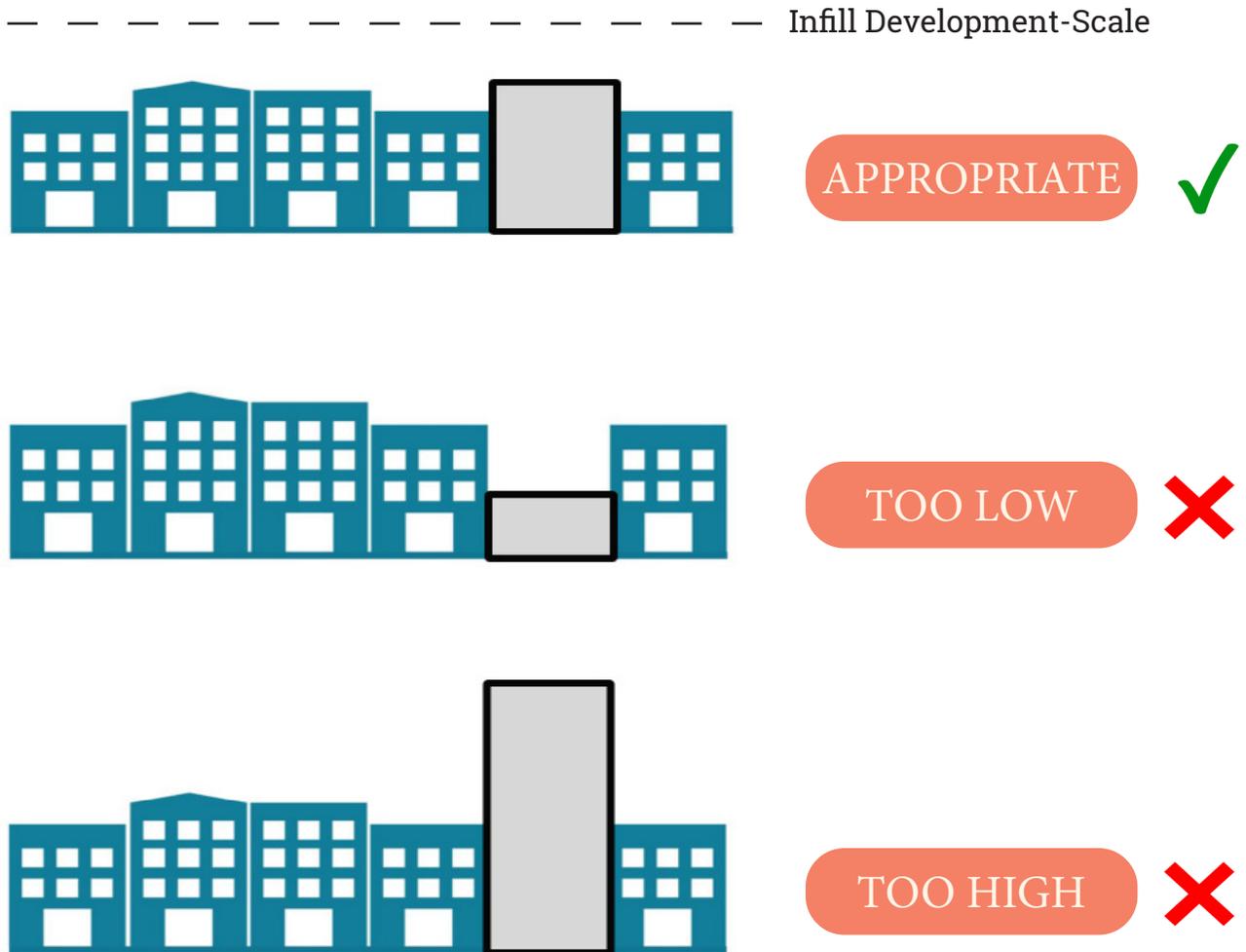
SITE DEVELOPMENT

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.

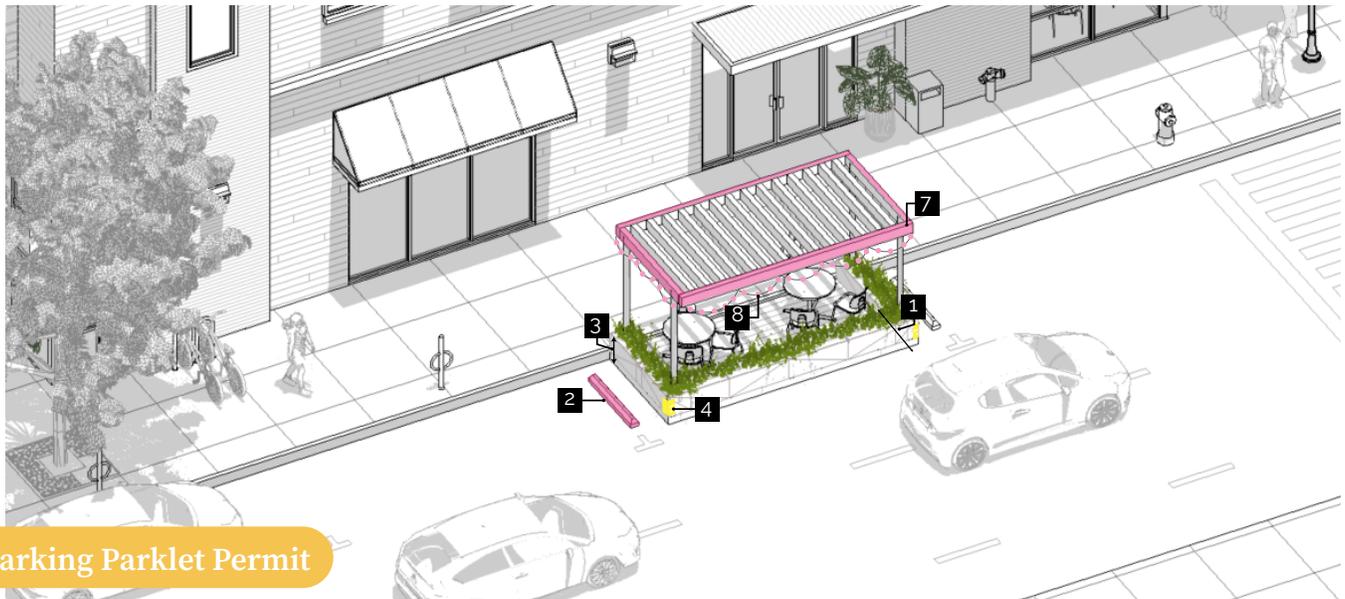
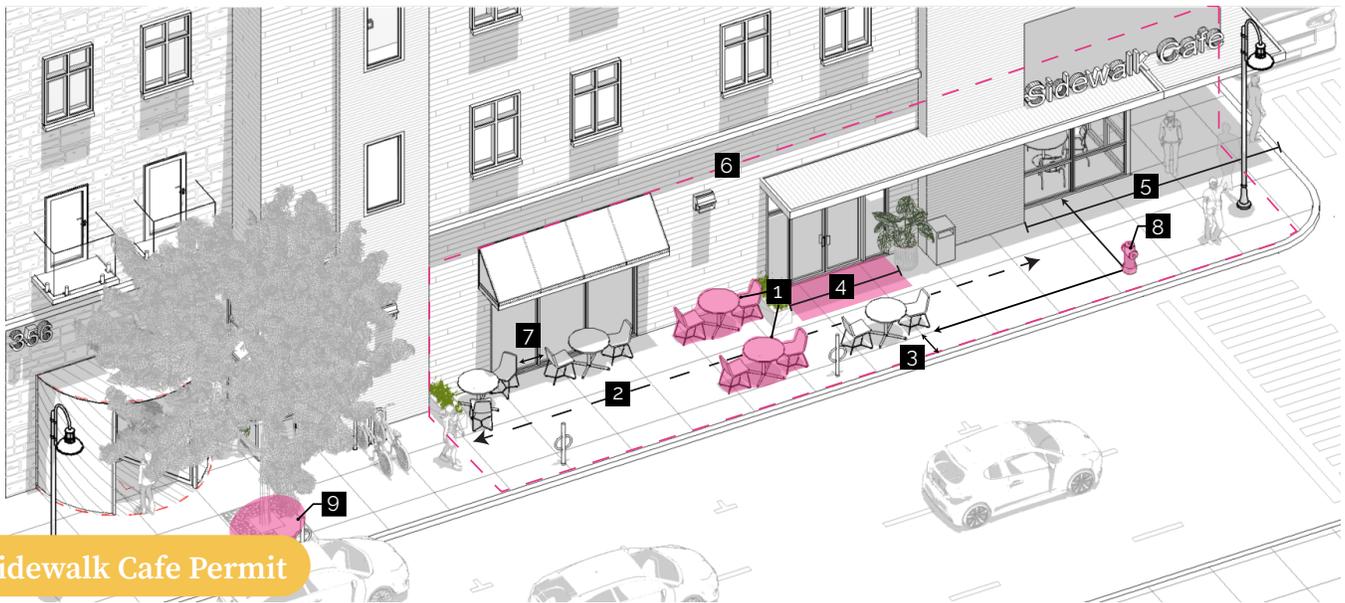
Period light fixtures should be installed on all sidewalks, alleys, open spaces and building facades with the owner's permission, and security lighting in alleys and parking lots. Scone lighting is permitted. Neon lighting and fiber optics may be used on building fronts as logos, accents, and signs inside 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.

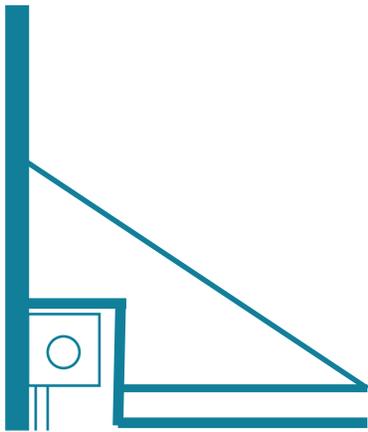
Specific design and locations regulations for fences and screening walls shall follow the requirements in [Sections 21.50.070\(F\)\(5\)](#) of the El Paso City Code.



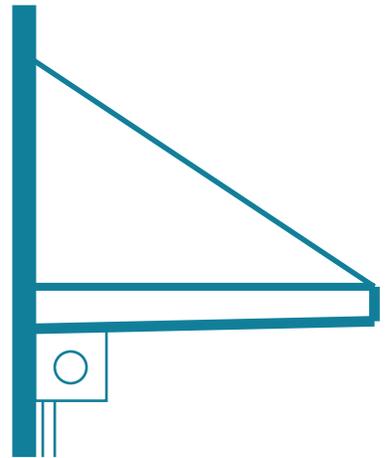
SITE DETAILS

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 ✗

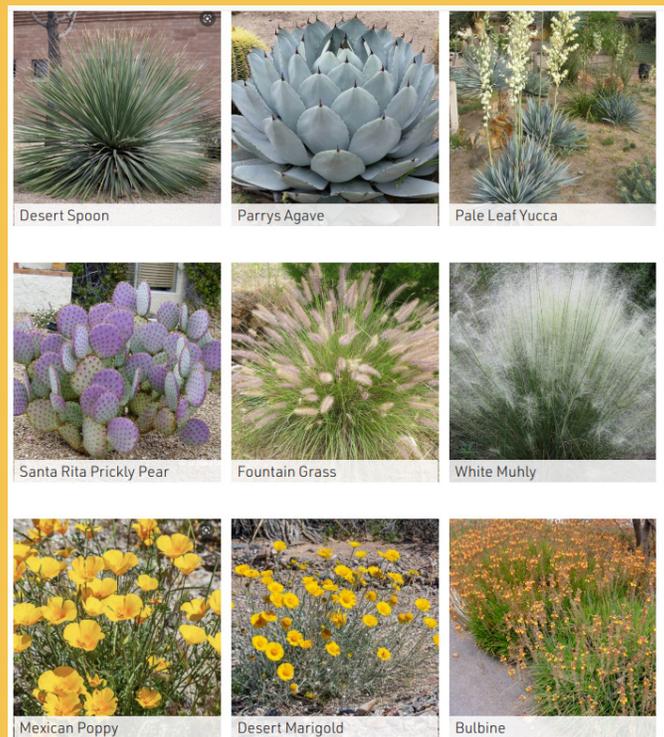
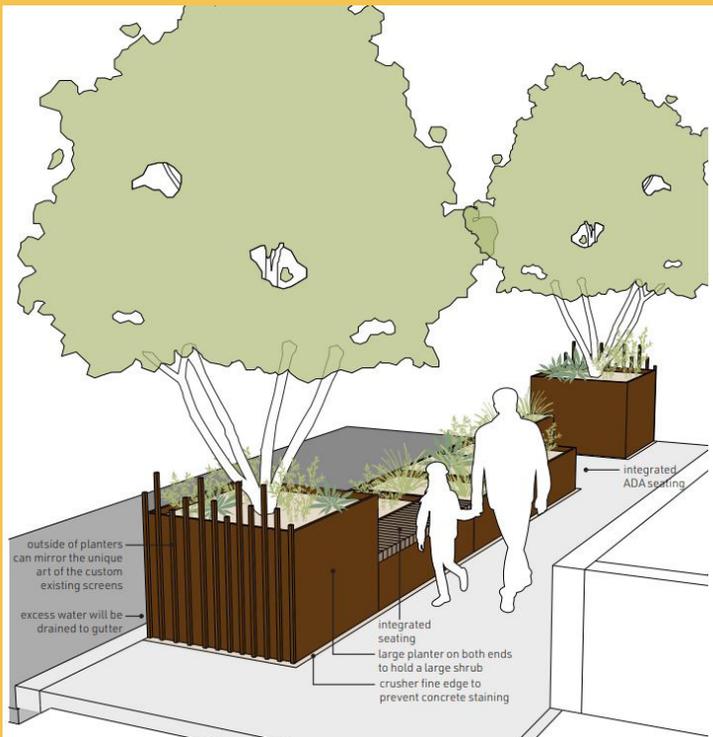


SITE DETAILS

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



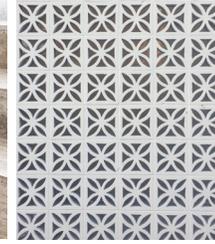
Stone cladding



Terra cotta



Natural stone



Breeze blocks

Metals



MCM - metal composite materials



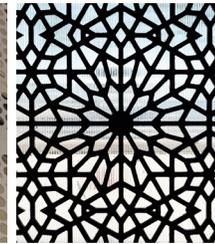
Structural metal framing/steel framing



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

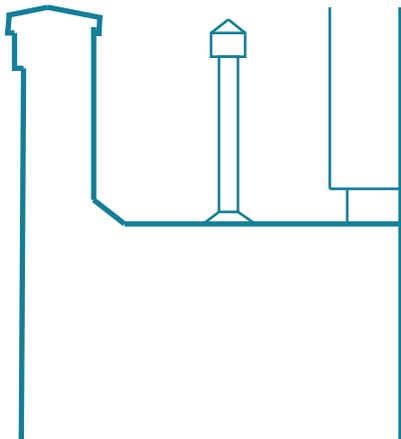
ROOFS

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.

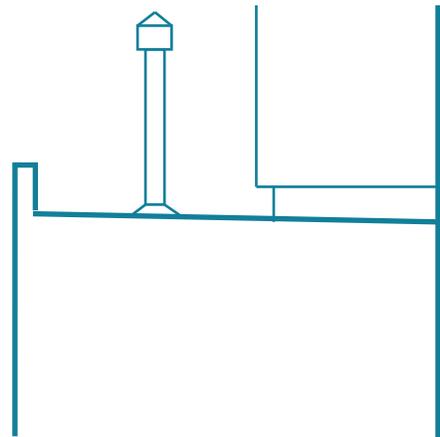
CHIMNEYS AND VENTS

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.

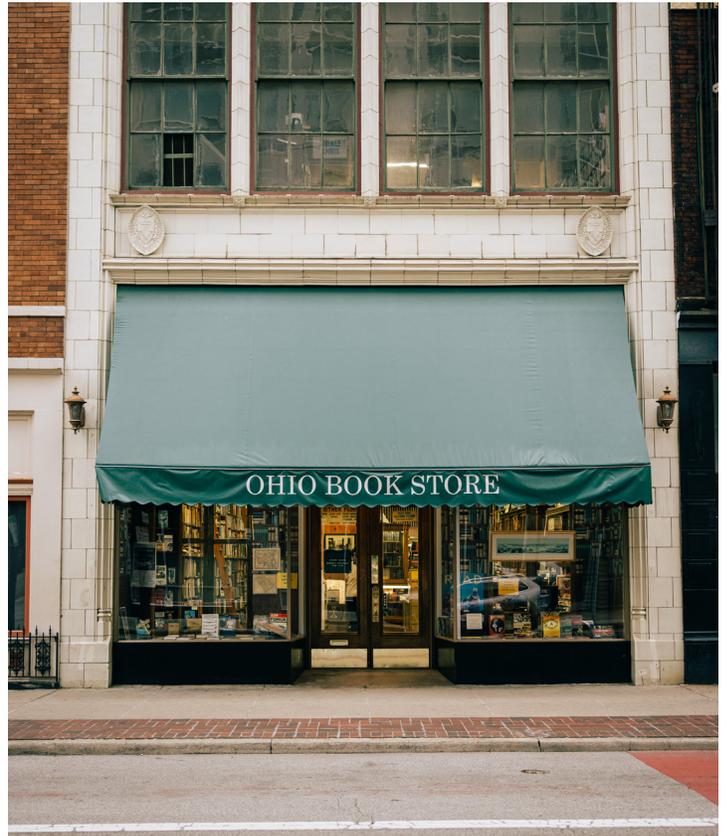


AWNINGS AND CANOPIES

- 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

COLOR AND DESIGN

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.



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.

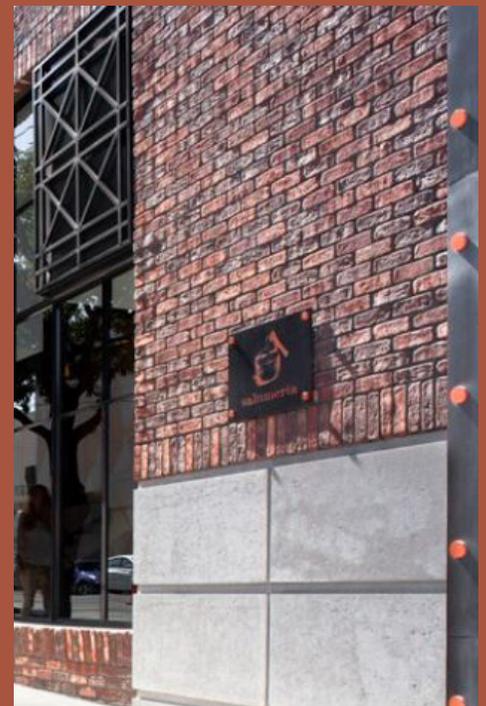
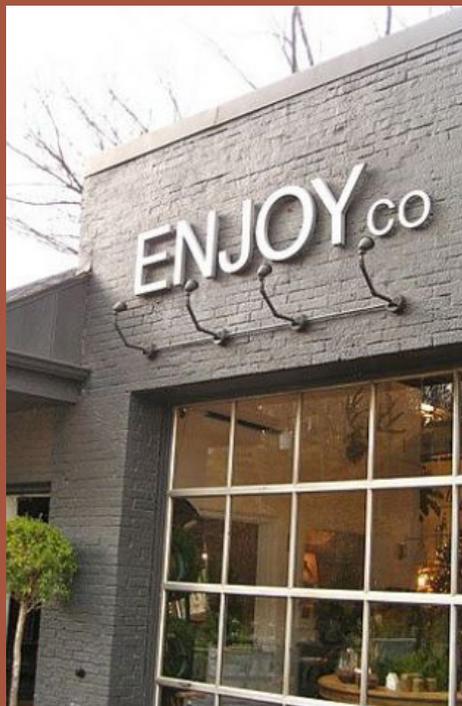


SIGNS

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
 OSSHhelp@elpasotexas.gov

WHAT IS A PRE-SUBMITTAL REVIEW?

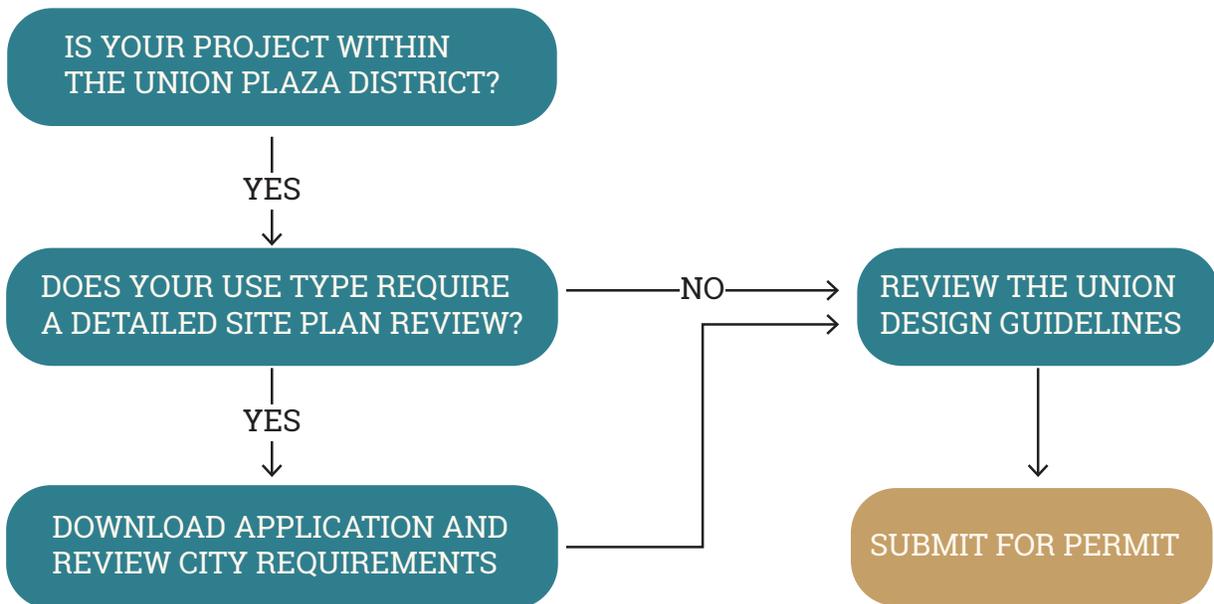
The pre-submittal review offers you and your team the opportunity to meet with City staff from various disciplines and ask questions about site requirements and construction code criteria. We use the pre-submittal review to identify the options you have moving forward with your project, helping you avoid 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



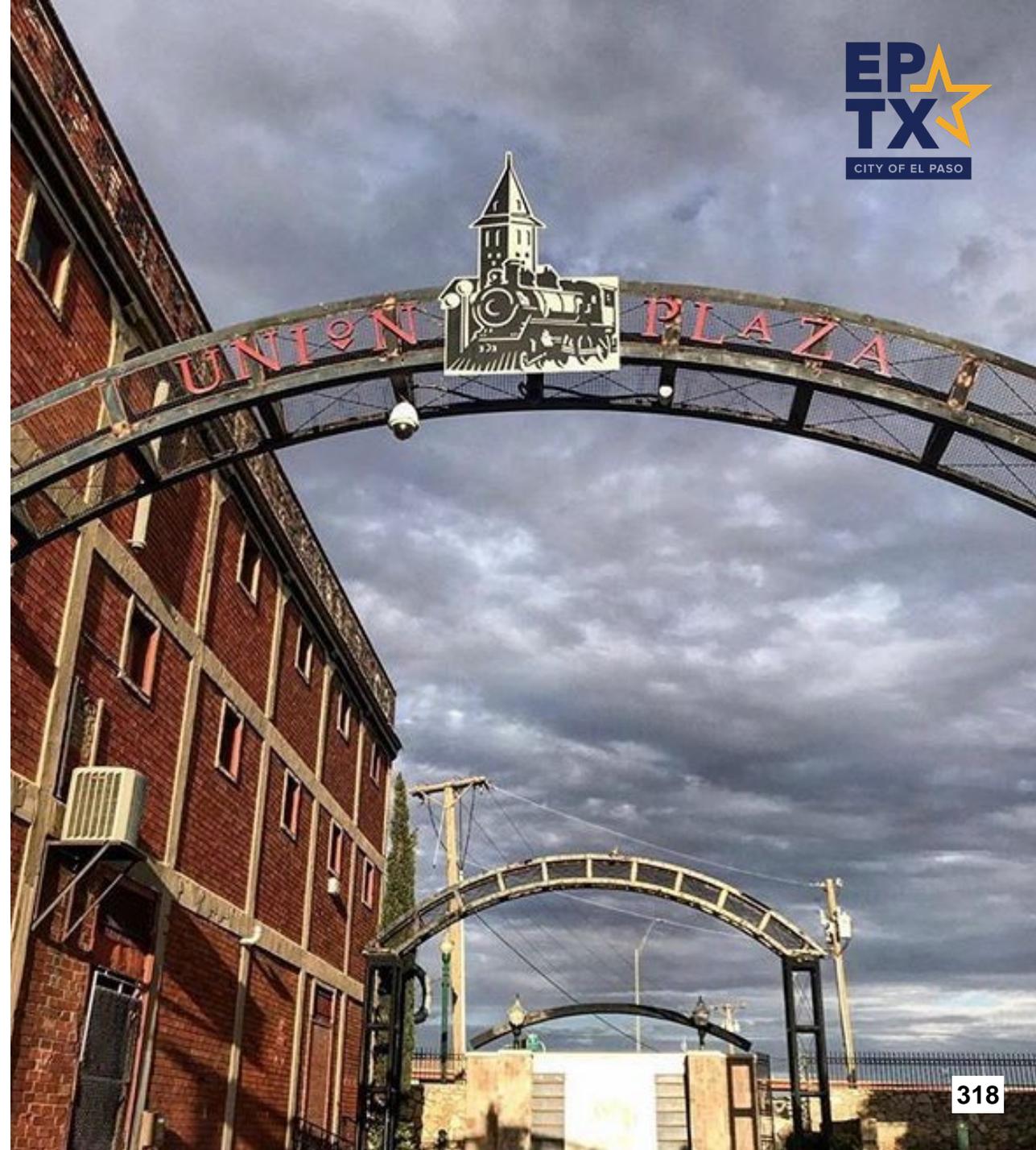
UP



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, during the 'blue hour' of dusk. The sky is a mix of deep blue and light orange. The building's windows are illuminated from within, casting a warm glow. The building has a classic architectural style with a decorative cornice. In the foreground, there are silhouettes of trees and people walking on a sidewalk, suggesting a vibrant urban environment.

GOALS:

UNION PLAZA REVITALIZATION & ongoing studies/efforts:

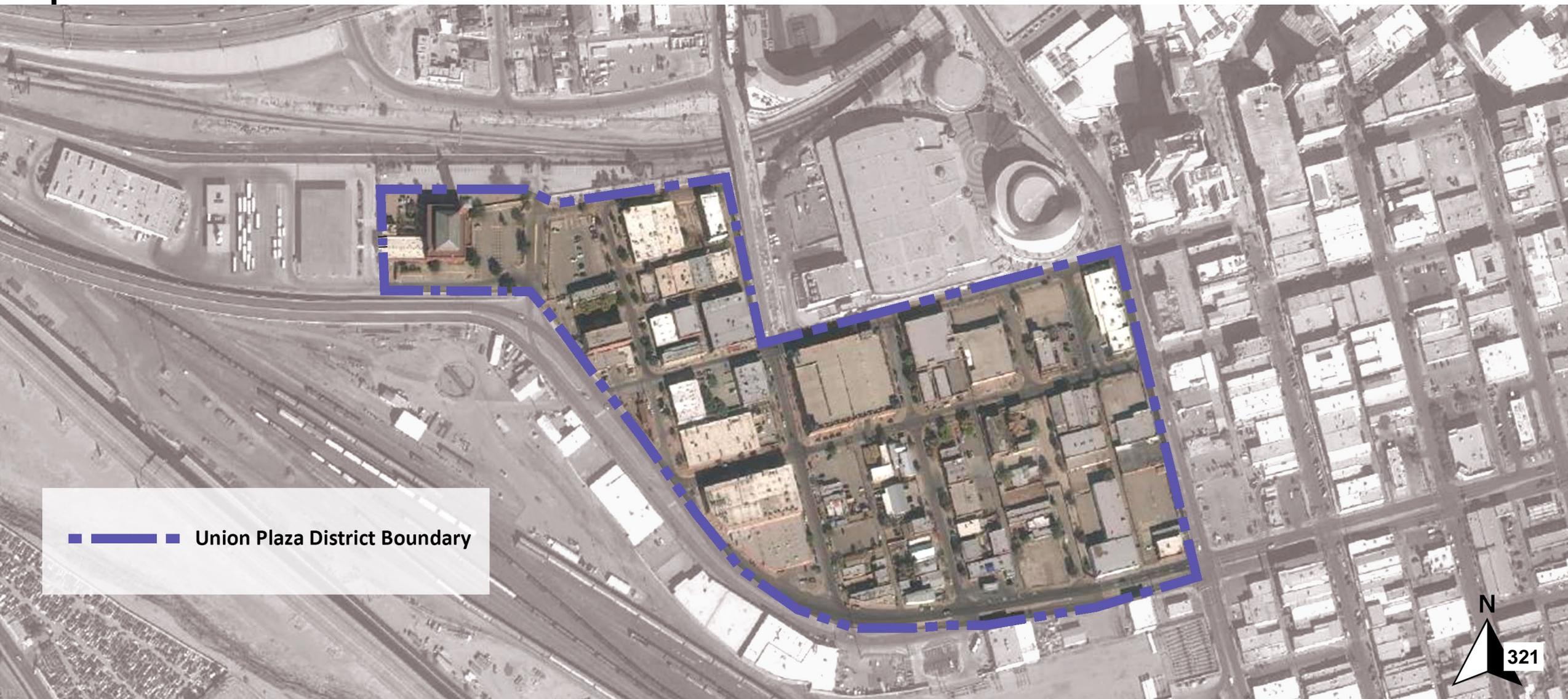
- Supports infill development and increased density w/ **uptown downtown plan & infill policy**
- Promotes connectivity/walkability between downtown neighborhoods w/ **downtown street tree plan & alley activation**
- Leverages **existing investments and economic development programs** to continue growth and revitalization

I. PRELIMINARY ASSESSMENT:

Detailed inventory of existing
buildings and conditions



UNION PLAZA DISTRICT BOUNDARY MAP



— — — — — Union Plaza District Boundary



6 **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



UP

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



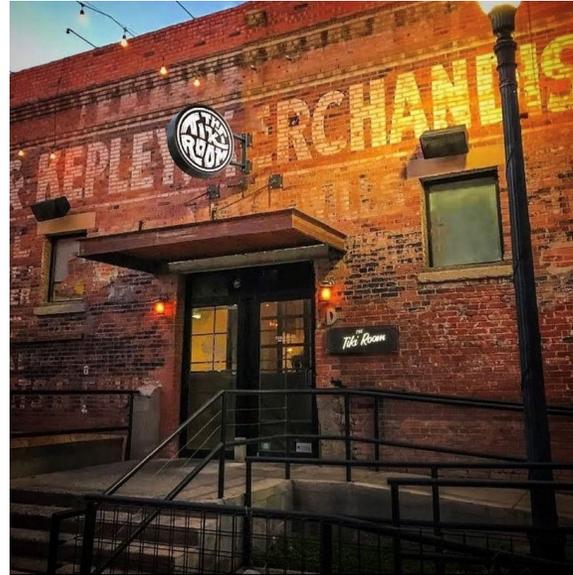
Wayfinding and Urban Design Guidelines

- 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



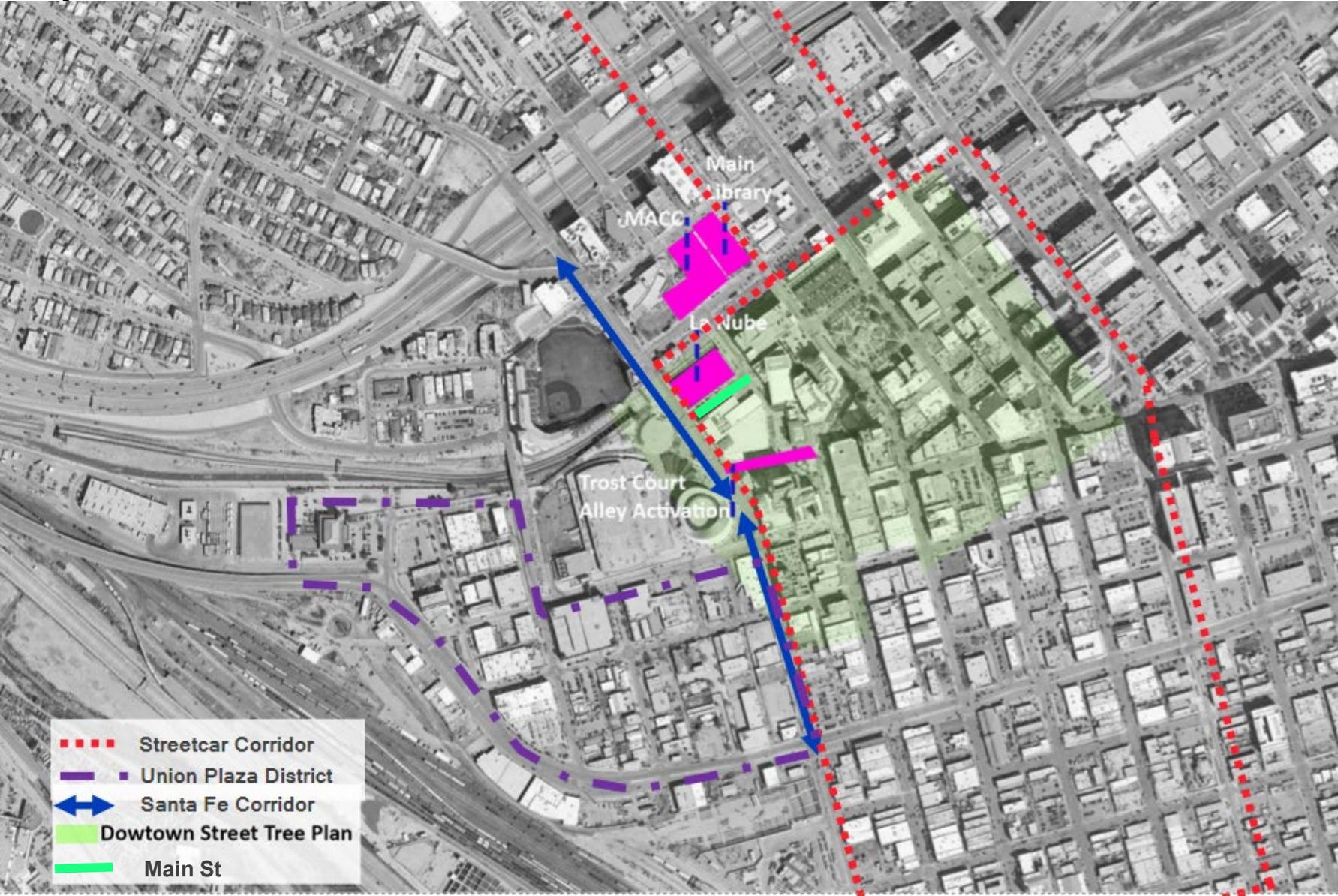
DOWNTOWN PROJECT INTEGRATION

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

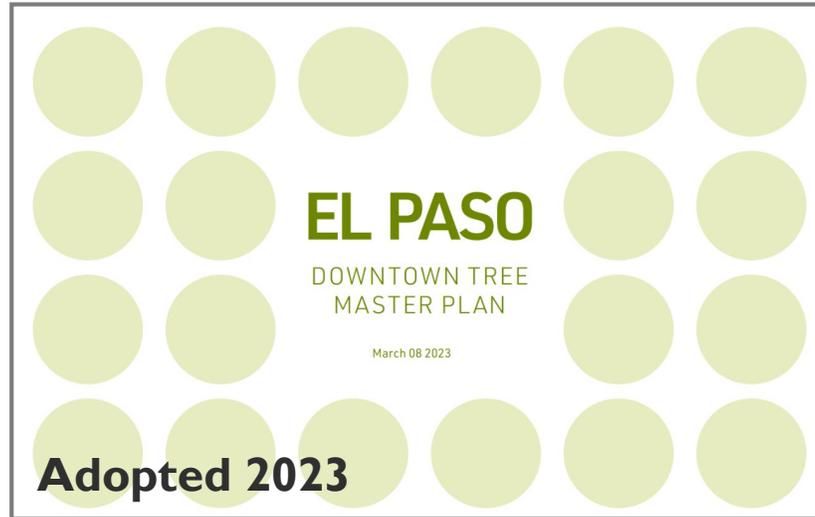
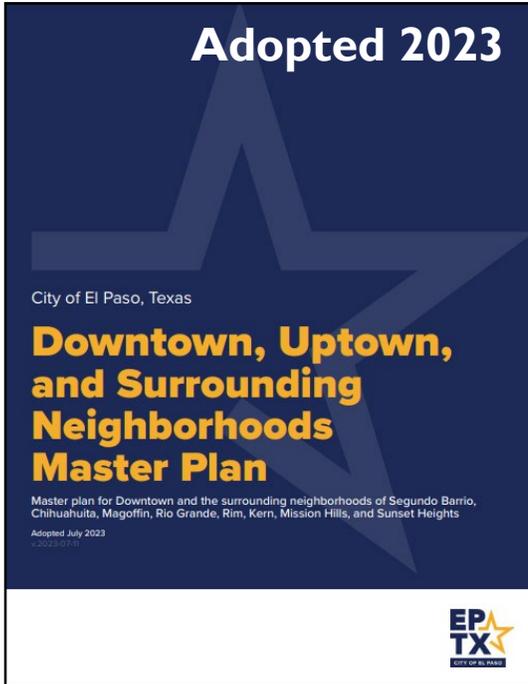


DOWNTOWN PROJECT INTEGRATION MAP



DOWNTOWN PROJECT INTEGRATION

Union Plaza District Boundary: Capital Improvement Planning Efforts





4. UNION PLAZA ARCHITECTURAL & DESIGN GUIDELINES

Review Process & Handbook



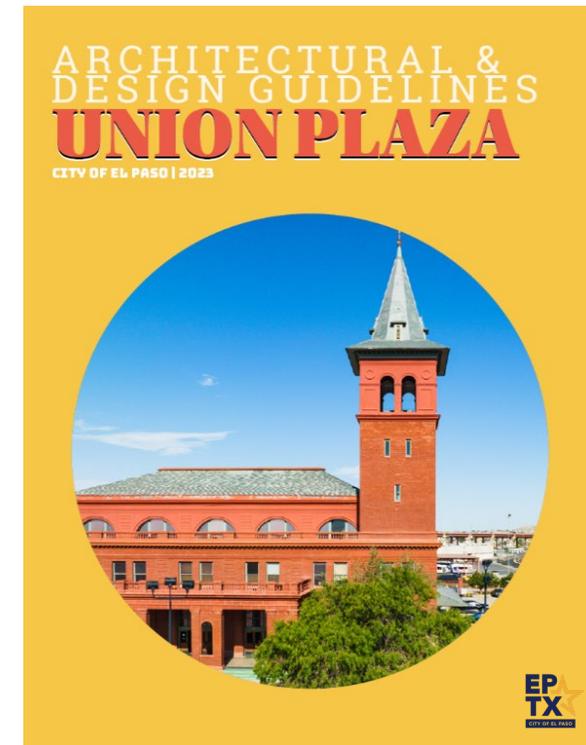
UP

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



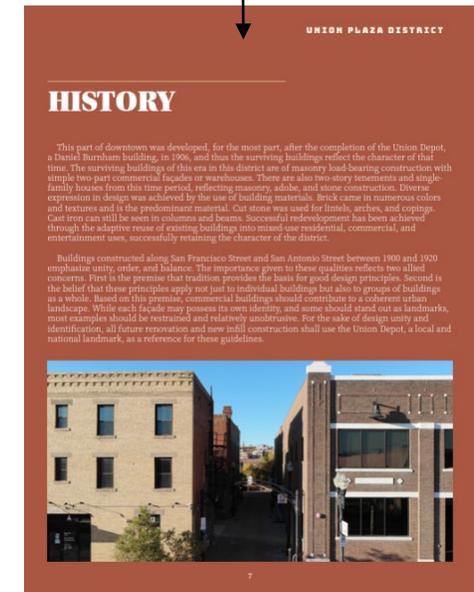
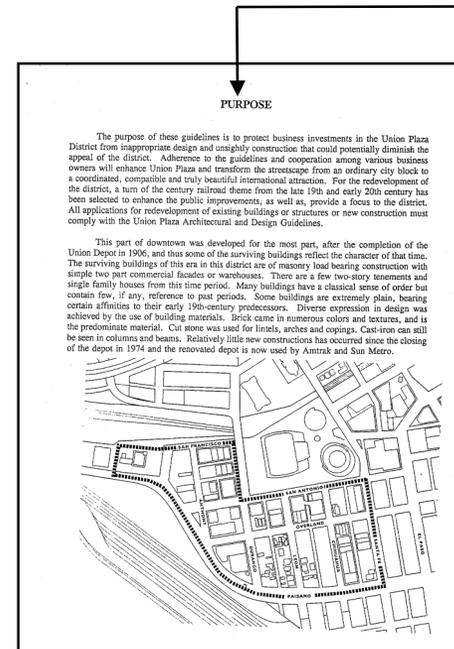
2023

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

CATTLE Co.

THANK YOU Q&A



Legislation Text

File #: 23-1510, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

Economic and International Development, Karina Brasgalla, (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.

An Ordinance authorizing the City Manager to sign a contract of sale with Worldwide LLC, a Delaware Limited Liability Company for the sale of approximately 1,039 acres of property situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas; known as tax parcels 78427 And 13470.

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

AGENDA DATE: November 21, 2023

PUBLIC HEARING: December 4, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212 - 1570
Elizabeth Triggs, (915) 212 - 0094

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

An ordinance authorizing the City Manager to sign a contract of sale with Wurldwide LLC, a Delaware limited liability company for the sale of approximately 1,039 acres of property situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas; Known As Tax Parcels 78427 And 13470.

BACKGROUND / DISCUSSION:

This ordinance would authorize the City Manager to effectuate the sale of 1,039 acres of City-owned property located in Northeast El Paso, North of Stan Roberts Sr. Ave. and West of US Highway 54. The purchase price is set at \$8,156.25 per acre.

Section 253.0125 of the Texas Local Government Code authorizes a municipality to transfer real property with an entity that has entered into a Chapter 380 economic development agreement. Under the proposed terms of the 380 Agreement, Wurldwide LLC will make certain real and personal property improvements necessary to establish a data center. Total estimated costs to be invested by Wurldwide LLC for real and personal property improvements is \$800,000,000.

Note that under Section 7.6 of City Charter, the proceeds from the sale of capital assets shall be used for the purchase of other capital assets or to retire bonded debt.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT OF SALE WITH WURLDWISE LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR THE SALE OF APPROXIMATELY 1,039 ACRES OF PROPERTY SITUATED IN SECTION 3, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT NO. 2381 AND SECTION 4, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD SURVEY, ABSTRACT NO. 9862, CITY OF EL PASO, EL PASO COUNTY, TEXAS FURTHER BEING PORTIONS OF TRACTS OF LAND DESCRIBED IN DEEDS TO CITY OF EL PASO RECORDED IN VOLUME 1176, PAGE 504, AND VOLUME 1186, PAGE 178, DEED RECORDS, EL PASO COUNTY, TEXAS; KNOWN AS TAX PARCELS 78427 AND 13470.

WHEREAS, the City of El Paso (“**City**”) is a municipal corporation organized and existing under the laws of the State of Texas and is the owner of approximately 1,039 acres of property situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in the deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas; known as Tax Parcels 78127 and 13470 (the “**Property**”); and

WHEREAS, the City entered into a Chapter 380 Economic Development Program Agreement (the “**380 Agreement**”) with Worldwide LLC, a Delaware limited liability company (“**Company**”) on the 4th day of December, 2023 in order to facilitate the establishment of a hyperscale data processing center, as defined in Title 20 of the El Paso Municipal Code, which will contribute to the creation and growth of a regional information and data value chain, creating opportunities in highly related sectors and technologies, including highly specialized advanced manufacturing and clean energy opportunities, while also diversifying and expanding the local tax base and creating quality job opportunities, both directly and indirectly; and

WHEREAS, Section 253.0125 of the Texas Local Government Code (the “**Code**”) authorizes a municipality that has entered into an economic development agreement with an entity, as authorized by Chapter 380 of the Code, to transfer to that entity real property or interest in real property for consideration; and

WHEREAS, such consideration must be provided in the form of an agreement between the parties that requires the entity to use the property in a manner that primarily promotes a public purpose of the municipality relating to economic development (the “**Contract of Sale**”); and further requires that the Contract of Sale include provisions under which the municipality is granted sufficient control to ensure that the public purpose is accomplished and the municipality receives the return benefit; and

WHEREAS, the City Council has found that the conveyance of the City’s Property to the Company is in the public interest because it will facilitate the creation and growth of a regional information and data

value chain, creating opportunities in highly related sectors and technologies, while also diversifying and expanding the local tax base and creating quality job opportunities; and

WHEREAS, the Contract of Sale and related Chapter 380 Agreement between the City and Company provide provisions under which the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

That the City Manager is authorized to sign, on behalf of the City of El Paso, the Contract of Sale between the City and Company, for the sale of approximately 1,039 acres of real property situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in the deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas; known as Tax Parcels 78127 and 13470; and that the City Manager is further authorized to sign all documents necessary to effectuate this transaction, as approved by the City Attorney’s Office.

PASSED AND ADOPTED on this the _____ day of _____, 2023.

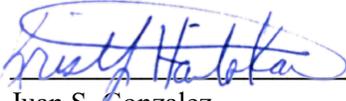
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

 /for/ _____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

 _____
Elizabeth K. Triggs, Director
Economic & International Development

ORDINANCE NO. _____
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to enter upon all or any part of the surface of the Property for purposes of exploring for, mining, drilling, producing, transporting, marketing, storing or any other purposes incident to the development or the production of the Groundwater. Seller may only produce such Groundwater from land adjacent to the Property, provided that such production does not interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property, and further provided that the drilling for such Groundwater shall enter the Property at a depth greater than 400 feet.

- B. **ECONOMIC DEVELOPMENT PROGRAM AGREEMENT.** Seller and Buyer entered into a Chapter 380 Economic Development Program Agreement authorized by Chapter 380 of the Texas Local Government Code on the 4th day of December, 2023 (the “**380 Agreement**”) to facilitate the establishment of a hyperscale data processing center, as defined in Title 20 of the El Paso Municipal Code, which will contribute to the creation and growth of a regional information and data value chain, creating opportunities in highly related sectors and technologies, including highly specialized advanced manufacturing and clean energy opportunities, while also diversifying and expanding the local tax base and creating quality job opportunities, both directly and indirectly. Seller and Buyer agree that the purposes for which the Property will be developed and used is consistent with the purposes of the 380 Agreement and will further the public purpose of the municipality relating to economic development, and thus Seller has concluded that the conveyance of the Property is permitted as authorized by Section 253.025 of the Texas Local Government Code.

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

- A. **PURCHASE PRICE.** The Buyer will pay the Seller a total amount of **\$8,156.25** per acre or portion thereof for each acre included in the Property (“**Purchase Price**”). As of the Effective Date, Buyer has commissioned at Buyer’s expense a survey for the purpose of determining the land area of the Property and shall, prior to the end of the Inspection Period, as described by Section 4(C)(1) of this Agreement, provide Seller a copy of same. The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Buyer (“**Title Company**”) at the Closing of this Agreement.
- B. **ACCESS DEPOSIT.** As of the Effective Date, Buyer has previously deposited **\$333,600** to Seller (“**Access Deposit**”), pursuant to the terms and conditions of that certain Temporary Right of Entry dated April 18, 2022 (as amended, the “**Access Agreement**”). Buyer and Seller irrevocably stipulate and agree that the Access Deposit shall constitute adequate consideration of Seller’s execution and delivery of this Agreement and for Buyer’s right to review and inspect the Property. If the sale of the Property is in accordance with the provisions in this Agreement, then the Access Deposit shall be credited against the Purchase Price of the Property at Closing.
- C. **TITLE COMPANY.** The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** To the best of the Seller’s knowledge the Seller warrants to the Buyer that:
1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 2. No leasehold rights or interests have been granted and are currently in effect involving the

Property and Seller is in exclusive possession of the entire Property and no other party occupies any portion of the Property or has any valid claim or interest in possessing the Property or any portion thereof, whether by reason of agreement, lease, farm lease or license, cell phone tower lease, adverse possession, prescriptive easement or establishment of a boundary by acquiescence;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;
4. There are no claims, actions, or legal proceedings pending before any judicial or quasi-judicial body, and there is neither threat thereof nor any basis therefor, with respect to the Property (or any portion thereof);
5. The Seller has not received any notices of (i) condemnation or taking of all or any portion of the Property by eminent domain, or (ii) with the exception of water and wastewater impact fees as authorized by Chapter 15.22 of the El Paso Municipal Code and adopted pursuant to Chapter 395 of the Texas Local Government Code, special assessments that would affect the Property;
6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property;
7. The Property is in compliance with all existing laws, rules, regulations, ordinances and orders of all federal, state and local authorities having jurisdiction over the Property;
8. Seller has not received any written or oral communication alleging that, with respect to the Property, Seller is in violation of any environmental law; and
9. Seller has provided Buyer with all material documents in its possession relating to the Property, and such documents do not contain any untrue statement of a material fact or fail to state a material fact necessary to make the statements contained therein not materially misleading.
10. LIMITATIONS ON WARRANTY The warranties provided in this section of the Agreement will survive for one year following the date of conveyance as shown in the executed Special Warranty Deed signed by the Seller. Except for the warranties made above and in the Special Warranty Deed executed by the Seller, the Buyer agrees that the conveyance of the Property is an "as is, where is and with all faults" transaction and that the Seller disclaims all other warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any warranties pertaining to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos). Notwithstanding anything to the contrary in this Agreement, the Seller shall have no liability for breaches of any representations, warranties and certificates which are made by the Seller in this Agreement or in any of the documents or instruments required to be delivered by Seller under this Agreement if the Buyer or its employees, managers, contractors or agents ("Buyer Parties") had knowledge of such breach at Closing where Buyer elects to proceed to close the transaction contemplated by this Agreement. Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such Seller's representations of which the Buyer Parties had knowledge prior to Closing, but Buyer's remedies shall be as set forth in this Agreement. The terms and provisions of this Section survive the Closing.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 10 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, to the extent such items are in Seller's possession or control or in the possession or control of Seller's agents, auditors, independent contractors or representatives:
 - a. Any "as-built" plans for any improvements on the Property, if any;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land;
 - c. All environmental reports of the Property and the improvements on the Property; and
 - d. All documents and information regarding the Property, including without limitation, all surveys, plats and plans, drawings and specifications (including without limitation, CAD drawings and aerial photographs), title commitments, title policies, prior title abstracts, insurance information, property condition and/or environmental reports, leases, agreements, and other materials, books and records pertinent to the ownership, operation, occupancy, use, or management of the Property.
2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. Seller shall not (i) directly or indirectly lease, sell, franchise, assign or create any right, title or interest whatsoever in or to the Property (including entering into any occupancy agreement), (ii) take any action, create, commit, permit to exist or suffer any acts which would (A) give rise to a variance from the current legal description of the Property, except as expressly provided herein (and in no event may the size of the Property or boundaries thereof be changed), or (B) cause the creation of any lien, charge or encumbrance, or (iii) enter into any agreement to do any of the foregoing without Buyer's prior written consent (which consent may be withheld in Buyer's sole and absolute discretion). Seller shall promptly notify Buyer of any change in any condition with respect to the Property or any portion thereof or of any event or circumstance of which Seller obtains knowledge after the Effective Date which (i) materially, adversely affects the Property or any portion thereof or the use or operation of the Property or any portion thereof, (ii) makes any representation or warranty of Seller to Buyer under this Agreement untrue or misleading, or (iii) makes any covenant or agreement of Seller under this Agreement incapable or less likely of being performed, it being expressly understood that Seller's obligation to provide information to Buyer under this Section shall in no way relieve Seller of any liability for a breach by Seller of any of its representations, warranties, covenants or agreements under this Agreement.
4. Except as otherwise specifically set forth herein, Seller shall not take any actions with respect to the development of the Property without Buyer's prior written consent. Seller hereby agrees to cooperate with Buyer (including, if necessary or helpful, through the execution of applications, owner's affidavits, and other documents) in Buyer's efforts to obtain such governmental approvals, including approval of any rezoning of the Property as a planned unit development or otherwise, special use permits, variances and waivers of development standards, site plan approval, design reviews, platting and subdivision approval and other approvals as Buyer deems necessary or appropriate to permit Buyer to develop and/or operate the Property as Buyer wishes. Seller shall, at Buyer's cost, reasonably cooperate with Buyer and any municipality or utility in obtaining the appropriate extension of required utility services to the Property. At the request of Buyer, Seller agrees to appear at public hearings, city staff meetings or other meetings related to Buyer's development activities. Seller shall not, without

Buyer's prior written consent, which consent shall be in Buyer's sole discretion: (i) execute or otherwise agree to any deed restrictions, restrictive covenants or other documents affecting the use of all or any portion of the Property, (ii) establish or consent to the establishment of any special association, community association, property owners' association, architectural control committee or any other such committee having jurisdiction over all or any portion of the Property, (iii) apply for or consent to any change or modification with respect to the zoning, development or use of any portion of the Property; (iv) consent to any special assessment affecting the Property, or (v) make any public comment regarding the Property except as explicitly set forth in Section 7(E).

5. Neither Seller nor any person acting on behalf of Seller shall offer, entertain, solicit or negotiate with respect to any inquiries or proposals relating to the possible direct or indirect acquisition of the Property or any portion thereof (or any other form of transaction having a similar effect) or make any information about the Property or any portion thereof available (for purpose of sale or finance) to any person other than Buyer during the term of this Agreement.
6. The Seller is responsible for Seller's share of all closing costs related to this transaction ("**Closing Costs**"). For purposes of this Agreement, Closing Costs include, but are not limited to, the following:

COST	RESPONSIBLE PARTY
Title Commitment required to be delivered pursuant to Section 4(C)(2)	Buyer
Basic premium for Title Policy required to be delivered pursuant to Section 4(C)(2)	Seller
Premium for any upgrade of Title Policy for any extended or additional coverage and any endorsements desired by Buyer, any inspection fee charged by the Title Company, tax certificates, municipal and utility lien certificates, and any other Title Company charges	Buyer
Costs of Survey and/or any revisions, modifications or recertifications thereto	Buyer
Recording fees	Seller
Any escrow fee charged by Escrow Agent for holding the Earnest Money or conducting the Closing	Buyer: ½ Seller: ½
All other closing costs, expenses, charges, and fees	Buyer

C. RIGHTS.

1. The Buyer may select the Title Company that will assist with the sale of the Property. Either party may forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. As consideration for Seller's agreement to sell the Property to Buyer and Seller's cooperation with Buyer as set forth in Section 3(b)(4) above, Buyer agrees to Develop (defined below) the Property within 5 years of the Closing (the "**Development Deadline**"). Notwithstanding the foregoing, Seller is authorized to issue a letter to Buyer to extend the Development Deadline for up to an additional year in Seller's sole discretion. For purposes of this section, "**Develop**" shall mean (a) funding, commencing, and completing construction of the Stan Roberts Sr. Ave. Improvements pursuant to the terms set forth in the 380 Agreement; and (b) funding and commencing construction of infrastructure improvements to the site in the form of roads, electric connections, water connections, sewer connections, or fiber optic connections; and/or funding and commencing on-site construction activities such as grading, landscaping, soil stabilization, or drainage; and (c) expending at least \$5,000,000.00 in the construction of said improvements and/or on-site construction activities identified in Subsection (b) of this paragraph. If Buyer fails to Develop the Property on or before the Development Deadline, Seller shall have the right, as its sole and exclusive remedy, to elect either to (a) repurchase the Property from Buyer (the "**Springing Repurchase Right**"), in accordance with the terms and conditions set forth herein, or (b) demand payment of liquidated damages in an amount equal to \$5,000,000.00 ("**Liquidated Damages**," and collectively with the Springing Repurchase Right the "**Seller Election Remedies**"). No later than 60 days after the Development Deadline, Buyer shall provide Seller evidence that Buyer has Developed the Property in accordance with this Agreement (the "**Development Report**"). If, in the Seller's reasonable determination, Buyer has not Developed the Property by the Development Deadline, then within 30 days after receipt of the Development Report, Seller shall give written notice to Buyer of Buyer's failure to timely Develop the Property ("**Development Remedies Notice**"). Buyer shall have a period of sixty (60) days ("**Development Cure Period**") to either negotiate with Seller a revised development plan for the Property to be memorialized by a separate written agreement ("**Revised Development Plan**") or provide sufficient evidence of Development. If, in Seller's sole discretion, Buyer provides sufficient evidence to Seller that Buyer has Developed the Property, or if Buyer and Seller enter into a Revised Development Plan, then Seller's right to exercise the Seller Election Remedies shall terminate and Seller shall have no further remedies hereunder. If Buyer fails to Develop the Property within the Development Cure Period, then within 30 days after the expiration of the Development Cure Period, Seller shall give a second written notice to Buyer (the "**Second Notice**") informing Buyer that Seller is electing either the Springing Repurchase Right or the Liquidated Damages. If Seller elects the Springing Repurchase Right in the Second Notice, the notice shall set forth the closing date on which Seller shall take title to the Property pursuant to special warranty deed (the "**Repurchase Closing Date**"), provided that the Repurchase Closing Date shall be no earlier than 30 days and no more than 90 days after Buyer's receipt of the Second Notice. Upon the Repurchase Closing Date, Seller shall pay to Buyer, by wire transfer of valid funds, an amount equal to 100% of the Purchase Price paid by Buyer to Seller pursuant to this Agreement, as adjusted by prorations for real estate taxes in accordance with the proration terms set forth herein. If Seller elects to receive the Liquidated Damages in the Second Notice, then Buyer shall pay the Liquidated Damages to Seller by wire transfer of valid funds within 60 days of the Second Notice (the "**Damages Payment Date**"). Notwithstanding any statement to the contrary herein, if Buyer and Seller enter into a Revised Development Plan prior to the Repurchase Closing Date or the Damages Payment Date, as applicable, then the Second Notice shall be void, the Seller Election Remedies shall automatically terminate, and Seller shall not have any further right to the Springing Repurchase Right or the Liquidated Damages. The Seller Election Remedies shall automatically terminate upon the earlier of (a) Buyer Developing the Property; (b) the failure of Seller to timely deliver the Development Remedies Notice to Buyer; or (c) the failure of Seller to timely deliver the Second Notice to Buyer. If requested by Seller, at

Closing the parties shall each execute and deliver a memorandum evidencing Seller's Springing Repurchase Right, which shall be filed of record in the appropriate records of El Paso County, Texas. Upon the termination or expiration of the Springing Repurchase Right, Buyer shall have the right to record a memorandum, confirming that such termination or expiration has occurred, and such memorandum may be conclusively relied upon by all interested parties as to the termination or expiration of the Springing Repurchase Right. Additionally, upon Buyer's request, Seller agrees to provide to Buyer an affidavit in recordable form confirming that the Springing Repurchase Right has terminated or expired. BUYER AND SELLER AGREE THAT THE LIQUIDATED DAMAGES SET FORTH IN THIS SECTION DO NOT CONSTITUTE A PENALTY BUT RATHER CONSTITUTE THE PARTIES' BEST ESTIMATE AS TO ACTUAL DAMAGES THAT MAY BE INCURRED UPON THE FAILURE OF BUYER TO TIMELY COMMENCE CONSTRUCTION. IN THE EVENT BUYER FAILS TO DEVELOP BY THE DEVELOPMENT DEADLINE, THE SELLER ELECTION REMEDIES SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AND BUYER'S SOLE LIABILITY. THE PARTIES HEREBY AGREE THAT THE LIQUIDATED DAMAGES DESCRIBED HEREIN ARE REASONABLE AND REFLECT THE BARGAINED FOR RISK ALLOCATION AGREED TO BY THE PARTIES.

2. AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.
3. Each party agrees that there is no broker, finder, or intermediary with whom it has dealt in connection with this transaction. Both parties agree to indemnify each other against all claims for fees, commissions or other compensation claimed to be due to any broker, finder, or intermediary with whom the indemnifying party may have dealt in connection with this transaction.
4. The Buyer is responsible for Buyer's share of all Closing Costs related to this transaction set forth in Section 3(B)(6).

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property through April 18, 2024 ("**Inspection Period**"). Buyer shall have 2 options to extend the Inspection Period by 180 days each (each, an "**Extension Option**"). To exercise an Extension Option, Buyer shall deliver written notice of such exercise to Seller and Title Company prior to the expiration of the then-current Inspection Period (as the same may be extended hereunder), and at the same time, Buyer shall deposit with Title Company an additional **\$83,400** (each, an "**Extension Deposit**"). The Title Company will hold the Extension Deposit in an escrow to be applied as provided by this Agreement. If Buyer timely exercises an Extension Option, the Inspection Period shall be extended for an additional period of 180 days, the Extension Deposit shall be non-refundable to Buyer but shall be credited against the Purchase Price at Closing. Commencing on the Effective Date and continuing until the earlier to occur of the termination of this Agreement or Closing, Buyer and its employees, agents and consultants shall have the right, at all reasonable

times, to enter upon the Property for the purpose of making inspections, assessments, evaluations and studies, and conducting such tests as it deems advisable, including but not limited to geotechnical studies, seismic studies, soil tests, environmental (including Phase I and/or Phase II environmental site assessments) and ecological studies, wetlands assessment and feasibility studies to develop plans and budgets for development of the Property and otherwise determine that the Property meets the criteria and requirements of Buyer. Phase II environmental site assessments may include drilling and sampling of soil, soil vapor, and groundwater. The Access Agreement is hereby terminated in its entirety and neither party shall have any further obligations thereunder. The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least \$500,000.00 and property damage insurance of at least \$500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance with Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes no representation as to the accuracy of that information. THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD-PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.

2. **TITLE INSURANCE.** The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within thirty (30) days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.
3. **SURVEY.** The Buyer may update an existing survey at the Buyer's expense within ninety (90) days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties shall use the updated survey to describe the Property in this Agreement.
4. **TITLE REVIEW PERIOD.** The Buyer may review the commitment for title insurance and the survey within 90 days of receiving the commitment for title insurance and the updated survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections ("**Objections**"), if any. Seller shall, at Seller's sole cost and expense, remove or cause the removal of all of the following (or in the alternative, obtain for Buyer, at Seller's sole cost and expense, title insurance coverage insuring over the following, in form and substance satisfactory to Buyer in its sole discretion): (a) any and all rights of parties in possession; (b) all exceptions to title and survey matters created by Seller on or after the Effective Date without the prior written consent of Buyer (which consent may be withheld in Buyer's sole and absolute discretion); (c) any and all liens and encumbrances, including but not limited to monetary liens, affecting the Property which secure an obligation to pay money or can be removed by payment of a liquidated sum of money (other

than installments of real estate taxes or assessments not delinquent as of the Closing); (d) any mechanic's, materialman's, or similar liens, or right to such liens, whether or not shown by the public records, (e) easements or claims of easements not shown in the chain of title or by the public records, and (f) all taxes and assessments due and payable for any period prior to the Closing (the foregoing clauses (a) through (f), collectively, the "**Obligatory Removal Exceptions**"). If the Buyer does not send the Seller a written notice with the Objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives Objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure all of the Objections before the Closing Date. If the Seller elects this option, then the Seller will cure all of the Objections before the Closing Date; or
 - b. Notify the Buyer that the Seller will not cure all of the Objections, in which case Buyer may, in its sole discretion, either (i) terminate this Agreement and recover the Extension Deposit, or (ii) take title to the Property subject to the Objections; however, to the extent Seller refuses to remove any Obligatory Removal Exceptions, Buyer shall receive a credit against the Purchase Price for any expenses incurred or reasonably expected to be incurred by Buyer in removing all such Obligatory Removal Exceptions. Failure by Seller to respond to the Objections within the time period set forth above shall be deemed an election by Seller not to cure the Objections.
 - c. In either case, if reasonably requested by Seller, Buyer and Seller shall extend the Closing Date to allow additional time for Seller to remove or cause the removal of such Objections. If Buyer elects to extend the Closing Date under the foregoing clause and the Objections are not subsequently cured to the satisfaction of Buyer within a reasonable amount of time following such election, then Buyer may elect either of the options set forth in the immediately preceding subsection.
5. WATER RIGHTS. Seller acknowledges that Buyer may establish redundant and/or back up water and wastewater resources to serve the Property in accordance with applicable laws and subject to the terms and conditions of the W&WW Agreement. If Buyer so elects to establish redundant and/or backup water sources by (i) collecting rainwater on the Property, or (ii) otherwise lawfully storing water on the Property for potential use as needed, Seller acknowledges that Seller shall not be entitled to access, capture, or otherwise acquire and beneficially use such redundant and/or backup water collected and/or stored by Buyer. Seller acknowledges that Buyer may construct any infrastructure or install any equipment necessary for such purposes.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period in accordance with Section 4(C)(4). The Seller may cure the defects notified by the Buyer or Buyer may choose to terminate this Agreement if the Seller refuses to cure the defects in accordance with Section

- 4(C)(4). If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the Extension Deposit to the Buyer.
2. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for a 10 calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Access Deposit and the Extension Deposit made by the Buyer. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the Access Deposit and the Extension Deposit are a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain. If the Buyer terminates this Agreement for cause, then Buyer may, in its sole and absolute discretion, either (a) file a *lis pendens* and/or seek specific performance to cause Seller to convey the Property to Buyer pursuant to the terms and conditions of this Agreement, or (b) recover the Access Deposit and Extension Deposit and such will be the Buyer's sole remedy under this Agreement. Seller acknowledges that the Property is unique in nature and that this Agreement relates to an interest in real property; and, accordingly, that Buyer shall be entitled to specific performance of this Agreement. In the event any action is brought by either party hereto against the other party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding.
 3. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, Buyer decides to terminate this Agreement in accordance with Section 4(C)(4), then Buyer will send a written termination notice to Seller, and Seller will refund, or direct the Title Company to refund, the Extension Deposit to Buyer.
 4. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the Extension Deposit to the Buyer.

SECTION 6. CLOSING.

- A. **CLOSING DATE.** Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("Closing") within 30 calendar days following the expiration of the Inspection Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("Closing Date"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.
- B. **SELLER'S OBLIGATIONS.** Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed special warranty deed (“**Deed**”) conveying the title to the Property included in this Agreement as **Attachment “B”**;
 2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;
 3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any;
 4. All Closing Costs attributable to Seller; and
 5. Any other items requested by the Title Company and Buyer reasonably necessary to provide clear title and finalize the closing of this Agreement, including without limitation, a gap indemnity and any title affidavits confirming, inter alia, the absence of any mechanics’, materialmans’, or similar liens on, or parties in possession of, all or any portion of the Property requested by Title Company.
- C. **BUYER’S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:
1. The Purchase Price minus the Access Deposit being held by Seller and the Extension Deposit that is being held by the Title Company;
 2. All Closing Costs attributable to Buyer; and
 3. Any other items requested by the Title Company to finalize the closing of this Agreement.
- D. **TAXES.** General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The provisions of this Section 6(D) shall survive Closing for a period of 12 months.
- E. **POSSESSION.** Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.
- F. **BUYER’S CONDITIONS PRECEDENT TO CLOSING.** The obligation of Buyer to render performance under this Agreement is subject to the following conditions precedent (and conditions concurrent, with respect to deliveries and requirements required at Closing) (collectively, “Buyer’s Conditions”):
1. Water and Wastewater Agreement. Buyer and El Paso Water Utilities Public Service Board (“**El Paso Water**”) shall have entered into a written agreement acceptable to Buyer in Buyer’s sole and absolute discretion pursuant to which El Paso Water shall have agreed to provide water and wastewater service to the Property (“**W&WW Agreement**”), and as of Closing, such

W&WW Agreement shall be in full force and effect, all applicable appeals periods shall have run, and El Paso Water shall not be in default thereunder nor shall there have occurred any event or omission that would constitute a default but for the passage of time or giving of notice or both.

2. Power Purchase Agreement. Buyer and El Paso Electric Company (“**El Paso Electric**”) shall have entered into a written agreement pursuant to which El Paso Electric shall have unconditionally agreed to provide electricity service to the Property in quantities and upon rates, terms and conditions acceptable to Buyer in Buyer’s sole and absolute discretion, and as of Closing, such agreement shall be in full force and effect, all applicable appeals periods shall have run, and El Paso Electric shall not be in default thereunder, nor shall there have occurred any event or omission that would constitute a default but for the passage of time or giving of notice or both.
3. Development Agreement and/or Incentive Programs. Buyer, shall have entered into (a) an agreement with the City of El Paso (the “**City**”) pursuant to which the City shall have agreed to provide Buyer with certain economic development incentives (“**City EDA**”); and (b) an agreement with the County pursuant to which the County shall have agreed to provide Buyer with certain economic development incentives (“**County EDA**”, and collectively with the City EDA, are the “**EDAs**”), in each case on terms and conditions acceptable to Buyer in Buyer’s sole and absolute discretion. As of Closing the EDAs shall be in full force and effect, all applicable appeals periods shall have run, and neither the City nor the County shall be in default thereunder nor shall there have occurred any event or omission that would constitute a default but for the passage of time or giving of notice or both under either of the EDAs.
4. Title. The Title Company shall be prepared and irrevocably committed to issue to Buyer the Title Policy with no Obligatory Removal Exceptions. The Title Policy shall otherwise be in form and substance acceptable to Buyer.
5. Permits. Buyer shall have received all Permits and other approvals required (a) for the commencement of construction of improvements on the Property in accordance with the plans developed and adopted by Buyer, in its sole discretion, (b) for the disturbance of the ground at the Property and the grading of the Property, and (c) to operate the improvements in the manner contemplated by Buyer once complete, and all applicable appeals periods with respect to such Permits shall have run. “**Permits**” means approvals, licenses, permits, consents, certificates, registrations, exemptions, waivers, or other authorizations required by applicable law.
6. Subdivision. Seller shall have procured final approval of, and shall have filed in the El Paso County, Texas real estate records, a subdivision or summary plat which creates the Land as a legally subdivided parcel (“**Subdivision**”) upon terms and conditions acceptable to Buyer in its sole discretion and all applicable appeals periods shall have run. Buyer shall select and retain the engineer(s) and other consultants to prepare the materials to be submitted and filed with respect to the Subdivision.
7. Water Line Easement. Seller shall have delivered to Title Company a properly executed and acknowledged permanent easement agreement in favor of Buyer (the “**Water Line Easement**”) that is sufficient to allow Buyer or its utility provider to install and maintain water and wastewater lines and other equipment to serve the Property and Buyer’s infrastructure and equipment located on or adjacent to the Property and not less than 30 feet in width for its entire length.

8. No Moratoria. No moratorium, statute, regulation, ordinance, or federal, state, county or local legislation, or order, judgment, ruling or decree of any governmental agency or of any court shall have been enacted, adopted, issued, entered or pending which would adversely affect Buyer's intended use of the Property.
9. Actions, Suits, etc. As of the Closing Date, there shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings that could adversely affect the operation or value of the Property or Seller's ability to perform its obligations under this Agreement.
10. Waiver of Surface Rights. No later than 3 Business Days prior to the Closing Date, if there has been any prior severance or reservation of all or any portion of the mineral estate or subsurface rights with respect to the Property, Seller shall provide a waiver of all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use all or any part of the surface of the Property for any purpose in connection with such mineral reservation, including without limitation the right to enter upon all or any part of the surface of the Land for purposes of exploring for, mining, drilling, producing, transporting, marketing, storing or any other purposes incident to the development or the production of the mineral estate, executed and acknowledged by all owners, holders or lessees of any portion of the mineral estate in form acceptable to Buyer for recordation in the official records of the County.
11. No Default. Seller shall have kept, performed and observed each and every agreement and obligation on its part to be kept, performed and observed hereunder; all of Sellers' covenants, representations and warranties herein shall be true and correct in all material respects on, and as if made on, the Closing Date.
12. Abandonment of Electrical Easement. Seller shall have abandoned, or caused to be abandoned, that certain electric transmission utility easement between Seller, as grantor, and the El Paso Electric Company and Mountain States Telephone and Telegraph Company, their successors and assigns ("**El Paso Electric**") as grantee, recorded May 15, 1957 in Volume 1343, Page 54, of the Official Public Records of El Paso County, Texas (the "**Electrical Easement**"). Seller agrees to obtain from El Paso Electric a release of any easement or other rights of El Paso Electric to the Electrical Easement or in any way relating to the Electrical Easement in recordable form and in substance satisfactory to remove such easement(s) or other such rights as encumbrances to title of the Property, as determined by the Title Company.
13. Stan Roberts Sr. Ave. Improvements. Seller shall have executed and obtained any instruments reasonably necessary to permit Buyer to develop the Stan Roberts Sr. Ave. Improvements pursuant to the terms set forth in the 380 Agreement, including but not limited to a quitclaim deed from the County of El Paso to Seller conveying any rights, title, and interest in the portion of Stan Roberts Sr. Avenue that Buyer will develop pursuant to the terms of the 380 Agreement.

Buyer may, in its sole and absolute discretion, waive conditionally or absolutely the fulfillment of any one or more of these conditions, or any part thereof, at any time; provided, that any waiver or declaration shall be binding upon Buyer only if made in a writing signed by Buyer. Any waiver shall not affect Buyer's ability to pursue any remedy to which it may be entitled hereunder. If Buyer's obligations under this Agreement are excused by reason of the failure of one or more of Buyer's Conditions, then upon written notice from Buyer to Seller and Title Company of Buyer's election to terminate this Agreement, Seller and Title Company shall immediately disburse to Buyer the Extension Deposit.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party’s failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement “business days” means Monday through Friday excluding City of El Paso holidays and “calendar days” means Monday through Sunday excluding City of El Paso holidays. In the event that the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or City of El Paso holiday, the date for performance thereof shall be extended to the next business day.
- D. NOTICES. The parties will send all notices required by this Agreement in writing (i) both postmarked and delivered by certified mail or (ii) by electronic mail with a confirming copy being forwarded by a reputable overnight courier service within 24 hours thereafter to the recipient at the mailing address set forth below. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890 Email: CityManager@elpasotexas.gov
Copy:	The City of El Paso Attn: City Attorney P.O. Box 1890 El Paso, Texas 79950-1890 Email: CityAttorney@elpasotexas.gov
Copy:	City of El Paso Attn: Director of Economic Development P.O. Box 1890 El Paso, Texas 79950-1890 Email: EDCompliance@elpasotexas.gov Telephone: 915-212-0094
To the Buyer:	Worldwide LLC c/o Winstead PC 500 Winstead Building 2728 N. Harwood Street Dallas, Texas 75201 Attn: Harrison Papaila

Email: hpapaila@winstead.com
Telephone: 214-745-5328

Copy:

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Paul Wageman
Email: pwageman@winstead.com
Telephone: 214-745-5173

- E. CONFIDENTIALITY. Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE; WAIVER OF JURY TRIAL. The venue for disputes regarding this Agreement between the parties will be federal courts of the Northern District of Texas, Dallas Division, except in the limited instance where said federal courts do not have jurisdiction over the applicable dispute, in which case venue shall instead exclusively lie in El Paso County, Texas. The provisions of this Section shall survive the termination of this Agreement and the entry of any judgment, and shall not merge, or be deemed to have merged, into any judgment. BUYER AND SELLER EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. BUYER AND SELLER AGREE AND CONSENT THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT EITHER OF THEM MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. Subject to Section 5(A)(4), there is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's

reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other. Notwithstanding the foregoing, Buyer shall have the right, at Buyer's expense, to assign and transfer all, or any part of its interest in, this Agreement to any affiliate controlling, controlled by or under common control with the Buyer (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) without the consent of Seller.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **COUNTERPARTS.** The parties may execute this Agreement in counterparts. A scanned or photocopy signature on this Agreement, any amendment hereto, any non-recorded Closing Document, or any notice delivered hereunder will have the same legal effect as an original signature.
- Q. **FURTHER ASSURANCES.** In addition to the actions recited herein and contemplated to be performed, executed, and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at or after Closing any and all such further acts, instruments, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby. Without limiting the foregoing, Seller hereby expressly agrees to, diligently and in good faith, cooperate with Buyer and provide any assistance as shall be reasonably requested by Buyer in connection with Buyer's efforts to cause the satisfaction of Buyer's Conditions.
- R. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the party or parties to this Agreement to be bound by such change, modification or termination.

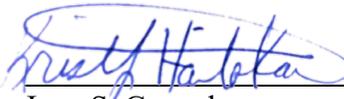
EXECUTED by Seller the ____ day of _____, 20__.

SELLER

CITY OF EL PASO, TEXAS

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

 /for/

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

EXECUTED by Buyer the ____ day of _____, 20__.

BUYER

WORLDWIDE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ATTACHMENT "A"
PROPERTY DESCRIPTION

Being a tract of land situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in deeds to City of El Paso recorded In Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 2 Inch pipe found In concrete marking the common corner of Section 3, 4, 9, and 10, Block 80, Township 1, Thence, North 02 degrees 06 minutes 58 seconds East, along the common line of said Sections 3 and 4, a distance of 220.30 feet to a 1 /2 inch capped iron rod found (unreadable) for corner on the North right-of-way line of Stan Roberts Sr. Avenue (Farm to Market Road 2529) (variable width right-of-way), said corner being THE POINT OF BEGINNING;

Thence North 86 degrees 45 minutes 26 seconds West, along the South line of the herein described tract and said North right-of-way line of Stan Roberts Sr. Avenue (Farm to Market Road 2529), a distance of 5,279.75 feet to a 1/2 inch iron rod found for the Southwest corner of the herein described tract, called to be on the West line of said Section 4 and the East line of Section 5, Block 80, Township 1;

Thence North 02 degrees 06 minutes 25 seconds East, along the West line of the herein described tract and the common line of said Section 4 and Section 5, a distance of 4,894.97 feet to a 5/8 inch iron rod found for the Northwest corner of the herein described tract and the Southwest corner of a called 36.3628 acre tract within said Section 4 described In a deed to El Paso Electric Co., recorded In Volume 1226, Page 0532, Deed Records, El Paso, Texas;

Thence South 87 degrees 08 minutes 05 seconds East, along the North line of the herein described tract and the South line of said 36.3628 acre tract a distance of 5,279.39 feet to a 5/8 inch iron rod found on the called common line of said Sections 3 and 4 and being the Southeast corner of said 36.3628 acre tract In said Section 4 and the Southwest corner of a 36.4457 acre tract within said Section 3 to said El Paso Electric Co. recorded in said Volume 1226, Page 0532;

Thence along the North line of the herein described tract and a South line of said 36.4457 acre tract the following (3) three courses and distances:

South 87 degrees 07 minutes 56 seconds East, a distance of 5,179.86 feet to a El Paso Electric marker In concrete found for corner;

South 51 degrees 37 minutes 43 seconds East, a distance of 124.06 feet to a 5/8 Inch Iron rod found for an ell corner of the herein described tract and Southeast corner of said El Paso Electric Co. tract;

North 02 degrees 08 minutes 29 seconds East, passing through at a distance of 72.13 feet a 3/4 inch iron pipe found for reference, passing through a 2 inch iron pipe found at a distance of 372.37 feet, a total distance of 373.43 feet to a point for corner on the called Texas and New Mexico State Line and the South right-of-way line of State Line Drive for the most Northerly Northwest corner of the herein described tract. and the Northeast corner of said 36.4457 acre tract;

Thence South 87 degrees 10 minutes 50 seconds East, along a North line of the herein described tract and in the called Texas and New Mexico State Line, along the South right-of-way line of said State Line Drive, a distance of 18.23 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract and being the Northwest corner of a tract of land described in a deed to El Paso Electric Company, recorded in Volume 1314, Page 1466, said Deed Records;

Thence South 02 degrees 19 minutes 11 seconds West, along the common line of called Section 2 and said Section 3, a distance of 2,736.66 feet to a 1/2 inch iron rod found for the most Easterly Southeast corner of the herein described tract and the Northeast corner of a tract of land described in a deed to Samuel A. Mendoza, recorded In Document Number 20180001261, Official Public Records, El Paso County Texas from which a 5/8 inch iron rod found bears South 03 degrees 34 minutes 10 seconds East, a distance of 5.70 feet;

Thence North 87 degrees 05 minutes 39 seconds West, along a South line of the herein described tract and the North line of said Mendoza Tract, a tract of land to the Mullen Family Limited Partnership, recorded in Document Number 20160048262, said Official Public Records, and Bernard A. Goldberg and E. Molly Goldberg Trustees, recorded in 20050055318, said Official Public Records, a distance of 2,644.56 feet to a 1/2 inch iron rod found for an ell corner of the herein described tract and the Northwest corner of said Goldberg Tract, from which a 1/2 inch iron rod found for reference bears North 22 degrees 48 minutes 51 seconds East, a distance of 10.30 feet;

Thence South 02 degrees 13 minutes 07 seconds West, along an East line of the herein described tract and the West line of the said Goldberg Tract and said Mullen Tract, a distance of 2,095.99 feet to a 1/2 inch iron rod found for the North most Southeast corner of the herein described tract and the Northeast corner of a called 1.054 acre tract described In a deed to El Paso Electric Co., recorded In Volume 1043, Page 100 of said Deed Records;

Thence North 86 degrees 43 minutes 50 seconds West, along a South line of the herein described tract, and the North Line of said El Paso Electric Co. tract, a distance of 417.18 feet to an iron rod with cap (unreadable) found for an ell corner of the herein described tract and the Northwest corner of said El Paso Electric Tract;

Thence South 02 degrees 09 minutes 10 seconds West. along an East line of the herein described tract, passing at a distance of 110.57 feet to a 2 inch Epeco Aluminum cap found for the Northwest corner of a tract of land described in a deed to the El Paso Electric Co., recorded in Volume 1338, Page 506, said Deed Records, continuing along said course for a total distance of 417.68 feet to a 5/8 Inch Iron rod with cap stamped "Olsson" set in the North right-of-way line of said Stan Roberts Sr. Avenue for a South most Southeast corner of the herein described tract;

Thence North 86 degrees 45 minutes 16 seconds West, along the South line of the herein described tract and the North Right-of-way Line of said Stan Roberts Sr. Avenue, passing through at a distance of 675.59 feet, a 1/2 Inch Iron rod found, continuing along said course for a total distance of 2,222.58 feet to the POINT OF BEGINNING, containing 45,256,585 Square Feet or 1,038.948 Acres of Land.

ATTACHMENT "B"
SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 20

Grantor: [Grantor name]

Grantor's Mailing Address: [Grantor mailing address]

Grantee: [Grantee Name]

Grantee's Mailing Address: [Grantee mailing address]

PROPERTY (INCLUDING ANY IMPROVEMENTS):

The real property in El Paso County, as more particularly described in Attachment "A".

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

RESERVATION FROM CONVEYANCE

Grantor reserves, retains, and does not convey by this deed the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below). The term "**Groundwater**" shall mean the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, formations, and horizons beneath the surface of the Property. The term "Groundwater" shall not include water delivered to Grantee by El Paso Water Utilities Public Service Board ("**El Paso Water**") pursuant to the _____ between El Paso Water and Grantee dated _____ (the "**W&WW Agreement**"), surface water, and Grantee-managed reservoirs and aquifers permitted pursuant to the W&WW Agreement. The term "**Groundwater Rights**" shall mean, subject to the following sentence, (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, the Groundwater beneath the Property from adjacent land; and (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater

and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that may be necessary for the exercise of the Grantor's limited rights therein, but only from adjacent land. The term "Groundwater Rights" shall expressly exclude any rights granted by El Paso Water to Grantee pursuant to the W&WW Agreement, including the right for Grantee to manage, store, recharge, and withdraw water from reservoirs and aquifers. Grantor irrevocably waives all rights of ingress and egress and all other rights of every kind and character whatsoever to enter upon or to use all or any part of the surface of the Property for any purpose in connection with such Groundwater Rights, including without limitation the right to enter upon all or any part of the surface of the Property for purposes of exploring for, mining, drilling, producing, transporting, marketing, storing or any other purposes incident to the development or the production of the Groundwater. Grantor may only produce such Groundwater from land adjacent to the Property, provided that such production does not interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property, and further provided that the drilling for such Groundwater shall enter the Property at a depth greater than 400 feet.

EXCEPTIONS TO CONVEYANCE

See permitted exceptions attached to this Deed as Attachment "B"

EXCEPTIONS TO WARRANTY

Conveyance of the Property is an "as is, where is and with all faults" transaction and that the Grantor disclaims all other warranties pertaining to the condition of the Property available under law whether express or implied including but not limited to any warranties pertaining to the nature and condition of water, soil, geology, or other environmental hazards or conditions (including the presence of asbestos or lead paint).

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, BARGAINS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, subject to the permitted exceptions attached to this Deed as Attachment "B" and the reservations from conveyance.

EXECUTED the ____ day of _____, 20__.

GRANTOR:
CITY OF EL PASO

_____, City Manager

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, City Manager, City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission expires: _____



File #: 23-1498, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

Streets and Maintenance, Jose N. Hernandez, (915) 212-0151

Streets and Maintenance, Jiann-Shing Yang, (915) 212-7002

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IV A-Parking Prohibited during certain hours- school days only, subsection B: No Parking, 7:00am to 5:00pm, Monday through Friday, School Days Only), to add Items 1. 2600 Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St.

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

AGENDA DATE: November 21, 2023

PUBLIC HEARING DATE: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jose N. Hernandez, Streets and Maintenance (915) 212-7002

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso’s Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041(Schedule VI – A-Parking prohibited during certain hours-school days only) of the City Code, Subsection B (No Parking, 7:00am to 5:00pm,Monday thru Friday, School Days Only. TO ADD ITEM 4. 2600 Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St., of the El Paso City Code.

BACKGROUND / DISCUSSION:

Streets and Maintenance received a request from residents in an adjacent neighborhood east of Pebble Hills High School to establish a No Parking Zone on Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St. Residents' concern of Pebble Hills High School students parking within the neighborhood causing parking congestion, visibility concerns, loitering, and littering.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:



Richard Bristol, Streets and Maintenance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041 (SCHEDULE IVA-PARKING PROHIBITED DURING CERTAIN HOURS-SCHOOL DAYS ONLY, SUBSECTION B: NO PARKING, 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY, SCHOOL DAYS ONLY), TO ADD Items 1. 2600 Tierra Cadiz Ct from John Hayes St. to Tierra Murcia St.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IVA-Parking Prohibited during certain hours-school days only) Subsection B (No Parking 7:00 a.m. to 5:00 p.m. on any streets or parts of streets from Monday through Friday on any regularly scheduled school day). To ADD ITEMS:

- 4. 2600 Tierra Cadiz Ct From John Hayes St. to Tierra Murcia St.;

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2023.

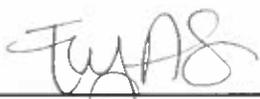
CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol
Streets & Maintenance Department

ORDINANCE NO. _____



Ordinance Amending Title 12.88.200 & Title 12.88.041

Proposed Residential Parking District Pebble Hills (Tierra Del Este #73)

Streets and Maintenance Department

November 21 , 2023



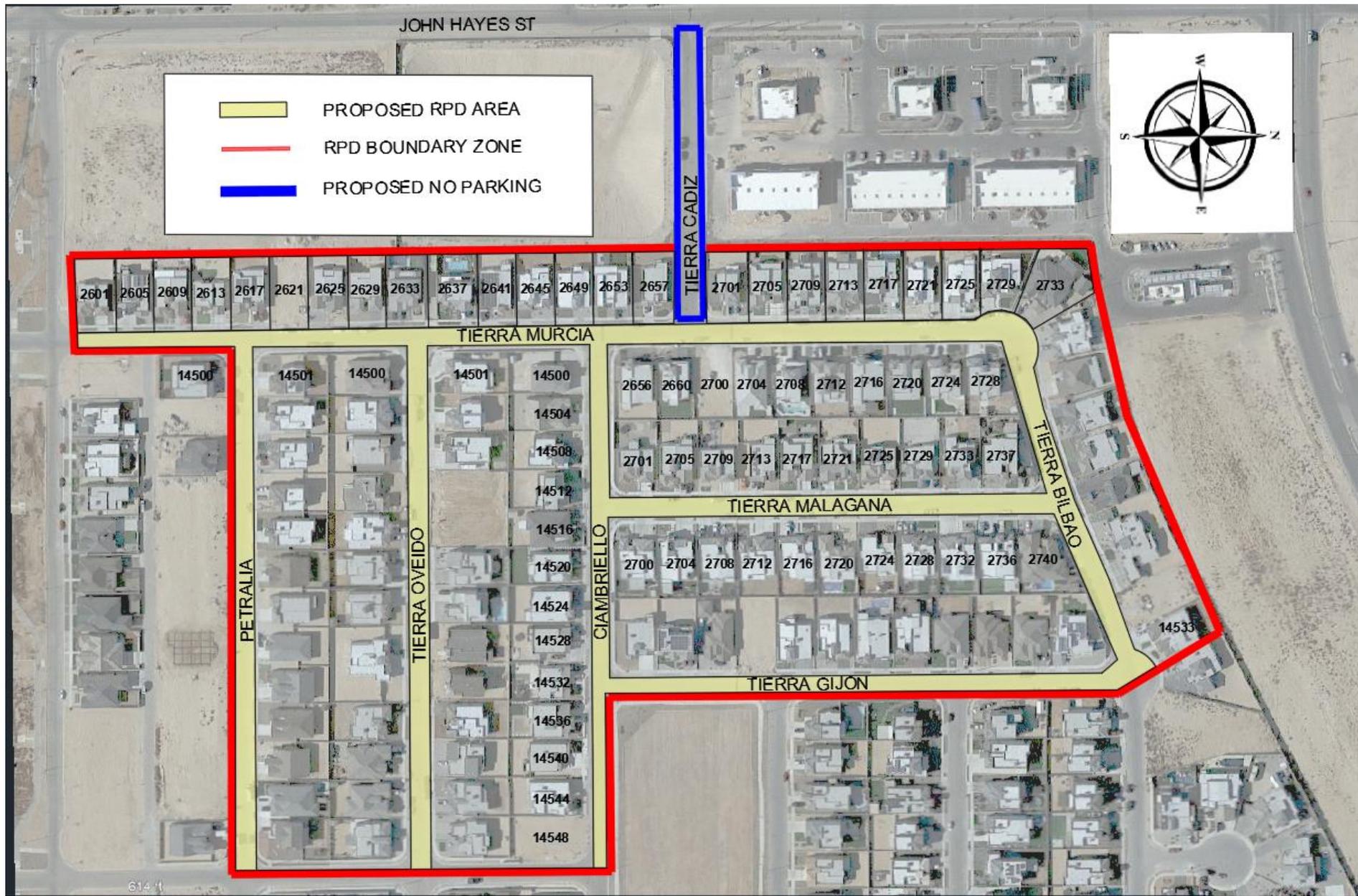
Streets and Maintenance Department

Ordinance Amending Title 12.88.200 & Title 12.88.041



Purpose of Amendment

- Residents requested Residential Parking District (RPD) be established
- Excessive parking and traffic congestion during school hours of Pebble Hills High School
- RPD's allow residents to park in RPD with requested decals
- Creates: No Parking, 7:00 a.m. to 5:00 p.m., School Days Only



Streets and Maintenance Department

Ordinance Amending Title 12.88.041 & Title 12.88.041

Residential Parking District (RPD) Criteria:

- Requires City Council Approval
- Requires Citizen Initiated Petition
- \$25 Initial Application Fee
- 75% of Block Signatures for Sign Installation
- Annual Fee of \$10 per Vehicle
- Two Visitors Passes



Streets and Maintenance Department

Ordinance Amending Title 12.88.200



Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS)

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section

12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone N

No Parking, 7:00 am to 5:00 pm, school days only, to Add Items

17. 2733 Tierra Murcia St. to 2617 Tierra Murcia St. both sides

18. 14500 Petralia Ave. to 14600 Petralia Ave. both sides

19. 14500 Tierra Oveido Ave. to 14600 Tierra Oveido Ave. both sides

20. 2600 Wilhoit Pl. from Ciambriello Ave. to Petralia Ave. west side only

21. 27000 Tierra Gijon Pl from Tierra Bilbao Dr. to Ciambriello Ave west side only

22. 2700 Tierra Malaga Pl. from Tierra Bilbao Dr. to Ciambriello Ave. both sides

23. 14500 Tierra Bilbao Dr. to 14533 Tierra Bilbao Dr. both sides

24. 14500 Ciambriello Ave. to 14528 Ciambriello Ave. both sides

25. 14528 Ciambriello Ave. to 14548 Ciambriello Ave south side

Streets and Maintenance Department

Ordinance Amending Title 12.88.200



Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.041 (SCHEDULE VI A-PARKING PROHIBITED DURING CERTAIN HOURS-SCHOOL DAYS ONLY)

TO ADD:

B. No Parking, 7:00 a.m. to 5:00 p.m. on any street or parts of streets from Monday through Friday on any regularly scheduled school day.

Item 4. 2600 Tierra Cadiz Ct From John Hayes St. to Tierra Murcia St.



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

File #: 23-1516, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

Streets and Maintenance, Jose N. Hernandez, (915) 212-7002

AGENDA LANGUAGE:

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

An Ordinance to amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII - restrictions on Parking in Residential Districts) of the City Code, TO ADD under Subsection N (No Parking, 7:00am to 5:00pm, school days only) TO ADD ITEM 17. Tierra Murcia Street between Tierra Bilbao Drive and Charles Foster Avenue, both sides; to ADD ITEM 18. Petralia Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 19. Tierra Oviedo Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 20. Wilhoit Place between Ciambriello Avenue and Petralia Avenue, west side only; TO ADD ITEM 21. Tierra Gijon Place between Tierra Bilbao Drive and Ciambriello Avenue, west side only; TO ADD ITEM 22. Tierra Malaga Place between Tierra Bilbao Drive and Ciambriello Avenue, both sides; TO ADD ITEM 23. Tierra Bilbao Drive between Tierra Murcia Street and Tierra Gijon Place, both sides; TO ADD ITEM 24. Ciambriello Avenue between Tierra Murcia Street and Tierra Gijon Place, both sides; TO ADD ITEM 25. Ciambriello Avenue between Wilhoit Place and Tierra Gijon Place, south side only; The penalty being provided in Chapter 12.88 of the El Paso City Code.

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

AGENDA DATE: November 21, 2023

PUBLIC HEARING DATE: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Jose N. Hernandez, Streets and Maintenance, (915) 212-7002

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII – restrictions on Parking in Residential Districts) of the City Code, TO ADD under Subsection N (No Parking, 7:00am to 5:00pm, school days only) TO ADD ITEM 17. Tierra Murcia Street between Tierra Bilbao Drive and Charles Foster Avenue, both sides; to ADD ITEM 18. Petralia Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 19. Tierra Oviedo Avenue between Tierra Murcia Street and Wilhoit Place, both sides; TO ADD ITEM 20. Wilhoit Place between Ciambriello Avenue and Petralia Avenue, west side only; TO ADD ITEM 21. Tierra Gijon Place between Tierra Bilbao Drive and Ciambriello Avenue, west side only; TO ADD ITEM 22. Tierra Malaga Place between Tierra Bilbao Drive and Ciambriello Avenue, both sides; TO ADD ITEM 23. Tierra Bilbao Drive between Tierra Murcia Street and Tierra Gijon Place, both sides; TO Add ITEM 24. Ciambriello Avenue between Tierra Murcia Street and Tierra Gijon Place, both sides; TO ADD ITEM 25. Ciambriello Avenue between Wilhoit Place and Tierra Gijon Place, south side only; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

Streets and Maintenance received a request from residents in an adjacent neighborhood east of Pebble Hills High School to establish a Residential Parking District. The neighborhood encompasses all the residential streets within Tierra Murcia St., Tierra Bilbao Dr., Tierra Gijon Pl., Ciambriello Ave., Wilhoit Pl., Tierra Malaga Pl., Tierra Oviedo., and Petralia Ave. Residents' concern of Pebble Hills High School students parking within the neighborhood causing reduced residential parking, congestion, visibility concerns, loitering, and littering.

PRIOR COUNCIL ACTION:

N/A

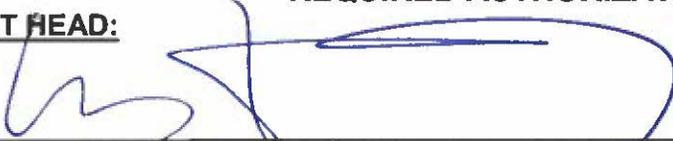
AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: Streets and Maintenance

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

DEPARTMENT HEAD:



11-15-23

Richard Bristol, Streets and Maintenance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.200 (SCHEDULE XVII-RESTRICTIONS ON PARKING IN RESIDENTIAL DISTRICTS), SUBSECTION ZONE N: NO PARKING, 7:00 AM TO 5:00 PM, SCHOOL DAYS ONLY, OF THE EL PASO CITY CODE, TO ADD ITEM 17. TIERRA MURCIA STREET BETWEEN TIERRA BILBAO DRIVE AND CHARLES FOSTER AVENUE, BOTH SIDES; TO ADD ITEM 18. PETRALIA AVENUE BETWEEN TIERRA MURCIA STREET AND WILHOIT PLACE, BOTH SIDES; TO ADD ITEM 19. TIERRA OVIEDO AVENUE BETWEEN TIERRA MURCIA STREET AND WILHOIT PLACE, BOTH SIDES; TO ADD ITEM 20. WILHOIT PLACE BETWEEN CIAMBRIELLO AVENUE AND PETRALIA AVENUE, WEST SIDE ONLY; TO ADD ITEM 21. TIERRA GIJON PLACE BETWEEN TIERRA BILBAO DRIVE AND CIAMBRIELLO AVENUE, WEST SIDE ONLY; TO ADD ITEM 22. TIERRA MALAGA PLACE BETWEEN TIERRA BILBAO DRIVE AND CIAMBRIELLO AVENUE, BOTH SIDES; TO ADD ITEM 23. TIERRA BILBAO DRIVE BETWEEN TIERRA MURCIA STREET AND TIERRA GIJON PLACE, BOTH SIDES; TO ADD ITEM 24. CIAMBRIELLO AVENUE BETWEEN TIERRA MURCIA STREET AND TIERRA GIJON PLACE, BOTH SIDES; TO ADD ITEM 25. CIAMBRIELLO AVENUE BETWEEN WILHOIT PLACE AND TIERRA GIJON PLACE, SOUTH SIDE ONLY; THE PENALTY BEING PROVIDED IN CHAPTER 12.88 OF THE EL PASO CITY CODE.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.200 (Schedule XVII-Restrictions on Parking in Residential Districts), Subsection Zone N No Parking, 7:00 am to 5:00 pm, school days only, to Add Items

- 17. Tierra Murcia Street between Tierra Bilbao Drive and Charles Foster Avenue, both sides
- 18. Petralia Avenue between Tierra Murcia Street and Wilhoit Place, both sides
- 19. Tierra Oviedo Avenue between Tierra Murcia Street and Wilhoit Place, both sides
- 20. Wilhoit Place between Ciambriello Avenue and Petralia Avenue, west side only
- 21. Tierra Gijon Place between Tierra Bilbao Drive and Ciambriello Avenue, west side only
- 22. Tierra Malaga Place between Tierra Bilbao Drive and Ciambriello Avenue, both sides
- 23. Tierra Bilbao Drive between Tierra Murcia Street and Tierra Gijon Place, both sides
- 24. Ciambriello Avenue between Tierra Murcia Street and Tierra Gijon Place, both sides
- 25. Ciambriello Avenue between Wilhoit Place and Tierra Gijon Place, south side only

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ORDINANCE NO. _____

HQ 23-1737 | Tran # 505538 | Streets & Maintenance
Pebble Hills RPD amendment
EAS

ADOPTED this _____ day of _____ 2023.

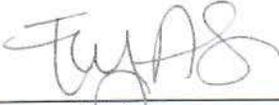
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

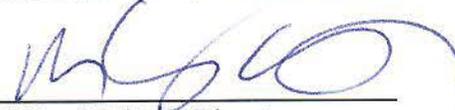
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department



File #: 23-1456, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 4

Economic and International Development, Karina Brasgalla, (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.

An Ordinance designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the City of El Paso, Texas, to be known as City of El Paso Reinvestment Zone No. 1; establishing the boundaries thereof; and providing for an effective date.

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

AGENDA DATE: November 7, 2023
PUBLIC HEARING: November 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212 - 1570
Elizabeth Triggs, (915) 212- 0094

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

An ordinance designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the City of El Paso, Texas, to be known as City of El Paso Reinvestment Zone No. 1; establishing the boundaries thereof; and providing for an effective date.

BACKGROUND / DISCUSSION:

The proposed ordinance would create a municipal reinvestment zone under Chapter 312 (Tax Abatement Act). The zone would comprise approximately 1,000 acres of City-owned property in the Northeast adjacent to Stan Roberts.

While similarly named, this is different than a Tax Increment Reinvestment Zone, or TIRZ, created under Chapter 311. Tax Abatement Zones designate an area that is eligible for Tax Abatement Agreements. An Abatement Zone can be placed on an area that:

- a) contributes to the retention or expansion of primary employment; or
- b) attracts major investment in the zone that would benefit the property included in the zone and would contribute to the economic development of the city.

The Zone expires after five years and may be renewed for another five years each time it expires. Biennial reports are due to the State Comptroller and are available to the public.

Any Abatement Agreements would need to comply with the adopted Guidelines and Criteria along with applicable City policies. Agreements would require separate approval by City Council subject to specific notice and hearing requirements.

PRIOR COUNCIL ACTION:

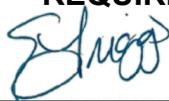
On October 24, 2023, the City Council adopted the Guidelines and Criteria governing Tax Abatement Agreements.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:



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

ORDINANCE NO: _____

AN ORDINANCE DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN THE CITY OF EL PASO, TEXAS, TO BE KNOWN AS CITY OF EL PASO REINVESTMENT ZONE NO. 1; ESTABLISHING THE BOUNDARIES THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial tax abatement, as authorized by the Chapter 312 of the Texas Tax Code, as amended (“the Act”); and

WHEREAS, on October 24, 2023, the City Council authorized the continuation of its participation in tax abatement and established the Guidelines and Criteria governing tax abatement agreements to be entered into by the City; and

WHEREAS, on November 21, 2023, the City Council held a public hearing, such date being at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the City, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

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

SECTION 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. That the City, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a) That the public hearing for adoption of City of El Paso Reinvestment Zone No. 1 has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone.
- b) That the boundaries of City of El Paso Reinvestment Zone No. 1 shall be the area as described in the metes and bounds attached hereto as Exhibit A.

- c) That creation of the proposed City of El Paso Reinvestment Zone No. 1 will result in benefits to the City and to the land included in the zone and that the improvements sought are feasible and practical.
- d) That City of El Paso Reinvestment Zone No. 1 meets the criteria for the creation of a reinvestment zone as set forth in the Act, as amended, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City.

SECTION 3. That pursuant to the Act, as amended, the City hereby creates a reinvestment zone for commercial tax abatement encompassing only the property area described in Exhibit A (Metes and Bounds) and such reinvestment zone is hereby designated and shall hereafter be referred to as the “City of El Paso Reinvestment Zone No. 1.”

SECTION 4. That City of El Paso Reinvestment Zone No. 1 shall take effect on November 21, 2023, and shall remain designated as a commercial-industrial reinvestment zone for a period of five (5) years from such date of designation.

SECTION 5. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. That it is hereby found, determined and declared that a sufficient notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times as required by the Texas Open Meetings Act, as amended, and that a public hearing was held prior to the designation of such reinvestment zone and that proper notice of the hearing was published in the official newspaper of the City seven days prior to the hearing, and furthermore, such notice was in fact delivered to the presiding officer of each affected taxing entity as prescribed by the Act.

SECTION 7. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of El Paso, and it is accordingly so ordained.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO:

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

APPROVED AS FOR FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Elizabeth K. Triggs, Director
Economic & International Development

Exhibit "A"
Metes and Bounds

Being a tract of land situated in Section 3, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 2381 and Section 4, Block 80, Township 1, Texas and Pacific Railroad Survey, Abstract No. 9862, City of El Paso, El Paso County, Texas further being portions of tracts of land described in deeds to City of El Paso recorded in Volume 1176, Page 504, and Volume 1186, Page 178, Deed Records, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 2 inch pipe found in concrete marking the common corner of Section 3, 4, 9, and 10, Block 80, Township 1, Thence, North 02 degrees 06 minutes 58 seconds East, along the common line of said Sections 3 and 4, a distance of 220.30 feet to a 1/2 inch capped iron rod found (unreadable) for corner on the North right-of-way line of Stan Roberts Sr. Avenue (Farm to Market Road 2529) (variable width right-of-way), said corner being THE POINT OF BEGINNING;

Thence North 86 degrees 45 minutes 26 seconds West, along the South line of the herein described tract and said North right-of-way line of Stan Roberts Sr. Avenue (Farm to Market Road 2529), a distance of 5,279.75 feet to a 1/2 inch iron rod found for the Southwest corner of the herein described tract, called to be on the West line of said Section 4 and the East line of Section 5, Block 80, Township 1;

Thence North 02 degrees 06 minutes 25 seconds East, along the West line of the herein described tract and the common line of said Section 4 and Section 5, a distance of 4,894.97 feet to a 5/8 inch iron rod found for the Northwest corner of the herein described tract and the Southwest corner of a called 36.3628 acre tract within said Section 4 described in a deed to El Paso Electric Co., recorded in Volume 1226, Page 0532, Deed Records, El Paso, Texas;

Thence South 87 degrees 08 minutes 05 seconds East, along the North line of the herein described tract and the South line of said 36.3628 acre tract a distance of 5,279.39 feet to a 5/8 inch iron rod found on the called common line of said Sections 3 and 4 and being the Southeast corner of said 36.3628 acre tract in said Section 4 and the Southwest corner of a 36.4457 acre tract within said Section 3 to said El Paso Electric Co. recorded in said Volume 1226, Page 0532;

Thence along the North line of the herein described tract and a South line of said 36.4457 acre tract the following (3) three courses and distances;

South 87 degrees 07 minutes 56 seconds East, a distance of 5,179.86 feet to a El Paso Electric marker in concrete found for corner;

South 51 degrees 37 minutes 43 seconds East, a distance of 124.06 feet to a 5/8 inch iron rod found for an ell corner of the herein described tract and Southeast corner of said El Paso Electric Co. tract;

North 02 degrees 08 minutes 29 seconds East, passing through at a distance of 72.13 feet a 3/4 inch iron pipe found for reference, passing through a 2 inch iron pipe found at a distance of 372.37 feet, a total distance of 373.43 feet to a point for corner on the called Texas and New Mexico State Line and the South right-of-way line of State Line Drive for the most Northerly Northwest corner of the herein described tract, and the Northeast corner of said 36.4457 acre tract;

Thence South 87 degrees 10 minutes 50 seconds East, along a North line of the herein described tract and in the called Texas and New Mexico State Line, along the South right-of-way line of said State Line Drive, a distance of 18.23 feet to a 1/2 inch iron rod found for the Northeast corner of the herein described tract and being the Northwest corner of a tract of land described in a deed to El Paso Electric Company, recorded in Volume 1314, Page 1466, said Deed Records;

Thence South 02 degrees 19 minutes 11 seconds West, along the common line of called Section 2 and said Section 3, a distance of 2,736.66 feet to a 1/2 inch iron rod found for the most Easterly Southeast corner of the herein described tract and the Northeast corner of a tract of land described in a deed to Samuel A. Mendoza, recorded in Document Number 20180001261, Official Public Records, El Paso County Texas from which a 5/8 inch iron rod found bears South 03 degrees 34 minutes 10 seconds East, a distance of 5.70 feet;

Thence North 87 degrees 05 minutes 39 seconds West, along a South line of the herein described tract and the North line of said Mendoza Tract, a tract of land to the Mullen Family Limited Partnership, recorded in Document Number 20160048262, said Official Public Records, and Bernard A. Goldberg and E. Molly Goldberg Trustees, recorded in 20050055318, said Official Public Records, a distance of 2,644.56 feet to a 1/2 inch iron rod found for an ell corner of the herein described tract and the Northwest corner of said Goldberg Tract, from which a 1/2 inch iron rod found for reference bears North 22 degrees 48 minutes 51 seconds East, a distance of 10.30 feet;

Thence South 02 degrees 13 minutes 07 seconds West, along an East line of the herein described tract and the West line of the said Goldberg Tract and said Mullen Tract, a distance of 2,095.99 feet to a 1/2 inch iron rod found for the North most Southeast corner of the herein described tract and the Northeast corner of a called 1.054 acre tract described in a deed to El Paso Electric Co., recorded in Volume 1043, Page 100 of said Deed Records;

Thence North 86 degrees 43 minutes 50 seconds West, along a South line of the herein described tract, and the North Line of said El Paso Electric Co. tract, a distance of 417.18 feet to an iron rod with cap (unreadable) found for an ell corner of the herein described tract and the Northwest corner of said El Paso Electric Tract;

Thence South 02 degrees 09 minutes 10 seconds West, along an East line of the herein described tract, passing at a distance of 110.57 feet to a 2 inch Epeco Aluminum cap found for the Northwest corner of a tract of land described in a deed to the El Paso Electric Co., recorded in Volume 1338, Page 506, said Deed Records, continuing along said course for a total distance of 417.68 feet to a 5/8 inch iron rod with cap stamped "Olsson" set in the North right-of-way line of said Stan Roberts Sr. Avenue for a South most Southeast corner of the herein described tract;

Thence North 86 degrees 45 minutes 16 seconds West, along the South line of the herein described tract and the North Right-of-way Line of said Stan Roberts Sr. Avenue, passing through at a distance of 675.59 feet, a 1/2 inch iron rod found, continuing along said course for a total distance of 2,222.58 feet to the POINT OF BEGINNING, containing 45,256,585 Square Feet or 1,038.948 Acres of Land.



Legislation Text

File #: 23-1372, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, 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? 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. PZST23-00010, 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 Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell T. Abeln
Senior Assistant Attorney

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)

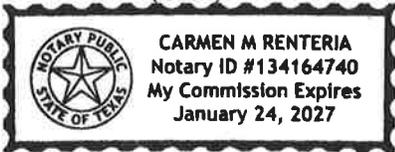
OWNER
(Name/Title)

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

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.

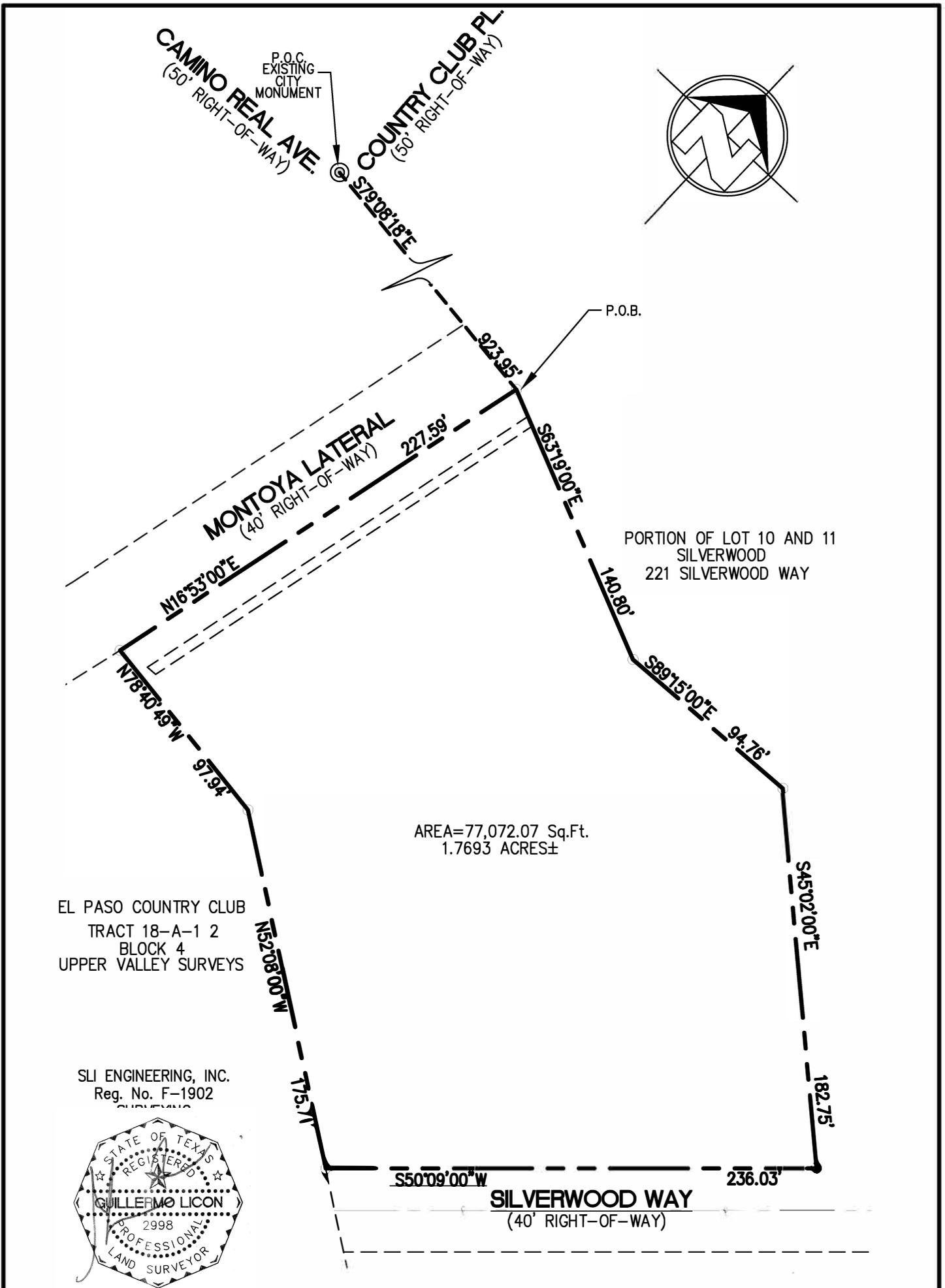
Said parcel of land containing 77,072.07 Sq. Ft. (1.7693 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Req. No. 100120-00



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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.

METES AND BOUNDS		
 <p>CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS 6600 WESTWIND DRIVE EL PASO, TEXAS (915) 584-4457</p>	<p align="center">LEGAL DESCRIPTION</p> <p>PORTION OF LOT 10 AND 11, BLOCK 4, SILVERWOOD SUBDIVISION AND TRACT 18A-1-A, UPPER VALLEY SUBDIVISION.</p>	<p align="center">CERTIFICATION</p> <p>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.</p> <p align="right"><i>Guillermo Licon</i></p> <p>GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998</p>
	<p>CITY OF EL PASO, EL PASO COUNTY, TEXAS.</p> <p align="center">PLAT REFERENCE</p> <p>VOLUME <u> x </u> PAGE <u> xx </u></p>	
<p>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></p>		



EL PASO COUNTRY CLUB
TRACT 18-A-1 2
BLOCK 4
UPPER VALLEY SURVEYS

SLI ENGINEERING, INC.
Reg. No. F-1902



AREA=77,072.07 Sq.Ft.
1.7693 ACRES±

PORTION OF LOT 10 AND 11
SILVERWOOD
221 SILVERWOOD WAY

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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

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

LEGAL DESCRIPTION

PORTION OF LOT 10 AND 11, BLOCK 4,
SILVERWOOD SUBDIVISION AND TRACT
18A-1-A, UPPER VALLEY SUBDIVISION.

CERTIFICATION

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.

JOB #: 09-22-4872
DRAWN BY: CV CK BY: GH/ET
DATE: 05/24/2023 SCALE: 1"=60'

CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 05-05-2023

223 Silverwood Way



City Plan Commission — July 27, 2023 **REVISED**

CASE NUMBER: PZST23-00010
CASE MANAGER: Nina Rodriguez, (915) 212-1561, 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.

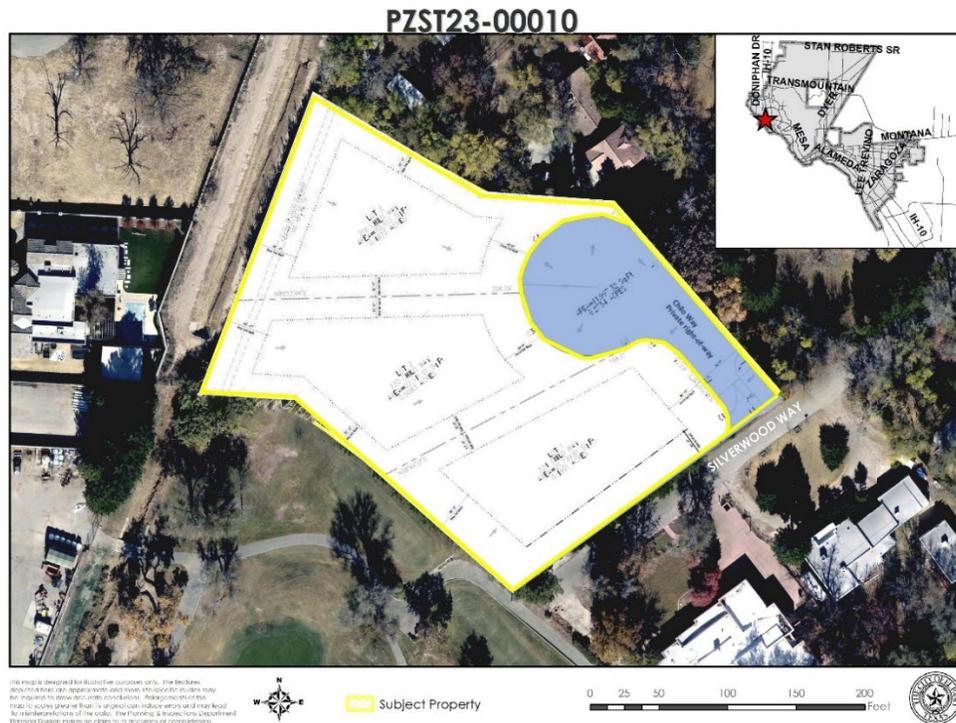


Figure A. Subject Property & Immediate Surroundings

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.

R-1 (District) Zone District - Use		
Density/Dimensional Standard	Required	Proposed
LOT 1		
Lot Area (min.)	20,000 Sq. Ft.	21,739.61 Sq. Ft.
Lot Width (average min.)	125 Feet	103 Feet 4 Inches
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
Cumulative Front & Rear Yard Setback (min.)	100 Feet	60 Feet
Side Yard Setback (min.)	15 Feet	15 Feet
Side Street Yard Setback (min.)	20 Feet	20 Feet
Cumulative Side Yard Setback (min.)	40 Feet	35 Feet
Height (max.)	35 Feet	20 Feet
LOT 2		
Lot Area (min.)	20,000 Sq. Ft.	22,141.01 Sq. Ft.
Lot Width (average min.)	125 Feet	90 Feet 5 Inches
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
Cumulative Side Yard Setback (min.)	40 Feet	30 Feet
Height (max.)	35 Feet	20 Feet
LOT 3		
Lot Area (min.)	20,000 Sq. Ft.	20,353 Sq. Ft.
Lot Width (average min.)	125 Feet	99 Feet 7 Inches
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
Cumulative Side Yard Setback (min.)	40 Feet	30 Feet
Height (max.)	35 Feet	20 Feet

Note: bold indicates requested reductions

COMPLIANCE WITH SPECIAL PERMIT FOR PLANNED RESIDENTIAL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.470)

Criteria	Does the Request Comply?
<p>A. 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:</p>	<p>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.</p>
<p>1. Evaluation Criteria.</p> <p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>2. General Requirements.</p> <p>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.</p>	<p>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.</p>
<p>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.</p>	<p>Yes. The site area for this development is approximately 1.77 acres.</p>
<p>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,</p>	<p>Yes. The applicant is not requesting to reduce the minimum district area.</p>

COMPLIANCE WITH SPECIAL PERMIT FOR PLANNED RESIDENTIAL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.470)	
<p>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).</p>	
<p>d. The setback requirements of the base-zoning district shall not apply to a planned residential development, except as follows:</p> <ul style="list-style-type: none"> 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. 	<p>Yes. The proposed setbacks comply with this requirement.</p>
<p>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.</p>	<p>Yes. The planned residential development is part of a larger semi-rural area and is compatible with the larger neighborhood.</p>
<p>f. No building shall exceed the height requirements of the base-zoning district.</p>	<p>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').</p>
<p>g. Consideration in the site plan review and evaluation process shall include the following:</p> <ul style="list-style-type: none"> 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. 	<p>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.</p>
<p>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.</p>	<p>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.</p>

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
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.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed special permit is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</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.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with Plan El Paso, consider the following factors:	
<p>Compatibility with Surroundings: The proposed or existing zoning district is compatible with those surrounding the site:</p> <p>R-1 (Residential) District: 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.</p>	<p>Yes. single-family dwelling lots are permitted in the R-1 (Residential) district and the proposed development will maintain a low single-family density.</p>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>N/A.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.</p>	<p>There are no anticipated adverse impacts.</p>
<p>Natural Environment: 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>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable and the proposed residential development is compatible with the existing zoning and uses of the surrounding properties.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>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.</p>

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:

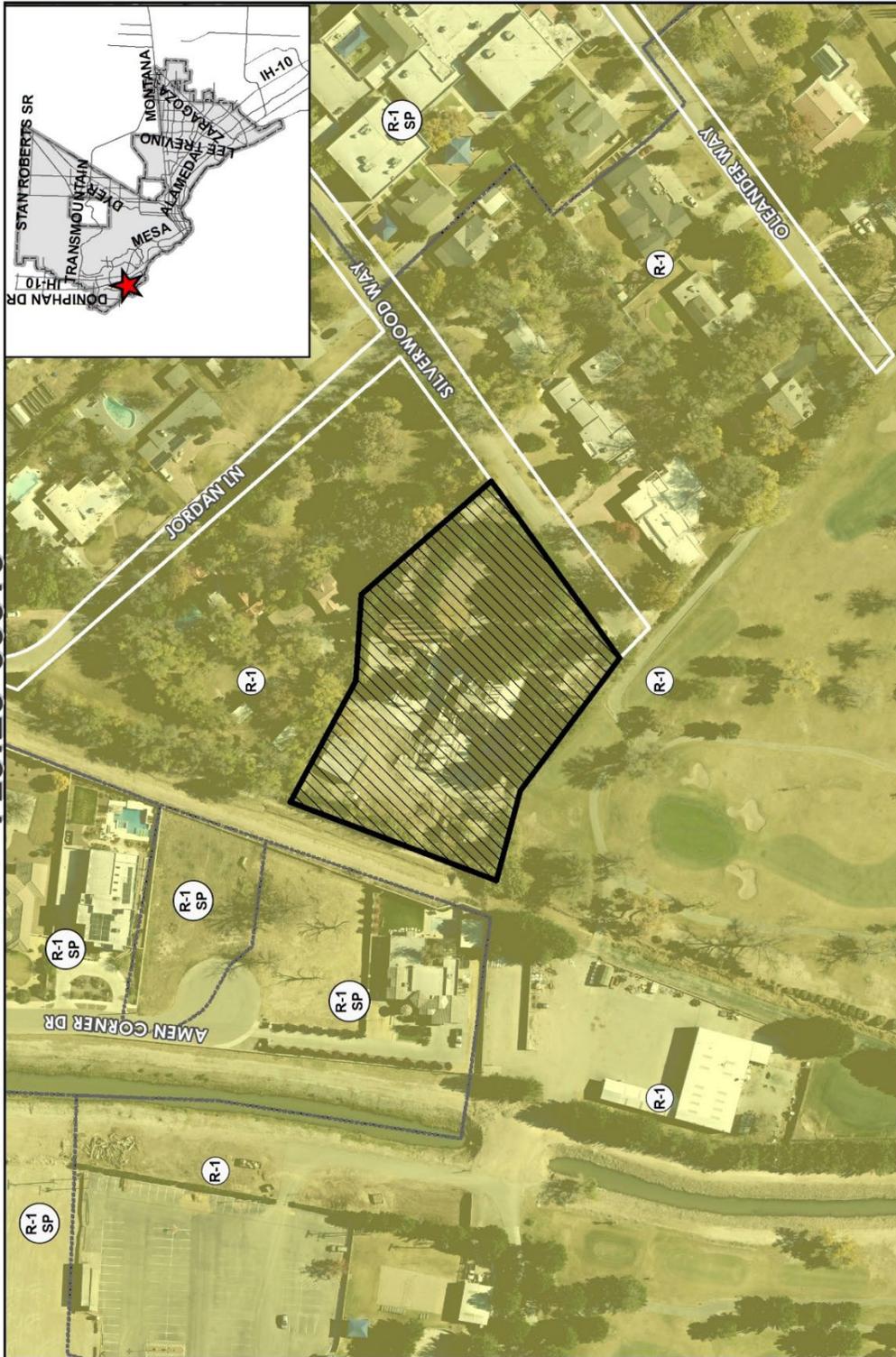
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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

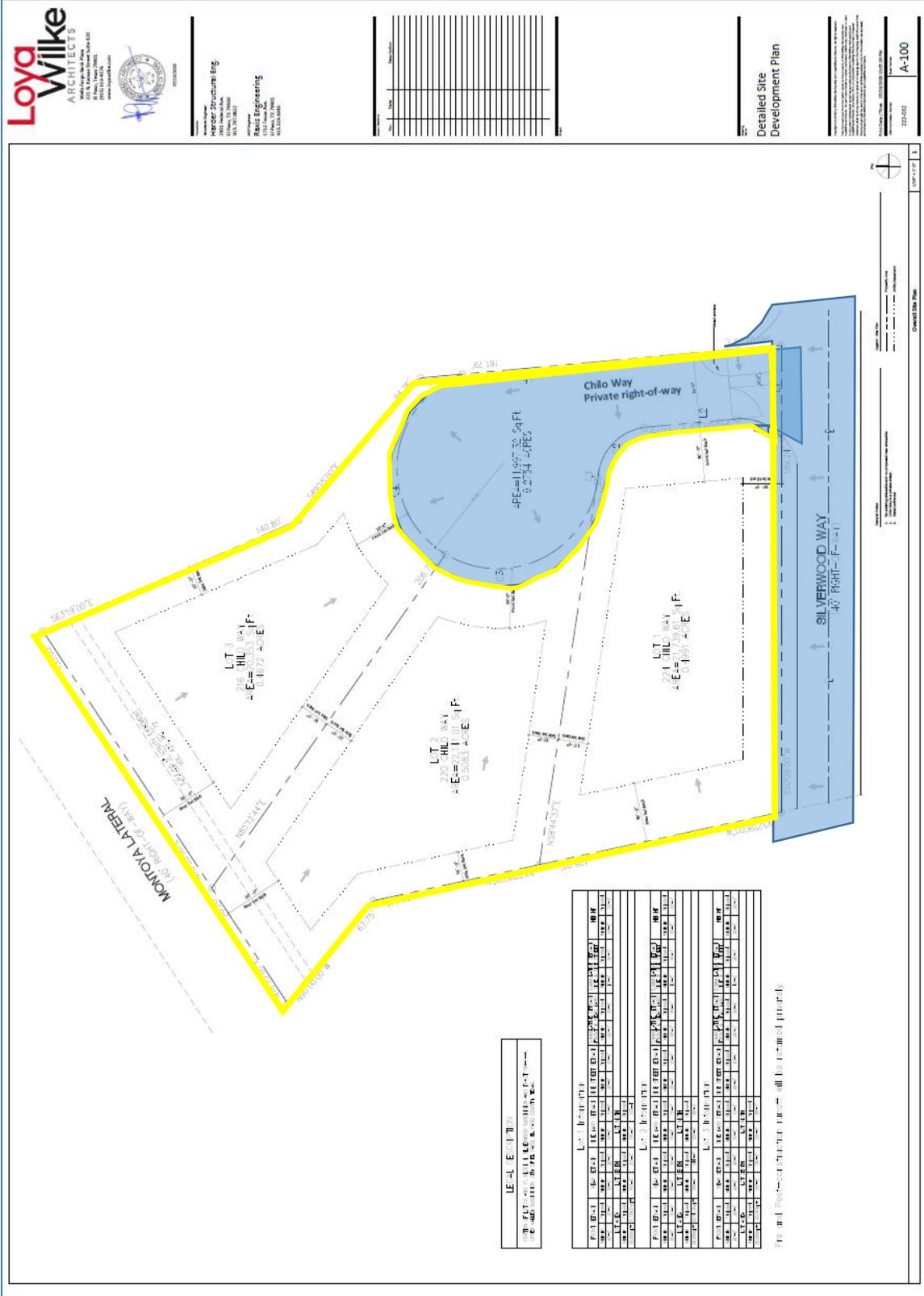
PZST23-00010



 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. Engagements of this nature are subject to change without notice and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends approval.

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".

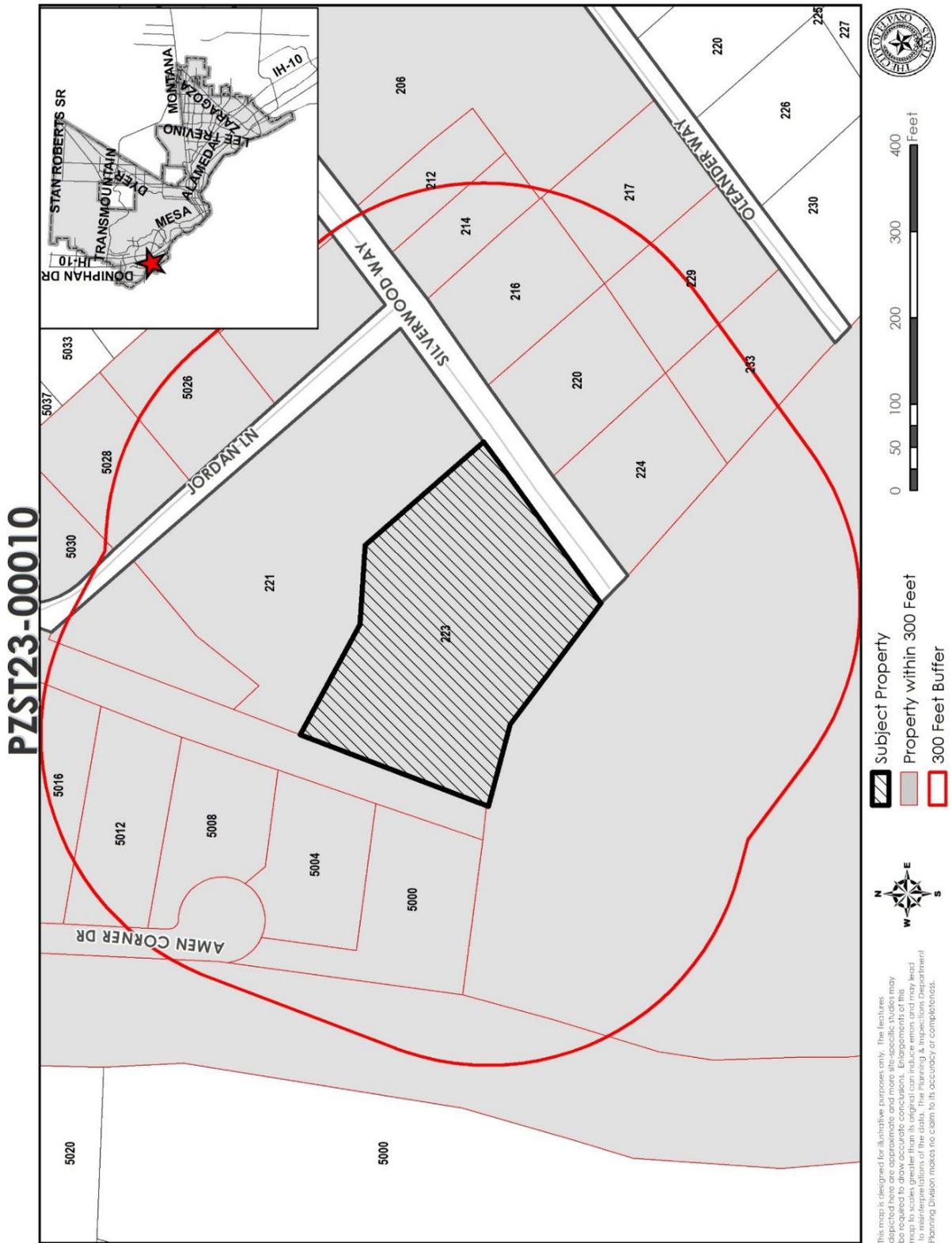
Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4



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

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> 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

DITCHGATES.com
575-404-3289

Ditch Gates LLC is a woman-owned company.
All products are manufactured and assembled in the U.S.A.

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](#)

You don't often get email from ljsmith22@att.net. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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> 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> 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
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. [Learn why this is important](#)

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Did you read my April letter?

----- Forwarded message -----

From: Anne Rowe <annecrowe@gmail.com>
Date: Thu, Apr 13, 2023 at 4:08 PM
Subject: Protest - Silverwood Subdivision Replat A - Resubdivision Combination
To: <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 Beltline, Suite 552
Carrollton Texas 75006

AnneWCRowe@gmail.com

(972) 416-4533

(972) 416-2500 MAIN NUMBER

(972) 417-0685 [Fax]

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promoting, marketing, or recommending to another party any transaction or tax-related matter addressed in this message or attachments.

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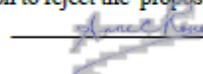
Anne Worcester Coleman Rowe
5723 Charlestown Drive
Dallas, Texas 75230
AnneWCRowe@gmail.com

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

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.
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

File #: 23-1374, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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 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 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 Center 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)

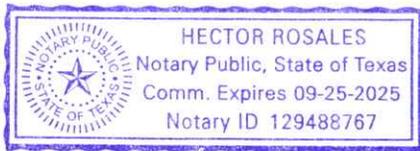
ACKNOWLEDGMENT

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;

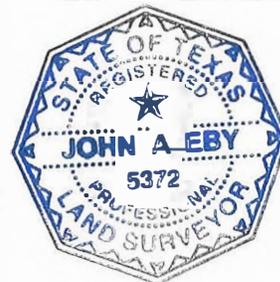
Thence, along said northwesterly right-of-way line, South 52°54'00" West a distance of 90.00 feet to a 5/8 inch rebar with cap found on said northeasterly right-of-way line of Brown Street;

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

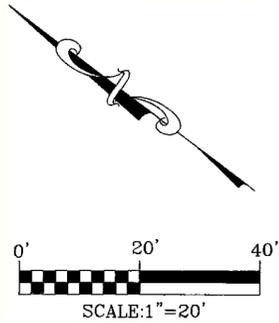
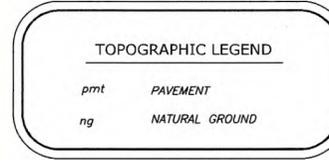
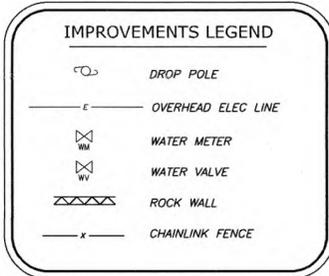
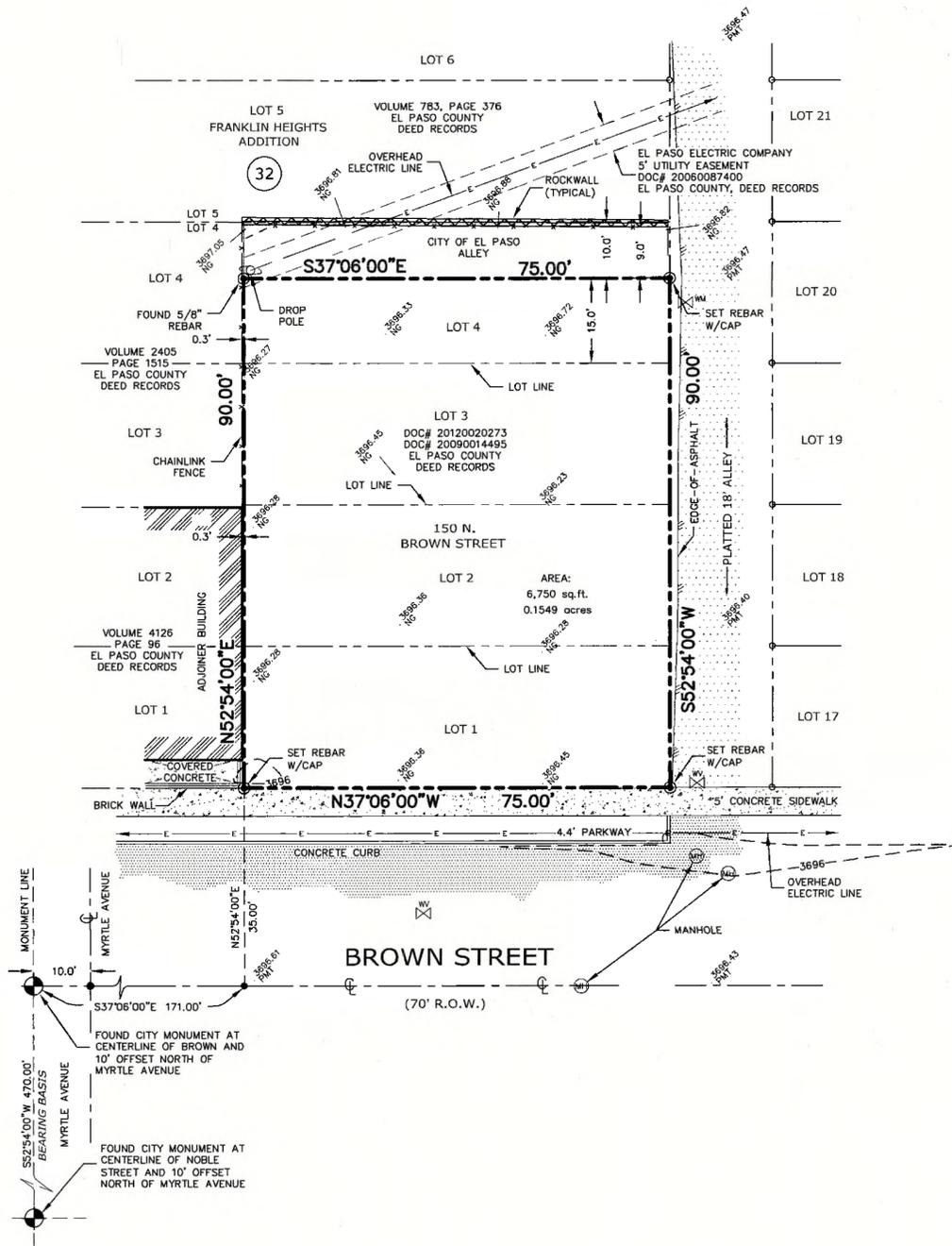

John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

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



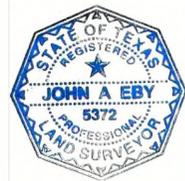
- ### GENERAL NOTES
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.
 - BENCHMARK FOR ELEVATIONS SHOWN HEREON IS A CITY MONUMENT FOUND AT THE CENTERLINE INTERSECTION OF BROWN STREET WITH THE MONUMENT LINE OF MYRTLE AVENUE, BEING 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" 1-800-545-8005 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

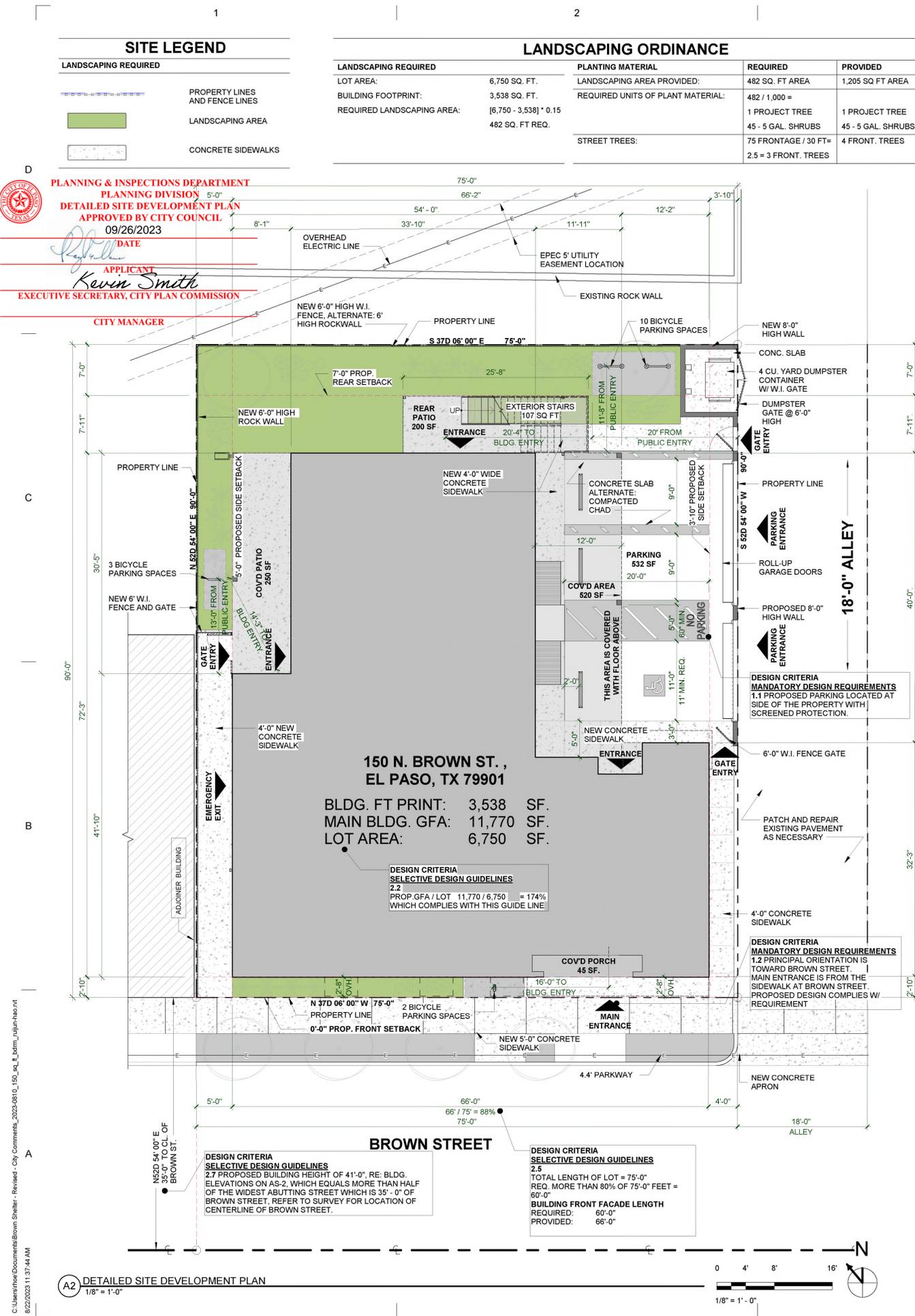
JOHN A. EBEL
 JOHN A. EBEL TX-5372 NM-17779

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.	
13998 BRADLEY ROAD, EL PASO, TEXAS 79938	PH. 915-241-1841 FAX 915-855-6925 © COPYRIGHT



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
 09/26/2023
 DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

C:\Users\jive\Documents\Brown Shaler - Revised - City Comments_2023-09-10_150_N_Brown_St_Ldm_njnhm.txt
 8/22/2023 11:37:44 AM

A2 DETAILED SITE DEVELOPMENT PLAN
 1/8" = 1'-0"

EXHIBIT "B"

CODE ANALYSIS - SPECIAL PERMIT APPLICATION

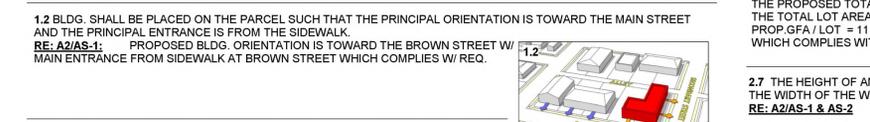
LEGAL DESCRIPTION:	32 FRANKLIN HEIGHTS S 75 FT OF 1 TO 3 & SOUTH 75 FT OF W 15 FT OF 4 0.16 AC (6,750 SQ FT)	PARKING PROVIDED:	2 STANDARD PARKING SPACES 1 VAN ACCESSIBLE PARKING SPACE 3 TOTAL PARKING SPACES
ZONING:	C4	BICYCLE SPACES REQUIRED:	SUBSTITUTION OF BICYCLE PARKING WITH PARKING REDUCTION: 10% OF 18 PARKING SPACES = 1.8 REQUIRED/ROUNDED TO 2 REQUIRED VEHICULAR SPACES TO BE SUBSTITUTED FOR BICYCLE SPACES AT THE RATE OF 6 BICYCLES PER 1 VEHICULAR PARKING SPACE (20.14:130)
GID:	F60799903200100	BICYCLE PARKING PROVIDED:	2 VEHICULAR * 6 BICYCLE = 12 ADD. B.P. 12 + 3 = 15 TOTAL REQ. BICYCLE PK.
PID:	347043	PARKING REDUCTION:	3 PARKING PROV. + 2 SUBSTITUTE W/ BICYCLE, PROPOSED TOTAL 13 PARKING SPACE REDUCTION (72%)
OWNER:	OPPORTUNITY CENTER FOR THE HOMELESS PO BOX 63 EL PASO, TX 7941-0063	BUILDING AREAS:	LEVEL AREA 1ST FLOOR 3,538 SQ FT 2ND FLOOR 4,116 SQ FT 3RD FLOOR 4,116 SQ FT TOTAL 11,770 SQ FT
PERMISSIBLE USES:	RESIDENTIAL APARTMENT	TYPE OF CONSTRUCTION:	TYPE V - B SPRINKLERED [SM]
OCCUPANCY LOAD:	35 RESIDENTS 3 FACILITY STAFF	BUILDING DESCRIPTION	ALLOWED PROPOSED 60 FT 41 FT 3 STORIES 3 STORIES 21,000 SQ FT 11,770 SQ FT
ZONING DENSITY REQ. FOR 3 STORIES OR MORE:	REQ. SF PER DWELLING UNIT: 600 SF PER UNIT REQ. DENSITY: 6,750 SF LOT / 500 SF = 13.5 ALLOWABLE DENSITY INCREASE: 50% x 13.5 = 21 UNITS PROP. DWELLING UNITS DENSITY: 25 (85% INCREASE) PROP. SF PER DWELLING UNIT: 270 SF PER UNIT	VEHICULAR PARKING AND BICYCLE PARKING	
ZONING SETBACKS:	FRONT YARD: 0 FT 2 FT 10 IN. REAR YARD: 25 FT 7 FT SIDE YARD (LEFT): 5 FT 5 FT RIGHT SIDE YARD: 5 FT 3 FT 10 IN.	PARKING REQUIREMENTS:	RESIDENTIAL APARTMENT 25 PER 7 ELDERLY + 17.5 ROUND TO 18 SPACES REQUIRED

DESIGN CRITERIA

MANDATORY DESIGN REQUIREMENTS

1.1 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 21.50.070(F)(5). ON-SITE SURFACE PARKING SHALL NOT BE LOCATED IN THE FRONT YARD.
RE: A2/AS-1: PROPOSED PARKING SPACES ON SITE ARE LOCATED AT RIGHT SIDE OF THE PROPERTY ADJACENT TO THE ALLEY WITH SCREENED PROTECTION.

1.2 BLDG. SHALL BE PLACED ON THE PARCEL SUCH THAT THE PRINCIPAL ORIENTATION IS TOWARD THE MAIN STREET AND THE PRINCIPAL ENTRANCE IS FROM THE SIDEWALK.
RE: A2/AS-1: PROPOSED BLDG. ORIENTATION IS TOWARD THE BROWN STREET W/ MAIN ENTRANCE FROM SIDEWALK AT BROWN STREET WHICH COMPLIES W/ REQ.



1.3 PROPOSED ABUTTING EXISTING RESIDENTIAL DEVELOPMENT THE FRONT BLDG. SETBACK SHALL NOT DEVIATE FROM THE AVEG. FRONT SETBACK OF LOTS WITHIN THE SAME BLOCK AS PROPOSED DEVELOPMENT BY MORE THAN 15%.

SETBACKS OF LOTS:

LOT #	PROP.	AVERAGE SETBACKS:
LOT 1:	0'	0'-0" + 5'-0" + 5'-0" = 10'
LOT 2:	0'	15' / 5 (LOTS) = 3'
LOT 3:	6.5'	3' + 15% = 3.45'
LOT 4:	6.5'	3' + 0.45 = 3.45'
LOT 5:	6.5'	3' - 0.45 = 2.54'
LOT 6:	2'	

ALL SETBACKS OF THIS BLOCK HAVE A FRONT SETBACK VARIES FROM 0 TO 6.5'. SEE CHART ABOVE. PROPOSED BUILDING FRONT SETBACK IS 2'-10" (2.83') WHICH IS WITHIN THE REQUIRED 15% DEVIATION OF THE 3' AVERAGE SETBACK (2.84' < X < 3.45') WHICH COMPLIES.



LEGAL DESCRIPTION

E 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, CITY OF EL PASO, EL PASO COUNTY TEXAS.

PARKING COUNT - AUG. 10, 2023

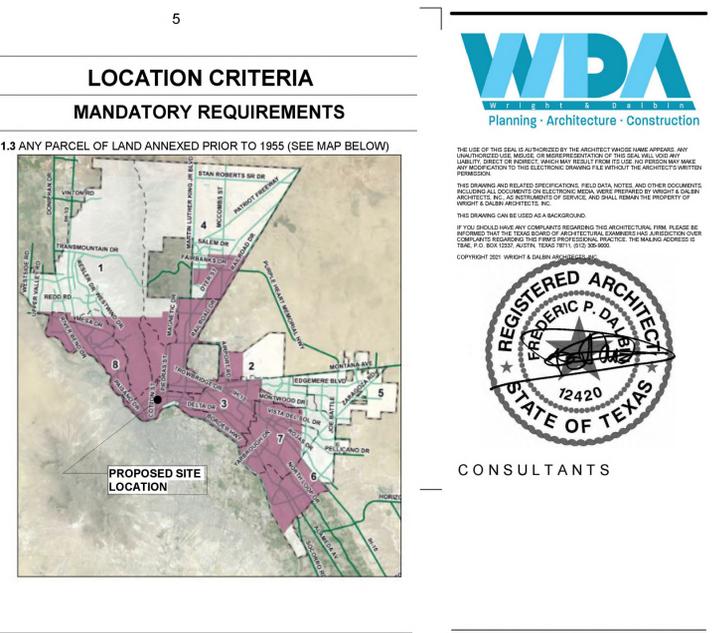
TIME	MYRTLE AVE.	BROWN ST.	MAGOFFIN AVE.	TOTAL	NUM. AVAIL.
8:00 AM	36 OCCUPIED	11 OCCUPIED	9 OCCUPIED	46 TOTAL	44 AVAILABLE
9:00 AM	36 OCCUPIED	10 OCCUPIED	10 OCCUPIED	46 TOTAL	44 AVAILABLE
10:00 AM	36 OCCUPIED	14 OCCUPIED	10 OCCUPIED	60 TOTAL	37 AVAILABLE
11:00 AM	36 OCCUPIED	13 OCCUPIED	12 OCCUPIED	61 TOTAL	36 AVAILABLE
12:00 PM	36 OCCUPIED	12 OCCUPIED	10 OCCUPIED	47 TOTAL	45 AVAILABLE
1:00 PM	36 OCCUPIED	17 OCCUPIED	11 OCCUPIED	44 TOTAL	46 AVAILABLE
2:00 PM	36 OCCUPIED	11 OCCUPIED	12 OCCUPIED	41 TOTAL	48 AVAILABLE
3:00 PM	36 OCCUPIED	10 OCCUPIED	9 OCCUPIED	43 TOTAL	45 AVAILABLE
4:00 PM	36 OCCUPIED	10 OCCUPIED	10 OCCUPIED	46 TOTAL	43 AVAILABLE
5:00 PM	36 OCCUPIED	9 OCCUPIED	11 OCCUPIED	46 TOTAL	44 AVAILABLE
6:00 PM	17 OCCUPIED	14 OCCUPIED	9 OCCUPIED	39 TOTAL	45 AVAILABLE
7:00 PM	15 OCCUPIED	13 OCCUPIED	9 OCCUPIED	37 TOTAL	43 AVAILABLE
8:00 PM	14 OCCUPIED	12 OCCUPIED	10 OCCUPIED	36 TOTAL	43 AVAILABLE

PARKING SPACES AVAILABLE DAILY: 44 AVG. 46 AVAIL.

NOTES:

- STREET PARKING SPACES SHOWN ARE 8 FT X 22 FT
- STREET PARKING SPACES ARE 10 FT MIN. AWAY FROM INTERSECTIONS
- PARKING SPACES (3) WITHIN THE PROPOSED BUILDING ARE 9 FT X 20 FT
- AERIAL PHOTO HAS BEEN SCALED TO 1:100
- PROPOSED USED FOR PROPERTY TO BE: RESIDENTIAL APARTMENTS

A4 PARKING STUDY
 1" = 100'-0"



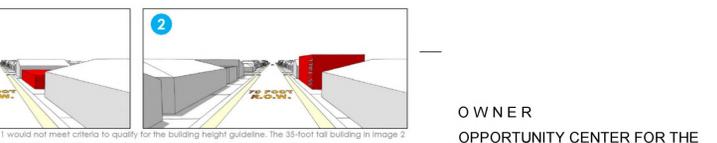
SELECTIVE DESIGN GUIDELINES

2.2 THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED BY THE TOTAL LOT AREA FOR INFILL DEVELOPMENT PROJECTS SHALL BE NO LESS THAN 80%.
RE: A2/AS-1

2.5 TOTAL WIDTH OF THE STRUCTURE IS GREATER THAN 80% OF THE TOTAL LOT WIDTH ALONG BROWN STREET
RE: A2/AS-1

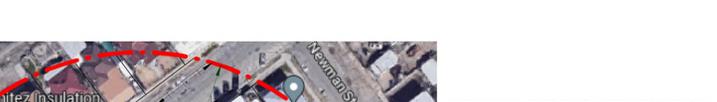
TOTAL LENGTH OF LOT = 75'-0"
 REQ. MORE THAN 80% OF 75'-0" FEET = 60'-0"
BUILDING FRONT FACADE LENGTH REQUIRED: 60'-0"
PROVIDED: 66'-0"

2.7 THE HEIGHT OF ANY PROPOSED INFILL DEVELOPMENT SHALL BE EQUAL TO AT LEAST HALF THE WIDTH OF THE WIDEST ABUTTING STREET.
RE: A2/AS-1 & AS-2



REQ. BLDG. HT FOR BROWN STREET: MORE THAN 35'-0"
PROP. BLDG. HT: 41'-0"
MOST PORTION @ 39'-0"
HIGHEST POINT @ 41'-0"

PROPOSED BLDG. HEIGHT WHICH IS 41' MEETS AT LEAST HALF OF THE BROWN STREET WIDTH WHICH IS 35'



SPECIAL PERMIT APPLICATION

MARK	DATE	INFILL COMMENTS	DESCRIPTION
1	07/22/2023		
			210314
	08/22/2023		
			MRJRH
			FD

SHEET TITLE

DETAILED SITE DEVELOPMENT PLAN

AS-1



THE USE OF THIS SEAL IS AUTHORIZED BY THE ARCHITECT WHOSE NAME APPEARS. ANY UNAUTHORIZED USE, MISUSE, OR MISREPRESENTATION OF THIS SEAL IS A VIOLATION OF THE ARCHITECT'S ETHICS AND MAY BE SUBJECT TO DISCIPLINARY ACTION BY THE ARCHITECTURAL BOARD OF THE STATE OF TEXAS. THIS DRAWING AND RELATED SPECIFICATIONS, FIELD DATA, NOTES AND OTHER DOCUMENTS INCLUDING OVERSIGHTS AND REVISIONS, SHALL BE THE PROPERTY OF WDA ARCHITECTS, P.C. AN ARCHITECT OF RECORD AND SHALL REMAIN THE PROPERTY OF WDA ARCHITECTS, P.C. THIS DRAWING CAN BE USED AS A BACKGROUND. IF YOU SHOULD HAVE ANY COMPLAINTS REGARDING THIS ARCHITECTURAL FIRM PLEASE BE INFORMED THAT THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS HAS A DISCIPLINARY COMPLAINT PROCEDURE. THE ARCHITECT'S OFFICE IS: WDA ARCHITECTS, P.C. 1000 WEST 15TH STREET, SUITE 200, EL PASO, TEXAS 79901. PHONE: (972) 500-0000. COPYRIGHT 2021 WDA ARCHITECTS, P.C.



CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS COINCIDENTAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

LA CASA DE LOS ABUELOS

150 BROWN ST., EL PASO, TX 79901

OWNER
 OPPORTUNITY CENTER FOR THE HOMELESS

150 Brown

City Plan Commission — September 7, 2023



CASE NUMBER:	PZST23-00007
CASE MANAGER:	Nina Rodriguez, (915) 212-1561, RodriguezNA@elpasotexas.gov
PROPERTY OWNER:	Opportunity Center for the Homeless
REPRESENTATIVE:	Fred Dalbin, Wright & Dalbin Architects
LOCATION:	150 Brown Street (District 8)
PROPERTY AREA:	0.15 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	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
RELATED APPLICATIONS:	None
PUBLIC INPUT:	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.

PZST23-00007



This map is designed for illustrative purposes only. The locations depicted herein are approximate and these site-specific studies may be required to show accurate conditions. Measurements are the best to access greater than 100 feet and may be less in measurement at the date. The Planning & Inspection Department planning team makes no claim for its accuracy or completeness.



Subject Property

0 15 30 60 90 120 Feet



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:

C-4 (Commercial) Zone District – Apartments		
Density/Dimensional Standard	Required	Proposed
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
Rear Yard Setback (min.)	25 Feet	7 Feet
Side Yard Setback (Left) (min.)	5 Feet	5 Feet
Side Yard Setback (Right) (min.)	5 Feet	3 Feet 10 Inches
Height (max.)	60 Feet	41 Feet
Density (max.)	500 Sq. Ft./Unit (3 or more stories)	270 Sq. Ft./Unit
Allowable Number of Units (max.)	13.5 Units	25 Units

Note: bold indicates requested modifications

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	Does the Request Comply?
Location Criteria: 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.
Mandatory Design Requirement 1.1: 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.
Mandatory Design Requirement 1.2: 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.
Mandatory Design Requirement 1.3: 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.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Selective Design Requirement 2.2: 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.
Selective Design Requirement 2.5: 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.
Selective Design Requirement 2.7: 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.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
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.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial and/or Railyards: 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Residential) District: 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>
THE PROPOSED PROJECT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The subject property does not reside within any historic districts or special designations and study areas.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.</p>	<p>There are no anticipated adverse impacts.</p>
<p>Natural Environment: 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>Stability: 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>

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with Plan El Paso, consider the following factors:

Socioeconomic & Physical Conditions: 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:

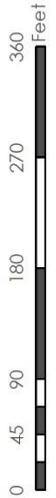
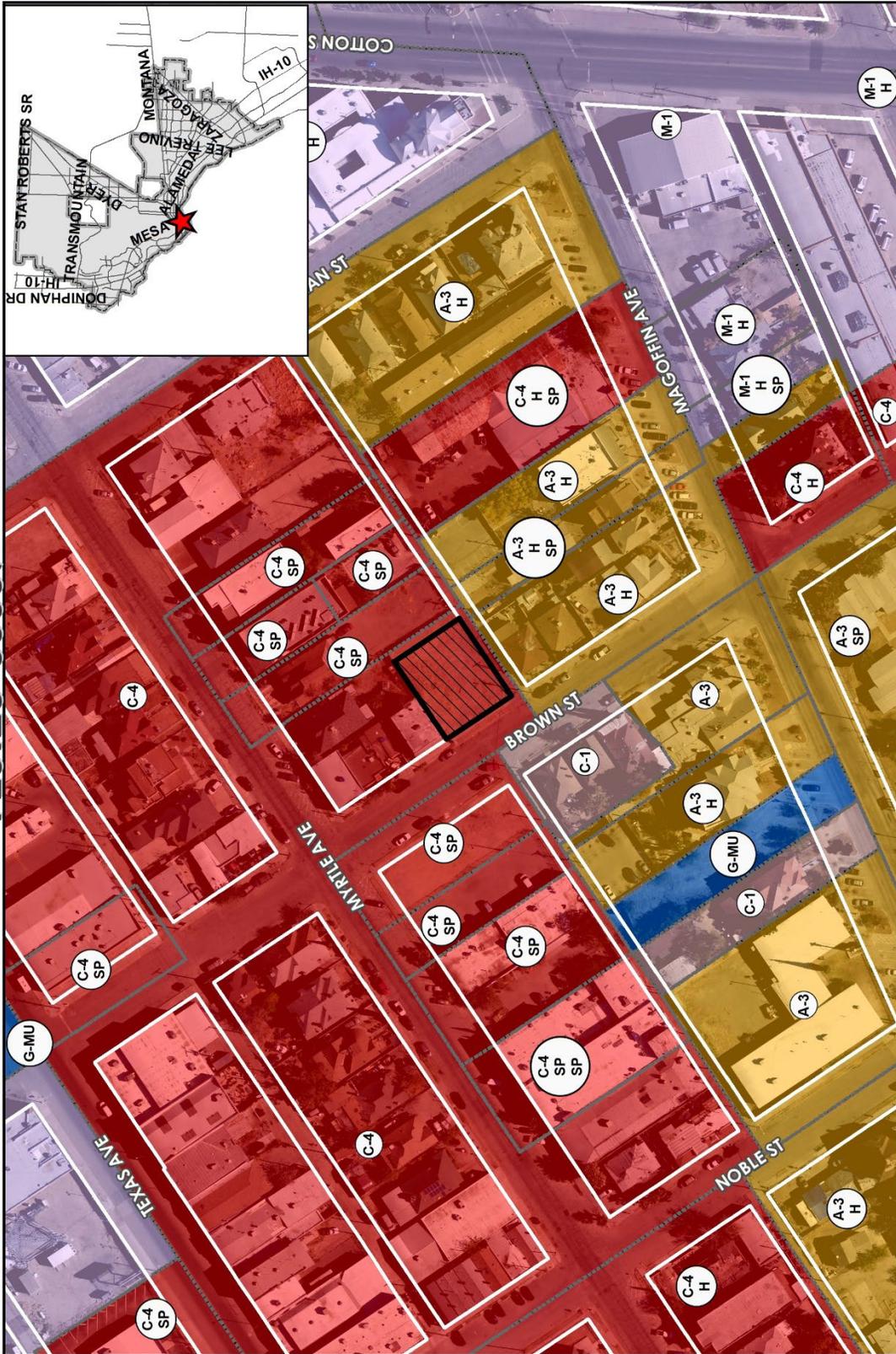
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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

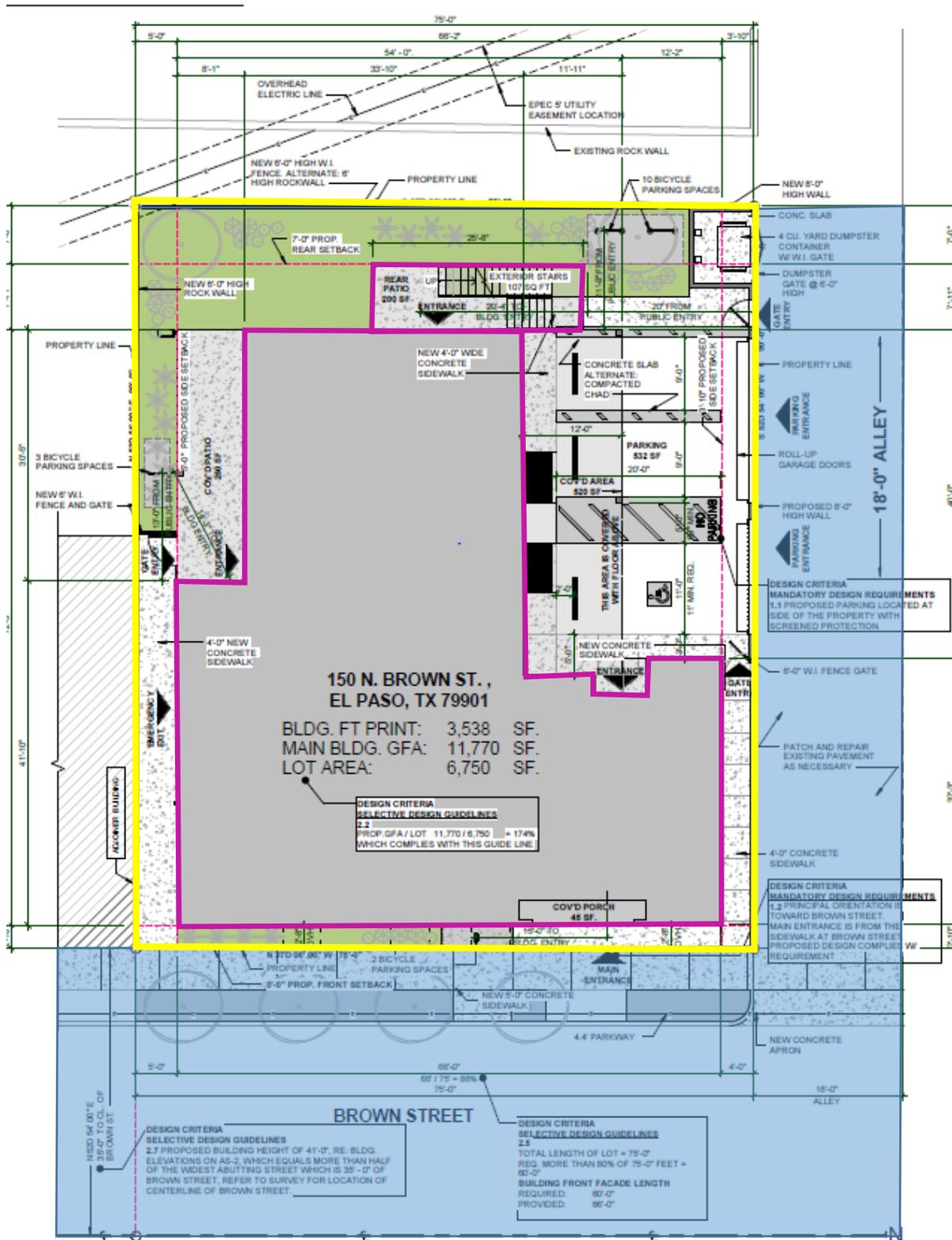
PZST23-00007

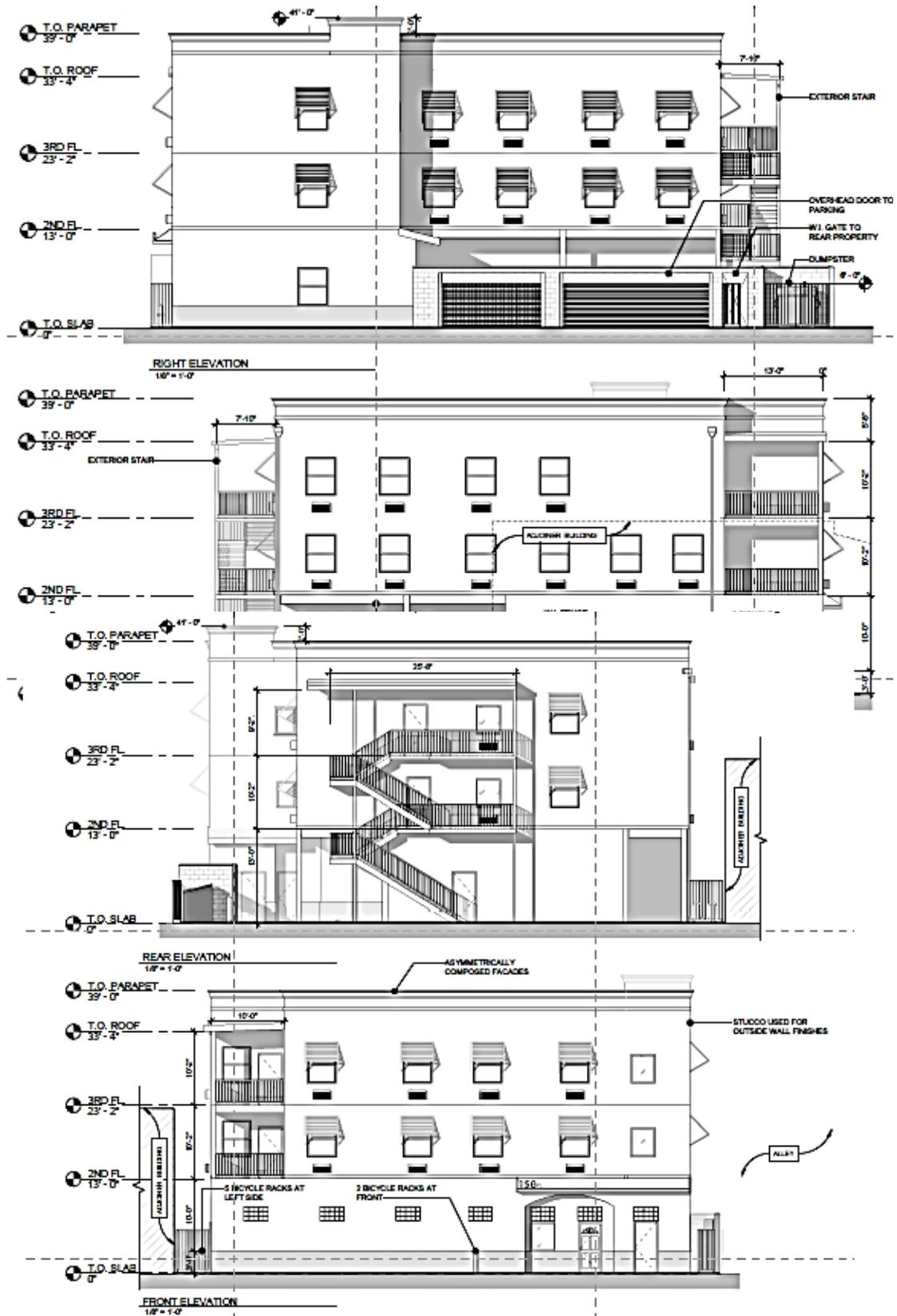


Subject Property



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 3



PARKING COUNT - AUG. 10, 2023

TIME	MYRTLE AVE. 36 AVAIL.	BROWN ST. 39 AVAIL.	MAGOFFIN AVE. 15 AVAIL.	TOTAL	NUM. AVAIL.
8:00 AM	26 OCCUPIED	11 OCCUPIED	08 OCCUPIED	45 TOTAL	44 AVAILABLE
9:00 AM	24 OCCUPIED	10 OCCUPIED	13 OCCUPIED	47 TOTAL	37 AVAILABLE
10:00 AM	26 OCCUPIED	14 OCCUPIED	13 OCCUPIED	53 TOTAL	46 AVAILABLE
11:00 AM	25 OCCUPIED	12 OCCUPIED	12 OCCUPIED	49 TOTAL	48 AVAILABLE
12:00 PM	16 OCCUPIED	12 OCCUPIED	11 OCCUPIED	39 TOTAL	46 AVAILABLE
1:00 PM	21 OCCUPIED	17 OCCUPIED	12 OCCUPIED	50 TOTAL	46 AVAILABLE
2:00 PM	23 OCCUPIED	10 OCCUPIED	12 OCCUPIED	45 TOTAL	46 AVAILABLE
3:00 PM	25 OCCUPIED	10 OCCUPIED	09 OCCUPIED	44 TOTAL	46 AVAILABLE
4:00 PM	25 OCCUPIED	10 OCCUPIED	11 OCCUPIED	46 TOTAL	46 AVAILABLE
5:00 PM	17 OCCUPIED	14 OCCUPIED	08 OCCUPIED	39 TOTAL	51 AVAILABLE
6:00 PM	15 OCCUPIED	13 OCCUPIED	08 OCCUPIED	36 TOTAL	52 AVAILABLE
8:00 PM	14 OCCUPIED	12 OCCUPIED	12 OCCUPIED	38 TOTAL	52 AVAILABLE
FARKING SPACES AVAILABLE DAILY				44 AVG.	46 AVAIL.

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.



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? 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 Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

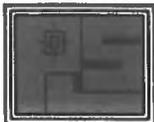
Russell Abeln

Russell T. Abeln
Assistant City Attorney

Philip 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:

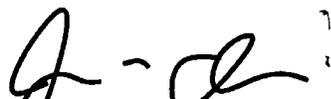
Commencing for reference at a found nail and the intersection of Neptune Street and
Sunrise Ave., thence along the centerline of Sunrise Ave. (60' right of way), North
88°51'00" East a distance of 135.00 feet to a point, thence leaving said centerline, South
01°09'00" East a distance of 30.00 feet to a set 1/2" 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

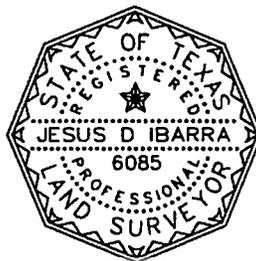
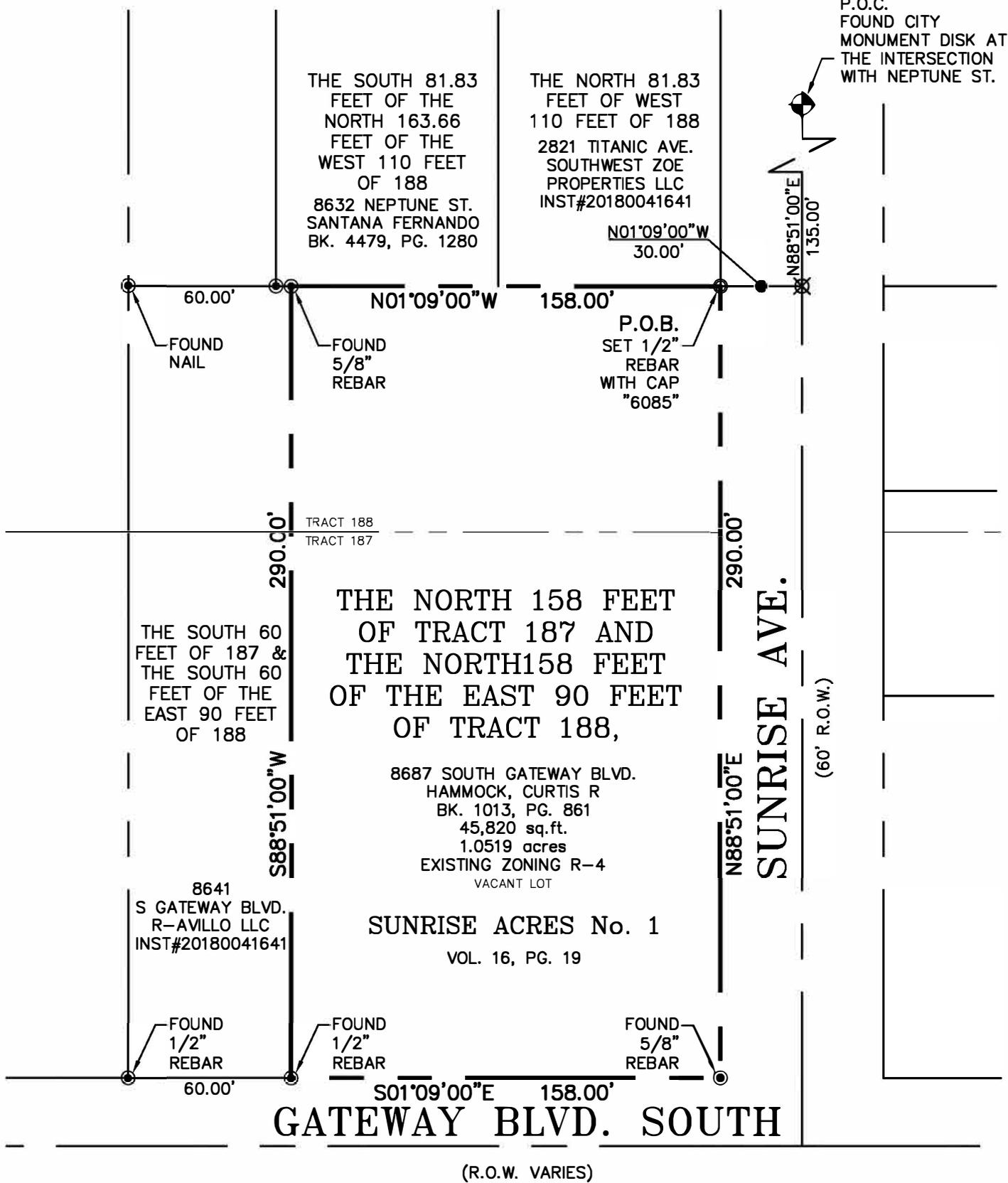


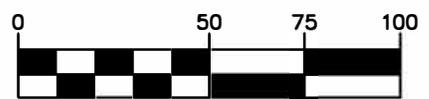
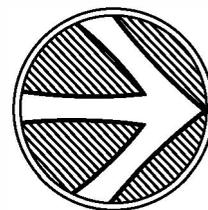
EXHIBIT "A"



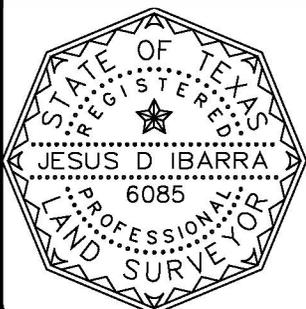
P.O.C. FOUND CITY MONUMENT DISK AT THE INTERSECTION WITH NEPTUNE ST.

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.



1" = 50'



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.

Jesus D. Ibarra

4-5-2022

JESUS D. IBARRA RPLS#6085, FIRM#10194184



PRECISION LAND SURVEYORS
1041 VALLE DE ORO DR.
EL PASO, TEXAS 79927
(915)222-5227

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8687 Gateway South

City Plan Commission — August 10, 2023

CASE NUMBER:	PZRZ23-00008
CASE MANAGER:	Nina Rodriguez, (915) 212-1561, 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.*

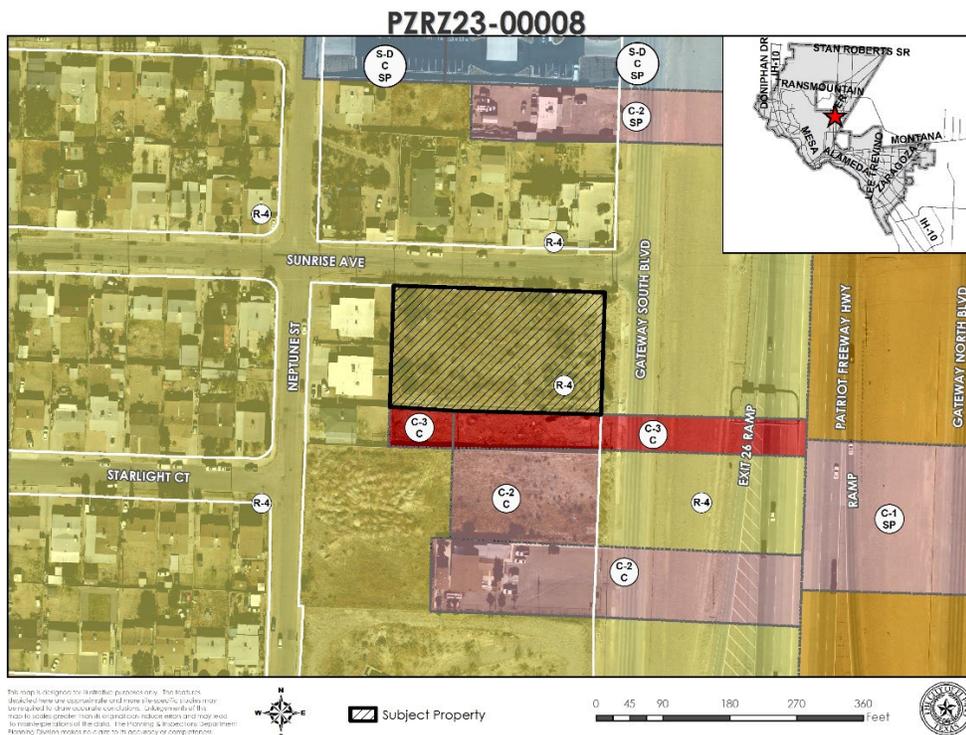


Figure A. Subject Property & Immediate Surroundings

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.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-2 (Commercial) District: 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not</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>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
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.
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	This property does not fall within any historic districts, special designations, or study plan areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: 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.
Socioeconomic & Physical Conditions: 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

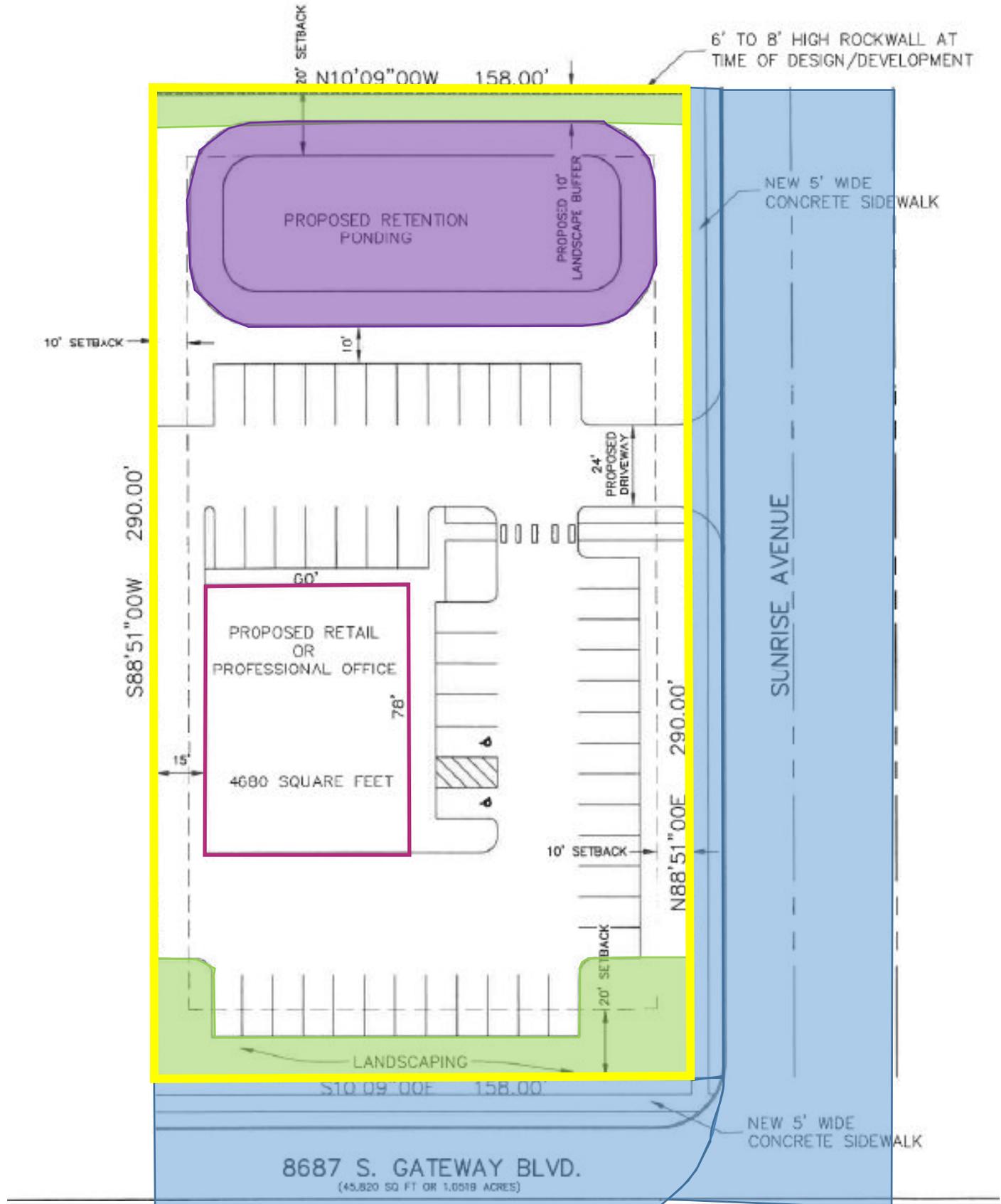
PZRZ23-00008



 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

Note: Comments will be addressed at permitting stage.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 4

PZR23-00008



- Subject Property
- Property within 300 Feet
- 300 Feet Buffer



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File #: 23-1386, Version: 3

**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? 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

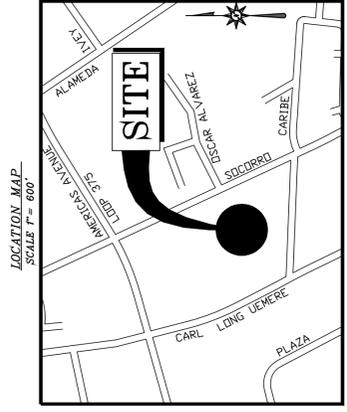
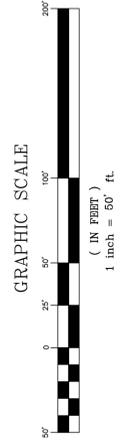
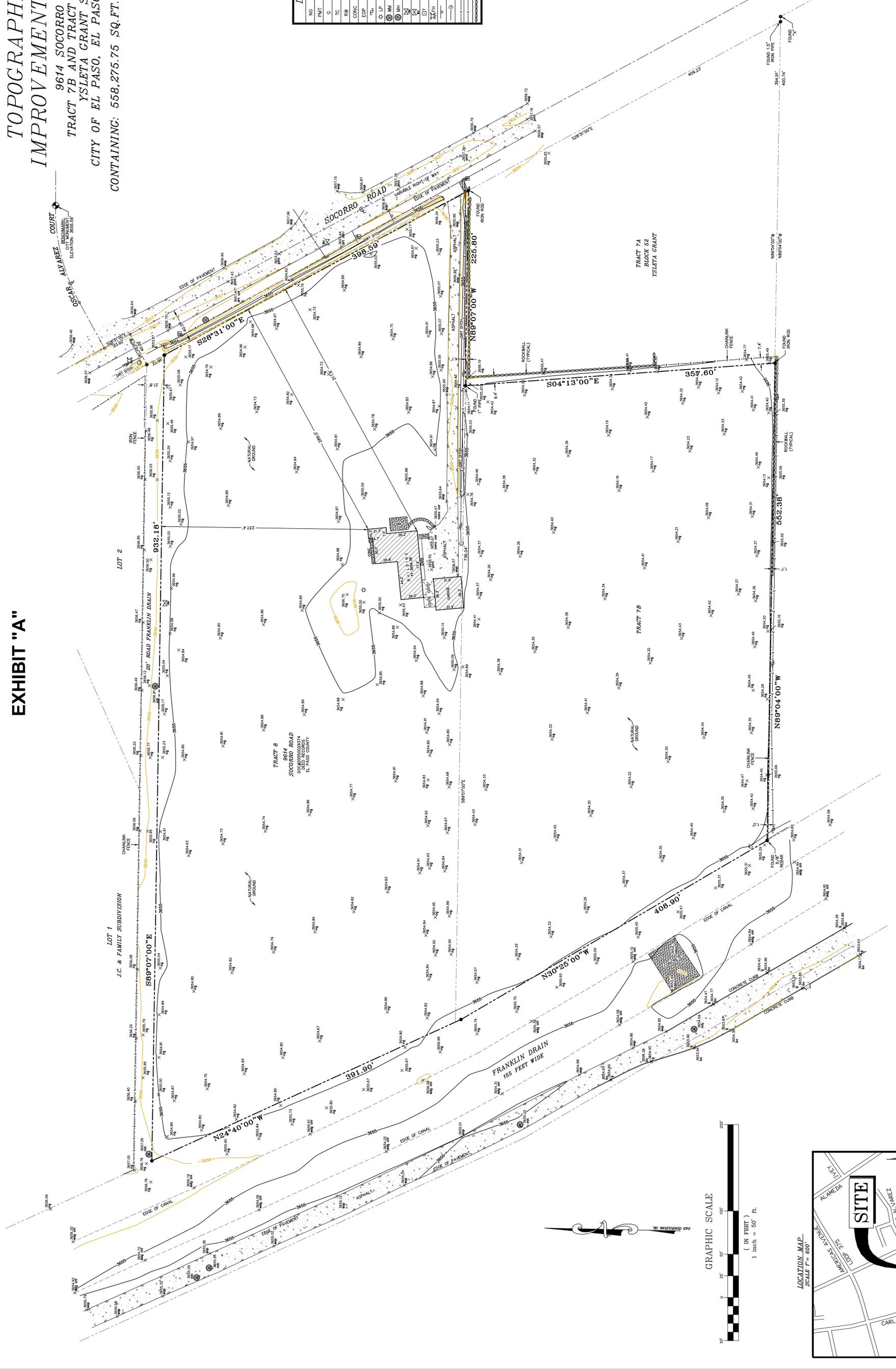
TRACT Eight (8), in Block Fifty-two (52) of the YSLETA GRANT in El Paso County, Texas containing 7.55 acres of land more or less.

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 ±

LEGEND	
NG	= NATURAL GROUND
PMT	= PAVEMENT
G	= GUTTER
TC	= TOP OF CURVE
RW	= ROCKWALL
CONC	= CONCRETE
EDP	= EDGE OF PAVEMENT
CP	= POWER POLE
LP	= LIGHT POLE
WM	= WATER METER
WH	= MANHOLE
GM	= GAS METER
WV	= WATER VALVE
TE	= TELEPHONE BOX
FH	= FIRE HYDRANT
S	= SIGN
—	= GUY WIRE
—	= FENCE
—	= OVERHEAD ELECTRIC
—	= ROCKWALL



BENCH MARK:
FOUND CITY OF EL PASO
PACIFIC POWER & LIGHT
BENCH MARK ELEVATION: 3665.69' CITY DATUM
CONTOUR INTERVAL: 1 FOOT
CONTOUR LABEL: 6 FEET

COPYRIGHT © 2019 CAD CONSULTING CO. ALL RIGHTS RESERVED
CAD 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 DEPICTED TRACT LIES IN ZONE "C" AND "A1", COMMUNITY PANEL NO. 48274-0556-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 SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF.
 CARLOS M. JIMENEZ, P.E.
 LICENSE NO. 3860
 PROFESSIONAL LAND SURVEYOR
 STATE OF TEXAS
 EXPIRES 06/30/2025

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
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-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*
 - *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

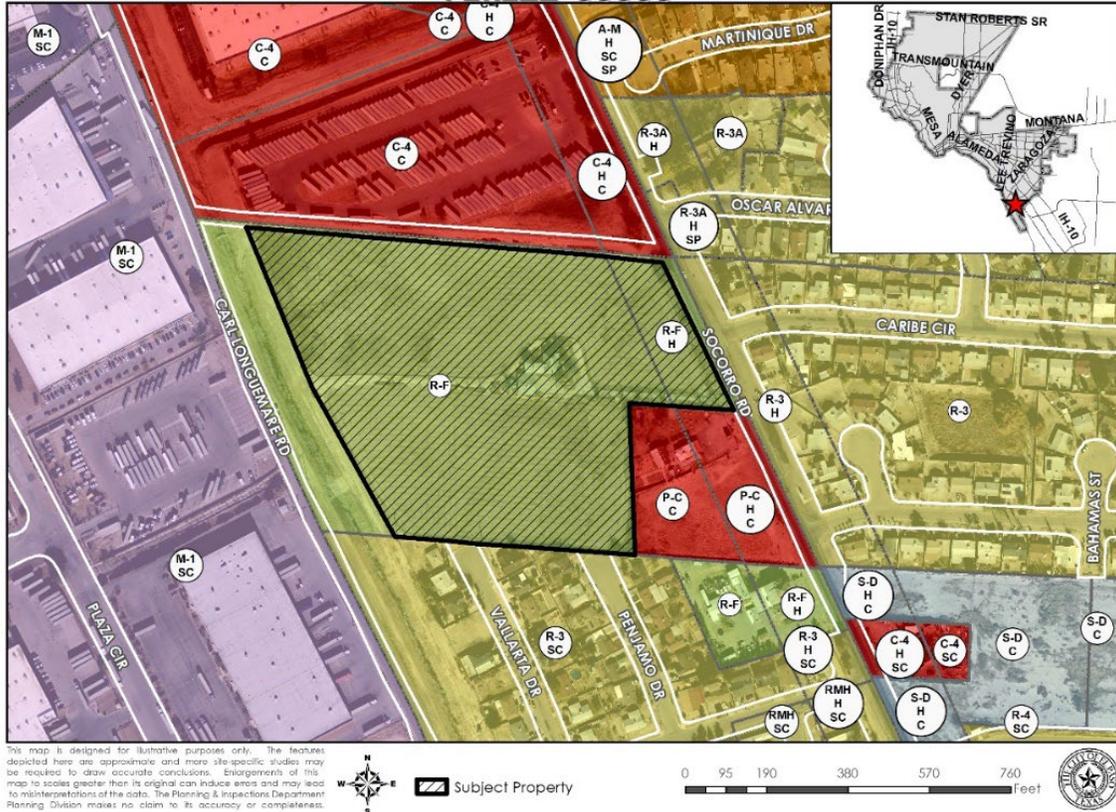


Figure A. Subject Property & Immediate Surroundings

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.

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial: 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>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: 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>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</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>
THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: 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>

REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Potential Adverse Effects: 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.
Natural Environment: Anticipated effects on the natural environment.	None. The subject properties do not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: 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.
Socioeconomic & Physical Conditions: 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

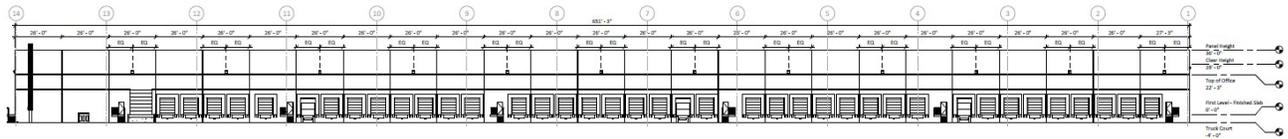
ATTACHMENT 1



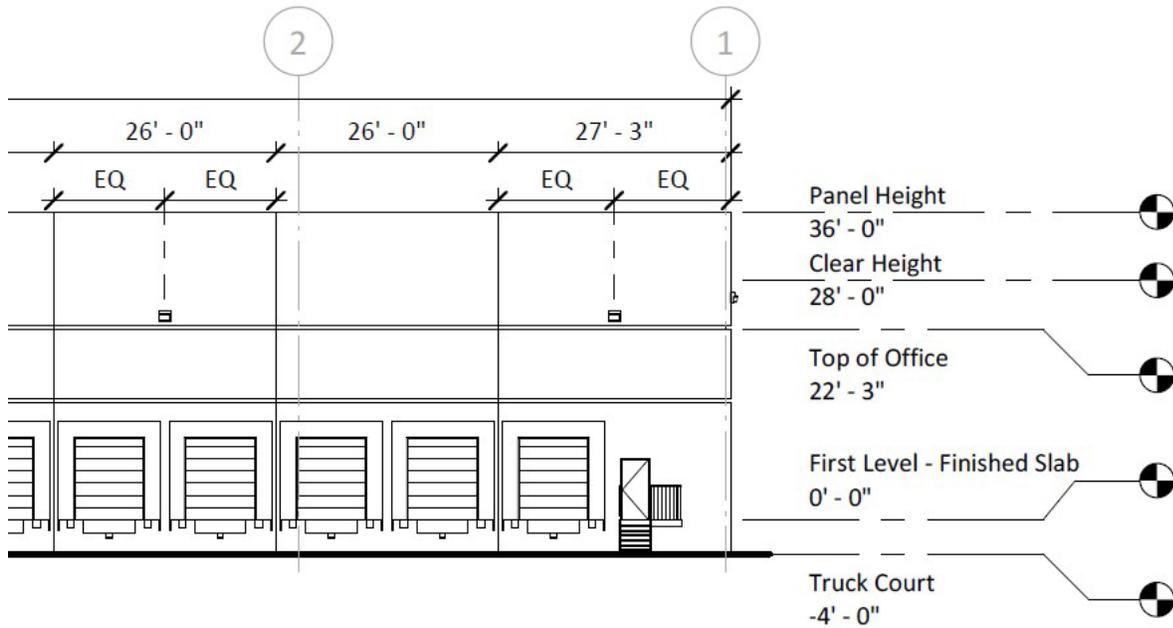
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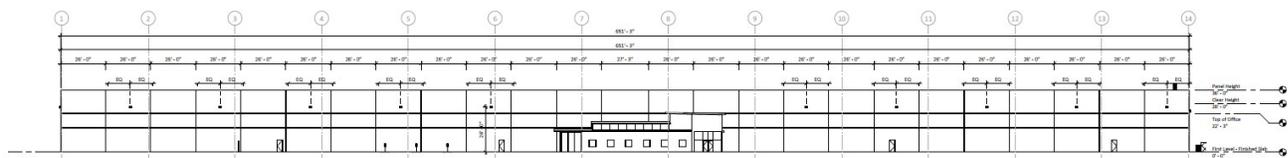
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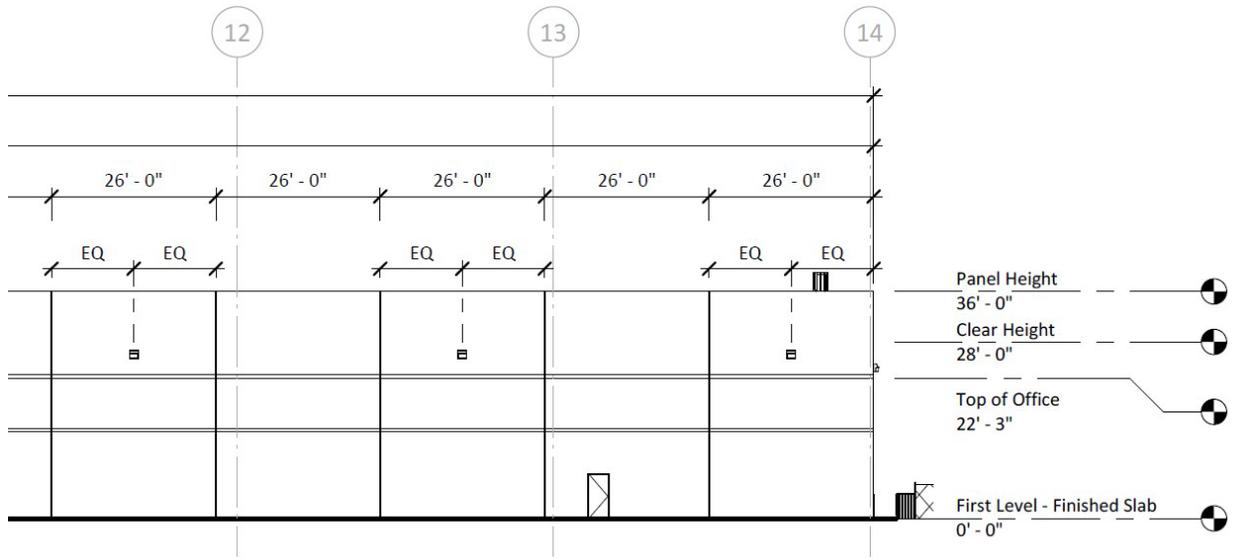
North Elevation



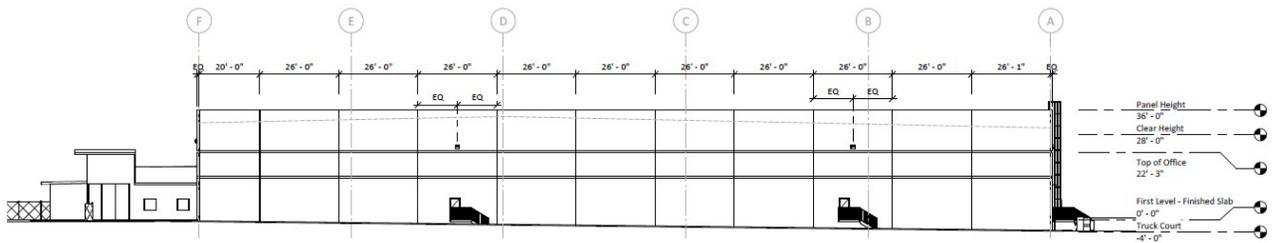
North Elevation (Enlarged)



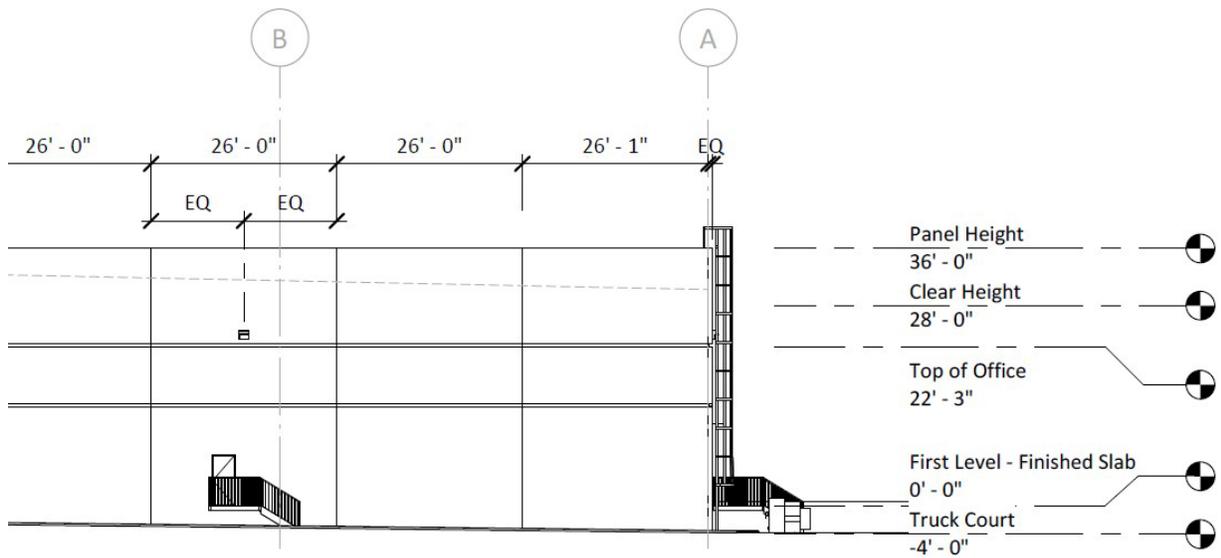
South Elevation



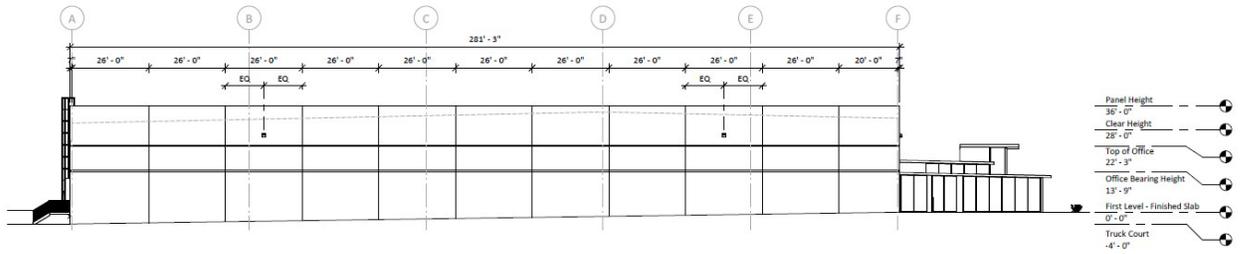
South Elevation (Enlarged)



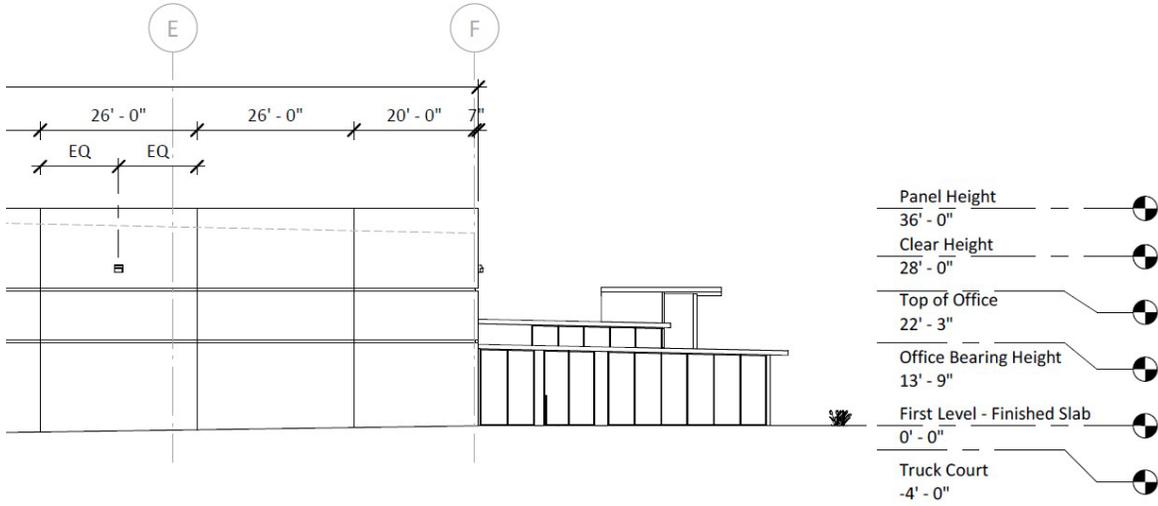
East Elevation



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-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*
 - *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.

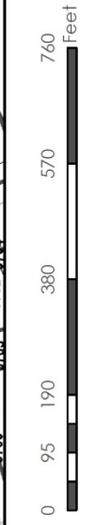
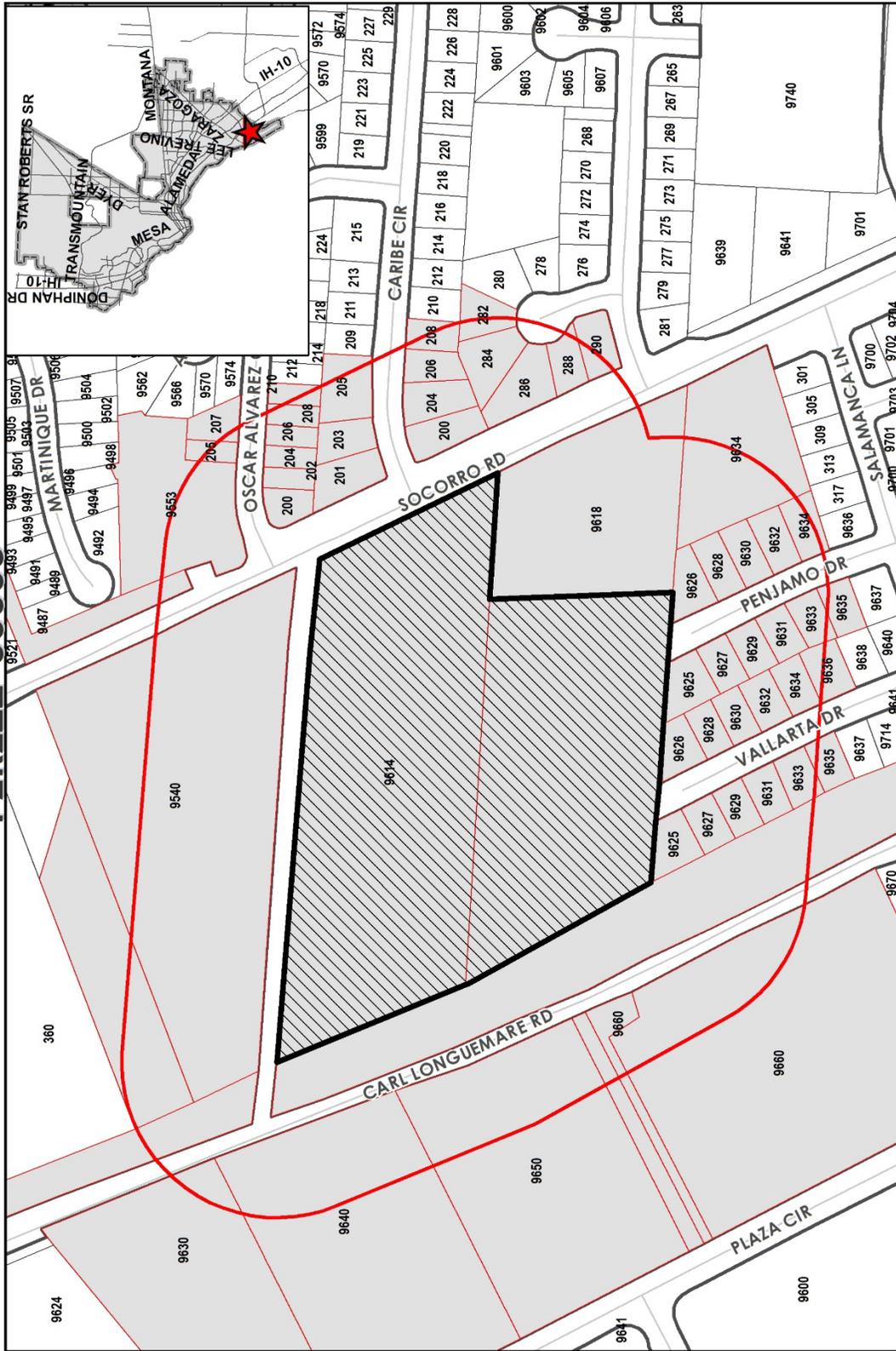
Note: applicant to coordinate with TxDOT at time of development.

El Paso County Water Improvement District #1

No comments received.

ATTACHMENT 5

PZR22-00003



-  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 draw accurate conclusions. Engagements 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 6



**VALLE DE LAS
MISIONES
NEIGHBORHOOD
ASSOCIATION**



JJVELMA@AOL.COM



915-859-3614

317 SALAMANCA LANE
EL PASO, TX 79927

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





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



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

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](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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](#); jiviema@aol.com
Subject: Re: OPPOSITION TO 9614 SOCORRO ROAD REZONING CASE
Date: Tuesday, September 19, 2023 4:41:25 PM

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

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
	Sylvia Cerna	925 Richard	915-227-2738 MUCD
	Juan Zuniga	8753 Plains Dr	915 691-9084 Penrose N.A.
	Maria D. Bouché	8617 Kilburn Dr	915 352-8838 Pueblo Viejo N.A.
	Deborah J. Jones	200 GREEN HAVEN 79907	915-526-5306 Pueblo Viejo N.A.
	José F. Torres	200 Green Haven Dr 79907	(915) 526-5309
	Mr. Matthew S.	9636 Penjamo Dr El Paso Tx	915/303-99-94
	Juan Velasco	317 Salamanca Ln El Paso Tx	(915) 859-3614
	Elsa Juarez	9635 Penjamo El Paso Tx	915/613
	Humberto	8001 Bowen Rd El Paso Tx	915 (915) 702-8699
	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
	Susana 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	915 429-3582
	Lami Garcia	7887 CRADDOCK AVE 79915	915 549 6214
	Lilia Morabaca	7883 Craddock Ave 79915	(915) 892-7008
	Fabu Martinez	7905 CRADDOCK AVE 79915	915 920 9457

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 Moterog 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 Mancera	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 Pineda	9539 MARTINIQUE	79927
16.	Miguel Ortiz	9539 martiniquez	79927
17.	ASHLEY ORTIZ	" "	" "
18.	pablo ORTIZ	" "	" "
19.	Angel Jaquez	9635 Penjamo Dr. FP, TX	79927
20.	Lorenzo Jaquez	9736. Penjamo, DR	79927

Opposition to Rezoning

9614

SOCORRO ROAD OUTCRY

PETITION SIGNATURES

CEL (915) 319-2709

	NAME	ADDRESS	ZIP CODE
1.	Antonio Ruiz	9707 Penjamo	79927
2.	L. Jalamuntas	9709 Penjamo	(575) 49-6678 79927
3.	Raquel Oster	9712 Penjamo	(915) 240 3714
4.	Rob	9717 Penjamo	(915) 407 0074
5.	Silvia Tapia	9701 Penjamo	915 3464220
6.	Cynthia Dominguez	9724 Penjamo Dr	
7.	Queta Tapia	9701 Penjamo	915-8591005
8.	Lydia Borquez	9728 Penjamo	859-7854
9.	Mariano Cruz	9736 Penjamo	(915) 843 1071
10.	David Montalvo	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.	Poola Aranda	9625 Penjamo Dr.	(915) 204-5541
14.	Rosa Rojas	9704 Penjamo	(480) 516-3423
15.	Stephanie Garcia	9704 Penjamo	79927
16.	*Rosa Rojas	" "	" "
17.	*Dolores Rojas	" "	" "
18.	Antonio Torres	" "	" "
19.	Teresa Oropesa	" "	" "
20.	Mariano Cruz	" "	" "

OPPOSITION TO REZONING

9614
9618

SOCORRO ROAD ~~OUTCRY~~
PETITION SIGNATURES

	NAME	ADDRESS	ZIP CODE
1.	Rosa Garcia	9704 Penjamo Dr	79927
2.	Armando Ferriz	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 Buntan	205 SAUL CT	79927
7.	Manuela M. Ortega	9710 Penjamo Dr.	915-305-6198 79927
8.	José Luis Ricardo Pérez	9702 Ahumada	(915) 317-80-45
9.	FLORENCIO M-GILVA IVUMÉZ	9703 AHUMADA	915-656551
10.	Brisa Frayre	9641 Vallarta Dr	915) 329-4809
11.	Teresita Castro	CARIB 281	820 4148
12.	Rosa A. Moy	279 Caribe	(915) 342-6780
13.	Juan 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) 493-0096
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	915-858 7727
5.		
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8-24-23 OPPOSITION
9614-9418 Socorro Rd.

NOMBRE	DIRECCION	TEL.
✓ Ramiro & Nela Lopez	(9737) LA MORENITA CIR	858-58-80
-✓ MARTIN CHAPARRA	9736 LA MORENITA	240 81 45 872-9888
-✓ Maria G. y MIGUEL BARRAZA	(9740) LA MORENITA CIR	858-58-80
✓ Jack and Rosa Mayman	9752 La Morenita	859-3110
✓ Humberto Herrera	9761 La Morenita	8737121
✓ David E Barraza	9766 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 Flor Puentes	9845 LA MORENITA	860-9457
1. Emmanuel Soria	9837 La Morenita	491-1635
- Nicol Avata	9841 LA MORENITA	858-9478
2. Manuel Chevalier	9870 La Morenita	858-2027
Maria Fejeda	9869 La Morenita Cir	887--8173
7. ✓ Oscar Loera	9873 La Morenita Cir	858-7594
8. Nicolas & Patricia Sanchez	9877 La Morenita Cir	219-3100
9. - Sasha N Torres	9889 LA MORENITA	858-1550
0. - Tou A Castadena	9897- LA MORENITA	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 Maxcoda	9753 La Morenita Cir	(915) 630/3660
25. ✓ Omar Torres Barrera	9749 La Morenita Cir	(915) 694-0700
26. ✓ Saman Ruzon	9716 LA MORENITA	872 886

OPPOSITION REZONING SOCONOMO RD 9614-9618

PROJECT ACTION NOTES

PROJECT PLANNING NOTES

Norma A Felix
 Gerty Melendez
 Juan Manuel
 Lucmi Arce
 Estelita Gutierrez
 Catalina Diaz
 Hugo Contreras
 Gustavo Gtz
 Yanelis Sonia
 Maria D Ramirez
 Romy Medina
 Zaira
 Denise Ramirez
 Yolanda Hernandez
 Silvia Tapia
 Dulce Acosta
 Leticia Acosta
 Magdalena Martinez
 Luciana Delacruz
 Patricia Garcia
 Maria Luisa Baco
 Bedriz Beltran
 Jemerson Miguel
 Gustavo Prado
 Alfonso Acosta
 Ruth Acosta
 Clara V. Fernandez
 Fernando Fernandez

NORMA A Felix 9700 VALLARTA 858-0078
 Gerardo y Leticia Melendez 9702 Vallarta 872-1246
 Juan y Manuela Rivera 9709 Vallarta 859-3205
 NOEMIA y Rodolfo Arana 9711 VALLARTA 858-9091
 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
 JULIETA 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 Baco 9714 Ahumada 858-3746
 Bedriz Beltran 9716 Ahumada 860-1232 ✓
 Jemerson Miguel Ahumada 3075427
 Gustavo Prado 9713 Ahumada 860-4792
 Alfonso Acosta 9705 Ahumada pr 307-2651
 Ruth Acosta 9705 Ahumada pr 1507-2651
 Clara V. Fernandez 9626 VALLARTA 859-7234
 Fernando Fernandez 9626 VALLARTA 859-7234

GOLD FIBER

9614
9618 SOCORRO ROAD [REDACTED]

PETITION SIGNATURES
Opposition to Rezoning

9-12-23

NAME	ADDRESS	ZIP CODE
1. <u>Isa Esquivel</u>	<u>317 Salamanca Ln 79927</u>	<u>859-3614</u>
2. <u>Zlance Mendez</u>	<u>9700 Vallarta</u>	<u>915-781-9222</u>
3. <u>Lino Flores Jr.</u>	<u>-220 OSCAR ALVAREZ CT.</u>	<u>915-359-2499</u>
4. <u>Manuel M. Cruz</u>	<u>224 OSCAR ALVAREZ CT</u>	<u>915-383-0627</u>
5. <u>Jaime Rodriguez</u>	<u>229 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) 740-3433</u>
9. <u>Annulys Mejia</u>	<u>9526 Antillas</u>	<u>915-990-7301</u>
10. <u>Jonathan Ubanda Teresa Ubanda</u>	<u>(315) 566-5277</u>	<u>9574 Antillas Pl</u>
11. <u>Cesar Contreras</u>	<u>(915) 808-6174 208 Oscar Alvarez</u>	
12. <u>Adriana Arto</u>	<u>915 305 3380-206 Oscar Alvarez ct</u>	
13. <u>Homer & Leticia Chauz</u>	<u>(915) 860 9954 200 Oscar Alvarez Ct</u>	
14. <u>MARTHA OSORIA</u>	<u>- 313 SALAMANCA LN (915) 858-5533</u>	
15. <u>Juan A. Cortez</u>	<u>9571 GIZA 79927</u>	
16. <u>Mariana Maldonado</u>	<u>9105 Penyacondá 915 858-0831</u>	
17. <u>Helder Salcido</u>	<u>9628 Vallarta 915 858 2546</u>	
18. <u>Donna Alvarez</u>	<u>9630 Vallarta 95.2264922</u>	
19. <u>Zlance Mendez</u>	<u>VALLARTA 781-9722</u>	
20. <u>ANAI VAZQUEZ</u>	<u>204 OSCAR ALVAREZ CT. 915-731-4248</u>	
21. <u>Alberto Favre</u>	<u>224 OSCAR ALVAREZ CT 915 224 5457</u>	<u>227 5457</u>

- (790-0930)
7. ✓ Antonio y María De la Paz Mendoza 9704 La Morenita (860-1036)
 8. ✓ Luis & Susana Gbdina 9700 La Morenita Cr. (860-9700)
 9. ✓ Juan y Norma Avila 9701 La Morenita Cir (860-1036)
 10. Manuel Chavez y Marcela Villa/pomb. (859 8803) 9705 La Morenita (346-6922) (859 2582)
 11. ✓ Jose Muñoz 9708 LA Morenita Cr (858-4326)
 12. Mauricio Guerrero 9712 La Morenita Cir (858-0192)
 13. Veronica Castro 9878 La Morenita Cir (859-8425)
 14. Maura Jessica Mtz 9885 LA MORENITA CIR (872-9176)
 15. SONIA NEVAREZ 9904 LA MORENITA CIR (346-5590)
 16. ✓ Maria Alfaro 9732 La Morenita Cir Mirca A Ferrer (355-9075)
 17. ✓ Jocelyn Solis 9765 La Morenita Cr. (859-8034)
 18. ✓ Emmerita R Ollubertoy 9825 La Morenita (307-5015)
 19. ✓ Ingrid Ramirez 9757 Vallarta (859 4784)
 20. ✓ Laura Castro 9757 A HUMEDA (383-4743)
 21. ✓ Concepción Ramirez 9755 Vallarta Dr (859-0917)
 22. ✓ Trinidad de La Torre 9747 Vallarta Hs. (526-4742)
 23. ✓ José Ruben Oria
 24. ✓ José Bautista 9854 LA MORENITA Cr (915) 860-8482
 25. ✓ Roberto Herrera Glez la Morenita 9729 (859.5746)
 26. ✓ Emigdio Ugarte 9757 La Morenita 858-1910
 27. ✓ Juan Valdez (Javier Barrera) 9828 Laya # 859 8975
 28. ✓ John Velasco 317 Salamanca L.A. # 859-3014
 29. ✓ E/SA Chavez 9735 Penjamo DR. # 858-2115
 - 30.
 - 31.
 - 32.
 - 33.

8-23-23

Opposition to Rezoning
9614-9618 Socorro Rd.

EL TEPEYAC

733	Juana Uillelcher	(915) 860-1510	EL TEPEYAC
717	Joseph Hernandez	(915) 858-3427	EL TEPEYAC
708	Shadis.	(915) 449-0562	EL TEPEYAC
1709	Olga Lopez	(915) 889-4768	EL TEPEYAC
7705	Manuel Shireles	(915) 858-9424	EL TEPEYAC
7700	Patricia Cardenas	860-0294	
1716	Ana Ramirez	(915) 860-8243	
1741	Uario Durbea	(915) 858-2308	
7740	Rosa E Mendozga	(915) 540-1584	

Opposition to rezoning
9614-9618 Socorro Rd.

8-23-23

- Hilbert*
- 1^o Guisela Valenzuela 9839 Socorro Rd. 274-3413 (715)
 - 2^o Martin Olivas 9724 El Tepeyac Ave 222-3150
 - 3^o Naemil Galvez 9721 El Tepeyac Ave. 241-8292
 - 4^o Blanca Cortes 9720 El Tepeyac Ave 238-3410
 - 5^o Ricardo Garcia 9821 La Morenita 915-2085184
 - 6^o Yvonne Quinones 9858 La Morenita 859-3090
 - 7^o Annmar Nevarez 9862 la morenita 858-0820

1st page 49
2nd 9
3rd 7
4th 25



File #: 23-1387, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 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 Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Russell Abeln

Russell Abeln
Senior Assistant Attorney

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 10th day of October, 2023.

Juan and Olga G. Martinez
Juan Martinez
(Signature)

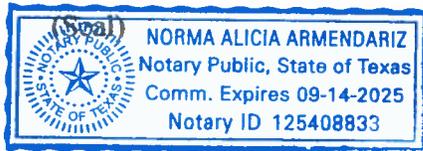
Olga Martinez
(Signature)

Owners
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 10th 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

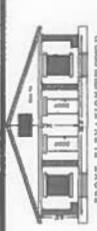
(Exhibit "A" on the following page)

DETAILED SITE DEVELOPMENT PLAN

1408 GRAMA STREET
 BEHIND ALL OF LOTS 51 AND 52, BLOCK 130
 SUPPLEMENTAL MAP OF BASH, BL. PASO, ADDITION
 CITY OF BL. PASO, BL. PASO COUNTY, TEXAS
 COMMERCIAL
 7,000.00 SQ. FT.
 OR 0.1606 ACRES ±

EXHIBIT "A"

12



FRONT ELEVATION (BUILDING 1)



FRONT ELEVATION (BUILDING 2)

THE TOTAL WIDTH OF THE QUALITY SIGNAGE SHALL BE GREATER THAN OR EQUAL TO THAT OF THE TOTAL LOT WIDTH, ALSO THE MAIN STREET SIDE OF THE TOTAL LOT WIDTH.

THE PROJECT CHANGES WITH THE SIGNAGE ARCHITECTURE DEFINED IN THE COMMUNITY DESIGN MANUAL OF PLAN 61.043.

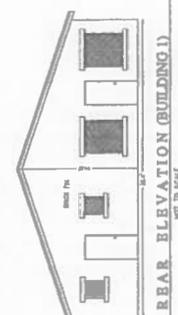
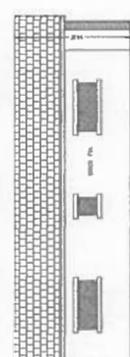
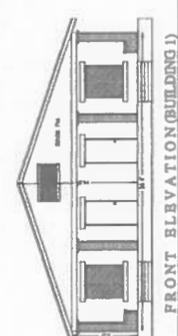
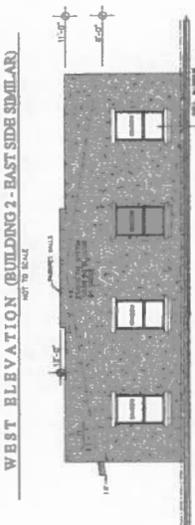
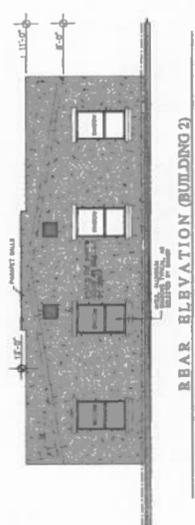
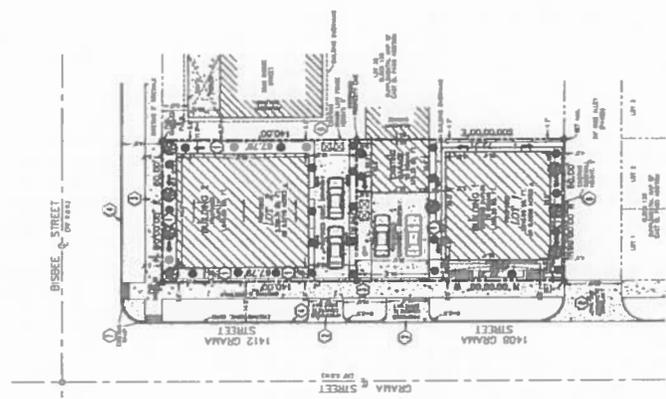
25

NON-BUILDING SIGNAGE DOES NOT CREATE A SIGNAGE AREA. THE SIGNAGE SHALL BE LIMITED TO THE SIGNAGE AREA AS SHOWN ON THE PROPOSED SIGNAGE MAP.

FRONT BUILDING SIGNAGE:
 CHASSIS = 12' x 12'
 CHASSIS (TOWER) = 8' x 12'
 SIGNAGE = 8' x 12'

REAR BUILDING SIGNAGE:
 CHASSIS = 12' x 12'
 CHASSIS (TOWER) = 8' x 12'
 SIGNAGE = 8' x 12'

TOP OF SIGN IS 12' ±
 PROPOSED BUILDING 1 SHALL HAVE 8.5' FEET.



LANDSCAPING

APPROVED PLANTING SPECIFICATIONS:

○	PLANT
●	SHRUB
■	GRASS
□	PERENNIAL
△	WATER

LEGEND

○	REAR SIGNAGE
●	FRONT SIGNAGE
■	CHASSIS
□	CHASSIS (TOWER)
△	WATER

KEYED NOTES

- SEE LANDSCAPE AREA.
- SEE SIGNAGE AREA.

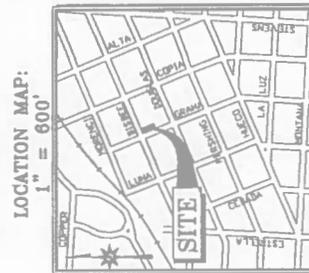
PLANNING & INSPECTIONS DEPARTMENT
 PLANNING DIVISION
 DETAILED SITE DEVELOPMENT PLAN
 APPROVED BY CITY COUNCIL

DATE: 10/16/23

Paul J.
 CITY MANAGER

SPECIAL PERMIT REQUESTING
 EXISTING ZONING, SETBACKS AND
 DIMENSIONAL STANDARDS

- BUILDING 1 (EXISTING)**
- FRONT YARD: TEN FEET (EXISTING 8.5 FEET, ASBMS REDUCTION)
 - REAR YARD: TEN FEET (EXISTING 8 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
- BUILDING 2**
- FRONT YARD: TEN FEET (EXISTING 8.5 FEET, ASBMS REDUCTION)
 - REAR YARD: TEN FEET (EXISTING 8 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
- REQUIREMENTS FOR SETBACKS REDUCTION - SEE APPLICATION ATTACHED**
- REQUIREMENTS FOR SETBACKS REDUCTION # 1 (PROPOSED)**
- FRONT YARD: TEN FEET (EXISTING 8.5 FEET, ASBMS REDUCTION)
 - REAR YARD: TEN FEET (EXISTING 8 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
- REQUIREMENTS FOR SETBACKS REDUCTION # 2 (PROPOSED)**
- FRONT YARD: TEN FEET (EXISTING 8.5 FEET, ASBMS REDUCTION)
 - REAR YARD: TEN FEET (EXISTING 8 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)
 - MINIMUM CUMULATIVE FRONT AND REAR YARD: FORTY FIVE FEET (EXISTING 40 FEET, ASBMS REDUCTION)



AS ENGINEERING SERVICES
 Prepared by and under the supervision of
 Registered Professional Engineer
 No. 17111
 E. S. BOWEN, P.E.
 5315
 ALBUQUERQUE, N.M.

Al B. Boudreau
 ALBUQUERQUE, N.M.

REVISED 08-22-21
 08-22-21
 08-22-21

1408 & 1410 N. Grama Street

City Plan Commission — July 27, 2023



CASE NUMBER:	PZST23-00002 REVISED
CASE MANAGER:	Saul J. G. Pina, (915) 212-1612, PinaSJ@elpasotexas.gov
PROPERTY OWNER:	Juan & Olga G. Martinez
REPRESENTATIVE:	Enrique Ayala
LOCATION:	1408 & 1410 N. Grama St. (District 2)
PROPERTY AREA:	0.16 acres
REQUEST:	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
RELATED APPLICATIONS:	None
PUBLIC INPUT:	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.	3,610 sq. ft.	3,389 sq. ft.
Lot depth	90 ft.	50 ft.	50 ft.
Front yard setback	10 ft.	2.5 ft.	5 ft.
Rear yard setback	10 ft.	0 ft.	5 ft.
Cumulative Front and Rear setback	45 ft.	2.5 ft.	10 ft.
Side yard setback (Left)	15 ft.	5 ft.	No change
Side yard setback (Right)	15 ft.	4.9 ft.	N/A
Side street yard setback	10 ft.	N/A	5 ft.

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?
Location Criteria: 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.
Mandatory Design Requirement 1.1: 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.
Mandatory Design Requirement 1.2: 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.
Mandatory Design Requirement 1.3: 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.
Selective Design Requirement 2.5: 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.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Selective Design Requirement 2.6: 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.
Selective Design Requirement 2.8: 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.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
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.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with Plan El Paso, consider the following factors:	
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood: 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>Compatibility with Surroundings: The proposed use is compatible with those surrounding the site:</p> <p>R-5 (Residential) District: 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>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: 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>Potential Adverse Effects: 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>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: 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>Socioeconomic & Physical Conditions: 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:

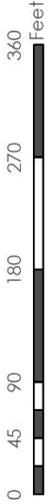
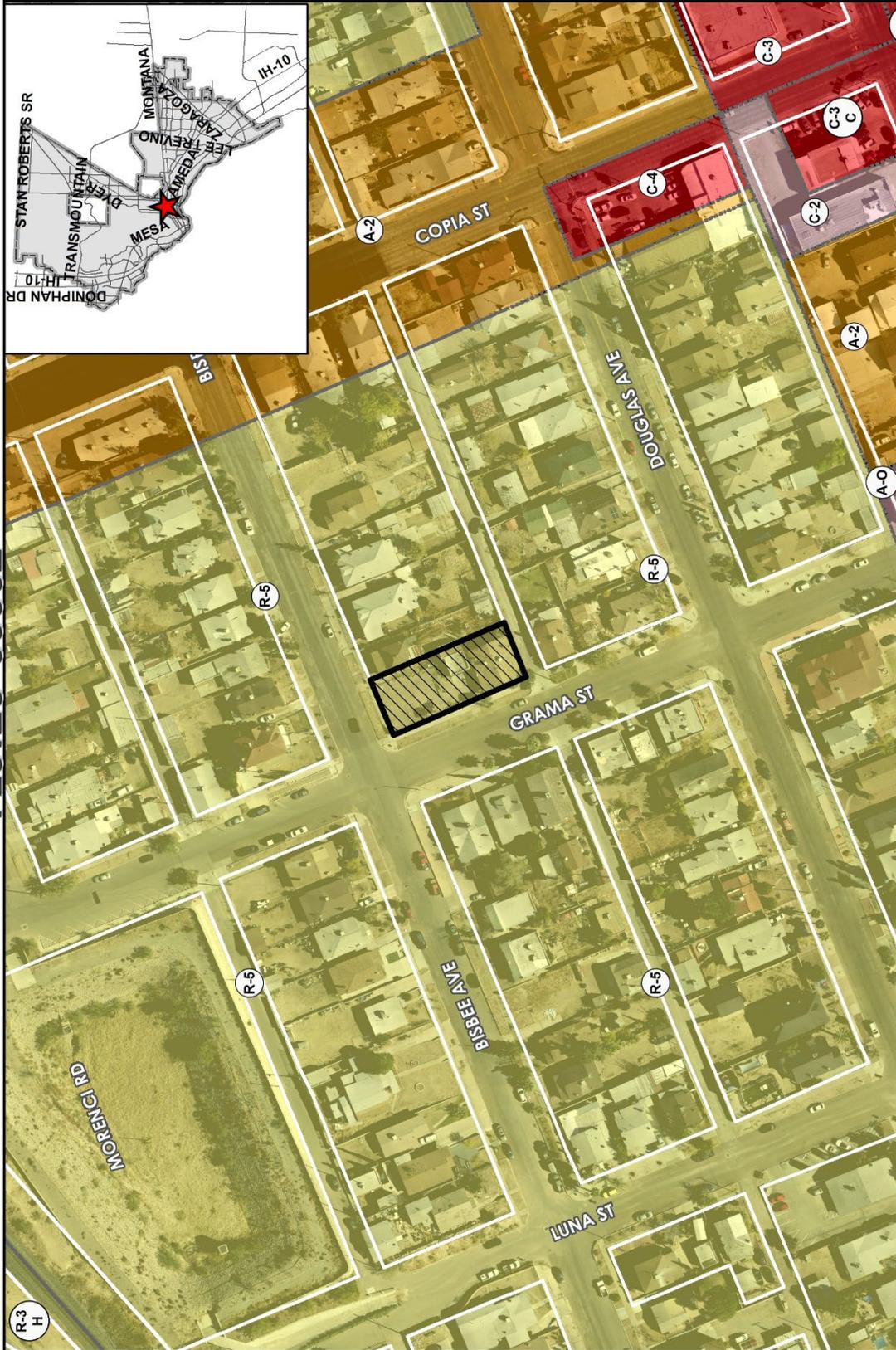
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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

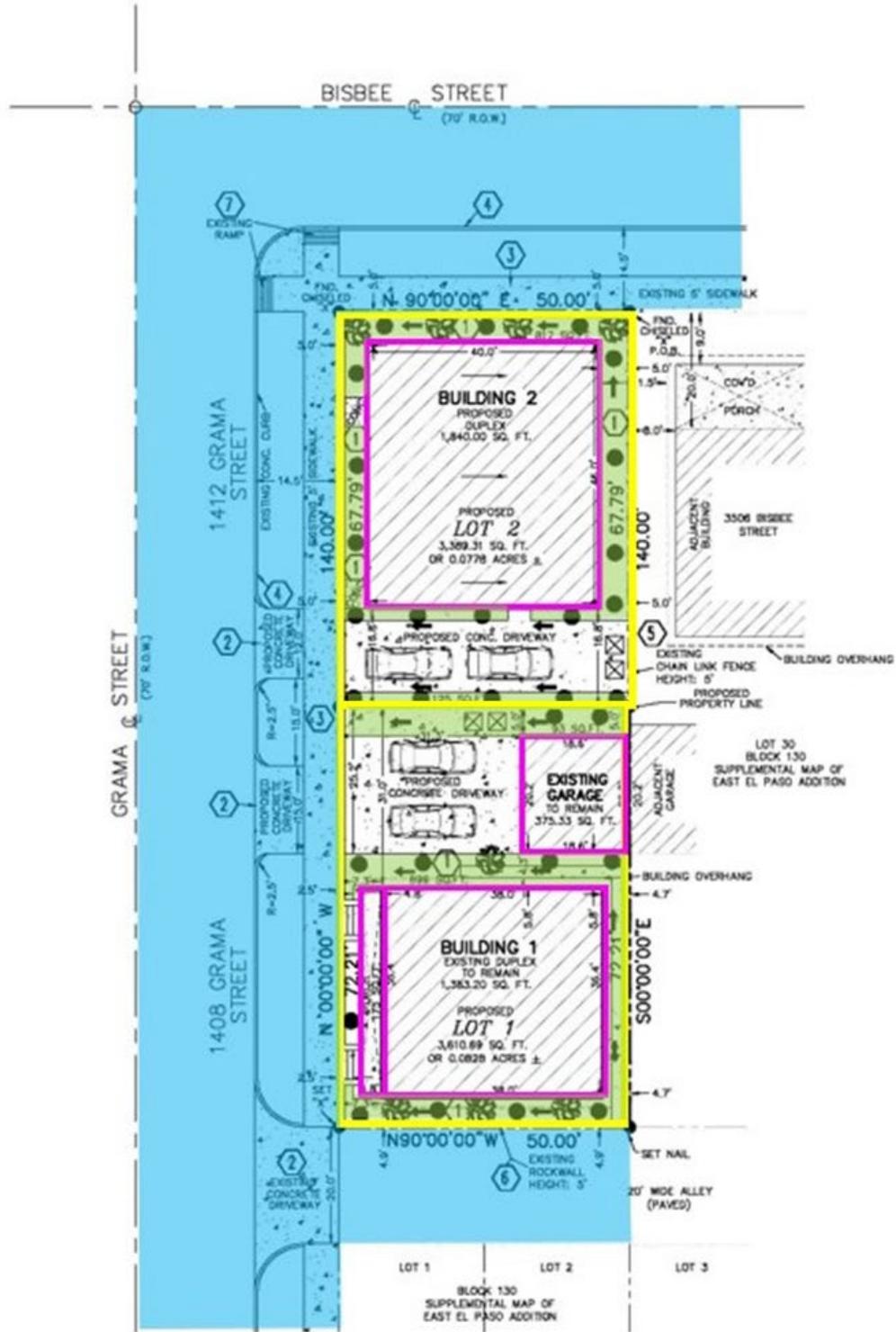
ATTACHMENT 1

PZST23-00002

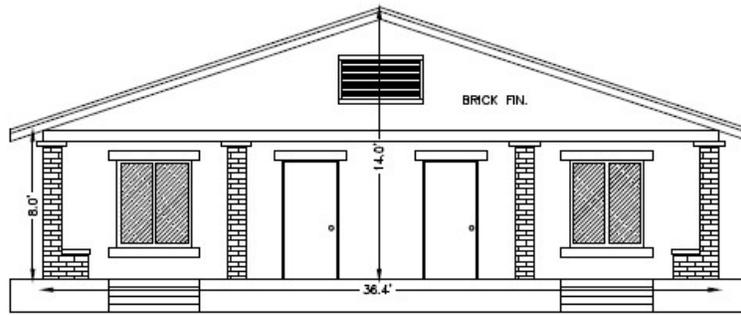


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Encouragements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 3

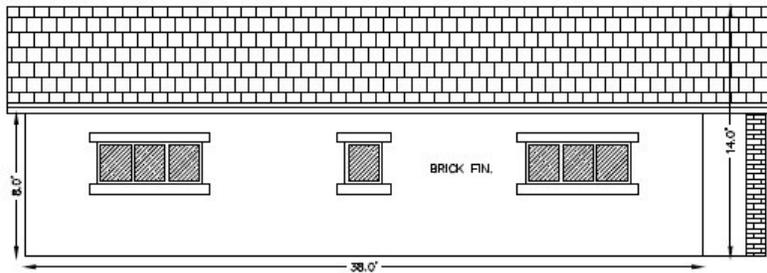


ATTACHMENT 4



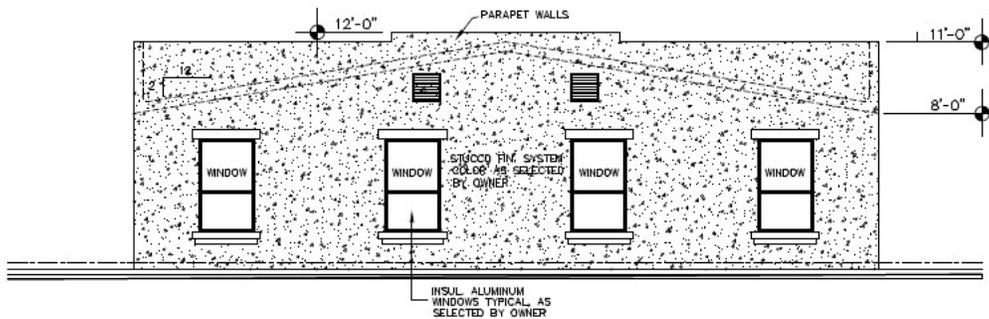
FRONT ELEVATION (BUILDING 1)

NOT TO SCALE



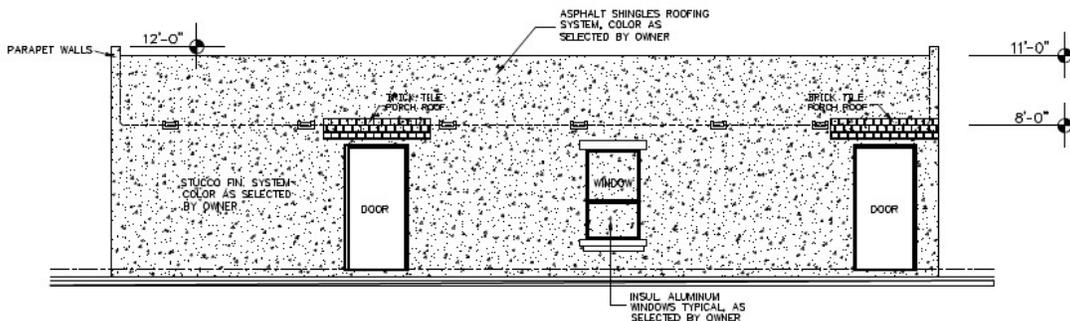
RIGHT SIDE ELEVATION (BUILDING 1 - LEFT SIDE SIMILAR)

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

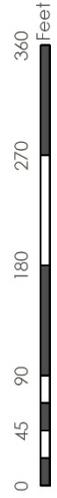
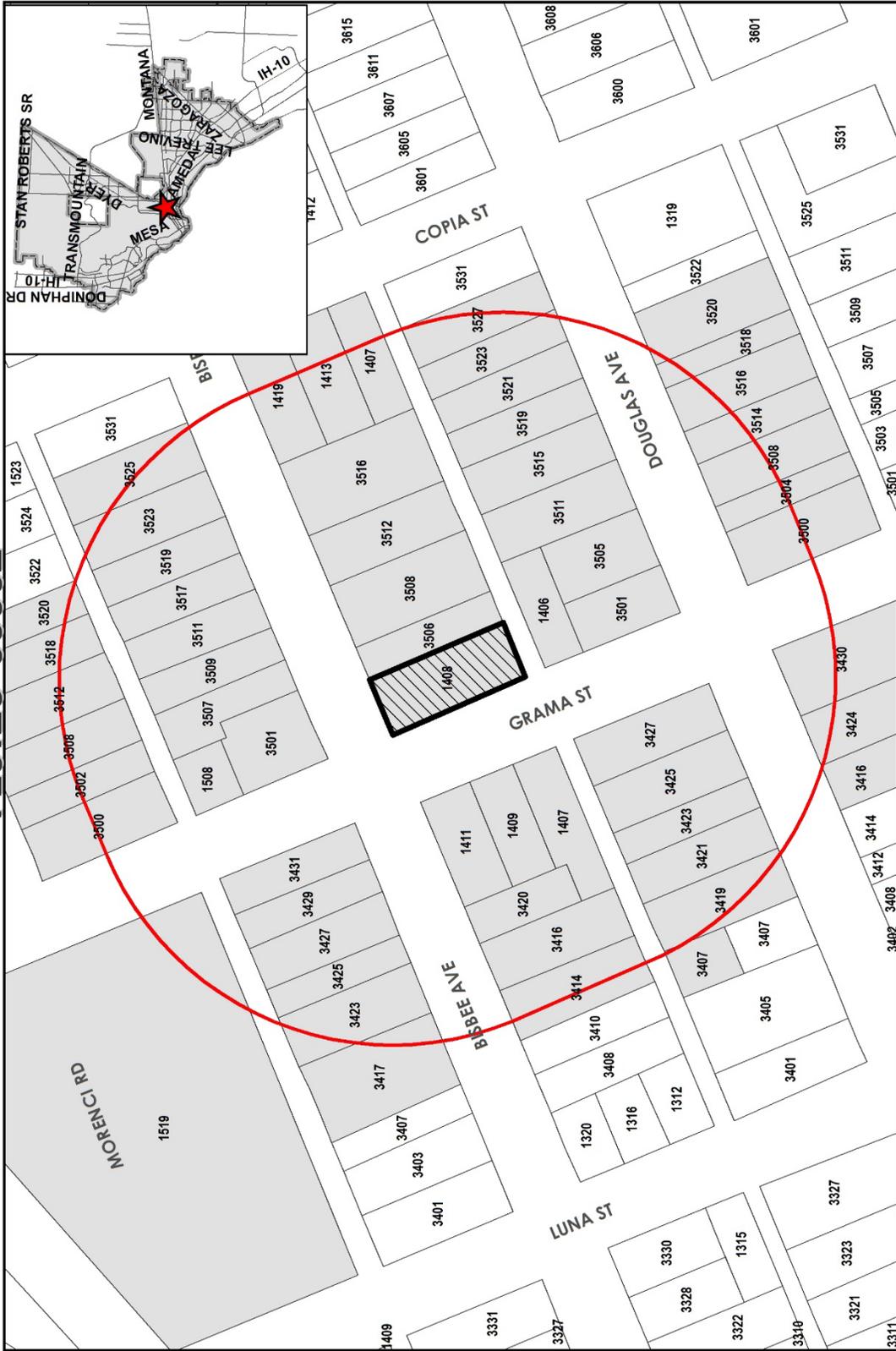
No comments or concerns regarding the zoning.

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 reveal more detail. The Planning & Inspections Department makes no claim to its accuracy or completeness.



File #: 23-1418, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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? 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 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

ORDINANCE NO. _____
HQ 23-1675 | Tran #504613 | P& I
Title 20 Amendment 20.20.080
RTA



File #: 23-1460, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Planning and Inspections, Philip F. Etiwe, (915) 212-1533

Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations) to create Chapter 5.19 (Signage for Single-user Restrooms) and subsections thereunder in the El Paso City Code relating to signage for single-user restrooms; and creating a penalty.

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

AGENDA DATE: November 7, 2023
PUBLIC HEARING DATE: November 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

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 5 (Business License and Permit Regulations) to create Chapter 5.19 (Signage for Single-user Restrooms) and subsections thereunder in the El Paso City Code relating to signage for single-user restrooms; and creating a penalty. (All Districts)

BACKGROUND / DISCUSSION:

On September 12, 2023, City Council directed the City Attorney to create an ordinance amending Title 5 of the City Code of Ordinances relating to single-user restrooms to require single-user restrooms to have gender-neutral signage.

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

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS) TO CREATE CHAPTER 5.19 (SIGNAGE FOR SINGLE-USER RESTROOMS) AND SUBSECTIONS THEREUNDER IN THE EL PASO CITY CODE RELATING TO SIGNAGE FOR SINGLE-USER RESTROOMS; AND CREATING A PENALTY.

WHEREAS, discriminatory and negligent attitudes towards the transgender community, especially against black, indigenous, and other women of color, foster high rates of violence, homelessness, and economic instability, and it is essential to develop policies that support the transgender community, develop public education to dispel misinformation and stigmas, myths, and to increase understanding of humanizing transgender people; and

WHEREAS, affirmation of their gender identity and freedom of expression is vital to how children, teens, and adults are respected in their communities and ensures a positive quality of life; and

WHEREAS, in July 5, 2022, the City Council of the City of El Paso pledged to keep working to protect transgender rights by adopting policies that protect transgender individuals from employment discrimination in the City of El Paso; and

WHEREAS, the City Council of the City of El Paso recognizes the importance of the act of correctly identifying an individual’s gender and is committed to taking serious steps towards recognizing an individual’s correct gender; and

WHEREAS, these policies include the same safeguards from discrimination that all Americans seek in employment, housing, healthcare, education, the justice system, and use of public facilities; and

WHEREAS, the City of El Paso will continue to promote and advocate for safe spaces within our facilities that welcome all transgender residents seeking help and services.

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

Section 1. That Chapter 5.19 (Signage for Single-User Restrooms) of the El Paso City Code be created.

Section 2. That the subsections of Chapter 5.19 (Signage for Single-User Restrooms) be created as follows:

TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS)

Chapter 5.19 (Signage for Single-User Restrooms)

Section 5.19.010 Definitions

Section 5.19.020 Applicability

Section 5.19.030 Signage Required

Section 5.19.040 Offense and Penalty

Section 5.19.010 Definitions

As used in this chapter, the following words or terms shall have the meanings ascribed in this section, unless the context of their usage clearly indicates another meaning:

- A. “Gender neutral signage” means a sign that indicates a restroom without preference to a specific gender.

- B. “Private or private use restroom” means plumbing fixtures in residences and apartments, private bathrooms in hotels and hospitals, and restrooms in commercial establishments where the fixtures are intended for the use of a family or an individual and are accessible only from a private room or office.

- C. “Single-user restroom” means a lockable restroom available for an individual for use with or without assistance.

Section 5.19.020 Applicability

This chapter applies to single-user restrooms within commercial facilities that are not private or private use restrooms. This article is an additional requirement to those already required by the City Code.

Section 5.19.030 Signage Required

- A. A single-user restroom subject to this article must have gender-neutral signage.

- B. A person with control over a commercial facility with at least one single-user restroom shall install and maintain gender-neutral signage for each single-user restroom.

Section 5.19.040 Offense and Penalty

- A. A person who violates or fails to comply with a requirement of this article commits an offense.

- B. An offense under this chapter is a Class C misdemeanor offense.

Section 3. Except as expressly amended herein, all other provisions of Title 5 (Business Licenses and Permit Regulations) of the El Paso City Code shall remain in full force and effect.

Section 4. Title 5, Chapter 5.19 Signage for Single-User Restrooms) shall take effect January 1, 2024.

PASSED AND ADOPTED, this ____ day of November, 2023.

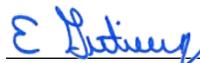
THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip Etiwe, Director
Planning and Inspections Department

SAMPLE SIGN





Legislation Text

File #: 23-1447, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7

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.

An Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Watermill Express, LLC, to the following and described parcel:

0.16 Acre, More or Less, Out of Tract 5-B, Block 40, Ysleta Grant, An Addition to The City of El Paso, Texas, Being More Particularly Described in Volume 312, Page 1066, Deed Records of El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

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

AGENDA DATE: November 7, 2023
PUBLIC HEARING DATE: November 21, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: District No. 7

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.

Approve an Ordinance authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest to Watermill Express, LLC, to the following and described parcel:

0.16 Acre, More or Less, Out of Tract 5-B, Block 40, Ysleta Grant, An Addition to The City Of El Paso, Texas, Being More Particularly Described in Volume 312, Page 1066, Deed Records Of El Paso County, Texas.

In accordance with Section 34.05 (h) of the Tax Code, Section 34.05 (h) permits the City to sell a property for the total amount of the judgment and the sale of the property does not require the consent of each taxing entity entitled to receive proceeds from the sale.

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?

The property being sold is referred to as a "struck off" property because it was bid off to the City at a tax sale when no bids were received. An offer has been made to purchase the properties for the full amount of the opening bid at the time of sale. If the sale is approved the properties will be put back on the tax rolls to generate revenue.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Council has considered this type of item previously.

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Sheryl R. Mack for Maria O. Pasillas

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

ORDINANCE NO. _____

AN ORDINANCE authorizing the City Manager to execute a quitclaim (tax resale) deed conveying all right, title and interest in real property described as 0.16 Acre, More Or Less, Out Of Tract 5-B, Block 40, Ysleta Grant, An Addition To The City Of El Paso, Texas, Being More Particularly Described In Volume 312, Page 1066, Deed Records Of El Paso County, Texas, to **Watermill Express, LLC. (WE)**, in accordance with Section 34.05 (h) of the Tax Code.

Whereas, by Sheriff's Sale conducted on October 1, 2013, the below described property was struck off to the City of El Paso, (the "**City**") Trustee, pursuant to a delinquent tax foreclosure decree of the **384th Judicial District Court**, El Paso County, Texas and

Whereas, the sum of TWENTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-FIVE and 00/xx Dollars (\$27,475.00) has been tendered by **Watermill Express, LLC.** of Brighton, Colorado ("**WE**") for the purchase of said property pursuant to Section 34.05 (h) (2), Texas Tax Code Ann. (Vernon, 1996),

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

That the City Manager is hereby authorized to execute a Quitclaim (Tax Resale) Deed conveying to **Watermill Express, LLC.**, all of the right, title, and interest of the City of El Paso, and all other taxing units interested in the tax foreclosure judgment in the following described real property:

0.16 Acre, More Or Less, Out Of Tract 5-B, Block 40, Ysleta Grant, An Addition To The City Of El Paso, Texas, Being More Particularly Described In Volume 312, Page 1066, Deed Records Of El Paso County, Texas.

ADOPTED THIS _____ **day of** _____, **2023.**

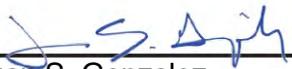
CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

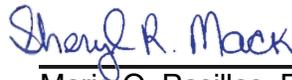
Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Sheryl R. Mack for Maria O. Pasillas
Maria O. Pasillas, RTA
Tax Assessor-Collector

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.

TAX RESALE DEED

STATE OF TEXAS

X

X

**KNOW ALL MEN BY THESE
PRESENTS**

COUNTY OF EL PASO

X

That **The City of El Paso, Trustee**, acting through its City Manager, hereunto duly authorized by resolution and order of the governing body of said City, which is duly recorded in its official Minutes, hereinafter called grantor, for and in consideration of the sum of **\$27,475.00** cash in hand paid by

**Watermill Express, LLC
1177 S. 4th Ave.
Brighton, CO 80601**

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents does quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under **Cause No. 2003TX153**; in the district court of said county, said property being located in El Paso County, Texas, and described as follows:

**0.16 Acre, More Or Less, Out Of Tract 5-B, Block 40, Ysleta Grant, An
Addition To The City Of El Paso, Texas, Being More Particularly Described
In Volume 312, Page 1066, Deed Records Of El Paso County, Texas.**

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantor, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

Taxes for the present year are to be paid by grantee(s) herein.

This deed is given expressly subject to any existing right of redemption remaining in the former owner of the property under the provisions of law and also subject to any recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

THIS SALE IS BEING CONDUCTED PURSUANT TO STATUTORY OR JUDICIAL REQUIREMENTS. BIDDERS WILL BID ON THE RIGHTS, TITLE, AND INTERESTS, IF ANY, IN THE REAL PROPERTY OFFERED.

THE PROPERTY IS SOLD AS IS, WHERE IS, AND WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. NEITHER THE COUNTY NOR THE SHERIFF'S DEPARTMENT WARRANTS OR MAKES ANY REPRESENTATIONS ABOUT THE PROPERTY'S TITLE, CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. BUYERS ASSUME ALL RISKS.

IN SOME SITUATIONS, A LOT OF FIVE ACRES OR LESS IS PRESUMED TO BE INTENDED FOR RESIDENTIAL USE. HOWEVER, IF THE PROPERTY LACKS WATER OR WASTEWATER SERVICE, THE PROPERTY MAY NOT QUALIFY FOR RESIDENTIAL USE. A POTENTIAL BUYER WHO WOULD LIKE MORE INFORMATION SHOULD MAKE ADDITIONAL INQUIRIES OR CONSULT WITH PRIVATE COUNSEL.

ESTA VENTA SE LLEVA ACABO DE CONFORMIDAD CON LOS REQUISITOS JUDICIALES O ESTABLECIDOS POR LA LEY. EL CONDADO DE EL PASO Y EL DEPARTAMENTO DEL SHERIFF SOLO ACTUAN COMO VÍA DE INFORMACIÓN. LOS INTERESADOS HARAN OFERTAS SOBRE LOS DERECHOS, TÍTULO, E INTERESES, SI ES QUE LOS HAY, EN EL INMUEBLE OFRECIDO.

LA PROPIEDAD SE VENDE COMO ESTA, DONDE ESTA, Y SIN GARANTÍA ALGUNA, YA SEA EXPRESA O IMPLÍCITA. NI EL CONDADO NI EL DEPARTAMENTO DEL SHERIFF GARANTIZA O HACE ALGUNA REPRESENTACIÓN ACERCA DEL TÍTULO DE LA PROPIEDAD, SU CONDICIÓN, HABITABILIDAD, COMERCIALIZACIÓN, O SU ADECUACIÓN PARA ALGÚN PROPÓSITO EN PARTICULAR. LOS COMPRADORES ASUMEN TODOS LOS RIESGOS.

EN ALGUNAS SITUACIONES SE ASUME QUE UN LOTE DE 5 ACRES O MENOS ES PARA USO RESIDENCIAL. SIN EMBARGO, SI LA PROPIEDAD CARECE DE AGUA O SERVICIO DE DESAGÜE, LA PROPIEDAD NO CALIFICA PARA USO RESIDENCIAL. EL POSIBLE COMPRADOR QUE QUIERA MÁS INFORMACIÓN DEBERÁ HACER MÁS INDAGACIONES O CONSULTAR CON UN ABOGADO PRIVADO.



Legislation Text

File #: 23-1509, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Extraterritorial Jurisdiction

Environmental Services Department, Nicholas Ybarra (915) 212-6000
Streets and Maintenance, Mary Lou Espinoza (915) 867-2629

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property, consisting of approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, for the purchase price of \$8,900,000. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Samaniego Joint Venture for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make any necessary budget transfers to effectuate the intent of this Resolution.

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

AGENDA DATE: November 21, 2023
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra (915) 212-6000
Mary Lou Espinoza (915) 867-2629

DISTRICT(S) AFFECTED: ETJ

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:

A resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property, consisting of approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, for the purchase price of \$8,900,000. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Samaniego Joint Venture for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Contract of Sale, (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make any necessary budget transfers to effectuate the intent of this Resolution.

BACKGROUND / DISCUSSION:

The City of El Paso desires to acquire approximately 24 acres of land located within El Paso County, described as a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas.

PRIOR COUNCIL ACTION:

No

AMOUNT AND SOURCE OF FUNDING:

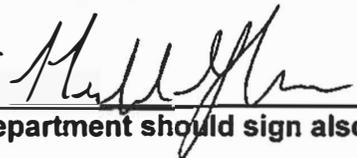
\$8,900,000; ESD Capital Funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Real Estate
SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Nicholas N. Ybarra- Environmental Services Director



(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, or designee, is authorized to effectuate the purchase and closing of certain real property consisting of approximately 24± acres lying and being in El Paso, County of El Paso, Texas, as more particularly described on Exhibit A attached hereto, in the City of El Paso, El Paso County Texas for the appraised value of \$8,900,000. Such property being owned by SAMANIEGO JOINT VENTURE. Further, the City Manager or designee is authorized to: (1) execute a Purchase and Sale Agreement with SAMANIEGO JOINT VENTURE for the purchase of the property, (2) sign any and all documents related and/or necessary to effectuate the purchase and closing of the property, (3) exercise all rights and obligations as provided in the Purchase and Sale Agreement, and (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property, and (5) make the necessary budget transfers to effectuate the intent of this resolution.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Juan S. Gonzalez
Senior Assistant City Attorney



Mary Lou Espinoza
Capital Assets Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2023, by and between SAMANIEGO JOINT VENTURE ("Seller") and CITY OF EL PASO ("Buyer").

WHEREAS, Seller owns that certain real property consisting of approximately 24± acres lying and being in El Paso, County of El Paso, Texas, as more particularly described on Exhibit A attached hereto, and any and all improvements located thereon and all right, title and interest of Seller in and to any and all easements, rights of way, privileges, appurtenances, and rights of same belonging to, and inuring thereto (the "Property"). The legal description of the Property is subject to verification by the Title Company.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms, covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Purchase and Sale of Property.

- (a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms, covenants and conditions set forth in this Agreement, the Property.
- (b) The purchase price for the Property shall be equal to Eight Million Nine Hundred Thousand and no/100 Dollars (\$8,900,000) ("Purchase Price"). The Purchase Price shall be payable as follows:
 - (i) No later than (30) days after the Effective Date (as defined below) Buyer shall wire transfer to Lone Star Title Company of El Paso, Inc., 6701 North Mesa Street, El Paso, Texas 79912 ("Title Company") an initial deposit in the amount of Fifty Thousand and no/100 Dollars (\$50,000) (the "Deposit"), to be held by the Title Company as escrow agent, subject to the terms of a mutually satisfactory escrow agreement. If this Agreement is not terminated prior to the expiration of the Inspection Period (as defined in Section 3 below) the Deposit shall become nonrefundable automatically, Seller shall credit such amount against the Purchase Price at the closing of the transaction contemplated by this Agreement (the "Closing") unless Seller defaults on its obligations under this Agreement, in which case the Deposit will be refunded to the Buyer upon termination of this Agreement for default.
 - (ii) A portion of the Deposit consisting of Five Thousand and No/100ths Dollars (\$5,000.00) ("Independent Consideration") shall be delivered to Seller if Buyer terminates this Agreement prior to the expiration of the Inspection Period as independent consideration for Buyer's right to review and inspect the Property and to terminate this Agreement prior to the expiration of the Inspection Period.
 - (iii) As used in this Agreement the term "Effective Date" shall mean the date that this Agreement is signed by both parties. NONE OF THE TERMS OR PROVISIONS SET FORTH IN THIS AGREEMENT ARE LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES.

- (iv) At Closing Buyer shall pay Seller the balance of the Purchase Price, subject to the adjustments set forth in this Agreement.
- (v) All payments shall be made by wire transfer of immediately available funds.
- (c) The Closing will be handled by the Title Company (the “**Closing Agent**”) and shall take place pursuant to a commercially reasonable escrow arrangement. The Closing Agent shall be responsible for preparing a closing checklist no later than five (5) days after the expiration of the Inspection Period, a settlement statement for the review and approval of the parties, receiving the Purchase Price proceeds, disbursing the Purchase Price proceeds, causing all documents to be recorded and otherwise conducting the Closing. The “**Closing Date**” for this transaction will occur within fifteen (15) days after the expiration of the Inspection Period.
- (d) On the Closing Date, Seller shall deliver to Closing Agent (i) a duly executed and acknowledged special warranty deed as attached to this Agreement as Exhibit B (“**Deed**”) conveying title to the Property; (ii) a sworn affidavit stating, under penalty of perjury, that Seller is not a “foreign person” as defined in the Internal Revenue Code of 1986, as amended (“**Code**”) or other appropriate evidence that Buyer is not required to withhold taxes under Section 1445(a) of the Code; (iii) an affidavit as to debts, liens and possession sufficient to enable the Title Company to issue a policy of title insurance without standard exceptions and in form and substance reasonably satisfactory to Seller; and (iv) such other documents or certificates as Title Company or Buyer reasonably requests, in a form approved by Seller to effect the Closing and transfer of title to the Property as described herein, such as documents showing the authority of the persons signing on behalf of Seller and releases of any liens.

On the Closing Date, Buyer shall deliver to Closing Agent (i) the Purchase Price and (iii) such other documents or certificates as Title Company or Seller reasonably requests, in a form approved by Seller to affect the Closing and transfer of title to the Property as described herein, such as documents showing the authority of the persons signing on behalf of Buyer.

2. **Title Contingency.**

- (a) Buyer shall, at Buyer’s expense, obtain a title insurance commitment issued by the Title Company committing to insure good and indefeasible fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, easements, and conditions not acceptable to Buyer, in its reasonable discretion, except as otherwise may be specified in this Agreement.
- (b) In the event title is not found by Buyer’s attorney to be good and indefeasible the Buyer’s objections to title shall be specified in writing and delivered to Seller within forty-five (45) days following the Effective Date (“**Title Objection Notice**”), and Seller shall notify Buyer within seven (7) days after its receipt of the Title Objection Notice, whether or not Seller will cure the objectionable title matters specified therein (“**Seller’s Cure Notice**”). If Seller is unable or unwilling, in its sole discretion, to eliminate or cure all such objectionable title matters, or to make arrangements satisfactory to Buyer, in its reasonable discretion, to have all such matters eliminated or cured prior to Closing, and provided that Buyer shall not thereafter waive such disapproved matters (in which case such matters shall then be deemed “**Permitted Exceptions**”, Buyer shall have the right, at its option, to

terminate this Agreement within the earlier of: (i) the expiration of the Inspection Period; or (ii) ten (10) days after Buyer's receipt of Seller's Cure Notice or Seller's failure to send the Seller's Cure Notice by delivering written notice thereof to Seller, whereupon the Deposit, less the Independent Consideration, shall be returned to Buyer and all liability by reason of this Agreement shall cease except such liability as expressly survives termination. If Buyer does not terminate this Agreement within ten (10) days after Buyer's receipt of Seller's Cure Notice or Seller's Failure to send the Seller's Cure Notice, such title objections shall be deemed Permitted Exceptions. Furthermore, if Buyer does not deliver the Title Objection Notice to Seller within the forty-five (45) day-time period referenced above, then Buyer will be deemed to have approved Seller's title to the Property, and all title exceptions shall be deemed Permitted Exceptions.

- (c) Notwithstanding the provisions of Section 2(b) above, the term "Permitted Exceptions" shall not include, and Seller's conveyance of title to the Property shall not be subject to, mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
- (d) **As-Is. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT AND RECEIVE THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS CONTRACT, AND ANY OTHER DOCUMENT EXECUTED BY SELLER AND DELIVERED TO BUYER AT CLOSING. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER HAS NOT MADE AND IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER, OR ANY PROPERTY MANAGER, REAL ESTATE BROKER, AGENT OR THIRD PARTY REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING. BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE REPRESENTATION IN SECTION 4, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO WATER, SOIL OR GEOLOGY OF THE PROPERTY OR THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NON-COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL LAWS. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF REAL ESTATE, IT IS REPRESENTED BY INDEPENDENT LEGAL COUNSEL, AND THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S REPRESENTATIVES IN PURCHASING THE PROPERTY AND SHALL MAKE AN INDEPENDENT VERIFICATION OF THE ACCURACY OF ANY DOCUMENTS AND INFORMATION PROVIDED BY SELLER. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. BY FAILING TO TERMINATE THIS CONTRACT PRIOR TO FIFTEEN DAYS AFTER THE EXPIRATION OF THE CURE PERIOD,**

BUYER ACKNOWLEDGES THAT SELLER HAS AFFORDED BUYER A FULL OPPORTUNITY TO CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMED NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NON-EXISTENCE OF HAZARDOUS MATERIALS, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS CONTRACT. TO THE DEGREE ALLOWED BY LAW, BUYER HEREBY RELEASES AND DISCHARGES SELLER FROM ALL RESPONSIBILITY AND LIABILITY REGARDING THE CONDITION, VALUATION, SALABILITY OR UTILITY OF THE PROPERTY, OR ITS SUITABILITY FOR ANY PURPOSE WHATSOEVER, AND BUYER HEREBY WAIVES ANY AND ALL OBJECTIONS AND COMPLAINTS CONCERNING THE PHYSICAL CHARACTERISTICS AND ANY EXISTING CONDITIONS ON THE PROPERTY. NOTWITHSTANDING THE ABOVE, BUYER DOES NOT WAIVE ANY RIGHTS AFFORDED IT UNDER THE TEXAS CONSTITUTION OR ANY TEXAS STATUTE. The provisions of this Section 2(d) shall survive the Closing of this Contract.

- (e) Buyer shall provide a copy to Seller of any ALTA survey obtained in connection with its purchase of the Property, if any.

3. **Inspection Period.**

- (a) Buyer shall have sixty (60) days after the Effective Date (“**Inspection Period**”) to complete any investigation (including a Phase I and Phase II environmental site assessment) reasonably necessary to permit Buyer to determine whether to purchase the Property, in its sole judgment, including the environmental condition of the Property. Prior to performing any such non-invasive inspections of the Property, Buyer shall obtain Seller’s approval, which shall not be unreasonably conditioned, withheld or delayed. Throughout the Inspection Period, Buyer may enter upon the Property for the approved inspections at specific times approved by the Seller during Seller’s normal business hours upon providing not less than twenty-four (24) hours’ advance notice to Seller.
- (b) If Buyer does not deliver a written termination notice to Seller prior to the expiration of the Inspection Period, the Inspection Period shall be conclusively presumed to have been satisfied or waived, the Deposit shall be non-refundable pursuant to Section 1(b)(i), and Buyer shall be bound to close as provided in this Agreement. If Buyer does send a written termination notice to Seller prior to the expiration of the Inspection Period, then this Agreement shall be deemed terminated except such liability as expressly survives termination and the Title Company shall promptly refund the Deposit to Buyer. Notwithstanding anything to the contrary, during the Inspection Period, the Buyer may terminate this Agreement for any or no reason and recover the deposit in full.
- (c) All inspections and reports shall be conducted at Buyer’s sole risk and expense. In connection with Buyer’s inspection of the Property, Buyer shall restore the Property to at least as good as its condition immediately prior to Buyer’s entry. Nothing in this Agreement prevents the Seller from filing any claims against the Buyer for any actions from the Buyer or its contractors.

- (d) Buyer and Buyer shall cause any of its contractors, agents and employees (“**Buyer Representatives**”) conducting any inspections to maintain and have in effect commercial general liability insurance, auto insurance, workers compensation insurance and other insurance required by Seller in its reasonable discretion, with such insurance including coverage of not less than \$1,000,000 per occurrence for personal injury, including bodily injury and death, and property damage. Such insurance shall be with companies licensed to do business in the State of where the Property is located. Buyer shall deliver to Seller, prior to commencement of any of Buyer’s activities under Section 3(c), certificates of insurance evidencing that the insurance required hereunder has been obtained and is in effect.
- (e) Buyer and Buyer Representatives shall enter upon the Property and perform investigations in compliance with all laws and at their sole risk and hazard, and Buyer hereby releases Seller from any and all claims relating to entry upon the Property by Buyer or Buyer Representatives. **TO THE EXTENT ALLOWED BY TEXAS STATE LAW, BUYER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER AND ITS SHAREHOLDERS, MEMBERS, MANAGERS, BENEFICIARIES, OFFICERS, AGENTS AND EMPLOYEES OF AND FROM ANY ACTIONS, CAUSES, AND CAUSES OF ACTION, CLAIMS, LIABILITIES, SUMS OF MONEY, COSTS, EXPENSES, CONTROVERSIES, AGREEMENTS, PROMISES, ERRORS, OBLIGATIONS, FEES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES), LIENS (INCLUDING, WITHOUT LIMITATION, MECHANIC’S AND MATERIALMAN’S LIENS), DAMAGES, JUDGMENTS, DEMANDS AND SUITS, WHETHER IN LAW, EQUITY OR STATUTORY, IN THE UNITED STATES, STATE, FOREIGN, OR OTHER JUDICIAL, ADMINISTRATIVE, ARBITRATION OR OTHER PROCEEDINGS, RELATED TO, ARISING FROM, OR IN CONNECTION WITH ENTRY TO THE PROPERTY BY BUYER AND/OR BUYER REPRESENTATIVES (OTHER THAN ANY SUCH LOSS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SELLER OR ITS AGENTS). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUYER AND BUYER REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY LATENT DEFECTS, CLAIMS OR OCCURRENCES ARISING OUT OF ANY CONDITION WHICH EXISTED AT THE PROPERTY PRIOR TO THE ENTRY OF BUYER OR BUYER REPRESENTATIVES THAT ARE NOT THE RESULT OF THE ACT, OMISSION OR NEGLIGENCE OF BUYER OR BUYER REPRESENTATIVES.**
- (f) Subject to the requirements of the Texas Public Information Act, or any other laws requiring the disclosure of public documents, Buyer acknowledges that, prior to Closing, any information not otherwise known to the public obtained by Buyer in the conduct of its due diligence shall be treated as confidential and shall be used only to evaluate the acquisition of the Property from Seller and, in such connection, may be provided only to Buyer’s professional consultants, potential lenders and investors, and lawyers. Buyer will notify Seller of any requests made by the public for any documents pertaining to any of the information listed in this provision above in order to allow the Seller, at its own expense, to take action regarding such request for information. Notwithstanding anything to the contrary, Seller agrees that this Agreement requires the approval of the El Paso City Council which has been obtained prior to Buyer’s execution of this Agreement and that this Agreement may be released to the public pursuant to a Public Information Act request.

- (g) Buyer shall not permit any mechanics' or other liens to be filed against the Property by reason of labor or materials furnished to the Property at the direction or request of Buyer or its representatives, agents or contractors. If any such lien is filed against the Property, Buyer shall cause the lien to be discharged of record or bonded within thirty (30) days after notice to Buyer of the filing of any such lien. The provisions of this Section 3(f) shall survive any termination of this Agreement.
- (h) Upon Seller's request, and at no expense to Seller, Buyer shall promptly provide Seller copies of any information and reports obtained by or prepared by Buyer pursuant to this Section 3. The provisions of this Section 3(h) shall survive the Closing or termination (for any reason) of the Agreement.
- (i) Seller will make a good faith effort to deliver to Buyer, within five (5) business days following the Effective Date, copies of the following: ALTA Surveys, tax bills showing the amount of the current real property tax and the assessed value of the land, environmental reports of the Property, feasibility studies, any material studies, reports, tests and surveys with respect to the physical and environmental condition of the Property to the extent in Seller's possession.

4. **Seller's Warranties and As Is Condition.**

- (a) The representations and warranties under this subsection survive the Closing for a period of twelve (12) months (the "**Survival Period**") and are independent, and in addition, to any warranties or covenants described in the Deed signed by the Seller conveying the Property to the Buyer. The Seller provides to the Buyer the following representations and warranties to Seller's knowledge:
 - (i) The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
 - (ii) The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller's obligations under this Agreement;
 - (iii) No leasehold rights or interests have been granted and are currently in effect involving the Property;
 - (iv) No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien after Closing;
 - (v) Except from Buyer, the Seller has not received any notices of condemnation regarding the Property;
 - (vi) There is no pending litigation pertaining to the Property;
 - (vii) The Seller has not received notices of any violations regarding zoning;
 - (viii) Except as disclosed on Schedule 1, the Seller has not received any notice of any environmental violations on the Property;

- (ix) Except as disclosed on Schedule 1, during Seller's ownership of the Property, neither the land or the improvements on the Property were used for the manufacturing, process, distribution, use, treatment, storage, disposal, transport, or handling of hazardous materials; and
 - (x) At closing, there will be no unpaid utility bills, liens, or claims in connection to the Property or any improvements on the Property.
- (b) For purposes of this Agreement, the term "to Seller's knowledge" or like terms shall not include any constructive knowledge or knowledge imputed to Seller or Seller's Representative and shall mean only the current, actual knowledge of Ana Griselda Rojas ("**Seller's Representative**"), acting in her representative capacity only, and who Seller represents and warrants to Buyer is the individual on behalf of Seller who has the adequate knowledge of such information and/or is charged with responsibility for the matters which are the subject of the representations and warranties contained herein. Seller's Knowledge shall not be construed to refer to the knowledge of any other employee, officer, director, shareholder, partner or agent of Seller or any affiliate of Seller. Seller's Representative will have no personal liability under this Agreement. Neither Seller nor Seller's Representative will have any duty of investigation or inquiry as to the validity of any representations or warranties contained in this Agreement. References to written notice will likewise refer only to written notice received by Seller's Representative after due inquiry.
- (c) Notwithstanding anything contained in this Agreement to the contrary, Seller shall have no liability for breaches of any representations or warranties which are made by Seller herein or in any of the documents or instruments required to be delivered by Seller hereunder if Buyer had knowledge of such breach by Seller (including, without limitation, knowledge gained by Buyer in the course of the inspections or through updates provided by Seller, as to a fact or circumstance which, by its nature, indicates that a representation was or has become untrue or inaccurate) at Closing where Buyer elects to proceed to close the transaction contemplated by this Agreement. Buyer shall not otherwise have the right to bring any lawsuit or other legal action against Seller, nor pursue any other remedies against Seller, as a result of the breach of such representation or warranty of which Buyer had knowledge prior to Closing.
- (d) Subject to other limitations contained in this Agreement, Buyer shall have the right to bring an action against the Seller on the breach of a representation or warranty hereunder that of which Buyer gains knowledge after the Closing, but only if the Buyer files such action during or within sixty (60) days after the Survival Period. Under no circumstances shall Seller be liable to Buyer for more than One Hundred Fifty Thousand and No/100ths Dollars (\$150,000.00) (the "Cap Amount") in any individual instance or in the aggregate for all breaches of Seller's representations, warranties and covenants, nor shall Buyer be entitled to bring any claim for a breach of Seller's representations warranties or covenants unless the claim for damages (either in the aggregate or as to any individual claim) by Buyer exceeds Twenty Five Thousand and No/100ths Dollars (\$25,000.00). The acceptance of the Deed by Buyer at Closing shall, from and after the Survival Period (except as to actions properly filed during the Survival Period or within sixty (60) days after the expiration of the Survival Period), be deemed to be a full performance and discharge of every representation, warranty and covenant made by Seller and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement. Notwithstanding anything contained herein to the contrary, in the event

any applicable law prevents the limitation of a survival period for representations and warranties to as short as the Survival Period set forth herein, then Buyer acknowledges and agrees that, as a material portion of the consideration to Seller under this Agreement, to the maximum extent allowed by applicable law, (i) the Survival Period shall be extended to be the shortest allowable period under applicable law, and (ii) Buyer's sole and exclusive remedy in connection with any claim or proceeding with respect to a breach of a Representation that is filed after the stated Survival Period shall be limited to the recovery of monetary damages in the amount of no more than Five Hundred and No/100ths Dollars (\$500.00). This Section shall survive Closing or termination of this Agreement

- (e) Except as expressly set forth in this Agreement or in any document delivered by Seller at Closing (collectively, the "**Closing Documents**"), it is understood and agreed that Seller has not at any time made and is not now making, and they specifically disclaim, any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to (i) matters of title as to matters arising prior to title being vested in Seller, (ii) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the Property, (iii) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (iv) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (v) drainage, (vi) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (vii) the presence of endangered species or any environmentally sensitive or protected areas, (viii) zoning or building entitlements to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (xiv) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (xv) the merchantability of the Property or fitness of the Property for any particular purpose, (xvi) the truth, accuracy or completeness of any documents delivered to Buyer by Seller, (xvii) tax consequences, or (xviii) any other matter or thing with respect to the Property.
- (f) **EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN THIS AGREEMENT (INCLUDING ANY CLAIM PROPERLY FILED BY BUYER DURING THE SURVIVAL PERIOD) AND SET FORTH IN THE CLOSING DOCUMENTS:**
- (i) **BUYER WILL BE RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER;**

- (ii) **BUYER AGREES TO WAIVE ALL OBJECTIONS OR CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PHYSICAL CONDITION OF THE PROPERTY OR TO THE PRESENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY;**
- (iii) **BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS, AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION.**
- (iv) **SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGREEMENT OR, OR REAL ESTATE AGENT, OR OTHER THIRD-PARTY OTHER PERSON.**
- (v) **BUYER AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE "AS IS" AND WITH ALL FAULTS INCLUDING EXPRESSLY, BUT WITHOUT LIMITATION, THOSE RELATING TO THE IMPROVEMENTS ON THE LAND.**
- (vi) **IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING.**
- (g) Buyer intends to inspect the Property and observe its physical characteristics and existing conditions and to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and except for claims, responsibility, obligations, demands and/or liability arising from any breach of the representations and warranties set forth in the Agreement or in any Closing Document:
 - (i) Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility, obligations, claims, demands and liability whatsoever, with respect to any past, present, or future violation of the Property, regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise

affecting the Property, and further including, but not limited to, liabilities under the Environmental Laws; and

- (ii) Buyer hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all claims against Seller (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, the Environmental Laws) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.
- (iii) For purposes hereof, "Environmental Laws" means environmental laws under CERCLA, RCRA, Superfund Amendments and Reauthorization Act of 1986 (Pub. L. 99 499 100 Stat. 1613), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §1101 et seq.), the Oil Pollution Act (33 U.S.C. §2701 et seq.), the Texas Solid Waste Disposal Act (Tex. Health & Safety Code Ann. §361 et seq.) and all amendments of the foregoing, or any federal or state superlien or environmental clean-up or disclosure statute, or law regulating Hazardous Materials.
- (iv) For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.
- (h) In the event Buyer discovers a preexisting condition at the Property, Buyer hereby covenants that it shall not, prior to Closing, disclose such condition to any person, except its agents, consultants and attorneys, unless required to disclose the discovery of such existing conditions to a governmental authority pursuant to applicable law.
- (i) Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.
- (j) Except for Section 4(a) above which shall survive the closing during the Survival Period the provisions of this Section 4 shall survive Closing and the transfer of title.

5. **Prorations.** Real estate taxes and assessments will be prorated as of the date of Closing, based upon the last actual tax bills available. If the actual tax bills are not available for the current tax fiscal year, then prorations will be based on the tax bills for the prior tax fiscal year and, upon the request of either party, the parties will re-prorate and adjust the tax prorations when the tax bills for the current tax fiscal year of Closing become available.

6. **Costs/Closing Credit.** Buyer shall pay all fees associated with the preparation of any title commitment, as well as the premium for a standard owner's policy of title insurance, any additional premium required for an ALTA extended owner's policy of title insurance, and the cost of any endorsements requested by Buyer. Buyer shall also pay for all fees incurred for recording the Deed, preparing any survey map that may be desired by Buyer, and any state and local transfer, conveyance and recordation taxes and fees. Seller and Buyer shall share equally the escrow fees charged by the Title Company. Each party shall pay its own attorneys' fees.
7. **Buyer's Certificate.** Buyer hereby makes the following representations to Seller:
- (a) Buyer is the City of El Paso.
 - (b) Buyer has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Buyer.
 - (c) Buyer nor any of their affiliates, nor any of its partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including, without limitation, the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.
8. **Seller's Certificate.** Seller hereby makes the following representations to Buyer:
- (a) Seller is a joint venture not required to be organized under the laws of the State of Texas.
 - (b) Seller has the full power, authority and legal right to execute and deliver this Agreement and to consummate the transactions and perform its obligations as contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by all necessary action, and this Agreement has been duly and validly executed and delivered by Seller.
 - (c) Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

The provisions of this **Section 8** shall be merged into the Deed upon transfer of title.

9. **Attorneys' Fees.** If this Agreement or the transaction contemplated herein gives rise to a lawsuit or other legal proceeding between the parties hereto, each party shall be responsible for its attorneys' fees and costs of litigation in addition to any other judgment of the court.
10. **Assignment.** Neither party may assign its rights and obligations hereunder without obtaining the prior written consent of the other party; provided, however, upon prior notice to Buyer, Seller shall be permitted to assign its rights and obligations hereunder to any party that directly or indirectly

(i) controls Seller (ii) is controlled by Seller, (iii) is under common control with Seller. No assignor shall be released from any of its obligations or liabilities under this Agreement.

11. **Notices.** All notices or tender required or permitted herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by written notice to the other parties as required hereby) of the party for whom such notice or communication is intended:

Seller: Samaniego Joint Venture
9504 Desert Ridge
El Paso, Texas 79925
Attention: Ana Grisela Rojas
Email: mariharper@me.com

Copy: Gordon Davis Johnson & Shane P.C.
4695 N. Mesa Street
El Paso, Texas 79912
Attention: Josh Rhoads
Email: jrhoads@eplawyers.com

Buyer: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, TX 79950-1890

Copy: City of El Paso
Attn: City Attorney
P.O. Box 1890
El Paso, TX 79950-1890

Copy: City of El Paso
Attn: Capital Assets Manager
218 N. Campbell Street, Third Floor
El Paso, TX 79901
Email: realestate@elpasotexas.gov

Any such notice or communication shall be sufficient if sent (i) by registered or certified mail, return receipt requested, postage prepaid; (ii) by hand delivery; (iii) by overnight courier service; or (iv) by telecopy or email, with an original by first class mail. Any such notice or communication shall be effective when delivered to the recipient or upon refusal of such delivery.

12. **Broker's Commission.** Except for ClearView Realty, LLC, which has been retained by Seller and whom Seller agrees to pay a commission pursuant to a separate agreement, the parties represent that they have not dealt with any broker, agent, or finder in connection with this transaction. Except as described in the preceding sentence, each party hereby warrants and represents to the other that no person or entity can properly claim a right to a commission, broker's fee or other compensation based on contacts or understandings between such claimant and Seller or Buyer.
13. **Casualty Loss/Condemnation.** As used herein, the term "Casualty Loss" means any destruction by fire, storm or other casualty, or any taking or pending or threatened taking, in condemnation or

under the right of eminent domain, of the Property or a portion thereof, in each case, prior to Closing. Seller shall promptly give Buyer written notice (“Casualty Notice”) of any Casualty Loss of which Seller becomes aware. In the event of a Casualty Loss in excess of \$250,000.00, Buyer shall have the option, which must be exercised within thirty (30) days after its receipt of the Casualty Notice, to terminate this Agreement or to proceed with the Closing. If Buyer elects to terminate this Agreement, the Deposit, less the Independent Consideration, shall be returned to Buyer and all rights, duties, obligations and liabilities created hereunder shall cease except such liability as expressly survives termination. If Buyer proceeds with Closing, whether or not the Casualty Loss exceeds \$250,000.00, it shall acquire the Property in accordance with the terms hereof and Seller shall transfer to Buyer all of its rights to unpaid insurance proceeds, claims, awards and other payments arising out of such Casualty Loss and pay to Buyer all sums paid to Seller as insurance proceeds, awards or other payments arising out of such Casualty Loss. Seller shall at times keep the Property insured for the full insurable value thereof. The terms and provisions of this Section 14 shall survive the Closing. Notwithstanding anything to the contrary, as of the Effective Date, the Seller will not make any improvements or alterations to the Property without the Buyer’s consent. As of the Effective Date, the Seller must maintain the Property in a good state of repair.

14. **Like-Kind Seller Exchange.** Buyer agrees that, at any time prior to the Closing Date, Seller may elect to affect a simultaneous or non-simultaneous tax-deferred exchange pursuant to Section 1031, and the regulations pertaining thereto, of the Internal Revenue Code of 1986, as amended. Buyer shall cooperate with the Seller in connection with any such exchange in any reasonable manner which shall not impose any out of pocket cost or liability upon the Buyer, including without limitation by executing any and all customary and commercially reasonable documents, including escrow instructions or agreements consenting to Seller’s assignment of its rights and obligations hereunder to an exchange entity, which may be necessary to carry out such an exchange; provided, however, Seller’s election to effect such an exchange shall not delay the Closing Date.

15. **Remedies.**

(a) If Seller fails to perform any of Seller’s material obligations under this Agreement, and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) days after Seller’s receipt of written notice from Buyer, Buyer may, as Buyer’s sole remedy for Seller’s failure, either pursue specific performance of this Agreement provided any action to seek specific performance must be filed within ninety (90) days after the scheduled Closing Date or cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which event the Deposit shall be returned to Buyer. In the event Buyer does not timely file an action for specific performance, Buyer shall be deemed to have elected to terminate this Agreement and be returned the Deposit. With respect to specific performance, Seller will not be required to: (A) change the condition or status of the Property; (B) obtain governmental approvals; or (C) resolve title issues other than items Seller is obligated to cure under this Agreement.

(b) If Buyer fails to perform any of Buyer’s material obligations under this Agreement and the same continues until the date that is the earlier of (i) the Closing Date or (ii) five (5) days after Buyer’s receipt of written notice from Seller, Seller may, as Seller’s sole remedy for Buyer’s failure, cancel this Agreement within ten (10) business days after the expiration of the relevant time period specified in clauses (i) and (ii) above, in which case the Deposit will be paid to Seller as liquidated damages,. Seller and Buyer hereby agree that it would be impracticable and extremely difficult to fix the amount of Seller’s actual damages and

further agree that the Deposit is a reasonable estimate of the amount Seller might be damaged as a result of Buyer's failure to perform under this Agreement.

16. **Miscellaneous.**

- (a) Paragraph headings contained herein are included solely for convenience of reference and shall in no way affect the construction of this Agreement. The headings are not intended to limit or define the meaning of any provision of this Agreement. Any exhibits to this Agreement are fully incorporated in the text of this Agreement.
- (b) IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES THAT TIME IS "OF THE ESSENCE" WITH RESPECT TO THE CLOSING OF THIS AGREEMENT AND THE CLOSING DATE.
- (c) This Agreement shall be governed by the law of the State where the Property is located.
- (d) Each party shall execute, acknowledge, and deliver, at or after the Closing Date, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.
- (e) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.
- (f) This Agreement may be executed in counterparts, and transmitted by facsimile by and to each of the parties, and each such counterpart shall be deemed an original, and all of them together shall constitute a single instrument.
- (g) The parties acknowledge that each party and its counsel have reviewed, commented on and approved this Agreement and any rule of construction otherwise requiring any ambiguities within this Agreement to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- (h) Subject to the terms of Section 3(e) herein, Seller and Buyer each hereby covenants and agrees with the other that it will use its reasonable efforts, acting in good faith, not to disclose or permit the disclosure of the existence or the terms of this Agreement, or the transactions contemplated herein, to any other person, without the other party's consent; provided, however, Buyer may disclose this Agreement and the transactions contemplated herein to Buyer's attorneys, consultants or other agents, or as required by law or by any governmental agency, or reasonably believed by Buyer's attorneys to be required by law; and provided further that Seller may disclose this Agreement and the transactions contemplated herein to Seller's attorneys or as required by law or by any governmental agency, or reasonably believed by Seller's attorneys to be required by law.
- (i) In the event that any time period set forth in this Agreement would otherwise expire on a Saturday, Sunday or holiday, such time period shall be deemed to be automatically extended to the next business day.

17. **Complete Agreement and Amendments.** This Agreement, including any exhibits, expresses the entire agreement of the parties. There are no other understandings, oral or written, which in any manner alter or enlarge its terms. This Agreement supersedes any and all prior agreements between the parties hereto regarding the Property. This Agreement may be amended, but only in writing and only if such writing is executed by the party to be charged.

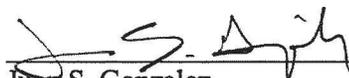
(Signatures Begin on Following Page)

BUYER:

CITY OF EL PASO

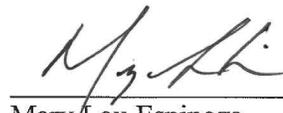
By: _____
Name: Cary Westin
Title: Interim City Manager
Date: _____

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

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:

EXHIBIT A
LEGAL DESCRIPTION

SURVEYOR'S DESCRIPTION

A parcel of land being a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the NW corner of said Section 17 marked by a one inch rebar; thence South 00 deg. 35 min. 08 sec. East along the West line of said Section 17 for a distance of 1310.09 feet to a point; thence South 89 deg. 54 min. 01 sec. East for a distance of 152.47 feet to a #4 rebar set on the curve of the E'ly R.O.W. of U.S. Hwy. Loop 375 for the NW corner and Point of Beginning of this parcel;

THENCE continuing South 89 deg. 54 min. 01 sec. East for a distance of 844.54 feet to a #4 rebar with cap set for the NE corner of this parcel;

THENCE South 00 deg. 34 min. 17 sec. East for a distance of 1309.68 feet to a #4 rebar with cap set for the SE corner of this parcel;

THENCE North 89 deg. 55 min. 25 sec. West for a distance of 664.66 feet to a #4 rebar with cap set for the SW corner of this parcel;

THENCE North 00 deg. 34 min. 49 sec. West for a distance of 654.98 feet to a #4 rebar set for a corner;

THENCE North 89 deg. 54 min. 43 sec. West for a distance of 332.08 feet to a #4 rebar set on the West line of said Section 17 for a corner of this parcel;

THENCE North 00 deg. 35 min. 08 sec. West for a distance of 138.64 feet to a #4 rebar set on the E'ly R.O.W. of said Hwy. Loop 375;

THENCE North 18 deg. 51 min. 58 sec. East along said R.O.W. for a distance of 103.66 feet to a Texas SDHPT R.O.W. marker at the point of curvature of a curve;

THENCE for a distance of 433.48 feet along the arc of the curve to the left whose interior angle is 07 deg. 08 min. 11 sec., whose radius is 3480.31 feet and whose chord bears North 15 deg. 12 min. 46 sec. East for a distance of 433.20 feet to a #4 rebar with cap set for the NW corner and Point of Beginning of this parcel.

Said parcel contains 24.000 acres more or less.

Said parcel is subject to any easements and restrictions of record.



John P. Gamertsfelder
Texas R.P.L.S. # 4680
24 September 1991

PORS17.LEG

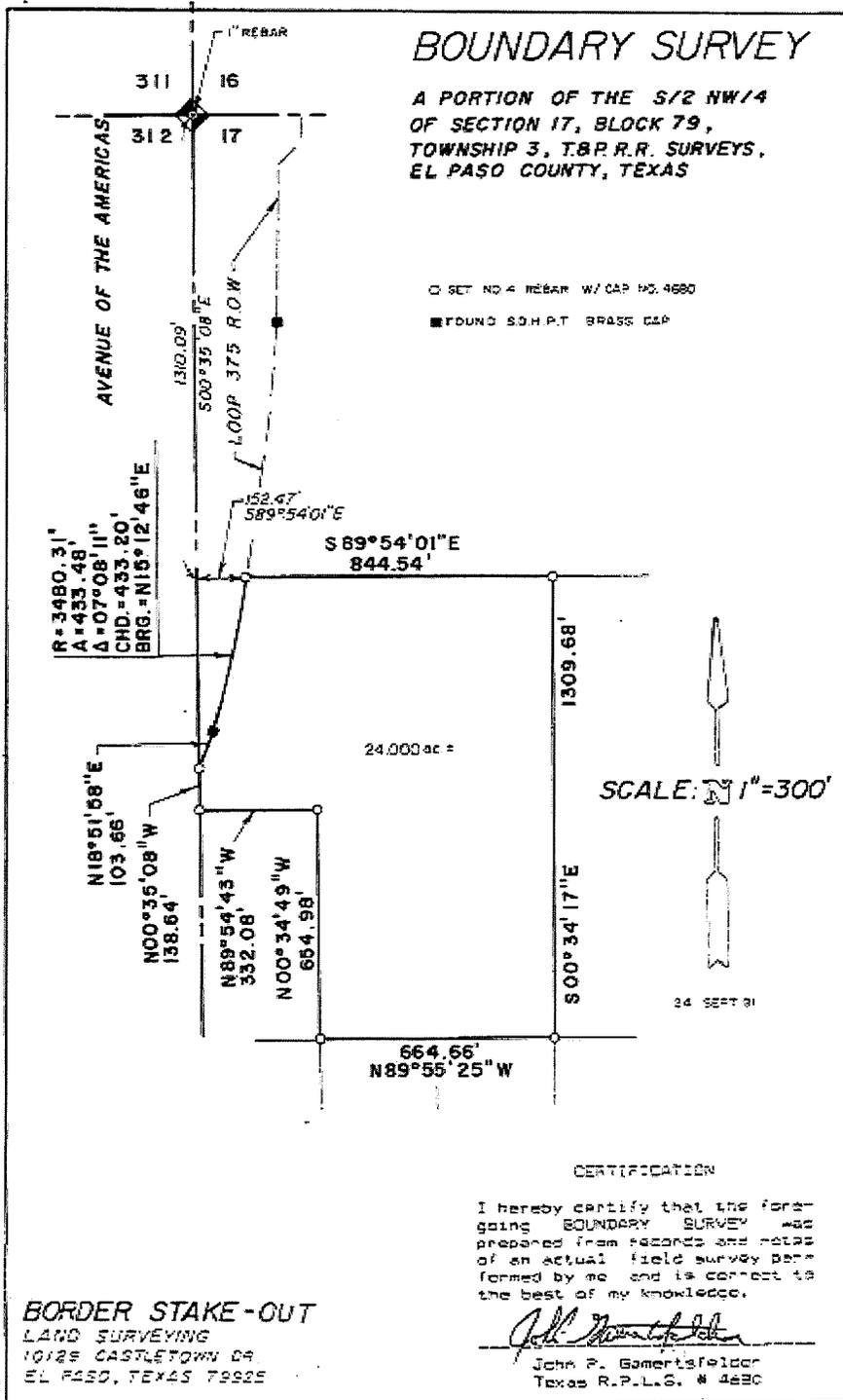


EXHIBIT B

DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: **FORM ONLY - NOT FOR EXECUTION**

Grantor: **Samaniego Joint Venture**

Grantor's Mailing Address: _____

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Real Estate Property, as more particularly described in the attached survey and metes and bounds as Attachment "A".

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE AND WARRANTY

NONE

RESERVATIONS TO CONVEYANCE AND WARRANTY

NONE

WARRANTY AND CONVEYANCE:

Grantor, for the Consideration and subject to the Exceptions to Conveyance and Warranty, grants sells and conveys to Grantee the Property, together with all and singular the rights and

Schedule 1

1. Seller discloses to Buyer that third parties have illegally dumped trash, construction debris and tires on the Property. Seller has hired third parties to clean up the dumped items and has attempted to limit third parties access to the Property.

ATTACHMENT "A"

SURVEYOR'S DESCRIPTION

A parcel of land being a portion of the S/2 NW/4 of Section 17, Block 79, Township 3, T & P RR Surveys, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at the NW corner of said Section 17 marked by a one inch rebar; thence South 00 deg. 35 min. 08 sec. East along the West line of said Section 17 for a distance of 1310.09 feet to a point; thence South 89 deg. 54 min. 01 sec. East for a distance of 152.47 feet to a #4 rebar set on the curve of the E'ly R.O.W. of U.S. Hwy. Loop 375 for the NW corner and Point of Beginning of this parcel;

THENCE continuing South 89 deg. 54 min. 01 sec. East for a distance of 844.54 feet to a #4 rebar with cap set for the NE corner of this parcel;

THENCE South 00 deg. 34 min. 17 sec. East for a distance of 1309.68 feet to a #4 rebar with cap set for the SE corner of this parcel;

THENCE North 89 deg. 55 min. 25 sec. West for a distance of 664.66 feet to a #4 rebar with cap set for the SW corner of this parcel;

THENCE North 00 deg. 34 min. 49 sec. West for a distance of 654.98 feet to a #4 rebar set for a corner;

THENCE North 89 deg. 54 min. 43 sec. West for a distance of 332.08 feet to a #4 rebar set on the West line of said Section 17 for a corner of this parcel;

THENCE North 00 deg. 35 min. 08 sec. West for a distance of 138.64 feet to a #4 rebar set on the E'ly R.O.W. of said Hwy. Loop 375;

THENCE North 18 deg. 51 min. 58 sec. East along said R.O.W. for a distance of 103.66 feet to a Texas SDHPT R.O.W. marker at the point of curvature of a curve;

THENCE for a distance of 433.48 feet along the arc of the curve to the left whose interior angle is 07 deg. 08 min. 11 sec., whose radius is 3480.31 feet and whose chord bears North 15 deg. 12 min. 46 sec. East for a distance of 433.20 feet to a #4 rebar with cap set for the NW corner and Point of Beginning of this parcel.

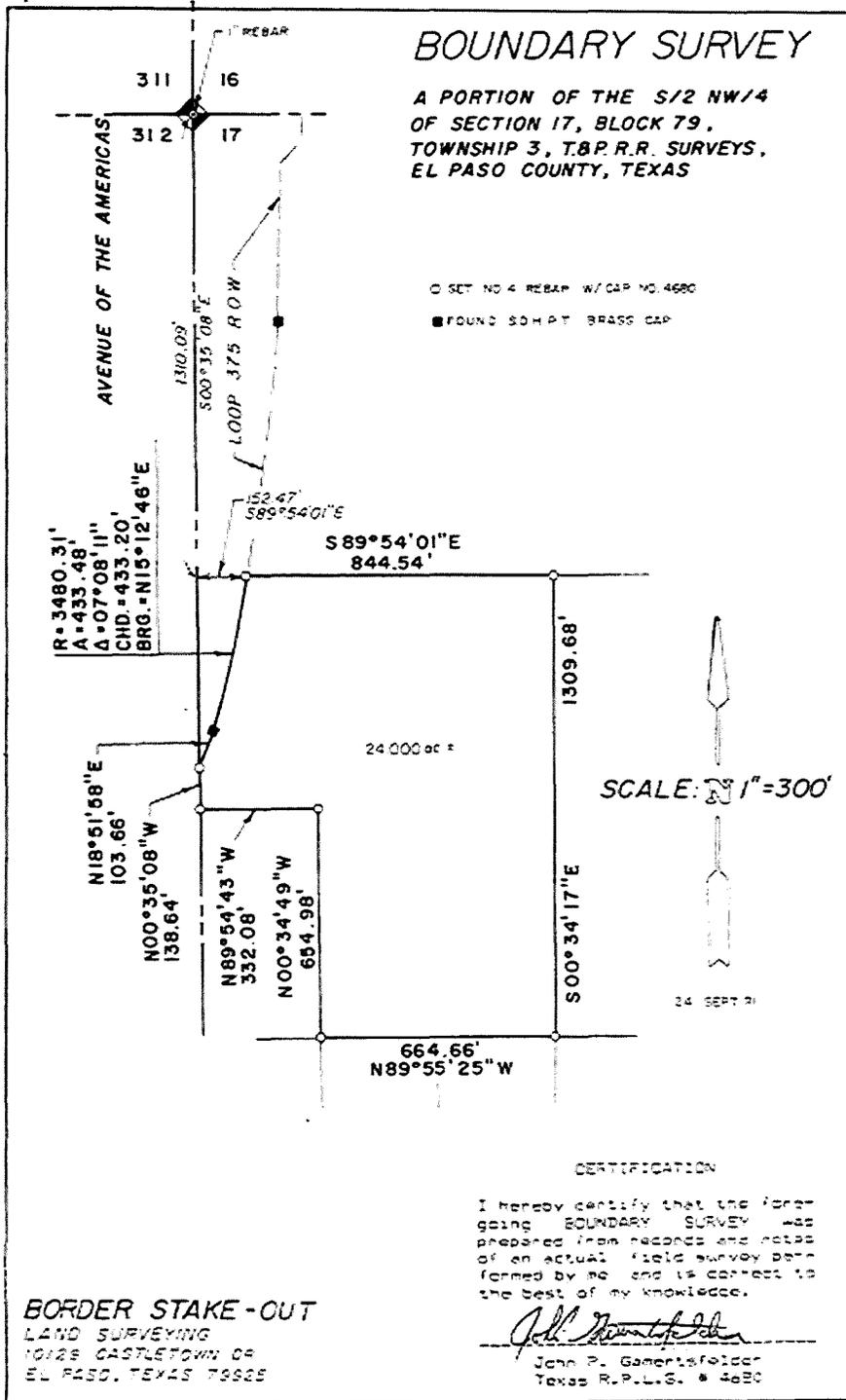
Said parcel contains 24.000 acres more or less.

Said parcel is subject to any easements and restrictions of record.



John F. Gamertsfelder
Texas R.P.L.S. # 4680
24 September 1991

PORS17.LEG





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1524, 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.*

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.

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to the Resolution as Exhibit A, for the El Paso International Airport as necessary to execute the approved Capital Improvement Plan in FY 2024.

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

AGENDA DATE: November 21, 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: That the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to this Resolution as Exhibit A, for the El Paso International Airport as necessary to execute the approved Capital Improvement Plan in FY 2024.

BACKGROUND / DISCUSSION:

Section 7.3D of the City Charter requires a budget to be adopted by resolution no later than August 31st of each year.

PRIOR COUNCIL ACTION:

The FY 2023 - 2024 Annual Budget for the City of El Paso was adopted by Resolution on August 15, 2023.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: Mayor and Council

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on August 15, 2023, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2024 City budget by resolution (“Budget Resolution”); and

WHEREAS, Section 6 of the FY2024 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the El Paso International Airport requires budget transfers in excess of \$100,000, which in accordance with Section 6 of the FY2024 Budget Resolution, require Council approval, and

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfers, attached to this Resolution as Exhibit A, for the El Paso International Airport as necessary to execute the approved Capital Improvement Plan in FY 2024.

APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

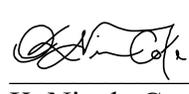
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget

Exhibit A

Capital Improvement Program (CIP)
Budget Transfer Request
FY 2024

**CAPITAL IMPROVEMENT PROGRAM (CIP)
BUDGET TRANSFER REQUEST
FY 2024**

BT Number	Justification	From	To	Project	Amount
2024-0061	Increase budget for PAP00987 Ameristar Hangar Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00987	2,820,592
2024-0062	Increase budget for G62A234902 General Aviation Ramp Reconstruction per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	G62A234902	50,000
2024-0063	Increase budget for PAP00988 Terminal Drive Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00988	2,600,000
2024-0064	Increase budget for PAP00976 Parking Lot Electrical Improvements per Airport CIP	3000 - Airport Operating Fund	3010 - Airport Capital Fund	PAP00976	50,000