

Oscar Leaser
Mayor

Cary Westin
Interim City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

December 05, 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: 175-115-110#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on December 5, 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 Conference ID: 175-115-110#

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/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

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

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY THE MINISTRY COORDINATOR FOR THE EL PASO COUNTY SHERIFF'S OFFICE, AND CHAPLAIN EMERITUS FOR THE EL PASO POLICE DEPARTMENT SAM FARAONE

PLEDGE OF ALLEGIANCE

Sydney Candelaria

Nolan Candelaria

MAYOR'S PROCLAMATIONS

Gold Star and Military Survivor Children's Champions Day

The Greetings from El Paso Mural and Artists Dedication to the City's Vibrancy and Resilience

Paul Albright, Defense Community Champion Day

RECOGNITIONS BY MAYOR

Mayor's Distinguished Award

Steve and Nancy Fox

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the minutes of the Regular City Council Meeting of November 21, 2023, the Agenda Review Meeting of November 20, 2023, and the Work Session of November 20, 2023.

[23-1575](#)

All Districts

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [23-136](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution 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"), Halloran Family Joint Venture, LLC ("Assignor"), and Hospice of El Paso, Inc. ("Assignee") for the following described property: [23-1559](#)

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

District 3

Airport, Sam Rodriguez, (915) 212-7301

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

4. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety operational efficiency. [23-1558](#)

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. Liquidated Damages for Failure to Enter into Contract of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

District 5

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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). [23-1554](#)

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

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

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

6. That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as "Architect and Engineering Services for Traffic Management Center Upgrades" and to amend the Agreement to provide additional protection over confidential technological information. [23-1564](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

7. A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the Village of Vinton, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso. [23-1533](#)

The Village of Vinton shall pay the City of El Paso an annual amount not to exceed Eighteen Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$18,765.00).

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

8. A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the City of San Elizario, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso. [23-1541](#)

The City of San Elizario shall pay the City of El Paso an annual amount not to exceed Ninety-Two Thousand Seventy-Four Dollars and 00/100 (\$92,074.00).

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

9. A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the Town of Horizon City, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso. [23-1555](#)

The Town of Horizon City shall pay the City of El Paso an annual amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Sixty-Seven Dollars and 00/100 (\$174,467.00).

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

10. A Resolution that the Mayor be authorized to sign an Interlocal Agreement [23-1567](#)

between the City of El Paso, Texas and the Town of Clint, Texas for a period of September 1, 2021 through August 31, 2022 for the provision of public health and environmental services by the City of El Paso, for which the Town of Clint shall pay the City of El Paso an annual amount of Nine Thousand Eight Hundred Twenty-Five Dollars and 00/100 (\$9,825.00).

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

11. A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

[23-1570](#)

The Town of Clint shall pay the City of El Paso an annual amount not to exceed Nine Thousand Eight Hundred Seventy-Seven Dollars and 00/100 (\$9,877.00).

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

12. John J. Bryan II to the Building and Standards Commission by Representative Cassandra Hernandez, District 3.

[23-1610](#)

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

13. Ricardo Bustamante to the Parks and Recreation Advisory Board by Representative Chris Canales, District 8.

[23-1593](#)

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. Brian Kanof to the Veteran's Affairs Advisory Committee by Representative Brian Kennedy, District 1.

[23-1595](#)

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

15. Isaac Rodriguez to the Capital Improvements Advisory Committee by Representative Cassandra Hernandez, District 3. [23-1609](#)
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Ileene Mendoza to the Animal Shelter Advisory Committee by Representative Brian Kennedy, District 1. [23-1594](#)
Members of the City Council, Representative Brian Kennedy, (915) 212-1002

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

17. 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. [POSTPONED FROM 11-21-2023] [23-1542](#)
All Districts
Members of the City Council, Representative Henry Rivera, (915) 212-0007

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

18. Discussion and action that the City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed \$2,700.00, for holiday meals and celebrations at Memorial Senior Center, Wellington Chew Senior Center, Grandview Senior Center, Hilos de Plata Senior Center, and San Juan Senior Center serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement. [23-1608](#)
District 2
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

19. Presentation and discussion on the Buy El Paso Rewards Program, providing an overview and update on the program, including the program's purpose, highlighting its benefits, and guiding the community on how to actively participate in the program to support our vibrant local small business community. [23-1568](#)
All Districts
Economic and International Development, Mirella Craigo, (915) 212-1617

20. Presentation and discussion on the sale process for 19 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W. Overland Ave. to the north, S. Santa Fe St. to the east, E. Paisano Dr. to the south, and Alley B to the west.

[23-1597](#)

District 8

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

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: 175-115-110#

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/dfad29e838da41fd86052bb264abd397>

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 3: Promote the Visual Image of El Paso

21. An Ordinance vacating a portion of City right-of-way located on the property described as Portion of Tract 18-A, Block 4, Upper Valley. City of El Paso, El Paso County, Texas.

[23-1565](#)

Subject Property: 5000 Country Club Place.
Applicant: El Paso Country Club, SURW23-00002

District 1

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, JC Naranjo, (915) 212-1604

PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023

22. An Ordinance vacating a 0.948 acre portion of Randolph Street and Blacker Avenue Right-Of-Way, located within Alexander Addition, City of El Paso, El Paso County, Texas

[23-1606](#)

Subject Property: Randolph Street and Blacker Avenue
Applicants: University of Texas at El Paso SURW23-00013

District 8

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

PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023

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

23. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), to amend the following: Section 2.92.020 (Definitions) Subsection (10) to update the definition of "Contribution"; Section 2.92.080 (Disclosure of Campaign Contributions) to require additional disclosures regarding contributions or donations from individuals or business entities receiving a benefit from a vote of City Council; Sections 2.92.120 (Jurisdiction), Subsection 2.92.130(A)(5) (Duties) and Subsection 2.92.160(B) (Filing a Complaint) to include Commission jurisdiction over and process for complaints regarding candidates, political committees and individuals or business entities obligated under Section 2.92.080; Section 2.92.160(C) (Filing a Complaint), to clarify process for complaints regarding the Chief Internal Auditor; Section 2.92.170(A) (Complaint Review) to amend the time period for response to an Ethics Complaint; and Section 2.92.200 (Disposition) to include a fine of up to \$500 as a possible sanction for violation of the Ethics Code.

[23-1571](#)

All Districts

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-1131

PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023

REGULAR AGENDA – EMERGENCY ORDINANCES:

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

24. Discussion and action on 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.

[23-1563](#)

All Districts

City Manager's Office, Mario M. D'Agostino, (915) 212-1069

25. Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso. [23-1561](#)

All Districts

City Manager's Office, Mario M. D'Agostino, (915) 212-1069

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

26. 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. [23-1457](#)

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

District 4

Economic and International Development, Karina Brascgalla, (915) 212-1750
Economic and International Development, Elizabeth Triggs, (915) 212-0094

27. 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. [23-1458](#)

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

District 4

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

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

28. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.041 (Schedule IV A-Parking Prohibited during [23-1498](#)

certain hours- school days only, subsection B: No Parking, 7:00am to 5:00pm, Monday through Friday, School Days Only), to add Items 4. 2600 Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St.

District 5

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

29. 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

REGULAR AGENDA - ADOPTION OF AN ORDINANCE AND OTHER BUSINESS:

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

30. 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.

[23-1611](#)

District 4

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

31. Discussion and action that the City Manager be authorized to sign a Tax Abatement Agreement ("Agreement") by and between the City of El Paso, Texas ("City") and Wurldwide, LLC, a Delaware limited liability company ("Company") in support of the construction, in one or more phases which may extend over a period of years, one or more data center(s) and certain accessory

[23-1566](#)

uses on approximately 1,039 acres of land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the "Project"). Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of \$800,000,000.00 in construction and personal equipment costs for the Project ("Initial Investment"), City agrees to provide Company with annual property tax abatements in an amount equal to 80 percent of the aggregate property tax revenue attributable to the Initial Investment over a 10-year period beginning the calendar year following the year in which the Company provides documentation to the City that it has met its Initial Investment requirements ("Abatements"). Company may develop additional phases, each representing a minimum \$800,000,000.00 expenditure in construction and personal equipment costs; and if so, subject to the terms and conditions of the Agreement, shall be eligible for separate Abatements for each phase for up to five phases during the term of the Agreement.

District 4

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

32. Discussion and action that the City Council approves the allocation of funds from the Texas Economic Development Incentive Program to fund the intersection improvements at Stan Roberts and US-54 to support and facilitate development of the approximate 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City of El Paso and Worldwide LLC, a Delaware limited liability company, in the estimated amount of \$5,000,000.00; and that the City Manager, or designee, be authorized to effectuate any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

[23-1569](#)

District 4

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

REGULAR AGENDA - OTHER BUSINESS:

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

33. 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. [POSTPONED FROM 11-21-2023]

[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 #: 23-1575, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approval of the minutes of the Regular City Council Meeting of November 21, 2023, the Agenda Review Meeting of November 20, 2023, and the Work Session of November 20, 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

NOVEMBER 21, 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 Henry Rivera. Isabel Salcido joined virtually. Late arrivals: Art Fierro at 9:04 a.m. and Chris Canales at 9:12 a.m.

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

Harmony School of Excellence – El Paso

Eileen Situ
Alyssa Situ
Miranda Varela

MAYOR'S PROCLAMATIONS

Public Health Thank You Day

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

The Regular City Council meeting was **RECESSED** at 9:49 a.m. in order to take photos with the honorees.

The Regular City Council meeting was **RECONVENED** at 10:08 a.m.

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NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, 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 Meetings of October 24, 2023 and November 7, 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. ***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 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 \$830.25.

.....
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 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.

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

5.

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

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.

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

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 Lot 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.

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

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 Lot 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.

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

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:

Lot 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.

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

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.

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

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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GOSS ORPHA 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:

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.

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

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.

***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 \$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.

***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 \$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.

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

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.

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

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.

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

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.

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

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:

Lot 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.

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

6. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Edmundo Rodriguez to the City Accessibility Advisory Committee by Representative Chris Canales, District 8.

CONSENT AGENDA – BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

7. *Motion made, seconded, and unanimously carried to **APPOINT** Isaac H. Harder to the Historic Landmark Commission by Representative Joe Molinar, District 4.
8. *Motion made, seconded, and unanimously carried to **APPOINT** Heidi Avedician to the Zoning Board of Adjustment by Representative Cassandra Hernandez, District 3, as a regular appointment.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

9. *Motion made, seconded, and unanimously carried to **APPOINT** Luis Mata to the Animal Shelter Advisory Committee by Representative Henry Rivera, District 7.

CONSENT AGENDA – NOTICE FOR NOTATION:

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

10. *Motion made, seconded, and unanimously carried to **ACCEPT** the donation of 20 turkeys for District 3 Holiday Community Initiative to distribute Thanksgiving turkeys to families in financial hardship within the community.

11. *Motion made, seconded, and unanimously carried to **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.

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

12. *Motion made, seconded, and unanimously carried to **NOTE** 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.

.....
CONSENT AGENDA – BIDS:
.....

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

13. *Motion made, seconded, and unanimously carried to **AWARD** 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.

.....

Goal 8: Nurture and Promote a Healthy, Sustainable Community

.....

14. 1ST MOTION

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

2ND AND FINAL MOTION

Motion made by Alternate Mayor Pro Tempore Molinar, seconded by Representative Rivera, and unanimously carried to **AWARD** 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 Kennedy commented.

Ms. Lisa Turner, citizen, commented.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Fierro

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

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

15. *Motion made, seconded, and unanimously carried to **POSTPONE TWO WEEKS** the 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.

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

16. **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.

Representative Hernandez read the resolution into the record.

Mayor Leeser commented.

Ms. Donna Sample, honoree, commented.

Ms. Lisa Turner, citizen, commented.

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 Representative Hernandez, 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
.....

17. **ITEM:** 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.

Mayor Leeser and Representatives Kennedy, Hernandez, Molinar, and Fierro commented.

The following City staff members commented:

- Ms. Ellen Smyth, Chief Transit and Field Operations Officer

- Mr. Cary Westin, Interim City Manager
- Ms. Karla Nieman, City Attorney

Motion made by Representative Hernandez, seconded by Representative Rivera, and unanimously carried to ask staff 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.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Salcido

18.

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.

Representative Fierro read the resolution into the record.

Mr. James Hahn, citizen, commented.

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 Representative Fierro, seconded by Representative Hernandez, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

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

Community

19. **ITEM:** Presentation by local non-profit Project Regeneración regarding their concept for the restoration of Duranguito.

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

The following city staff members commented:

- Mr. Cary Westin, Interim City Manager
- Ms. Karla Nieman, City Attorney

Mr. David Romo, Project Regeneración member, commented.

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 Representative Kennedy, seconded by Representative Rivera, and carried to **DELETE** the item.

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

NAYS: Representatives Annello and Canales

NOT PRESENT FOR THE VOTE: Representative Hernandez

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. April Martinez
3. Mr. Ron Comeau
4. Ms. Loretta Hyde
5. Mr. Rene Corral
6. Ms. Christina Martinez
7. Mr. Steven Strumer

The Regular City Council meeting was **RECESSED** at 1:14 p.m. for lunch.

The Regular City Council meeting was **RECONVENED** at 2:03 p.m.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

NAYS: None

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.

.....
PUBLIC HEARING WILL BE HELD ON DECEMBER 12, 2023
.....

21. An Ordinance authorizing the City Manager to sign a contract of sale with Wurldwild 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.

.....
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 4. 2600 Tierra Cadiz Ct. from John Hayes St. to Tierra Murcia St.
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.

.....
PUBLIC HEARING WILL BE HELD ON DECEMBER 5, 2023 FOR ITEMS 22 AND 23
.....

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

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

24. ORDINANCE 019562
.....

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

Ms. Elizabeth Triggs, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Canales commented.

Motion duly made by Mayor Pro Tempore Annello, 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 3: Promote the Visual Image of El Paso

25.

ORDINANCE 019563

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Representative Kennedy, 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**.

26.

ORDINANCE 019564

The City Clerk read an Ordinance entitled: **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.

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

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

AYES: Representatives Kennedy, Annello, 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**.

27.

ORDINANCE 019565

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Mayor Pro Tempore Annello, 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**.

28.

ORDINANCE 019566

The City Clerk read an Ordinance entitled: **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.

Mr. Raul Garcia, Planning and Inspections Program Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leaser and Representatives Annello, Hernandez, Molinar, Salcido, Rivera, and Canales commented.

The following members of the public commented:

1. Ms. Gilda Maraboto
2. Mr. Christian Ortiz
3. Mr. Al Loya
4. Mr. Arturo De La Mora
5. Ms. Marcella Carrillo
6. Ms. Nadia Antowan
7. County Commissioner Iliana Holguin
8. Mr. Rudy Cruz Jr.
9. Ms. Sylvia Carreon
10. Ms. Shelby McCue
11. Mr. Eduardo Talamantes
12. Mr. Jose Najera
13. Ms. Eva Vilma
14. Ms. Lisa Turner
15. Mr. Ivan Lopez
16. Ms. Carmen Montoya
17. Ms. Silvia Tapia
18. Ms. Fabiola Campos-Lopez
19. Ms. Mario Mendoza
20. State Representative Mary Gonzalez
21. Ms. Debbie Torres
22. Mr. Octavio Saavedra, property owner

1ST MOTION

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

2ND MOTION

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

NAYS: Representatives Annello, Molinar, 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**.

29.

ORDINANCE 019567

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Mayor Pro Tempore Annello, seconded by Representative Rivera, 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**.

30.

ORDINANCE 019568

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

Representative Canales commented.

Motion duly made by Mayor Pro Tempore Annello, 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**.

31.

ORDINANCE 019569

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

Mr. Tony De La Cruz, Building Permits and Inspections Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Annello and Hernandez commented.

The following members of the public commented:

1. Ms. Andi Rose Tiscareño
2. Ms. Lorena Edwards
3. Ms. Lisa Turner
4. Ms. Amber Perez

1ST MOTION

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

2ND AND FINAL MOTION

Motion duly made by Mayor Pro Tempore Annello, seconded by Representative Hernandez, 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

32.

ORDINANCE 019570

The City Clerk read an Ordinance entitled: **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.

Motion duly made by Representative Rivera, 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
.....

33. 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.

Representative Canales commented.

Mr. Nicholas Ybarra, Environmental Services Director, commented.

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

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

NAYS: None
.....

34. **ITEM:** 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.

Mayor Leaser commented.

Ms. Nicole Cote, Office of Managing and Budget and Purchasing and Strategic Sourcing Managing Director, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Fierro, and unanimously carried to **POSTPONE** the item **TWO WEEKS**.

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

NAYS: None

<u>ADJOURN</u>

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 2:44 p.m.

AYES: Representatives Kennedy, Annello, 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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
November 20, 2023
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:00 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Brian Kennedy, Alessandra Anello, Joe Molinar, Art Fierro, and Chris Canales. Isabel Salcido joined via videoconference. Late arrival: Henry Rivera at 9:02 a.m. Cassandra Hernandez was absent.

The agenda items for the November 21, 2023, Regular City Council Meeting were reviewed.
.....

3. CONSENT AGENDA – RESOLUTIONS

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.

Mayor Leeser questioned the following City staff member:

- Mr. Sam Rodriguez, Chief Operations Officer
-

12. CONSENT AGENDA – NOTICE FOR NOTATION

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.

Mayor Leeser questioned the following City staff member:

- Ms. Nicole Cote, Office of Management and Budget Managing Director
-

13. CONSENT AGENDA – BIDS

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.

Mayor Leeser questioned the following City staff members:

- Ms. Jeanette Nevarez, Procurement Analyst
- Mr. Rene Barraza, Streets and Maintenance Administrative Services Manager

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

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.

Mayor Leeser and Representative Rivera questioned the following City staff member:

- Mr. Cary Westin, Interim City Manager

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

Presentation by local non-profit Project Regeneración regarding their concept for the restoration of Duranguito.

Mayor Leeser and Representatives Kennedy and Fierro questioned the following City staff members:

- Mr. Cary Westin, Interim City Manager
- Ms. Karla Nieman, City Attorney

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

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.

Representative Canales questioned the following City staff member:

- Ms. Elizabeth Triggs, Economic and International Development Director

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

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

Mayor Leeser and Representative Annello questioned the following City staff member:

- Mr. Raul Garcia, Planning and Inspections Project Manager

.....
 Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:19 a.m.

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

NAYS: None

ABSENT: Representatives Hernandez

.....
 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

CITY COUNCIL WORK SESSION MINUTES
November 20, 2023
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:20 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Brian Kennedy, Alexsandra Anello, Joe Molinar, Art Fierro, Henry Rivera, and Chris Canales. Isabel Salcido joined virtually. Late arrival: Cassandra Hernandez at 9:43 a.m. Early departures: Henry Rivera at 11:25 a.m., Isabel Salcido at 11:45 a.m., and Cassandra Hernandez at 12:30 p.m.

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AGENDA

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1. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on October 16, 2023.
 1. Administrative Procedures for Capital Improvement Plan (CIP) Budget Transfers.
 2. Discussion and Action on the Special Audit Requests from the May 9th City Council Meeting, Item 20.
 - No action was taken on this item.
 3. Discussion and Action on FY 2022-2023 Audit Plan 4th Quarter Updates.
 - Motion made by Representative Molinar, seconded by Representative Anello and approved by Representative Kennedy, Representative Anello, Representative Fierro and Representative Molinar to accept the 4th Quarter Update.
 4. Discussion and Action on the FY 2023-2024 Annual Internal Audit Plan.
 - Motion made by Representative Molinar, seconded by Representative Kennedy and approved by Representative Kennedy, Representative Anello, Representative Fierro and Representative Molinar to bring the amended FY 2023-2024 Annual Internal Audit Plan to City Council.
 5. Discussion on Client Surveys.

Mr. Eduardo Calderon, Chief Internal Auditor, provided a briefing of the October 16, 2023 meeting.

NO ACTION was taken on this item

-
2. **ITEM:** Discussion and Action for City Council to approve the following Internal Audit Department documents:
 - 2023-2024 Internal Audit Charter.
 - 2023-2024 Annual Internal Audit Plan.

Representative Kennedy commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Kennedy, seconded by Representative Molinar, and unanimously carried to **APPROVE** the 2023-2024 Internal Audit Charter and the 2023-2024 Annual Internal Audit Plan.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

3. Presentation and discussion of the Women's Rights Commission Annual Report.

Ms. Tracey Jerome, Senior Deputy City Manager, introduced the item.

Ms. Marina Monsisvais, Chair for the Women's Rights Commission, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Annello, Molinar, and Canales commented.

Ms. Lisa Turner, citizen and member of the Women's Rights Commission, commented.

NO ACTION was taken on this item.

4. Presentation and discussion as part of the upcoming Strategic Planning Session providing a fiscal overview and operations update for the following key areas:

1. Fiscal Overview
2. Grant Funded Programs Overview
3. Streets Focus

Mr. Cary Westin, Interim City Manager, introduced the item.

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

- Mr. Robert Cortinas, Chief Financial Officer
- Mr. Omar Martinez, Grants and Strategic Initiatives Manager
- Mr. Richard Bristol, Streets and Maintenance Director

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

Mr. Sam Rodriguez, Chief Operations Officer, commented.

Ms. Lisa Turner, citizen, commented.

NO ACTION was taken on this item.

5. ITEM: Discussion and action on the amendments directed by the City Council to City Code chapter 2.92.080 to require additional disclosures regarding contributions or donations from

individuals or business entities receiving a benefit from the City, 2.92.120, 2.92.130(A)(5) and 2.92.160(B) to include jurisdiction over candidates, political committees and individuals or business entities in certain circumstances, 2.92.160(C) to include that the Chief Internal Auditor reports to the Council, 2.92.170(A) to adjust the time for response to be due to 14 days after the City Attorney refers a complaint to the commission and 2.92.200(D) to authorize the commission to issue a fine of up to \$500.

Ms. Kristen Hamilton-Karam, Deputy City Attorney, presented a PowerPoint presentation (copy on file in the City Clerk's Office) containing recommendations from staff and the Ethics Review Commission.

Mayor Leeser and Representatives Kennedy, Annello, Hernandez, and Molinar commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and carried to **ACCEPT** staff recommendations and **INCORPORATE** the recommendations from the Ethics Review Commission however, exclude the recommendation that removes obligations from individuals or business.

AYES: Representatives Kennedy, Annello, Salcido, and Canales

NAYS: Representatives Hernandez and Molinar

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

.....
EXECUTIVE SESSION

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:45 a.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 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Fierro and Rivera

Representatives Rivera and Salcido were not present during executive session and Representative Annello joined at 12:20 p.m.

Motion made by Mayor Pro Tempore Annello, seconded by Representative Canales, and unanimously carried to **ADJOURN** the Executive Session at 12:59 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
EX1. Application of El Paso Electric Company to Change Rates to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC); Docket No. ER22-282-000. Matter No. 21-1008-183 | HQ#UTILITY-25 (551.071)

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, is **AUTHORIZED** and **DIRECTED** to neither agree to nor contest the settlement in El Paso Electric Revisions to the Open Access Transmission Tariff, Federal Energy Regulatory Commission Docket No. ER22-282-000 HighQ# Utility-25, and to take all steps necessary, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

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

Motion made by Mayor Pro Tempore Annello, seconded by Representative Kennedy, and unanimously carried that the City Attorney's Office in consultation with the City Manager be **AUTHORIZED** to terminate the Contract of Sale between 323 Chihuahua L.L.C. and the City of El Paso for the purchase of 323 S. Chihuahua Street, El Paso, Texas, pursuant to the terms of said Contract, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
EX3. Economic Incentives for an Infill Development located in Northeast El Paso. Matter HQ#23-1765 (551.087)

NO ACTION was taken on this item.

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

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Mayor Pro Tempore Annello, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the meeting at 1:01 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Hernandez, Salcido, and Rivera

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-136, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 23-1559, **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.

A Resolution 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"), Halloran Family Joint Venture, LLC ("Assignor"), and Hospice of El Paso, Inc. ("Assignee") for the following described property:

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

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

DEPARTMENT: Aviation

AGENDA DATE: December 5, 2023

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

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

A Resolution 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"), Halloran Family Joint Venture, LLC ("Assignor"), and Hospice of El Paso, Inc. ("Assignee") for the following described property:

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

BACKGROUND / DISCUSSION:

The Department of Aviation requests the approval of this Lessor's Approval of Assignment to allow the transfer of rights possessed by Halloran Family Joint Venture, LLC for a Southern Industrial Site Lease effective February 1, 1986 to Hospice of El Paso, Inc.

Rental Fee: 70,939.069 square feet at \$0.45 = \$32,000.00 annually / \$2,666.67 monthly. Next rent increase scheduled for January 2026.

Term: Initial term of forty (40) years plus one (1) options of ten (10) years

PRIOR COUNCIL ACTION:

- February 1, 1986 – Southern Industrial Site Lease, Jerry M. Coleman as Lessee
- March 18, 1986 – Electrical Easement
- May 12, 1987 – Lessor's Approval of Assignment to Halloran Family Joint Venture
- September 22, 1987 – Estoppel Certificate
- March 31, 2015 – Lessor's Approval of Assignment to Halloran Family Joint Venture, LLC

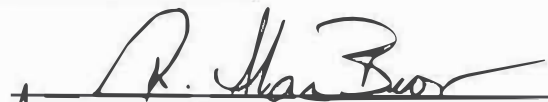
AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, P.E., Director of Aviation



R. Shane Brooks

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 of the Industrial Site Lease by and among the City of El Paso ("Lessor"), Halloran Family Joint Venture, LLC ("Assignor") and Hospice of El Paso, Inc. ("Assignee") regarding the following property:

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

ADOPTED this ____ day of _____, 2023.

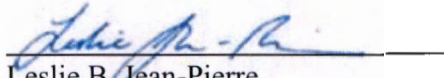
THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

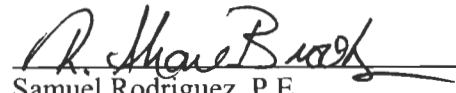
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


for Samuel Rodriguez, P.E.
Director of Aviation
R. Shane Brooks

RESOLUTION

23-1728/Aviation/TRAN-506398/Reso LAA Halloran Family JV to Hospice of El Paso (8515 Lockheed)/LBJ

STATE OF TEXAS)
)
COUNTY OF EL PASO)

LESSOR'S APPROVAL OF ASSIGNMENT

WHEREAS, the City of El Paso ("Lessor") entered into an Industrial Site Lease ("Lease") with an effective date of February 1, 1986, by and between Lessor and Jerry M. Coleman covering the following described leased premises:

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

WHEREAS, Jerry M. Coleman assigned the Lease to Richard N. Azar and Jerry M. Coleman, Co-Owners doing business as Azar-Coleman Properties;

WHEREAS, on May 12, 1987, Lessor approved a Lessor's Approval of Assignment and Estoppel Certificate of Lessor which consented to the assignment of the Lease to the Halloran Family Joint Venture, a Texas Joint Venture comprised of Margaret M. Halloran, Kathleen H. Burton and Lynda H. Jennett; and

WHEREAS, on March 31, 2015, Lessor approved a Lessor's Approval of Assignment of the Lease to Halloran Family Joint Venture, LLC ("Assignor"); and

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Hospice of El Paso, Inc ("Assignee" herein).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONSENT TO ASSIGNMENT.** Lessor hereby approves and consents to the assignment of the Lease to Hospice of El Paso, Inc. ("Assignee"), on the condition that Assignee assumes and becomes liable to pay any and all sums owing or becoming due Lessor under terms of the Lease from and after the effective date of the assignment of the Lease to Assignee, and upon the further condition that Assignee agree to accept and abide by all the terms, covenants, and conditions of the Lease.
2. **PROOF OF INSURANCE AND INDEMNIFICATION.** Assignee has provided a certificate of insurance to evidence compliance with the insurance requirements of the Lease and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **SECURITY DEPOSIT.** Security deposit required in the amount of three month's rent totaling \$8,000.01 as a condition to this Approval.
5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
6. **ADDRESS FOR NOTICE.** Notices to Assignee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Halloran Family Joint Venture, LLC
8 Horseshoe Dr.
Highland Village, Texas 75077-6714

ASSIGNEE: Hospice of El Paso, Inc.
1440 Miracle Way
El Paso, Texas 79925
Attn: James Voiland, CEO
7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignor and Assignee represent and warrant that he or she has the authority legally to bind the Assignor and Assignee to the provisions of this Lessor's Approval of Assignment.
8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
9. **EFFECTIVE DATE.** Regardless of the date executed, the Effective Date of this Lessor's Approval of Assignment is _____ day of _____ 2023.
10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures begin on the following page)

Cary Westin
Interim City Manager


Leslie B. Jean-Pierre
Assistant City Attorney

For R. Shane Brooks
Samuel Rodriguez, P.E.
Director of Aviation
R. Shane Brooks

[illegible]

My Commission Expires:

Notary Public, State of Texas

23-1787Aviation/TRAN-506420/LAA/Halloran Family JV, LLC to Hospice of El Paso, Inc./8515 Lockheed/LBJ
Page 3 of 5

**ASSIGNOR: HALLORAN FAMILY
JOINT VENTURE, LLC**

By: [Signature]
Printed Name: BILL BURTON III
Title: MANAGER

ASSIGNOR'S ACKNOWLEDGMENT

MNR Colorado
THE STATE OF TEXAS)
MNR Arapahoe
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 17 day of November, 2023,
by Bill Burton III as Manager of Halloran Family Joint Venture, LLC
(Assignor).

My Commission Expires:
09/01/2026

[Signature]
Notary Public, State of Texas
MNR Colorado

MEGAN ROBERTS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224034496
MY COMMISSION EXPIRES 09/01/2026

(Signatures continue on the following page)

ASSIGNOR: HALLORAN FAMILY
JOINT VENTURE, LLC

By: [Signature]
Printed Name: Lisa J Wood
Title: Manager

ASSIGNOR'S ACKNOWLEDGMENT

^{N.C.}
THE STATE OF ~~TEXAS~~ NC
^{Buncombe}
COUNTY OF ~~EL PASO~~ NC

This instrument was acknowledged before me on this 20 day of Nov., 2023,
by Wood, Lisa J. as Manager of Halloran Family Joint Venture, LLC
(Assignor)

My Commission Expires:
12/1/2026

[Signature]
Notary Public, State of NC

HAK YONG KIM
NOTARY PUBLIC
Henderson County
North Carolina
My Commission Expires Dec. 01, 2026

(Signatures continue on the following page)

ASSIGNEE: HOSPICE OF EL PASO,
INC.

By: [Signature]
Printed Name: JAMES L. VOILAND
Title: CEO

ASSIGNEE'S ACKNOWLEDGMENT

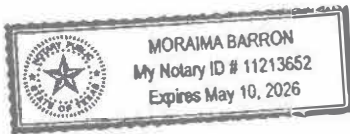
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 16th day of November, 2023,
by James L. Voiland as CEO of Hospice of El Paso, Inc.
(Assignee).

My Commission Expires:

May 10, 2026

[Signature]
Notary Public, State of Texas





Legislation Text

File #: 23-1558, 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

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

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 2.3 - Increase public safety operational efficiency.

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. Liquidated Damages for Failure to Enter into Contract of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

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

AGENDA DATE: December 5, 2023
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Yvette Hernandez, City Engineer, (915) 212-1860
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: 5

STRATEGIC GOAL: No. 2 – Set the Standard for a Safe and Secure City

SUBGOAL: 2.3 – Increase public safety operational efficiency

SUBJECT:

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. Liquidated Damages for Failure to Enter into Contract of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

BACKGROUND / DISCUSSION:

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated safety facilities. With the rapid growth on the east side of El Paso, an additional fire station is necessary. The new Fire Station #38 will be located within a complex and adjacent to the Eastside Regional Command Center (ERCC) at 14301 Pebble Hills Blvd., Building B.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On August 15, 2023 City Council approved the award of contract 2023-0403 to EMJ Construction, LLC for a total estimated amount of \$5,788,541.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: N/A

Funding Source: N/A

Account: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


for  Yvette Hernandez, City Engineer

Gilbert Guerrero
Assistant Director of Capital Improvements

**COUNCIL PROJECT FORM
(Termination)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **December 5, 2023**

STRATEGIC GOAL No. 2: Set the Standard for a Safe and Secure City

The linkage to the Strategic Plan is subsection 2.3 – Increase public safety operational efficiency

Request that the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. Liquidated Damages for Failure to Enter into Contract of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

DATE: 8/3/2018

RESOLUTION

WHEREAS, on August 15, 2023, the City of El Paso ("City") awarded Contract No. 2023-0403 Fire Station 38 ("Contract") to the following vendor ("Vendor"):

1. EMJ Construction, LLC

WHEREAS, pursuant to Section 14, Subsection 7. **Liquidated Damages for Failure to Enter into Contract** of the Solicitation Documents associated with Solicitation 2023-0403 Fire Station 38; the City of may take steps to terminated the above-referenced award; and

WHEREAS, Vendor has failed or refused to execute and deliver the Contract and other required documents to City to finalize and execute the validly awarded Contract; and

WHEREAS, the City desires to terminate the and rebid the above solicitation.

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

That the Managing Director of Purchasing & Strategic Sourcing is authorized to notify EMJ Construction, LLC, that the City is terminating Contract No. 2023-0403 Fire Station 38 pursuant to Section 14, Subsection 7. **Liquidated Damages for Failure to Enter into Contract** of the Solicitation Documents, that the termination shall be effective as of December 5, 2023, and that the City may take all necessary steps to seek forfeiture of Vendor's bid bond as liquidated damages.

APPROVED this _____ day of _____, 2023.

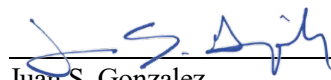
THE CITY OF EL PASO:

Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Managing Director
Purchasing & Strategic Sourcing



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1554, **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, 7, 8

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

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: December 5, 2023

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicholas Ybarra, (915) 212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 6, 7, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

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

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Environmental Services Department

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ATTACHMENT A
SOLID WASTE LIENS
December 5, 2023

Address	Owner of Record	Amount	District
4625 BOBOLINK WAY	PAYAN IDALI	\$347.50	1
4929 PANSY CT	BARRAZA RAMON I	\$312.00	1
5784 ETHEL RD	HERNANDEZ RAMON	\$408.00	1
5784 ETHEL RD	HERNANDEZ RAMON	\$723.00	1
4108 HALLMARK CT	QUEVEDO JOE G & VIRGINIA R	\$952.50	2
8845 KENNETH ST	AGRIPINO DOLORES Y	\$365.00	2
8845 KENNETH ST	AGRIPINO DOLORES Y	\$572.00	2
8925 ROBERT DR	CUTRIGHT CHARLES JR	\$616.15	2
1907 N BOONE ST	PADILLA ANA M	\$342.00	2
244 S AWBREY ST	GARCIA MARIO	\$681.50	2
2125 ENERO DR	WALKER MURPHY K & MARIANNE	\$389.00	3
2125 ENERO DR	WALKER MURPHY K & MARIANNE	\$626.50	3
3302 DUNGARVAN DR	RETANA JOSEFINA	\$352.00	3
3302 DUNGARVAN DR	RETANA JOSEFINA	\$361.50	3
10229 MAXWOOD DR	ACOSTA JOSE L & MARGARET H	\$506.00	3
10420 APHONIA DR	PROCTER SUSAN	\$329.27	4
1791 ALAN SHEPARD LN	GARCIA DOLORES B & CORRAL JESUS	\$332.00	6
1791 ALAN SHEPARD LN	GARCIA DOLORES B & CORRAL JESUS	\$430.00	6
3445 SUNSET ROSE DR	GARCIA NINFA S	\$339.00	6
3445 SUNSET ROSE DR	GARCIA NINFA S	\$333.50	6
11179 WHARF COVE DR	HOWE FLORA C	\$323.00	6
448 BUTCHOFKY PL	JORDAN BENJAMIN & TASI	\$2,069.00	7

8238 LOMA TERRACE RD	TALAMANTES GILBERTO	\$703.00	7
313 S ZARAGOZA RD	BEJARANO YESSICA I & RIOS JOSE E	\$714.00	7
1215 MYRTLE AVE	VIGIL VICTORIA	\$424.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	\$1,024.50	8
6965 ALTO REY AVE	GUEVARA FERNANDO & AMELIA G	\$368.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PAYAN IDALI, 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 Bobolink Way, more particularly described as Lot 15, Block
11, Marwood Subdivision, City of El Paso, El Paso County, Texas,
PID #M130-999-0110-8500

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 28th day of September, 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 FORTY SEVEN AND 50/100 DOLLARS (\$347.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

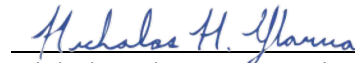
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar 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, BARRAZA RAMON 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:

4929 Pansy Ct, more particularly described as W 50 Ft Of Tr 22
(5000 Sq Ft), Cross Roads Subdivision, City of El Paso, El Paso
County, Texas, PID #C961-999-0010-6700

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of December, 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 TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

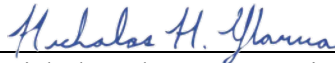
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

5784 Ethel Rd, more particularly described as Lot 266 Abst 8716 Tr
21-K (0.27 Ac), S A & M G Rr Surv Subdivision, City of El Paso,
El Paso County, Texas, PID #X266-999-S00B-5470

to be \$408.00, 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 January, 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 EIGHT AND 00/100 DOLLARS (\$408.00) 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 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 RAMON, 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:

5784 Ethel Rd, more particularly described as Lot 266 Abst 8716 Tr
21-K (0.27 Ac), S A & M G Rr Surv Subdivision, City of El Paso,
El Paso County, Texas, PID #X266-999-S00B-5470

to be \$723.00, 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 June, 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 SEVEN HUNDRED TWENTY THREE AND 00/100 DOLLARS (\$723.00) 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:

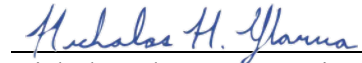
Laura D. Prine
City Clerk

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, QUEVEDO JOE G & VIRGINIA 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:

4108 Hallmark Ct, more particularly described as Lot 11 (6000 Sq Ft), Block 5, Desert Hills Subdivision, City of El Paso, El Paso County, Texas, PID #D444-999-0050-5100

to be \$952.50, 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 September, 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 NINE HUNDRED FIFTY TWO AND 50/100 DOLLARS (\$952.50) 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, AGRIPINO DOLORES Y, 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:

8845 Kenneth St, more particularly described as Lot 12 (6008.0 Sq Ft), Block 17, Del Norte Acres Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0170-2500

to be \$365.00, 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 SIXTY FIVE AND 00/100 DOLLARS (\$365.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leoser
Mayor

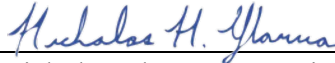
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie B. Jean-Pierre
Assistant City Attorney


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AGRIPINO DOLORES Y, 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:

8845 Kenneth St, more particularly described as Lot 12 (6008.0 Sq Ft), Block 17, Del Norte Acres Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #D361-999-0170-2500

to be \$572.00, 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 May, 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 SEVENTY TWO AND 00/100 DOLLARS (\$572.00) 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

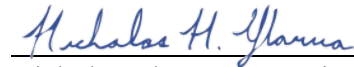
ATTEST:

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, CUTRIGHT CHARLES 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:

8925 Robert Dr, more particularly described as Lots 7 & 8 & S 5 Ft
Of 9 (16275.00 Sq Ft), Block 12, Del Norte Acres Subdivision, City
of El Paso, El Paso County, Texas, PID #D361-999-0120-1700

to be \$616.15, 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 October, 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 SIXTEEN AND 15/100 DOLLARS (\$616.15) 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, PADILLA ANA 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:

1907 N Boone St, more particularly described as Lot 34 Ft Of 12 To 16 Beg 72 Ft N Of Sec (4250 Sq Ft), more particularly described as Lot 35, Block 35, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0350-4300

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 3rd day of February, 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 FORTY TWO AND 00/100 DOLLARS (\$342.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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

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

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

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

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

to be \$681.50, 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 4th day of February, 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 EIGHTY ONE AND 50/100 DOLLARS (\$681.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leeser
Mayor

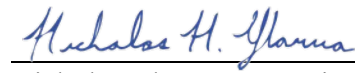
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WALKER MURPHY K & MARIANNE, 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:

2125 Enero Dr, more particularly described as Lot 19, Block 50,
Vista Del Sol #11 Subdivision, City of El Paso, El Paso County,
Texas, PID #V893-999-0500-3300

to be \$389.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of October, 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 NINE AND 00/100 DOLLARS (\$389.00) 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:

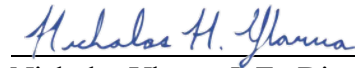
Laura D. Prine
City Clerk

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, WALKER MURPHY K & MARIANNE, 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:

2125 Enero Dr, more particularly described as Lot 19, Block 50,
Vista Del Sol #11 Subdivision, City of El Paso, El Paso County,
Texas, PID #V893-999-0500-3300

to be \$626.50, 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 4th day of January, 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 TWENTY SIX AND 50/100 DOLLARS (\$626.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
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, RETANA JOSEFINA, 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:

3302 Dungarvan Dr, more particularly described as Lot 18 (8610 Sq Ft), Block 58, Scotsdale #7 Subdivision, City of El Paso, El Paso County, Texas, PID #S237-999-0580-3500

to be \$352.00, 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 October, 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 FIFTY TWO AND 00/100 DOLLARS (\$352.00) 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 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, RETANA JOSEFINA, 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:

3302 Dungarvan Dr, more particularly described as Lot 18 (8610 Sq Ft), Block 58, Scotsdale #7 Subdivision, City of El Paso, El Paso County, Texas, PID #S237-999-0580-3500

to be \$361.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of April, 2022, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY ONE AND 50/100 DOLLARS (\$361.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor

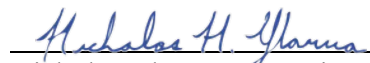
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ACOSTA JOSE L & MARGARET 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:

10229 Maxwood Dr, more particularly described as Lot 25 (7350.00 Sq Ft), Block 125, Eastwood Heights #S Subdivision, City of El Paso, El Paso County, Texas, PID #E222-999-1250-4900

to be \$506.00, 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 September, 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 SIX AND 00/100 DOLLARS (\$506.00) 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, PROCTER 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:

10420 Aphonía Dr, more particularly described as Lot 31 (8293 Sq Ft), Block 16, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0160-6100

to be \$329.27, 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 October, 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 TWENTY NINE AND 27/100 DOLLARS (\$329.27) 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:

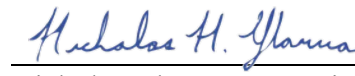
Laura D. Prine
City Clerk

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, GARCIA DOLORES B & CORRAL JESUS, 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:

1791 Alan Shepard Ln, more particularly described as Lot 19
(5831.69 Sq Ft), Block 2, East Gate #1 Subdivision, City of El Paso,
El Paso County, Texas, PID #E049-999-0020-1900

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 9th day of September, 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 THIRTY TWO AND 00/100 DOLLARS (\$332.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:

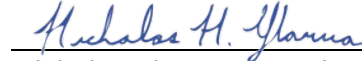
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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, GARCIA DOLORES B & CORRAL JESUS, 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:

1791 Alan Shepard Ln, more particularly described as Lot 19
(5831.69 Sq Ft), Block 2, East Gate #1 Subdivision, City of El Paso,
El Paso County, Texas, PID #E049-999-0020-1900

to be \$430.00, 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 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 THIRTY AND 00/100 DOLLARS (\$430.00) 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, GARCIA NINFAS, 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:

3445 Sunset Rose Dr, more particularly described as Lot 12
(4252.50 Sq Ft), Block 5, Loma Linda #1 (2nd Amending)
Subdivision, City of El Paso, El Paso County, Texas, PID #L478-
999-0050-1200

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 18th day of December, 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 THIRTY NINE AND 00/100 DOLLARS (\$339.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 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, GARCIA NINFAS, 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:

3445 Sunset Rose Dr, more particularly described as Lot 12
(4252.50 Sq Ft), Block 5, Loma Linda #1 (2nd Amending)
Subdivision, City of El Paso, El Paso County, Texas, PID #L478-
999-0050-1200

to be \$333.50, 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, 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 50/100 DOLLARS (\$333.50) 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

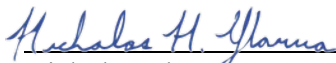
ATTEST:

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, HOWE FLORA 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:

11179 Wharf Cove Dr, more particularly described as Lot 19, Block
27, East Glen Subdivision, City of El Paso, El Paso County, Texas,
PID #E054-999-0270-3700

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 4th day of September, 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 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.

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leeser
Mayor

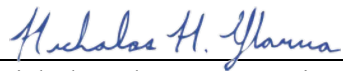
ATTEST:

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, JORDAN BENJAMIN & TASI, 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:

448 Butchofsky Pl, more particularly described as Tr 3-A (3.14 Ac)
& Tr 3-C (0.023 Ac) (3.163 Ac), Block 12, Ysleta Subdivision, City
of El Paso, El Paso County, Texas, PID #Y805-999-012A-0301

to be \$2069.00, 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, 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 TWO THOUSAND SIXTY NINE AND 00/100 DOLLARS (\$2069.00) 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:

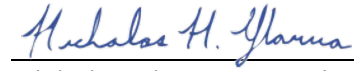
Laura D. Prine
City Clerk

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, TALAMANTES GILBERTO, 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:

8238 Loma Terrace Rd, more particularly described as W Pt Of 701
& E Pt Of 702 (7000 Sq Ft), Loma Terrace #4-C Subdivision, City
of El Paso, El Paso County, Texas, PID #L536-999-001E-2700

to be \$703.00, 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 February, 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 SEVEN HUNDRED THREE AND 00/100 DOLLARS (\$703.00) 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, BEJARANO YESSICA I & RIOS JOSE E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

313 S Zaragoza Rd, more particularly described as Lot 8-E (0.144 Ac), Block 42, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-042A-0844

to be \$714.00, 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 January, 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 SEVEN HUNDRED FOURTEEN AND 00/100 DOLLARS (\$714.00) 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

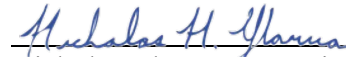
ATTEST:

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, VIGIL VICTORIA, 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:

1215 Myrtle Ave, more particularly described as Lots 23 & 24,
Block 18, Franklin Heights Subdivision, City of El Paso, El Paso
County, Texas, PID #F607-999-0180-6100

to be \$424.00, 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 15th day of December, 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 FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS (\$424.00) 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

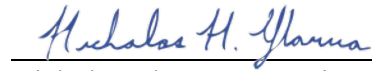
ATTEST:

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, SANICH RITA M & 2 (JTROS), 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:

4212 Wallington Dr, more particularly described as Replat 15 & E
7.5 Ft Of 14 (8795 Sq FT), Block 11, Piedmont Hills Subdivision,
City of El Paso, El Paso County, Texas, PID #P783-999-0110-4000

to be \$1024.50, 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 3rd 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 ONE THOUSAND TWENTY FOUR AND 50/100 DOLLARS (\$1024.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.


CITY OF EL PASO:

Oscar Leaser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2023,
by Oscar Leaser, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUEVARA FERNANDO & AMELIA 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:

6965 Alto Rey Ave, more particularly described as Lot 1 (8500 Sq Ft), Block 21, Coronado Terrace Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C840-999-0210-0100

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 10th 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 SIXTY EIGHT AND 00/100 DOLLARS (\$368.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2023.

CITY OF EL PASO:


Oscar Leeser
Mayor

ATTEST:

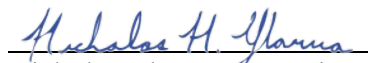
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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
December 5, 2023

Address	Owner of Record	Amount	District
4625 BOBOLINK WAY	PAYAN IDALI	\$347.50	1
4929 PANSY CT	BARRAZA RAMON I	\$312.00	1
5784 ETHEL RD	HERNANDEZ RAMON	\$408.00	1
5784 ETHEL RD	HERNANDEZ RAMON	\$723.00	1
4108 HALLMARK CT	QUEVEDO JOE G & VIRGINIA R	\$952.50	2
8845 KENNETH ST	AGRIPINO DOLORES Y	\$365.00	2
8845 KENNETH ST	AGRIPINO DOLORES Y	\$572.00	2
8925 ROBERT DR	CUTRIGHT CHARLES JR	\$616.15	2
1907 N BOONE ST	PADILLA ANA M	\$342.00	2
244 S AWBREY ST	GARCIA MARIO	\$681.50	2
2125 ENERO DR	WALKER MURPHY K & MARIANNE	\$389.00	3
2125 ENERO DR	WALKER MURPHY K & MARIANNE	\$626.50	3
3302 DUNGARVAN DR	RETANA JOSEFINA	\$352.00	3
3302 DUNGARVAN DR	RETANA JOSEFINA	\$361.50	3
10229 MAXWOOD DR	ACOSTA JOSE L & MARGARET H	\$506.00	3
10420 APHONIA DR	PROCTER SUSAN	\$329.27	4
1791 ALAN SHEPARD LN	GARCIA DOLORES B & CORRAL JESUS	\$332.00	6
1791 ALAN SHEPARD LN	GARCIA DOLORES B & CORRAL JESUS	\$430.00	6
3445 SUNSET ROSE DR	GARCIA NINFA S	\$339.00	6
3445 SUNSET ROSE DR	GARCIA NINFA S	\$333.50	6
11179 WHARF COVE DR	HOWE FLORA C	\$323.00	6
448 BUTCHOFKY PL	JORDAN BENJAMIN & TASI	\$2,069.00	7

8238 LOMA TERRACE RD	TALAMANTES GILBERTO	\$703.00	7
313 S ZARAGOZA RD	BEJARANO YESSICA I & RIOS JOSE E	\$714.00	7
1215 MYRTLE AVE	VIGIL VICTORIA	\$424.00	8
4212 WALLINGTON DR	SANICH RITA M & 2 (JTROS)	\$1,024.50	8
6965 ALTO REY AVE	GUEVARA FERNANDO & AMELIA G	\$368.00	8



Legislation Text

File #: 23-1564, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as "Architect and Engineering Services for Traffic Management Center Upgrades" and to amend the Agreement to provide additional protection over confidential technological information.

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

AGENDA DATE: December 05, 2023
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, (915) 212- 0065
DISTRICT(S) AFFECTED: Citywide
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as "ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES" and to amend the Agreement to provide additional protection over confidential technological information.

BACKGROUND / DISCUSSION:

The design consultant for the TMC Upgrades project requires sensitive information regarding the City's fiber network. This amendment to the professional services contract provides additional protection for the confidential technical information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Department of Information Technology

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

DEPARTMENT HEAD:



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

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as “ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES” and to amend the Agreement to provide additional protection over confidential technological information.

APPROVED this _____ day of _____, 2023.

THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

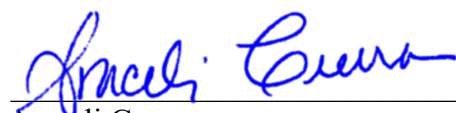
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Araceli Guerra
Managing Director of Internal Services

APPROVED AS TO CONTENT:



Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

SECOND AMENDMENT TO
AN AGREEMENT FOR
PROFESSIONAL SERVICES

This Second Amendment to that certain Agreement for Professional Services is made this ____ day of _____, 2023, by and between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (the “**Owner**”), and AECOM Technical Services, Inc., a California USA Foreign For-Profit Corporation, registered to do business in Texas (the “**Consultant**”).

WHEREAS, on May 10, 2022, the Owner entered into an Agreement for Professional Services for a Project known as “**ARCHITECT AND ENGINEERING SERVICES FOR TRAFFIC MANAGEMENT CENTER UPGRADES**” (the “**Project**”); and

WHEREAS, the Agreement may be amended under the provision of Section 7.14; and

WHEREAS, Consultant requires sensitive information about a GIS layer of the Owner’s fiber network to perform; and

WHEREAS, the parties desire to amend the Agreement to provide protection over confidential information.

NOW THEREFORE, in consideration of the mutual promises set forth in this Second Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** “Confidential Information” means internal City of El Paso electronic data, such as GIS fiber overlays and detail, provided by the Owner in writing, orally, visually, or in any other tangible or intangible form including in the form of a data file.
2. **Confidentiality Obligations and Duration.**
 - 2.1. Consultant must not share Confidential Information with an outside party nor may Consultant share Confidential Information with a party not involved with the performance of Project. Consultant must only use Confidential Information to perform the Project. Consultant must secure the Confidential Information at rest and in transit utilizing AES-256 encryption or, alternatively, conform to similar reasonable security standards. Consultant must password protect Confidential Information when technically possible.
 - 2.2. Consultant’s obligation of confidentiality will begin when amendment is signed by Owner and Consultant. Consultant’s obligation of confidentiality will continue until Confidential Information is no longer required to perform the Project. When Confidential Information is no longer required to complete the Project, Consultant must destroy the Confidential Information. If either party wishes to terminate the Project, with or without cause, Consultant must destroy Confidential Information in their possession. Notwithstanding the above, Consultant shall not be required to destroy Confidential Information required for

preservation by law, regulation, audit or corporate governance purposes, or per regulatory, judicial, or governmental order. All such retained Confidential Information shall be kept confidential by Consultant subject to and in accordance with the terms of the Agreement and all subsequent Amendments thereto.

3. **Miscellaneous.** If Consultant becomes legally required or compelled to disclose the Confidential Information, Consultant will promptly notify Owner so Owner may be given reasonable opportunity, under the circumstances, to seek a protective order or other remedy contemporaneous with Consultant's efforts to comply with such legal requirement. In the event of a compelled disclosure, Consultant will take all reasonable steps to limit the access to, and use and dissemination of, Confidential Information so compelled.
4. **Terms and Conditions.** All terms and conditions of the Agreement and all subsequent Amendments thereto, except as herein revised, shall remain in full force and effect.

(Signatures Begin on Following Page)

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

Cary Westin
Interim City Manager

APPROVED AS TO FORM:

Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez, AICP
Director of Grant Funded Programs
Capital Improvement Department

ACKNOWLEDGEMENT

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, in and for the State of Texas

My commission expires:

(Signatures Continue on Following Page)

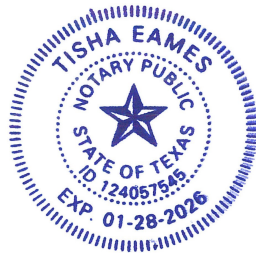
CONSULTANT:
AECOM TECHNICAL SERVICES, INC.

By: Maribel Chavez, P.E.
Maribel Chavez, Principal in Charge

ACKNOWLEDGEMENT

THE STATE OF Texas §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 07 day of November, 2023, by Maribel Chavez, P.E., Principal in Charge, on behalf of AECOM TECHNICAL SERVICES, INC.



Tisha Eames
Notary Public, in and for the State of Texas

My commission expires:

01/28/2026



City of El Paso Capital Improvement Department TMC Upgrades Amendment to AECOM Contract

December 05, 2023



Background

- The design consultant for the TMC Upgrades project requires sensitive information regarding the City's fiber network. This amendment to the professional services contract provides additional protection for the confidential technical information.



Recommendations

- That the City Manager be authorized to sign the Second Amendment to an Agreement for Professional Services between the City of El Paso and AECOM Technical Services, Inc. for a project known as “Architect and Engineering Services for Traffic Management Center Upgrades” and to amend the Agreement to provide additional protection over confidential technological information.
- No additional cost



MISSION



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

VISION



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



VALUES

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

MISIÓN



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

VISIÓN



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



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 23-1533, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the Village of Vinton, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

The Village of Vinton shall pay the City of El Paso an annual amount not to exceed Eighteen Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$18,765.00).

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

DEPARTMENT: Public Health

AGENDA DATE: 12/5/23

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502; 915-710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

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.**

A resolution that City Council authorizes the Mayor to sign the Interlocal Agreement between the City of El Paso, Texas and the Village of Vinton for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

- The Village of Vinton shall pay the City of El Paso an annual amount not to exceed Eighteen Thousand Seven Hundred Sixty-Five Dollars and 00/100 (\$18,765.00).

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 Interlocal Agreement will allow the City of El Paso to provide public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council renews the agreement annually for every Fiscal Year.

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD / Nicholas Ybarra



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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the Village of Vinton, Texas and the City of El Paso, Texas for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Village of Vinton, for which the Village of Vinton shall pay to the City of El Paso an annual amount of EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY FIVE DOLLARS AND NO/100 (\$18,765.00).

APPROVED this ____ day of _____ 2023.

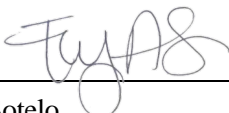
CITY OF EL PASO

ATTEST:

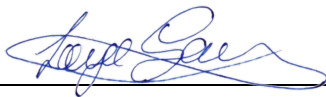
Oscar Leaser
Mayor

Laura D. Prine
City Clerk


APPROVED AS TO FORM


Evy A. Sotelo
Assistant City Attorney

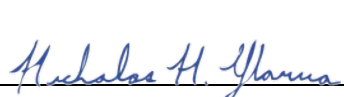
APPROVED AS TO FORM


Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT


Dr. Hector I. Ocaranza M.D., Interim Director
Department of Public Health

APPROVED AS TO CONTENT


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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the VILLAGE OF VINTON, TEXAS (“Village of Vinton”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and the Village of Vinton are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the Village of Vinton is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Village of Vinton desires to have the City of El Paso’s appointed health authority serve as the Village of Vinton’s health authority; and

WHEREAS, the Village of Vinton will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the Village of Vinton, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from the Village of Vinton certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include the Village of Vinton in public health research projects, to examine health conditions in the Village of Vinton, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Village of Vinton and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the Village of Vinton hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Village of Vinton ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the Village of Vinton to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the Village of Vinton. Services may

include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the Village of Vinton in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in the Village of Vinton in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the Village of Vinton's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the

City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the Village of Vinton hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.2.2 The City of El Paso will include the jurisdictional areas of the Village of Vinton within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a Village of Vinton-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Village of

Vinton as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the Village of Vinton that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the Village of Vinton of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

- 1.4 To the extent allowed by law, the Village of Vinton agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in the Village of Vinton pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the Village of Vinton through the Village of Vinton Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The Village of Vinton Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the Village of Vinton pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Village of Vinton officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the Village of Vinton from the website.
- 1.9 On or before July 31, 2023, the City of El Paso shall provide to the Village of Vinton an initial projection based on the City Manager's filed proposed budget of Village of Vinton's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2023. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Village of Vinton for its FY2024 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the Village of Vinton does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in the Village of Vinton, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the Village of Vinton). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the Village of Vinton, in accordance with Section 121.028(c), Texas Health and Safety Code.
4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2022, and shall terminate on the 31st day of August 2023, regardless of the date of execution of this Agreement.

- 4.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the Village of Vinton, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2022, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the Village of Vinton at the rate described in the present Agreement, and the Village of Vinton shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

- 5.1 The Village of Vinton agrees to pay the amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED SIXTY-FIVE DOLLARS AND NO/100 (\$18,765.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FOUR THOUSAND SIX HUNDRED NINETY-ONE AND 25/100 (\$4,691.25) with the first payment becoming due and payable on the 1st day of September 2022 or within 10 days after the date that the Village of Vinton signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Models attached hereto as Appendix A and Appendix B identify the total cost of services offered by the City of El Paso to the Village of Vinton pursuant to this Agreement.
- 5.2 The Parties acknowledge that the funds paid by the Village of Vinton pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the Village of Vinton. The Village of Vinton shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Village of Vinton will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of

Public Health and the Director of the Department of Environmental Services as of the signing of this Agreement, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Village of Vinton. Such fees, when set or revised by the Village of Vinton and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the Village of Vinton collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The Village of Vinton shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the Village of Vinton accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* The Village of Vinton expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of the Village of Vinton, Texas. The Village of Vinton further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the Village of Vinton of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of the Village of Vinton, Texas. The Village of Vinton shall provide certified copies of all the Village of Vinton, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinances within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public

Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the

limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to the Village of Vinton that the City of El Paso will safeguard any protected health information received or created on behalf of the Village of Vinton. Pursuant to this requirement, the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

The Village of Vinton continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of the Village of Vinton and previously possessed or maintained by the El Paso City-Village of Vinton Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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VILLAGE OF VINTON:	Village of Vinton, Texas Attn: Mayor 463 E. Vinton Road Vinton, Texas 79821
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All payments by the Village of Vinton under this Agreement are payable only out of current Village of Vinton revenues. In the event that funds relating to this Agreement do not become available, such as by Village of Vinton City Council not appropriating the funds, the Village of Vinton shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the

Village of Vinton's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Village of Vinton experience a funding unavailability related to the services described in this Agreement, the Village of Vinton shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the Village of Vinton notifies the City of El Paso that the Village of Vinton is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the Village of Vinton except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Village of Vinton are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Village of Vinton nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the
City of El Paso and the Village of Vinton.

APPROVED this _____ day of _____, 2022.

CITY OF EL PASO:

Oscar Leaser
Mayor

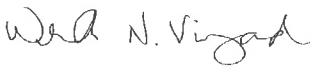
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

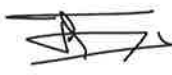


Evy Sotelo
Assistant City Attorney

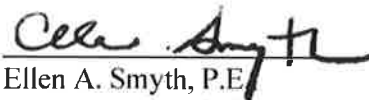


Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Hector Ocaranza, M. D.
Interim Director, Department of Public Health



Ellen A. Smyth, P.E.
Chief Transit and Field Operations Officer
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the Village of Vinton, Interlocal Agreement between the
City of El Paso and the Village of Vinton.

APPROVED this _____ day of _____, 2022.

VILLAGE OF VINTON:

Mayor

Printed Name: Rachel Quintana

APPROVED AS TO FORM:

ATTEST:

Printed Name: Andra Camillo
Village of Vinton Clerk

Printed Name: Shane A. English
Village of Vinton Attorney

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Village of Vinton ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Village of Vinton.

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.
 - e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
- 2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
 - 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
 - 4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2022, and shall terminate on August 31, 2023, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Village of Vinton
Attn: Mayor
463 E. Vinton Road
Vinton, Texas 79821

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT


Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2023.

CITY OF EL PASO


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



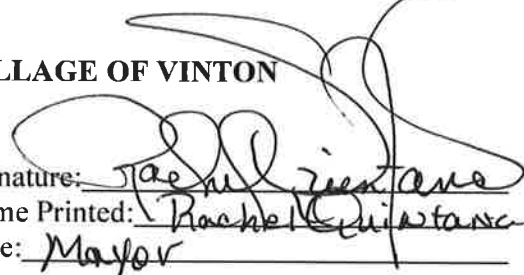
Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, M.D.
Interim Director
Department of Public Health

VILLAGE OF VINTON


Signature: _____
Name Printed: Rachel Quintana
Title: Mayor



Legislation Text

File #: 23-1541, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the City of San Elizario, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

The City of San Elizario shall pay the City of El Paso an annual amount not to exceed Ninety-Two Thousand Seventy-Four Dollars and 00/100 (\$92,074.00).

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

DEPARTMENT: Public Health

AGENDA DATE: 12/5/23

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502; 915-710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

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.**

A resolution that City Council authorizes the Mayor to sign the Interlocal Agreement between the City of El Paso, Texas and the City of San Elizario for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

- The City of San Elizario shall pay the City of El Paso an annual amount not to exceed Ninety-Two Thousand Seventy-Four Dollars and 00/100 (\$92,074.00).

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 Interlocal Agreement will allow the City of El Paso to provide public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council renews the agreement annually for every Fiscal Year.

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD / Nicholas Ybarra



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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of San Elizario, Texas and the City of El Paso, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the City of San Elizario, for which the City of San Elizario shall pay to the City of El Paso an annual amount of NINETY-TWO THOUSAND SEVENTY-FOUR DOLLARS AND NO/100 (\$92,074.00).

APPROVED this ____ day of _____ 2023.

CITY OF EL PASO

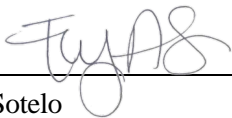
Oscar Leaser

Mayor

ATTEST:

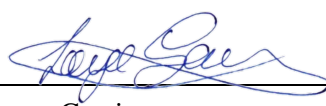
Laura D. Prine
City Clerk

APPROVED AS TO FORM



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO FORM




Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT



Dr. Hector I. Ocaranza M.D., Interim Director
Department of Public Health

APPROVED AS TO CONTENT



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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the City of San Elizario, TEXAS (“City of San Elizario”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to City of San Elizario is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, City of San Elizario desires to have the City of El Paso’s appointed health authority serve as City of San Elizario ’s health authority; and

WHEREAS, City of San Elizario will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to City of San Elizario, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from City of San Elizario certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include City of San Elizario in public health research projects, to examine health conditions in City of San Elizario, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, City of San Elizario and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and City of San Elizario hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable City of San Elizario ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of City of San Elizario to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of City of San Elizario. Services may include testing,

treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of City of San Elizario in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City will provide pediatric dental services to residents living in City of San Elizario in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to City of San Elizario's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

- 1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.
- 1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and City of San Elizario hereby accepts and agrees to the following terms and conditions:
- 1.2.1 The City of El Paso will provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.
- 1.2.2 The City of El Paso will include the jurisdictional areas of City of San Elizario within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.
- 1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of San Elizario as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a

particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to City of San Elizario that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to City of San Elizario of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

- 1.4 To the extent allowed by law, City of San Elizario agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in City of San Elizario pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of City of San Elizario through City of San Elizario Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. City of San Elizario Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to City of San Elizario pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of San Elizario officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to City of San Elizario from the website.
- 1.9 On or before July 31, 2023, the City of El Paso shall provide to City of San Elizario an initial projection based on the City Manager's filed proposed budget of City of San Elizario's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2022. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the City of San Elizario for its FY2023 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health services for which City of San Elizario does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in City of San Elizario, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of City of San Elizario). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for City of San Elizario, in accordance with Section 121.028(c), Texas Health and Safety Code.
4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2022, and shall terminate on the 31st day of August 2023, regardless of the date of execution of this Agreement.
- 4.1 In the event of a public health, such as, but not limited to, a disaster declaration of City of San Elizario, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2022, and prior to the signing of a

subsequent Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to City of San Elizario at the rate described in the present Agreement, and City of San Elizario shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

5.1 The Town of will not pay for vector services to the City of El Paso and City of San Elizario will provide vector services to outlying area of City of San Elizario at the expense of City of San Elizario. Clint agrees to pay the amount not to exceed NINETY TWO THOUSAND SEVENTY FOUR DOLLARS AND NO/100 (\$92,074.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of TWENTY THREE THOUSAND EIGHTEEN DOLLARS AND NO/100 (\$23,018.00) with the first payment becoming due and payable on the 1st day of September 2022 or within 10 days after the date that City of San Elizario signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to City of San Elizario pursuant to this Agreement.

5.2 The Parties acknowledge that by not paying for vector services the City of El Paso will not be performing work to deal to deal with an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of City of San Elizario. City of San Elizario shall provide vector services on their own accord at City of San Elizario's expense. City of San Elizario shall provide a contact person designated and disclosed to the Director of the Department of Public Health all required information in regards to public health threats, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall

receive all proceeds received from inspection and permit fees collected in the City of San Elizario. Such fees, when set or revised by City of San Elizario and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that City of San Elizario collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. City of San Elizario shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that City of San Elizario accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* City of San Elizario expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of City of San Elizario, Texas. City of San Elizario further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of City of San Elizario, Texas. City of San Elizario shall provide certified copies of all City of San Elizario, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party

reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to City of San Elizario that the City of El Paso will safeguard any protected health information received or created on behalf of City of San Elizario. Pursuant to this requirement,

the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

City of San Elizario continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of City of San Elizario and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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City of San Elizario:	City of San Elizario Attn: Mayor P.O. Box 350 Clint, Texas 79836
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All payments by City of San Elizario under this Agreement are payable only out of current City of San Elizario revenues. In the event that funds relating to this Agreement do not become available, such as by City of San Elizario City Council not appropriating the funds, City of San Elizario shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of San Elizario's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should City of San Elizario experience a funding unavailability related to the services described in this Agreement, City of San Elizario shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that City of San Elizario notifies the City of El Paso that City of San Elizario is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to City of San

Elizario except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and City of San Elizario are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor City of San Elizario nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and City of San Elizario.

APPROVED this ____ day of _____, 2022.

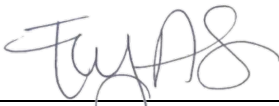
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

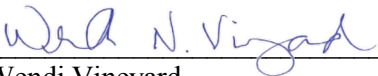


Evy A. Sotelo
Assistant City Attorney


APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Interim Director, Department of Public Health



Wendi Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit and
Field Operations Officer
Environmental Services Department

(Signatures continue on the following page)

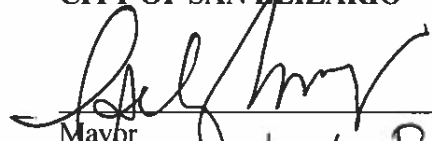
STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for City of San Elizario, Interlocal Agreement between the City of El Paso and City of San Elizario.

APPROVED this 20th day of December, 2022.

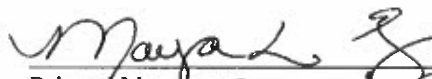
CITY OF SAN ELIZARIO




Mayor
Printed Name: Isela Reyes

ATTEST:

APPROVED AS TO FORM:



Printed Name: Maya L. Sanchez
City Clerk, City of San Elizario



Printed Name: Sylvia Borunda Firth
Attorney, City of San Elizario

APPENDIX "A" - DPH Cost Model - FY2023
Summary Results- For Direct Departments
Based on 2021 Budgeted Expenditures and
2019 US Census Population Estimates/Quick Facts

PROGRAM	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Food Safety	974,164	7,648	1,589	28,068	49,113	2,889	122,781	12,988	1,199,240
STD/HIV/Aids Clinics	429,872	3,375	701	12,386	21,672	1,275	54,180	5,731	529,192
Dental Clinic	533,119	4,185	870	15,360	26,878	1,581	67,193	7,108	656,294
Neighborhood Health Centers	97,925	769	160	2,821	4,937	290	12,342	1,306	120,550
Laboratory	700,174	5,497	1,142	20,173	35,300	2,077	88,248	9,335	861,946
Epidemiology	288,629	2,266	471	8,316	14,552	856	36,378	3,848	355,315
Health Education Programs	200,395	1,573	327	5,774	10,103	594	25,257	2,672	246,695
Immunization	221,336	1,738	361	6,377	11,159	656	27,897	2,951	272,474
TB Outreach Federal	198,901	1,562	324	5,731	10,028	590	25,069	2,652	244,856
HIV Prevention	68,887	541	112	1,985	3,473	204	8,682	918	84,803
Housing Opportunities for People With AIDS (HOPWA)	102,603	805	167	2,956	5,173	304	12,932	1,368	126,308
TB Prevention/Control State	169,616	1,332	277	4,887	8,551	503	21,378	2,261	208,805
Regional Planning (RLSS)	50,137	394	82	1,445	2,528	149	6,319	668	61,721
Title V Dental - TDH Bur of Women & Children Fees	50,825	399	83	1,464	2,562	151	6,406	678	62,568
Laboratory Response Network	82,170	645	134	2,367	4,143	244	10,357	1,096	101,155
Infectious Disease Control-Flu	1,155	9	2	33	58	3	146	15	1,422
STD/HIV	43,489	341	71	1,253	2,193	129	5,481	580	53,537
Texas Health Communities	23,102	181	38	666	1,165	69	2,912	308	28,440
HIV Surveillance DSHS	32,815	258	54	945	1,654	97	4,136	438	40,397
PHEP Bio Terrorism-Hazards	99,952	785	163	2,880	5,039	296	12,598	1,333	123,045
211 Area Information Center	63,925	502	104	1,842	3,223	190	8,057	852	78,695
BioWatch	11,551	91	19	333	582	34	1,456	154	14,220
IDCU/ Foodborne Assoc Infection	39,261	308	64	1,131	1,979	116	4,948	523	48,332
WIC Administration	493,736	3,876	805	14,226	24,892	1,464	62,229	6,583	607,812
WIC Breastfeeding	39,140	307	64	1,128	1,973	116	4,933	522	48,184
WIC Nutrition Education	119,590	939	195	3,446	6,029	355	15,073	1,594	147,220
NEW PROGRAMS									
Title X Family Planning - Expansion	344,590	2,705	562	9,928	17,373	1,022	43,431	4,594	424,205
Total Department of Public Health	5,822,255	45,708	9,497	167,751	293,535	17,269	733,820	77,624	6,747,432
Percent of Total Cost	81.23%	0.64%	0.13%	2.34%	4.10%	0.24%	10.24%	1.08%	100.00%
Population	681,728	5,352	1,112	19,642	34,370	2,022	85,923	9,089	839,238
Cost Per Capita	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.04

APPENDIX B - City of El Paso, Texas

Summary Results- For Direct Departments

Based on 2023 Preliminary Budgeted Expenditures

FY23	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 850,738	\$ 6,679	\$ -	\$ 24,512	\$ 42,891	\$ 107,225	\$ 11,342	\$ 2,523	\$ 1,045,909
Air Quality (per capita)	\$ 233,107	\$ 1,830	\$ 380	\$ 6,716	\$ 11,752	\$ 29,380	\$ 3,108	\$ 691	\$ 286,965
Grand Total	\$ 1,083,845	\$ 8,509	\$ 380	\$ 31,228	\$ 54,643	\$ 136,605	\$ 14,450	\$ 3,215	\$ 1,332,874
Percent of Total Cost	81.32%	0.64%	0.03%	2.34%	4.10%	10.25%	1.08%	0.24%	100.00%

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on December 20th, 2022, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and City of San Elizario ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information (“PHI”) and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as “HIPAA”). Covered Entity and Business Associate may be referred to herein individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means City of San Elizario.

- c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.
 - e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.
 - f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.
 - g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.
2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
 3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
 4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2022, and shall terminate on August 31, 2023, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. **Indemnification.** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: City of San Elizario
Attn: Mayor
P.O. Box 1723
San Elizario, Texas 79849

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT


Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2023.

CITY OF EL PASO


Cary Westin
Interim City Manager

APPROVED AS TO FORM:




Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, M.D.
Interim Director
Department of Public Health

CITY OF SAN ELIZARIO


Signature: _____
Name Printed: Isela Reyes
Title: Mayor

Isela Reyes
Mayor
Leticia Miranda
Alderson Place 1
David Cantu
Alderson Place 2



Lorenzo E. Leyva Sr.
Alderson Place 3
Antonio Flores
Alderson Place 4
Thomas Black
Alderson Place 5

RESOLUTION 2217R.01

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN ELIZARIO AND THE CITY OF EL PASO BY WHICH THE CITY OF EL PASO WILL PROVIDE PUBLIC HEALTH AND ENVIRONMENTAL SERVICES TO THE CITY OF SAN ELIZARIO FOR FISCAL YEAR 2022-2023

RECITALS

WHEREAS, the City of San Elizario ("City") desires to provide and to make accessible to its citizens public health and environmental services;

WHEREAS, the City of El Paso provides health and environmental services to its citizens;

WHEREAS, pursuant to an interlocal agreement, the City of El Paso will provide these same health and environmental services to the citizens of the City;

WHEREAS, Texas Government Code Chapter 791 authorizes a local government to contract or agree with another local government on the provision of services; and

WHEREAS, the City finds the execution of an interlocal cooperation agreement with the City of El Paso for the provision of health and environmental services to the citizens of San Elizario to be appropriate and in the best interest of the public.

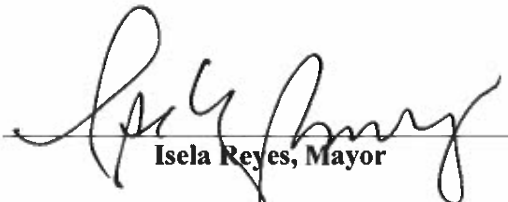
NOW, THEREFORE, BE IT RESOLVED by the City Council of San Elizario, Texas as follows:

1. The foregoing Recitals are hereby adopted as facts and incorporated fully herein.
2. The City Council of the City of San Elizario hereby approves the Interlocal Agreement attached as ***Exhibit A*** and incorporated fully herein by and between the City of El Paso and the City by which the City will provide public health and environmental services to the City ,

3. The Mayor is hereby authorized to execute the Interlocal Agreement and the HIPAA Business Associate Agreement on behalf of the City.
4. In accordance with the Interlocal Agreement, and the Texas Health and Safety Code Section 121.028(c), the City hereby appoints the City of El Paso Health Authority as the City's Health Authority during the term of the Interlocal Agreement.
5. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters regulated, herein.
6. Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.
7. This Resolution shall be effective immediately upon passage and approval.

PASSED AND APPROVED this, the 20th day December 2022, by a vote of 5 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of San Elizario, Texas.

CITY OF SAN ELIZARIO, TEXAS



Isela Reyes, Mayor

ATTEST:



Maya Sanchez, City Administrator



Legislation Text

File #: 23-1555, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso, Texas and the Town of Horizon City, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

The Town of Horizon City shall pay the City of El Paso an annual amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Sixty-Seven Dollars and 00/100 (\$174,467.00).

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

DEPARTMENT: Public Health

AGENDA DATE: 12/5/23

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502; 915-710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

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.**

A resolution that City Council authorizes the Mayor to sign the Interlocal Agreements between the City of El Paso, Texas and the Town of Horizon City for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

- The Town of Horizon City shall pay the City of El Paso an annual amount not to exceed One Hundred Seventy-Four Thousand Four Hundred Sixty-Seven Dollars and 00/100 (\$174,467.00).

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 Interlocal Agreement will allow the City of El Paso to provide public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council renews the agreement annually for every Fiscal Year.

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD / Nicholas Ybarra



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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the Town of Horizon City, Texas and the City of El Paso, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Town of Horizon City, for which the Town of Horizon City shall pay to the City of El Paso an annual amount of ONE HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY SEVENTY DOLLARS AND NO/100 (\$174,467.00).

APPROVED this ____ day of _____ 2023.


CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor

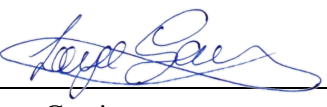
Laura D. Prine
City Clerk

APPROVED AS TO FORM




Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO FORM



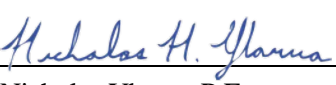
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT



Dr. Hector I. Ocaranza M.D., Interim Director
Department of Public Health

APPROVED AS TO CONTENT



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

RESOLUTION


That the Mayor be authorized to sign the Interlocal Agreement between the City of El Paso ("El Paso") and the Town of Horizon City ("Horizon") in order for El Paso to provide public health services to Horizon for FY 2023 and to serve as Horizon's health authority; and

That Horizon will pay an amount not to exceed \$174,467.00 to El Paso in quarterly installments of \$43, 616.75 each; and

That the Mayor also be authorized to sign the HIPAA Business Associate Agreement attached to the Interlocal Agreement as Appendix C.

PASSED AND APPROVED the 11th day of April, 2023.

Town of Horizon City


By: 
Ruben Mendoza, Mayor

ATTEST:

By: 
Elvia Schuller, City Clerk



APPROVED AS TO FORM:

By: 
Sylvia Borunda Firth
Assistant City Attorney

Horizon City Resolution
Interlocal with COEP Health Services

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the Town of Horizon City, TEXAS (“Town of Horizon City”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Horizon City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Town of Horizon City is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Horizon City desires to have the City of El Paso’s appointed health authority serve as Town of Horizon City’s health authority; and

WHEREAS, Town of Horizon City will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Horizon City, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Horizon City certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Horizon City in public health research projects, to examine health conditions in Town of Horizon City, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Horizon City and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Horizon City ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Horizon City to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Horizon City. Services may include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.
- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Horizon City in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in Town of Horizon City in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Horizon City's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the

City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso **will not** provide mosquito control services to Town of Horizon for vector services such as provide mosquito services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.2.2 The City of El Paso will include the jurisdictional areas of Town of Horizon City within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of

El Paso will provide services in the jurisdictional areas of the Town of Horizon City as required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Horizon City that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

- 1.4 To the extent allowed by law, Town of Horizon City agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Horizon City pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Horizon City through Town of Horizon City Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Horizon City Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Horizon City officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to Town of Horizon City from the website.
- 1.9 On or before July 31, 2023, the City of El Paso shall provide to Town of Horizon City an initial projection based on the City Manager's filed proposed budget of Town of Horizon City's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2023. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Horizon City for its FY2024 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health services for which Town of Horizon City does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Horizon City, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Horizon City). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Horizon City, in accordance with Section 121.028(c), Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2022, and shall terminate on the 31st day of August 2023, regardless of the date of execution of this Agreement.

- 4.1 In the event of a public health, such as, but not limited to, a disaster declaration of Town of Horizon City, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2022, and prior to the signing of a subsequent Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Horizon City at the rate described in the present Agreement, and Town of Horizon City shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

- 5.1 The Town of Horizon City agrees to pay the amount not to exceed ONE HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTY SEVEN DOLLARS AND NO/100 (\$174,467.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of FORTY THREE THOUSAND SIX HUNDRED SIXTEEN DOLLARS AND 75/100 (\$43,616.75) with the first payment becoming due and payable on the 1st day of September 2022 or within 10 days after the date that Town of Horizon City signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Horizon City pursuant to this Agreement.
- 5.2 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Section 5.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Horizon City. The Town of Horizon City shall name a person to serve as a point of contact to discuss these types of threats, their intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the Director of the Department of Public Health and the Director of Environmental Services as of the signing of this Agreement, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Horizon City. Such fees, when set or revised by Town of Horizon City and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Horizon City collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. Town of Horizon City shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Horizon City accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Horizon City expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Horizon City, Texas. Town of Horizon City shall provide certified copies of all Town of Horizon City, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation,

and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy

Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Horizon City that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Horizon City. Pursuant to this requirement, the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Town of Horizon City continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Horizon City and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO:	City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
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Town of Horizon City:	Town of Horizon City Attn: Mayor 14999 Darrington Road Horizon, Texas 79928
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All payments by Town of Horizon City under this Agreement are payable only out of current Town of Horizon City revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Horizon City City Council not appropriating the funds, Town of Horizon City shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Horizon City's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Horizon City experience a funding unavailability related to the services described in this Agreement, Town of Horizon City shall immediately provide written notification to the City of El Paso of such case and either party may

choose to terminate the Agreement subject to this Section 9. In the event that Town of Horizon City notifies the City of El Paso that Town of Horizon City is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Horizon City except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Horizon City are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Horizon City nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Horizon City.

APPROVED this ____ day of _____, 2023.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

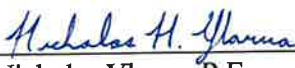
APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Interim Director, Department of Public Health



Joyce Garcia
Assistant City Attorney



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

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)


INTERLOCAL AGREEMENT

Signature page for Town of Horizon City, Interlocal Agreement between the City of El Paso and Town of Horizon City.

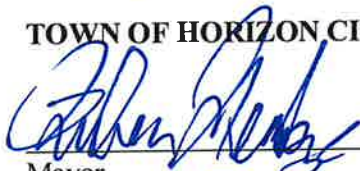
APPROVED this 11th day of April, 2023.



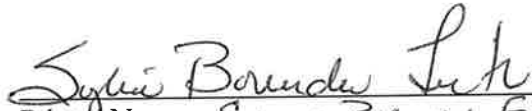
ATTEST:


Printed Name: Elvia Schuller
City Clerk, Town of Horizon City

TOWN OF HORIZON CITY


Mayor
Printed Name: Ruben Mendoza

APPROVED AS TO FORM:


Printed Name: Sylvia Borunda Firth
Attorney, Town of Horizon City

APPENDIX "A" - DPH Cost Model - FY2023
Summary Results- For Direct Departments
Based on 2021 Budgeted Expenditures and
2019 US Census Population Estimates/Quick Facts

PROGRAM	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Food Safety	974,164	7,648	1,589	28,068	49,113	2,889	122,781	12,988	1,199,240
STD/HIV/Aids Clinics	429,872	3,375	701	12,386	21,672	1,275	54,180	5,731	529,192
Dental Clinic	533,119	4,185	870	15,360	26,878	1,581	67,193	7,108	656,294
Neighborhood Health Centers	97,925	769	160	2,821	4,937	290	12,342	1,306	120,550
Laboratory	700,174	5,497	1,142	20,173	35,300	2,077	88,248	9,335	861,946
Epidemiology	288,629	2,266	471	8,316	14,552	856	36,378	3,848	355,315
Health Education Programs	200,395	1,573	327	5,774	10,103	594	25,257	2,672	246,695
Immunization	221,336	1,738	361	6,371	11,159	656	27,897	2,951	272,474
TB Outreach Federal	198,901	1,562	324	5,731	10,028	590	25,069	2,652	244,856
HIV Prevention	68,887	541	112	1,985	3,473	204	8,682	918	84,803
Housing Opportunities for People With AIDS (HOPWA)	102,603	805	167	2,956	5,173	304	12,932	1,368	126,308
TB Prevention/Control State	169,616	1,332	277	4,887	8,551	503	21,378	2,261	208,805
Regional Planning (RLSS)	50,137	394	82	1,445	2,528	149	6,319	668	61,721
Title V Dental - TDH Bur of Women & Children Fees	50,825	399	83	1,464	2,562	151	6,406	678	62,568
Laboratory Response Network	82,170	645	134	2,367	4,143	244	10,357	1,096	101,155
Infectious Disease Control-Flu	1,155	9	2	33	58	3	146	15	1,422
STD/HIV	43,489	341	71	1,253	2,193	129	5,481	580	53,537
Texas Health Communities	23,102	181	38	666	1,165	69	2,912	308	28,440
HIV Surveillance DSHS	32,815	258	54	945	1,654	97	4,136	438	40,397
PHEP Bio Terrorism-Hazards	99,952	785	163	2,880	5,039	296	12,598	1,333	123,045
211 Area Information Center	63,925	502	104	1,842	3,223	190	8,057	852	78,695
BioWatch	11,551	91	19	333	582	34	1,456	154	14,220
IDCU/ Foodborne Assoc Infection	39,261	308	64	1,131	1,979	116	4,948	523	48,332
WIC Administration	493,736	3,876	805	14,226	24,892	1,464	62,229	6,583	607,812
WIC Breastfeeding	39,140	307	64	1,128	1,973	116	4,933	522	48,184
WIC Nutrition Education	119,590	939	195	3,446	6,029	355	15,073	1,594	147,220
NEW PROGRAMS									
Title X Family Planning - Expansion	344,590	2,705	562	9,928	17,373	1,022	43,431	4,594	424,205
Total Department of Public Health	5,822,255	45,708	9,497	167,751	293,535	17,269	733,820	77,624	6,747,432
Percent of Total Cost	81.23%	0.64%	0.13%	2.34%	4.10%	0.24%	10.24%	1.08%	100.00%
Population	681,728	5,352	1,112	19,642	34,370	2,022	85,923	9,089	839,238
Cost Per Capita	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.04

City of El Paso, Texas
Summary Results- For Direct Departments
Based on 2023 Preliminary Budgeted Expenditures

FY23-EXCLUDES HORIZON	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 875,249	\$ 6,679	\$ -	\$ -	\$ 42,891	\$ 107,225	\$ 11,342	\$ 2,523	\$ 1,045,909
Air Quality (per capita)	\$ 233,107	\$ 1,830	\$ 380	\$ 6,716	\$ 11,752	\$ 29,380	\$ 3,108	\$ 691	\$ 286,965
Grand Total	\$ 1,108,356	\$ 8,509	\$ 380	\$ 6,716	\$ 54,643	\$ 136,605	\$ 14,450	\$ 3,215	\$ 1,332,874
Percent of Total Cost	83.16%	0.64%	0.03%	0.50%	4.10%	10.25%	1.08%	0.24%	100.00%

FY23-ORIGINAL	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 850,738	\$ 6,679	\$ -	\$ 24,512	\$ 42,891	\$ 107,225	\$ 11,342	\$ 2,523	\$ 1,045,909
Air Quality (per capita)	\$ 233,107	\$ 1,830	\$ 380	\$ 6,716	\$ 11,752	\$ 29,380	\$ 3,108	\$ 691	\$ 286,965
Grand Total	\$ 1,083,845	\$ 8,509	\$ 380	\$ 31,228	\$ 54,643	\$ 136,605	\$ 14,450	\$ 3,215	\$ 1,332,874
Percent of Total Cost	81.32%	0.64%	0.03%	2.34%	4.10%	10.25%	1.08%	0.24%	100.00%

Percentage of Change	-0.43%	52.06%	15.91%	359.84%	37.18%	-35.56%	195.92%	114.82%	100.00%
Previous Allocation	1,088,527	5,596	328	6,791	39,834	211,993	4,883	1,496	-
\$ Change	\$ (4,682)	\$ 2,913	\$ 52	\$ 24,437	\$ 14,810	\$ (75,389)	\$ 9,567	\$ 1,718	\$ 1,332,874

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on 4/11/23, 2022, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Town of Horizon City ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Town of Horizon City.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2022, and shall terminate on August 31, 2023, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Horizon City
Attn: Mayor
14999 Darrington Road
Horizon, Texas 79928

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

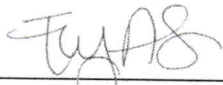
Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the _____ day of _____, 2023.

CITY OF EL PASO


Cary Westin
Interim City Manager

APPROVED AS TO FORM:



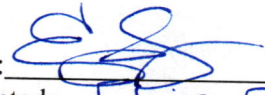
Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, M.D.
Interim Director
Department of Public Health

TOWN OF HORIZON

Signature: 
Name Printed: Elvia Schuler
Title: City clerk



Legislation Text

File #: 23-1567, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas for a period of September 1, 2021 through August 31, 2022 for the provision of public health and environmental services by the City of El Paso, for which the Town of Clint shall pay the City of El Paso an annual amount of Nine Thousand Eight Hundred Twenty-Five Dollars and 00/100 (\$9,825.00).

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

DEPARTMENT: Public Health

AGENDA DATE: 12/5/23

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502; 915-710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

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.**

A resolution that City Council authorizes the Mayor to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint for a period of September 1, 2021 through August 31, 2022 for the provision of public health and environmental services by the City of El Paso, for which the Town of Clint shall pay the City of El Paso an annual amount of Nine Thousand Eight Hundred Twenty-Five Dollars and 00/100 (\$9,825.00).

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 Interlocal Agreement will allow the City of El Paso to provide public health and environmental services to the Town of Clint, Texas

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council renews these agreements annually for every Fiscal Year

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD: Hector I. Ocaranza, MD / Nicholas Ybarra

A handwritten signature in black ink, appearing to be 'H. Ocaranza' or similar, written in a cursive style.

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

RESOLUTION

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

WHEREAS, The City of El Paso (“El Paso”) and the Town of Clint (“Clint”) are authorized to enter into interlocal agreements pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the Parties have entered into interlocal agreements in the past to provide certain public health and environmental services for the mutual advancement of health and general welfare of the citizens of both Parties; and

WHEREAS, El Paso and Clint entered into an Interlocal Agreement for the fiscal year of September 1, 2021 through August 31, 2022 but was erroneously processed by Clint and sent to El Paso; and

WHEREAS, on June 21, 2023 the Town of Clint ratified the agreement previously agreed for the fiscal year of September 1, 2021 through August 31, 2022 for the provision of public health and quality services by El Paso to Clint; and

WHEREAS, Clint agreed that it shall pay to El Paso the total amounts as stipulated in the agreement for services rendered under the agreement.

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas, for the period of September 1, 2021 through August 31, 2022, for the provision of public health and environmental services by the City of El Paso to the Town of Clint, for which the Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS AND NO/100 (\$9,825.00).

(Signatures on the following page)

APPROVED this ____ day of _____ 2023.

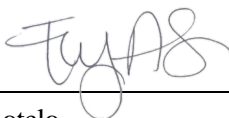
CITY OF EL PASO

ATTEST:

Oscar Leeser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM




Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO FORM




Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT



Dr. Hector I. Ocaranza M.D., Interim Director
Department of Public Health

APPROVED AS TO CONTENT



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

STATE OF TEXAS

COUNTY OF EL PASO

)
)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS ("City of El Paso") and the TOWN OF CLINT, TEXAS ("Town of Clint") by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

•
RECITALS

WHEREAS, the City of El Paso and Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has both a Department of Public Health and a Department of Environmental Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health and environmental services to the Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the Town of Clint desires to have the City of El Paso's appointed health authority serve as the Town of Clint's health authority; and

WHEREAS, the Town of Clint will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the Town of Clint, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from the Town of Clint certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include the Town of Clint in public health research projects, to examine health conditions in the Town of Clint, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the Town of Clint and the City of El Paso mutually agree as follows:

1 SCOPE OF SERVICES.

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Clint ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of the Town of Clint to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of the Town of Clint. Services may

include testing, treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

- 1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of the Town of Clint in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.
- 1.1.7 The City will provide pediatric dental services to residents living in the Town of Clint in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.
- 1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to the Town of Clint's residents at local school facilities through the City of El Paso's Health Education Program.
- 1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the

City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

12 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and the Town of Clint hereby accepts and agrees to the following terms and conditions:

121 The City of El Paso will not provide to the Town of Clint vector control services such as mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

122 The City of El Paso will include the jurisdictional areas of the Town of Clint within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

13 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Clint as

required under these grant provisions. Provided, however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health or the Director of the City of El Paso's Department of Environmental Services shall give written notice to the Town of Clint that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the Town of Clint of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement

- 1.4 To the extent allowed by law, the Town of Clint agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in the Town of Clint pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of the Town of Clint through the Town of Clint Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. The Town of Clint Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to the Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the Town of Clint from the website.
- 1.9 On or before July 31, 2022, the City of El Paso shall provide to the Town of Clint an initial projection based on the City Manager's filed proposed budget of Town of Clint's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2022. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Clint for its FY2023 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and environmental services for which the Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.

2 LOCATION OF PERFORMANCE. The place where most services are to be performed is in the Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (Jurisdictional areas of the Town of Clint). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.

3 APPOINTMENT OF HEALTH AUTHORITY. The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for the Town of Clint, in accordance with Section 121.028(c), Texas Health and Safety Code.

4 TIMES OF PERFORMANCE. The City of El Paso shall commence the provision of its services on the 1st day of September 2021, and shall terminate on the 31st day of August 2022, regardless of the date of execution of this Agreement.

- 4.1 In the event of a public health or environmental emergency, such as, but not limited to, a disaster declaration of the Town of Clint, requiring, as a result of the emergency, specific health and environmental services from the City of El Paso after August 31, 2022, and prior to the signing of a subsequent Interlocal for health and environmental services between the parties to this Agreement, the required services shall be provided by the City of El Paso to the Town of Clint at the rate described in the present Agreement, and the Town of Clint shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

- 5.1 The Town of Clint agrees to pay the amount of \$9,497.00 for public health related services rendered in accordance with this Agreement. The Cost Model attached hereto as Appendix A identifies the total cost of public health services offered by the City of El Paso to the Town of Clint pursuant to this Agreement.
- 5.2 The Town of Clint agrees to pay the amount of \$328.00 for air quality services rendered in accordance with this Agreement. The Cost Model attached hereto as Appendix B identifies the total cost of air quality services offered by the City of El Paso to the Town of Clint pursuant to this Agreement.
- 5.3 The Town of Clint will not pay for vector services to the City of El Paso and the Town of Clint will provide vector services to outlying area of the Town of Clint at the expense of the Town of Clint.
- 5.4 The Parties acknowledge that, by not paying for vector services, the City of El Paso will not be performing work to deal with an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of the Town of Clint. The Town of Clint shall provide vector services on their own accord at the Town of Clint's expense. The Town of Clint shall provide a contact person designated and disclosed to the Director of the Department of Public Health to provide all required information in regards to public health threats, as applicable.

6. PAYMENTS PURSUANT TO TIDS AGREEMENT. The Town of Clint agrees to pay the amount not to exceed \$9,825.00 for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payment shall be made in one installment in the total amount of \$9,825, with the payment due and payable within 15 days after this Agreement has been fully executed by both parties. Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Clint. Such fees, when set or revised by the Town of Clint and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that the Town of Clint collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. The Town of Clint shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that the Town of Clint accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21 % to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. LAW GOVERNING CONTRACT. The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* The Town of Clint expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of the Town of Clint, Texas. The Town of Clint further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of the Town of Clint, Texas. The Town of Clint shall provide certified copies of all the Town of Clint, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall

be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

7.2 Privileges and Immunities. All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.

7.3 Governmental Function. The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.4 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.

7.5 Intentional Risk Allocation. Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the

limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8 HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to the Town of Clint that the City of El Paso will safeguard any protected health information received or created on behalf of the Town of Clint. Pursuant to this requirement, the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

The Town of Clint continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of the Town of Clint and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. TERMINATION. This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

TOWN OF CLINT: Town of Clint
 Attn: Mayor
 P.O. Box 350
 Clint, Texas 79836

All payments by the Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, the Town of Clint shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all

services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should the Town of Clint experience a funding unavailability related to the services described in this Agreement, the Town of Clint shall immediately provide written notification to the City of El Paso of such event and either party may choose to terminate the Agreement subject to this Section 9. In the event that the Town of Clint notifies the City of El Paso that the Town of Clint is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the Town of Clint except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Clint are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement

(Signature pages follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this _____ day of _____, 2022.

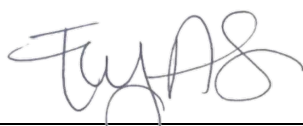
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

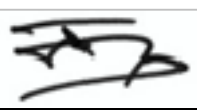
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

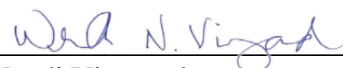


Evy A. Sotelo
Assistant City Attorney

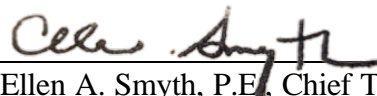
APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Interim Director, Department of Public Health



Wendi Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(Signatures continue on the following page)

RESOLUTION

TOWN OF CLINT, TEXAS

WHEREAS, the Town of Clint ("Clint") and the City of El Paso ("El Paso"), jointly the ("Parties") are authorized to enter into interlocal agreements pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the Parties have entered into interlocal agreements in the past to provide certain public health and environmental services and for the mutual advancement of health and general welfare of the citizens of the Parties; and

WHEREAS, the Town Council of the Town of Clint wishes to ratify an agreement previously agreed for the fiscal year 9/1/2021 – 8/31/2022; and

WHEREAS, the Town Council of the Town of Clint wishes to approve an agreement for the fiscal year 9/1/2022 – 8/31/2023; and

WHEREAS, the Town Council has determined that the ratification and approval of these agreements in the best interest of the citizens; and

WHEREAS, other matters related to this subject will be resolved upon publication.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF CLINT AS FOLLOWS:

Section 1. That the Mayor be authorized to sign an Interlocal Agreement between El Paso and Clint for the period of September 1, 2021, through August 31, 2022, for the provision of public health and air quality services by El Paso to the Town of Clint.

Section 2. That the Mayor be authorized to sign an Interlocal Agreement between El Paso and Clint for the period of September 1, 2022, through August 31, 2023, for the provision of public health and air quality services by El Paso to the Town of Clint.

Section 3. The Town of Clint shall pay to the City of El Paso the total amounts as stipulated in the agreements for services under the agreement.

ADOPTED AND EFFECTIVE the 21 day of June 2023.

TOWN OF CLINT



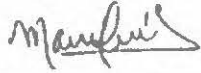
Ramon Cano
Mayor

ATTEST



Susie Rodriguez
Town Clerk

APPROVED AS TO FORM



**Sylvia Borunda Firth
Marianella Joseph
Assistant City Attorneys for Town of Clint**

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Clint, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this 31 day of June, ²⁰²³~~2022~~

TOWN OF CLINT

Ramon Caro Jr
Mayor
Printed Name: Ramon Caro Jr

ATTEST:

APPROVED AS TO FORM:

Susana Rodriguez
Printed Name: Susana Rodriguez
City Clerk, Town of Clint

Marianella Joseph
Printed Name: Marianella Joseph
Asst Attorney, Town of Clint

APPENDIX "A" - DPH Cost Model
Summary Results- For Direct Departments
Based on 2021 Budgeted Expenditures and
2019 US Census Population Estimates/Quick Facts

PROGRAM	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operations Cost
Food Safety	974,164	7,648	1,589	28,068	49,113	2,889	122,781	12,988	1,199,240
STD/HIV/Aids Clinics	429,872	3,375	701	12,386	21,672	1,275	54,180	5,731	529,192
Dental Clinic	533,119	4,185	870	15,360	26,878	1,581	67,193	7,108	656,294
Neighborhood Health Centers	97,925	769	160	2,821	4,937	290	12,342	1,306	120,550
Laboratory	700,174	5,497	1,142	20,173	35,300	2,077	88,248	9,335	861,946
Epidemiology	288,629	2,266	471	8,316	14,552	856	36,378	3,848	355,315
Health Education Programs	200,395	1,573	327	5,774	10,103	594	25,257	2,672	246,695
Immunization	221,336	1,738	361	6,377	11,159	656	27,897	2,951	272,474
TB Outreach Federal	198,901	1,562	324	5,731	10,028	590	25,069	2,652	244,856
HIV Prevention	68,887	541	112	1,985	3,473	204	8,682	918	84,803
Housing Opportunities for People With AIDS (HOPWA)	102,603	805	167	2,956	5,173	304	12,932	1,368	126,308
TB Prevention/Control State	169,616	1,332	277	4,887	8,551	503	21,378	2,261	208,805
Regional Planning (RLSS)	50,137	394	82	1,445	2,528	149	6,319	668	61,721
Title V Dental - TDH Bur of Women & Children Fees	50,825	399	83	1,464	2,562	151	6,406	678	62,568
Laboratory Response Network	82,170	645	134	2,367	4,143	244	10,357	1,096	101,155
Infectious Disease Control-Flu	1,155	9	2	33	58	3	146	15	1,422
STD/HIV	43,489	341	71	1,253	2,193	129	5,481	580	53,537
Texas Health Communities	23,102	181	38	666	1,165	69	2,912	308	28,440
HIV Surveillance DSHS	32,815	258	54	945	1,654	97	4,136	438	40,397
PHEP Bio Terrorism-Hazards	99,952	785	163	2,880	5,039	296	12,598	1,333	123,045
211 Area Information Center	63,925	502	104	1,842	3,223	190	8,057	852	78,695
BioWatch	11,551	91	19	333	582	34	1,456	154	14,220
IDCU/ Foodborne Assoc Infection	39,261	308	64	1,131	1,979	116	4,948	523	48,332
WIC Administration	493,736	3,876	805	14,226	24,892	1,464	62,229	6,583	607,812
WIC Breastfeeding	39,140	307	64	1,128	1,973	116	4,933	522	48,184
WIC Nutrition Education	119,590	939	195	3,446	6,029	355	15,073	1,594	147,220
NEW PROGRAMS									
Title X Family Planning - Expansion	344,590	2,705	562	9,928	17,373	1,022	43,431	4,594	424,205
Total Department of Public Health	5,822,255	45,708	9,497	167,751	293,535	17,269	733,820	77,624	6,747,432
Percent of Total Cost	81.23%	0.64%	0.13%	2.34%	4.10%	0.24%	10.24%	1.08%	100.00%
Population	681,728	5,352	1,112	19,642	34,370	2,022	85,923	9,089	839,236
Cost Per Capita	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.54	8.04

City of El Paso, Texas
Summary Results- For Direct Departments Based on 2022
Preliminary Budgeted Expenditures
APPENDIX "B" - ESD COST MODEL

FY22	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Vector Control	\$ 858,579	\$ 3,820	\$ -	\$ 863	\$ 28,493	\$ 178,386	\$ 1,561	\$ 781	\$ 1,072,483
Air Quality (per capita)	\$ 229,948	\$ 1,775	\$ 328	\$ 5,928	\$ 11,340	\$ 33,607	\$ 3,322	\$ 718	\$ 286,965
Grand Total	\$ 1,088,527	\$ 5,596	\$ 328	\$ 6,791	\$ 39,834	\$ 211,993	\$ 4,883	\$ 1,499	\$ 1,359,448
Percent of Total Cost	80.07%	0.41%	0.02%	0.50%	2.93%	15.59%	0.36%	0.11%	100.00%

APPENDIXC

STATE OF TEXAS)
)
COUNTY OF EL PASO) HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and CITY OF CLINT ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.
 - a. Agreement shall refer to this document.
 - b. Business Associate means CITY OF CLINT.

c BBS Privacy Regulations shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.

d Individual shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" is defined in 45 C.F.R. 164.501.

e Information shall mean any "health information" provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.102.

f Parties shall mean the CITY and BUSINESS ASSOCIATE.

g Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.

b Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)
3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref: 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)
4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY within two (2) days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

(i) 45 C.F.R. 164.502(e)(ii) and 164.308(b)(2). In accordance with 45 C.F.R. 164.502(e)(ii)(J) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.

- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. Access to Books and Records. BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(h)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(I)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the "Privacy Rule" and Subparts A and C the "Security Rule") of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PII, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2021, and shall terminate on August 31, 2022, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY's knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
- d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
- e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
- f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.

C. Remedies. If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:

- 1. Exercise any of its rights of access and inspection under Section A 7.e. of this Agreement;
- 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
- 3. Terminate this Agreement immediately.
- 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof: CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof: without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. Indemnification. BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. Regulatory References. A reference in this Agreement to a HIPM section means the section as in effect or as amended.
2. Amendment. CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA
4. Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, TX 79905

BUSINESS ASSOCIATE: City of Clint
Attn: Mayor
P.O. Box 1723
San Elizario, Texas 79849

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this _____ day of _____, 2022.

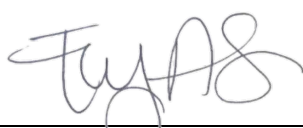
CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

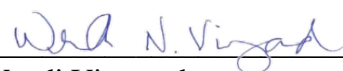


Evy A. Sotelo
Assistant City Attorney


APPROVED AS TO CONTENT:



Hector Ocaranza, M.D.
Interim Director, Department of Public Health



Wendi Vineyard
Assistant City Attorney



Ellen A. Smyth, P.E., Chief Transit and Field
Operations Officer
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

Single page for Town of Clint, Intelloil Agreement between the City of El Paso and Town of Clint.

APPROVED this 21st day of April, ²⁰²³~~2022~~


TOWN OF CLINT


Mayor
Printed Name: Ramon Caro Jr

ATTEST:

APPROVED AS TO FORM:


Printed Name: _____
City Clerk, Town of Clint


Printed Name: Mariacella Joseph
Asst Attorney, Town of Clint



Legislation Text

File #: 23-1570, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Public Health, Hector I. Ocaranza, (915) 212-6502

AGENDA LANGUAGE:

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

A Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

The Town of Clint shall pay the City of El Paso an annual amount not to exceed Nine Thousand Eight Hundred Seventy-Seven Dollars and 00/100 (\$9,877.00).

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

DEPARTMENT: Public Health

AGENDA DATE: 12/5/23

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Hector I. Ocaranza, MD, 915-212-6502; 915-710-2669

DISTRICT(S) AFFECTED: ALL DISTRICTS

STRATEGIC GOAL: #8: NURTURE AND PROMOTE A HEALTHY AND SUSTAINABLE COMMUNITY

SUBGOAL: 8.1: DELIVER PREVENTION, INTERVENTION AND MOBILIZATION SERVICES TO PROMOTE A HEALTHY, PRODUCTIVE AND SAFE COMMUNITY

SUBJECT:

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.**

A resolution that City Council authorizes the Mayor to sign the Interlocal Agreements between the City of El Paso, Texas and the Town of Clint, for a period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso.

- The Town of Clint shall pay the City of El Paso an annual amount not to exceed Nine Thousand Eight Hundred Seventy-Seven Dollars and 00/100 (\$9,877.00).

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 Interlocal agreement will allow the City of El Paso to provide public health and environmental services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

City Council renews the agreement annually for every Fiscal Year

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? _X_ YES ___ NO

PRIMARY DEPARTMENT: Public Health

SECONDARY DEPARTMENT: Environmental Services

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the Town of Clint, Texas, for the period of September 1, 2022 through August 31, 2023, for the provision of public health and environmental services by the City of El Paso to the Town of Clint, for which the Town of Clint shall pay to the City of El Paso an annual amount of NINE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS AND NO/100 (\$9,877.00).

APPROVED this ____ day of _____ 2023.

CITY OF EL PASO

Oscar Leeser

Mayor

ATTEST:

Laura D. Prine

City Clerk

APPROVED AS TO FORM



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO FORM



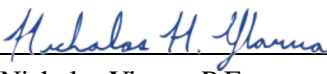
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT



Dr. Hector I. Ocaranza M.D., Interim Director
Department of Public Health

APPROVED AS TO CONTENT



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

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the Town of Clint, TEXAS (“Town of Clint”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and Town of Clint are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Public Health; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain public health services to Town of Clint is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, Town of Clint desires to have the City of El Paso’s appointed health authority serve as Town of Clint ’s health authority; and

WHEREAS, Town of Clint will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to Town of Clint, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the City of El Paso will also have access to and/or receive from Town of Clint certain information that can be used or disclosed only in accordance with this Agreement, the Texas Medical Records Privacy Act and the HHS Privacy Regulations; and

WHEREAS, the City of El Paso will include Town of Clint in public health research projects, to examine health conditions in Town of Clint, when funded by the State of Texas or the federal government and when research protocols are indicated for areas beyond the urban borders of the City of El Paso.

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, Town of Clint and the City of El Paso mutually agree as follows:

I. SCOPE OF SERVICES.

1.1 The City of El Paso shall perform the following public health related services by and through its Department of Public Health under the terms and conditions hereinafter stated, and Town of Clint hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso will issue permits and provide inspection services of food establishments at a frequency and in accordance with recommended protocols as established by the Texas Department of State Health Services (DSHS). The City will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of food borne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City will provide food handler and food manager training in accordance with the Texas Food Establishment Rules found at 25 TAC 228.

1.1.2 The City of El Paso will provide public health related complaint investigation/enforcement services as determined to be appropriate by City of El Paso staff for those conditions that violate the Texas Health and Safety Code and applicable Town of Clint ordinances.

1.1.3 The City of El Paso will provide communicable disease investigation services for the purpose of tracking communicable diseases and helping to reduce transmission in accordance with appropriate epidemiological intervention. Services will be provided in a manner and at a frequency that is consistent with standard public health practices.

1.1.4 The City of El Paso will provide immunization services to residents of Town of Clint to include but not be limited to adult, adolescent and childhood immunizations as recommended by the Texas DSHS. Appropriate and customary fees will be charged to those receiving these services.

1.1.5 The City of El Paso will provide tuberculosis and sexually transmitted disease control services to residents of Town of Clint. Services may include testing,

treatment and investigation of contacts, as appropriate. Appropriate and customary fees will be charged to those receiving these services.

1.1.6 The City of El Paso will provide Women, Infants and Children (WIC) Nutrition services to residents of Town of Clint in accordance with Texas DSHS requirements. Services may include medical health assessment, nutrition, breast-feeding promotion, social service referral, and food benefit issuances, as appropriate.

1.1.7 The City will provide pediatric dental services to residents living in Town of Clint in accordance with Texas Title V requirements and in accordance with Texas Medicaid waiver guidelines. Services may be provided in the Department of Public Health's licensed dental facility in the City of El Paso or by use of the City of El Paso's Mobile Dental clinic beyond the City limits.

1.1.8 The City of El Paso will provide informational programs including but not limited to injury prevention, asthma, diabetes, abstinence, maturation/puberty, and tobacco use prevention. These services are generally provided to Town of Clint's residents at local school facilities through the City of El Paso's Health Education Program.

1.1.9 The City of El Paso will provide Family Planning Services to qualified individuals in accordance with US Health and Human Services/Office of Population Affairs Title X, which encompasses reproductive and sexual wellness education; infertility counseling; basic wellness checks; breast exam, annual pelvic exam, Pap smear, and pregnancy testing for women; hormonal and barrier birth control methods; testing and treatment for Sexually Transmitted Infections (STIs); HIV testing and linkage to care, referral to vasectomy services for men; Pre-Exposure Prophylaxis (PrEP) HIV prevention; Hepatitis C (HCV) testing and linkage to care; referral to primary care and diagnostics; and patient navigation/social services. These clinical and social services are provided through a sliding fee scale at the City of El Paso Department of Public Health Main Campus. Services will not be denied based on the client's inability to pay.

1.1.10 The City of El Paso will provide Family Planning community health education in accordance with US Health and Humans Services/Office of Population Affairs Title X, which encompasses, but not limited to, human anatomy, reproductive health, birth control, prevention and treatment of STIs, effective communication and coercion avoidance for adults and youth. Family Planning community health education may be provided at various pre-determined safe community locations upon request.

1.2 The City of El Paso shall perform the following environmental services by and through its Department of Environmental Services under the terms and conditions hereinafter stated, and Town of Clint hereby accepts and agrees to the following terms and conditions:

1.2.1 The City of El Paso **will not** provide Vector services to **Town of Clint** for vector control services such as provide mosquito control services, including but not limited to, collecting and identifying mosquito species, larviciding, adulticiding, providing enforcement of violations that create mosquito harborage as appropriate, tracking of vector-borne disease, and educating the public regarding disease prevention strategies.

1.2.2 The City of El Paso will include the jurisdictional areas of Town of Clint within its programs and services for the purpose of the enhancement of the air quality, to include but not be limited to, routine ambient air monitoring, analysis of gasoline samples to ensure compliance with oxygen content, and investigation and enforcement of air related nuisances and other requirements as set forth by the Texas Commission on Environmental Quality and/or the United States Environmental Protection Agency as appropriate.

1.3 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the Town of Clint as required under these grant provisions. Provided, however, nothing in this Agreement

shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and, in any such instances, the Director of the City of El Paso's Department of Public Health shall give written notice to Town of Clint that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to Town of Clint of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

- 1.4 To the extent allowed by law, Town of Clint agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide public health and environmental service functions in Town of Clint pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of public health and other services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to the protection of the public health and that pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.
- 1.5 The City of El Paso agrees that it will file citations, complaints and violations occurring within the territorial limits of Town of Clint through Town of Clint Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving the City of El Paso are on the court's docket, without the necessity for the issuance of a subpoena. Town of Clint Municipal Court will provide reasonable notice of any case settings to the City of El Paso.
- 1.6 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.7 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

- 1.8 The City of El Paso agrees that it will keep accurate records of all services provided to Town of Clint pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to Town of Clint officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to Town of Clint from the website.
- 1.9 On or before July 31, 2023, the City of El Paso shall provide to Town of Clint an initial projection based on the City Manager's filed proposed budget of Town of Clint's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2023. The provision of this initial projection of potential costs will be used solely for the purposes of facilitating the budgeting process for the Town of Clint for its FY2024 budget.
- 1.10 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health services for which Town of Clint does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.
2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed is in Town of Clint, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide public health and environmental services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of Town of Clint). Certain health services involving medical testing, treatment and laboratory analysis shall be performed at City Department of Public Health locations within the City of El Paso.
3. **APPOINTMENT OF HEALTH AUTHORITY.** The Parties agree that the individual appointed to serve as health authority for the City of El Paso will serve as the health authority for Town of Clint, in accordance with Section 121.028(c), Texas Health and Safety Code.
4. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2022, and shall terminate on the 31st day of August 2023, regardless of the date of execution of this Agreement.
- 4.1 In the event of a public health, such as, but not limited to, a disaster declaration of Town of Clint, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2023, and prior to the signing of a subsequent

Interlocal for health services between the parties to this Agreement, the required services shall be provided by the City of El Paso to Town of Clint at the rate described in the present Agreement, and Town of Clint shall pay for said services at said rate within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

5. **COMPENSATION.**

- 5.1 The Town of Clint agrees to pay the amount not to exceed NINE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS AND 00/100 (\$9,877.00) for services rendered in accordance with this Agreement, excluding the services described in Section 4.1. Payments shall be made in equal quarterly installments, each in the amount of TWO THOUSAND FOUR HUNDRED SIXTY NINE DOLLARS AND 25/100 (\$2,469.25) with the first payment becoming due and payable on the 1st day of September 2022 or within 10 days after the date that Town of Clint signs this Agreement, whichever is later. The quarterly installment described in this Section 5.1 does not include the services described in Section 4.1. The Cost Model attached hereto as Appendix A and Appendix B identifies the total cost of services offered by the City of El Paso to Town of Clint pursuant to this Agreement.
- 5.2 The Town of Clint agrees to pay the amount of THREE HUNDRED EIGHTY DOLLARS AND NO/100 (\$380.00) for air quality services rendered in accordance with this Agreement.
- 5.3 The Town of Clint will not pay for the vector services to the City of El Paso and the Town of Clint will provide vector services to outlying area of the Town of Clint at the expense of the Town of Clint
- 5.3 The Parties acknowledge that by not paying for vector services the City of El Paso will not be performing work to deal to deal with an unexpected occurrence such as an outbreak, epidemic (i.e. Zika, cholera), or intervention of emerging or new diseases or public health threats (chemical or biological) in the jurisdictional areas of Town of Clint. Town of Clint shall provide vector services on their own accord at Town of Clint's expense. Town of Clint shall provide a contact person designated and

disclosed to the Director of the Department of Public Health all required information in regards to public health threats, as applicable.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In addition to the compensation provided for herein, the City of El Paso shall receive all proceeds received from inspection and permit fees collected in the Town of Clint. Such fees, when set or revised by Town of Clint and to the extent allowed by law, shall be set in the same amounts as the fees for the identical services or charges as made by the City of El Paso. All fees that Town of Clint collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within 30 days of the conclusion of the quarter. Town of Clint shall also provide the City of El Paso with a report indicating the amount of fees collected and the time period associated with such collection. In event that Town of Clint accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** The governing law for this Agreement shall be the laws of the State of Texas. The venue shall be in El Paso County, Texas.

7.1 *Authority of the City of El Paso.* Town of Clint expressly agrees that the City of El Paso shall have authority to enforce all laws and ordinances applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to those public health and environmental services covered in this agreement, within the incorporated city limits and extraterritorial jurisdiction of Town of Clint, Texas. Town of Clint shall provide certified copies of all Town of Clint, Texas Ordinances affecting public health and environmental regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Public Health and to the Director of the City of El Paso Department of Environmental Services, as applicable.

- 7.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 7.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 7.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 7.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

8. **HHS PRIVACY REGULATIONS.** The Health Insurance Portability and Accountability Act (HIPAA) *Standards for Privacy of Individually Identifiable Health Information* (Privacy Rule). See 45 CFR Part 160 and Subparts A and E of Part 164, requires that the City of El Paso offer assurances to Town of Clint that the City of El Paso will safeguard any protected health information received or created on behalf of Town of Clint. Pursuant to this requirement, the parties further agree to the terms and conditions of the standard HIPAA Business Associate Agreement set forth in Appendix C and incorporated herein as if fully set forth.

Town of Clint continues its authorization for the City of El Paso to possess and maintain any protected health information received or created on behalf of Town of Clint and previously possessed or maintained by the El Paso City-County Health and Environmental District, in accordance with the terms of the standard Business Associate Agreement set forth in Appendix C.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon sixty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas
79950-1890

Town of Clint: Town of Clint
Attn: Mayor
P.O. Box 350
Clint, Texas 79836

All payments by Town of Clint under this Agreement are payable only out of current Town of Clint revenues. In the event that funds relating to this Agreement do not become available, such as by Town of Clint City Council not appropriating the funds, Town of Clint shall have no future obligation to pay or perform any future services related herein to the City of El Paso for Town of Clint's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 5 and 6 of this Agreement. Should Town of Clint experience a funding unavailability related to the services described in this Agreement, Town of Clint shall immediately provide written notification to the City

of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that Town of Clint notifies the City of El Paso that Town of Clint is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to Town of Clint except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and Town of Clint are independent legal entities. Except to the extent required by section 437.009 of the Health and Safety Code, nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor Town of Clint nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

13. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

14. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

15. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this ____ day of _____, 2022.

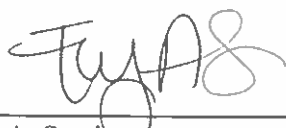
CITY OF EL PASO

 Oscar Leeser
 Mayor

ATTEST:


 Laura D. Prine
 City Clerk

APPROVED AS TO FORM:

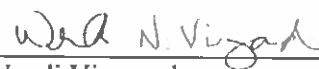


 Evy A. Sotelo
 Assistant City Attorney

APPROVED AS TO CONTENT:



 Hector Ocaranza, M.D.
 Interim Director, Department of Public Health



 Wendi Vineyard
 Assistant City Attorney



 Ellen A. Smyth, P.E., Chief Transit and Field
 Operations Officer
 Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for Town of Clint, Interlocal Agreement between the City of El Paso and Town of Clint.

APPROVED this 21 day of June, 2022-23

TOWN OF CLINT



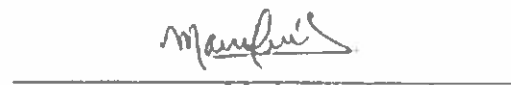
Mayor

Printed Name: Ramon Cano Jr

ATTEST:

APPROVED AS TO FORM:


 Printed Name: Susana Rodriguez
 City Clerk, Town of Clint


 Printed Name: Marianella Joseph
 Attorney, Town of Clint

APPENDIX C

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **HIPAA BUSINESS ASSOCIATE AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, by and between the CITY OF EL PASO, TEXAS ("CITY"), as the Covered Entity, and Town of Clint ("BUSINESS ASSOCIATE") by and through their duly authorized officials, in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. Section 1320d, et. seq., and regulations promulgated thereunder, as amended from time to time (statute and regulations hereafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, CITY has engaged BUSINESS ASSOCIATE to perform services or provide goods, or both;

WHEREAS, CITY possesses individually identifiable health information that is defined in and protected under HIPAA, and is permitted to use or disclose such information only in accordance with HIPAA;

WHEREAS, BUSINESS ASSOCIATE may receive such information from CITY, or create and receive such information on behalf of CITY, in order to perform certain of the services or provide certain of the goods, or both; and

WHEREAS, CITY wishes to ensure that BUSINESS ASSOCIATE will appropriately safeguard individually identifiable health information;

NOW THEREFORE, CITY and BUSINESS ASSOCIATE agree as follows:

A. HIPAA Terms

1. **Definitions.** The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (1)(h) to this Section.
 - a. **Agreement** shall refer to this document.
 - b. **Business Associate** means Town of Clint.

c. **HHS Privacy Regulations** shall mean the Code of Federal Regulations (“C.F.R.”) at Title 45, Sections 160 and 164, in effect, or as amended.

d. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined in 45 C.F.R. 164.501.

e. **Information** shall mean any “health information” provided and/or made available by the CITY to BUSINESS ASSOCIATE, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

f. **Parties** shall mean the CITY and BUSINESS ASSOCIATE.

g. **Secretary** shall mean the Secretary of the Department of Health and Human Services (“HHS”) and any other officer or employee of HHS to whom the authority involved has been delegated.

h. **Catch-all definition:** The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. **Limits on Use and Disclosure Established by Terms of Agreement.** BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by the CITY for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2)(i).)

3. **Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information.** The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from CITY for the following stated purposes: To provide public health, research, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and the CITY (ref. 45 C.F.R. 164.504(e)(2)(i); 65 Fed. Reg. 82505.)

4. **Use of Information for Management, Administrative and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).

5. **Disclosure of Information for Management, Administration and Legal Responsibilities.** BUSINESS ASSOCIATE is permitted to disclose Information received from CITY for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. **Data Aggregation Services.** BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of CITY. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. **BUSINESS ASSOCIATE OBLIGATIONS:**
 - a. **Limits on Use and Further Disclosure Established by Agreement and Law.** BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by the CITY shall not be further used or disclosed other than as permitted or required by the Agreement or as required by federal law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).
 - b. **Appropriate Safeguards.** BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
 - c. **Reports of Improper Use or Disclosure.** BUSINESS ASSOCIATE hereby agrees that it shall report to CITY **within two (2) days of discovery** any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
 - d. **Subcontractors and Agents.** BUSINESS ASSOCIATE hereby agrees that any time Information is provided or made available to any subcontractors or agents, BUSINESS ASSOCIATE must enter into a subcontract with the subcontractor or agent that contains the

same terms, conditions and restrictions on the use and disclosure of Information as contained in this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(D)).

- (i) **45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2).** In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. **Right of Access to Information.** BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. **Correction of Health Information by Individuals.** BUSINESS ASSOCIATE shall, upon receipt of notice from the CITY, amend or correct protected health information (PHI) in its possession or under its control.
- g. **Amendment and Incorporation of Amendments.** BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F)).
- h. **Provide Accounting.** BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(G)).
- i. **Access to Books and Records.** BUSINESS ASSOCIATE hereby agrees to make its internal practices, books, and records relating to

the use or disclosure of Information received from, or created or received by BUSINESS ASSOCIATE on behalf of the CITY, available to the Secretary or the Secretary's designee for purposes of determining compliance with the HHS Privacy Regulations. (ref. 45 C.F.R. 164.504(e)(2)(ii)(H)).

- j. **Return or Destruction of Information.** At the termination of this Agreement, BUSINESS ASSOCIATE hereby agrees to adhere to Section B.3. of this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(I)).
- k. **Mitigation Procedures.** BUSINESS ASSOCIATE agrees to have procedures in place for mitigating, to the maximum extent practicable, any deleterious effect from the use or disclosure of Information in a manner contrary to this Agreement or the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(f)).
- l. **Sanction Procedures.** BUSINESS ASSOCIATE agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement of the HHS Privacy Regulations. (ref. 45 C.F.R. 164.530(e)(1)).
- m. **Subpart E of 45 C.F.R. Part 164.** To the extent BUSINESS ASSOCIATE is to carry out one or more of CITY'S obligations under Subpart E of 45 C.F.R. Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to CITY in the performance of such obligation(s).
- n. **Prohibition against the Sale of Protected Health Information.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.153, and any amendments of that section.
- o. **Notice and Authorization Required for Electronic Disclosure of PHI.** The BUSINESS ASSOCIATE shall comply with the requirements of Texas Health and Safety Code Sec. 181.154, and any amendments of that section, regarding the requirement of providing notice to an Individual for whom the BUSINESS ASSOCIATE creates or receives protected health information if the Individual's PHI is subject to electronic disclosure.
- p. **State Law on Medical Records Privacy.** The BUSINESS ASSOCIATE shall abide by the requirements set forth in Texas Health and Safety Code Section 181.001 et. seq., and any amendments of that chapter.

8. **Property Rights.** The Information shall be and remain the property of the CITY. BUSINESS ASSOCIATE agrees that it acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.
9. **Modifications.** The CITY and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Parts 160 and 164, (Subparts A and E the “Privacy Rule” and Subparts A and C the “Security Rule”) of the Code of Federal Regulations.
10. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.

B. Term and Termination

1. **Term.** The Term of this Agreement shall be effective as of September 1, 2022, and shall terminate on August 31, 2023, or on the date covered entity terminates for cause as authorized in paragraph (B.2.) of this Section, whichever is sooner.
2. **Termination for Cause.** Upon the CITY’s knowledge of a material breach by BUSINESS ASSOCIATE, the CITY shall:
 - a. Provide an opportunity for BUSINESS ASSOCIATE to cure the breach or end the violation, and terminate if BUSINESS ASSOCIATE does not cure the breach or end the violation within the time specified by the CITY.
 - b. Immediately terminate the Business Associate Agreement if BUSINESS ASSOCIATE has breached a material term of this Business Associate Agreement and cure is not possible.
 - c. Notify the Secretary of HHS if termination is not possible.
3. **Obligations of Business Associate Upon Termination.** Upon termination of this Agreement for any reason, BUSINESS ASSOCIATE, with respect to protected health information received from CITY, or created, maintained, or received by BUSINESS ASSOCIATE on behalf of CITY, shall:
 - a. Retain only that protected health information which is necessary for BUSINESS ASSOCIATE to continue its proper management and administration or to carry out its legal responsibilities;

- b. Return to CITY, or, if agreed to by CITY, destroy, the remaining protected health information that the BUSINESS ASSOCIATE still maintains in any form and BUSINESS ASSOCIATE shall certify to the CITY that the Information has been destroyed;
 - c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as BUSINESS ASSOCIATE retains the protected health information;
 - d. Not use or disclose the protected health information retained by BUSINESS ASSOCIATE other than for the purposes for which such protected health information was retained and subject to the same conditions set out at Section 1.e and 1.f above, which applied prior to termination; and
 - e. Return to CITY or, if agreed to by CITY, destroy, the protected health information retained by BUSINESS ASSOCIATE when it is no longer needed by BUSINESS ASSOCIATE for its proper management and administration or to carry out its legal responsibilities.
 - f. Survival. The obligations of BUSINESS ASSOCIATE under this Section shall survive the termination of this Agreement.
- C. Remedies.** If CITY determines that BUSINESS ASSOCIATE has breached or violated a material term of this Agreement, CITY may, at its option, pursue any and all of the following remedies:
- 1. Exercise any of its rights of access and inspection under Section A.7.e. of this Agreement;
 - 2. Take any other reasonable steps that CITY, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - 3. Terminate this Agreement immediately.
 - 4. Injunction. CITY and BUSINESS ASSOCIATE agree that any violation of the provisions of this Agreement may cause irreparable harm to CITY. Accordingly, in addition to any other remedies available to CITY at law, in equity, or under this Agreement, in the event of any violation by BUSINESS ASSOCIATE of any of the provisions of this Agreement, or any explicit threat thereof, CITY shall be entitled to an injunction or other decree of

specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this Section C.4. shall survive termination of the Agreement.

5. **Indemnification.** BUSINESS ASSOCIATE shall indemnify, hold harmless and defend CITY from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the acts or omissions of BUSINESS ASSOCIATE in connection with the representations, duties and obligations of BUSINESS ASSOCIATE under this Agreement. The parties' respective rights and obligations under this Section 5 shall survive termination of the Agreement.

D. Miscellaneous

1. **Regulatory References.** A reference in this Agreement to a HIPAA section means the section as in effect or as amended.
2. **Amendment.** CITY and BUSINESS ASSOCIATE agree that amendment of this Agreement may be required to ensure that CITY and BUSINESS ASSOCIATE comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of protected health information. CITY may terminate this Agreement upon 60 days written notice in the event that BUSINESS ASSOCIATE does not promptly enter into an amendment that CITY, in its sole discretion, deems sufficient to ensure that CITY will be able to comply with such laws and regulations. This Agreement may not otherwise be amended except by written agreement between the parties and signed by duly authorized representatives of both parties.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

CITY: City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890

COPY TO: City of El Paso
 Department of Public Health
 Attention: Director
 5115 El Paso Drive
 El Paso, TX 79905

BUSINESS ASSOCIATE: Town of Clint
 Attn: Mayor
 P.O. Box 350
 Clint, Texas 79836

5. **Non-Waiver.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.
6. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
7. **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, with venue in El Paso County, Texas.
8. **Compliance with Laws.** BUSINESS ASSOCIATE agrees that its obligations pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, BUSINESS ASSOCIATE reserves the right to notify CITY in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
9. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

10. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than CITY and BUSINESS ASSOCIATE, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
11. **Entire Agreement; Counterparts.** This Agreement constitutes the entire Agreement between CITY and BUSINESS ASSOCIATE regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

(Signatures follow on next page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

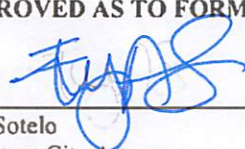
Signature Page

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of
the _____ day of _____, 2023.

CITY OF EL PASO

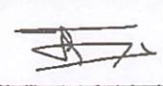
Cary Westin
Interim City Manager

APPROVED AS TO FORM:



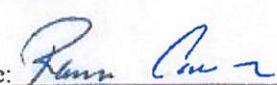
Evy Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Hector I. Ocaranza, M.D.
Interim Director
Department of Public Health

Town of Clint

Signature: 
Name Printed: Ramon Cline
Title: Mayor



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1610, 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.

John J. Bryan II to the Building and Standards Commission by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On:

Nov 29, 2023, 11:39AM MST

Submitted By: Jesus Moreno

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Consent
Date of Council Meeting	Tuesday, December 5, 2023
Name of Board	Building and Standard Commission
Agenda Posting Language	Reappointment of John J Bryan II to the Building and Standard Commission by Representative Cassandra Hernandez, District 3
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	El Paso City resident
Nominee Name	John J Bryan
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	John J Bryan
Reason for Vacancy	Term Expired
Date of Appointment	December 05, 2023
Term Begins On	November 01, 2023
Term Expires On	October 31, 2025
Term	2nd Term
Upload File(s)	John Bryan II - Resume - Building _ Standards - 3.15.22.pdf

John J. Bryan II

QUALIFICATIONS/SKILLS

- Injury free work history.
- Extensive knowledge of construction safety and building standards.
- Extensive knowledge of railroad safety and hazardous material protocols.
- Background in operations management.
- Extensive knowledge of mechanical concepts.
- Strong technical aptitude.
- Strong ability to comprehend and implement complicated plans, instructions, and diagrams.
- Skilled in many areas of computer software and hardware platforms.
- Bilingual – English/Spanish

Experience includes management of daily operations, responsible for implementation of safe work practices while increasing production and reducing accidents, lost time, and injuries. Supervise staff including training, scheduling, and employee evaluations.

CERTIFICATIONS AND TRAINING

- OSHA / MSHA Certification 2014
- Rail Security Coordinator Certification 2013
- Crisis Management 2013
- PowerPoint
- Advanced Excel 2013
- Locomotive Engineer Promotion, 2001
- Locomotive Engineer Training, BNSF Railway, 2001
- Yardmaster Apprentice Program, BNSF Railway, 1999
- Conductor Certification, 1998
- Conductor Training Program, BNSF Railway, 1998

PROFESSIONAL EXPERIENCE

Sun City Builders & Remodeling Co.

January 2015 - Present

President / Owner / Operator

Responsible for daily operations to include all aspects of company operations.
Interview and hiring of all employees.
Plan and Design new and future projects.
Review plans and specifications for all projects.
Provide estimating services and cost breakdown for new and future projects.
Material assessment and ordering.
Supervise in house crews and sub-contractors.
Perform on site visits for safety compliance and quality control.
Meet directly with residential and commercial clients.
Ensure that all projects are completed on time and under budget.
Manage financials, bookkeeping, and payroll.
Provide health and safety training.

CEMEX – WESTERN RAILROAD**Dec 2012 - January 2015****Railroad Operations Supervisor:**

Interviewing and hiring of employees. Supervise crews and ensure that job requirements are met in a safe and timely manner. Instruct crews in the safe and proper handling of materials. Coordinate with managers from other departments, dispatchers, and Union Pacific Railroad officials in order to maintain a smooth and continuous flow of traffic. Supervise the loading of 95 rail cars of different size rock and 60 rail cars of cement daily. Create a train list and a bill of lading for each outbound train. Train and certify Engineers on Locomotives and Remote Control Units. Train and certify conductors.

Safety Manager:

Responsible for all safety aspects of rail facility not limited to running of safety meetings, training employees, inspection of equipment, and maintaining a safe and healthy environment. Correct and ensure that prompt repairs are made to safety hazards. Ensure compliance with OSHA, MSHA, and FRA regulations.

Rail Security Coordinator:

Serve as the first point of contact with the Transportation Security Administration for communication of transportation security issues. Coordinate security practices with law enforcement and emergency response entities. Increase production and profits while reducing accidents and injuries.

Burlington Northern Santa Fe Railway**1998 – Dec 2012**

Locomotive Engineer: Responsible for safe handling of freight equipment as well as the overall operation and function of train. Also responsible for compliance with FRA regulations. Coordinate with ground crews in the maneuvering and guiding of the train. Experience includes both Road and Yard service.

Chairman BNSF Safety Committee: Responsible for the overall Safety and Health concerns of the San Antonio and Eagle Pass terminals. Responsible for presenting safety issues and concerns to safety supervisors and upper management. Hold safety marathons. Make suggestions to improve worker moral and general safety and well being.

Yardmaster: Supervise and direct up to 10-three men crews within a given day. Responsible for direct communication with dispatchers, trainmasters, and crews. Working under the direction of the terminal manager and superintendent. Responsible for distribution, direction, and relay of information to crews.

Road Conductor: Responsible for train cars setouts and pickups. Responsible for direct communication with the train master, dispatcher, and other immediate supervisors. Prepare and provide paper work including Hazardous Materials and Waste waybills and manifests. Responsible for assuring compliance with train handling regulations and hazardous material compliance mandated by the Federal Railroad Administration.

Yard Foreman: Responsible for reading and interpreting switch lists and organizing them in order to effectively and efficiently facilitate the switching arrangement.



El Paso, TX

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File #: 23-1593, **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.

Ricardo Bustamante to the Parks and Recreation Advisory Board by Representative Chris Canales, District 8.



Board Appointment Form

City Clerk

Submitted On:

Nov 28, 2023, 10:56AM MST

Appointing Office	Representative Chris Canales, District 8
Agenda Placement	Regular
Date of Council Meeting	Tuesday, December 5, 2023
Name of Board	Parks and Recreation Advisory Board
Agenda Posting Language	Re Appointment of Ricardo Bustamante to the Parks and Recreation Advisory Board by Representative Chris Canales, District 8.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Previous appointee, with extensive experience in the Parks and Recreation Department.
Nominee Name	Ricardo Bustamante
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?	Parks and Recreation Advisory Board
List all real estate owned in El Paso County	N/A
Previous Appointee	Ricardo Bustamante
Reason for Vacancy	Term Expired
Date of Appointment	December 05, 2023
Term Begins On	October 15, 2023
Term Expires On	October 14, 2027
Term	1st Term
Upload File(s)	Resume_Parks Advisory Board District 8_Ricardo Bustamante.1319

RICARDO BUSTAMANTE

PROFESSIONAL SUMMARY

Driven and dedicated professional with over 20 years of experience managing public service programs and operations with focus on quality assurance, maintenance, safety/emergency planning, special events and recreation. Skilled in translating government and civic regulations, policies and agendas into strategic and effective program goals and activities as well as operational procedures and systems. Consistently promote community welfare and quality of life and uphold city's service commitment through data-driven outreach and communication. Track record of driving strategic budget management to improve assets and save costs. Collaborative and strategic leader able to mentor and motivate teams toward accuracy, efficiency, and positive work culture. Proven ability to multi-task and problem-solve under stressful conditions in composed and adaptable manner. Skilled at fostering positive and productive relations with civic leaders and government officials as well as with diverse teams, entities, and populations.

Possess strong bilingual fluency in English and Spanish.

CORE COMPETENCIES:

Program & Operations Leadership | Quality Control | Event Planning | Accounting | Regulatory Compliance | Risk Prevention | Budget & Resource Management | Administration | Interpersonal & Public Communication | Vendor & Contract Management | Customer Service | Staff Management & Training | Data Management & Reporting

WORK EXPERIENCE

EL PASO DOWNTOWN MANAGEMENT DISTRICT OPERATIONS MANAGER

11/2020 – Present
El Paso, Texas

- Plan, coordinate and direct quality, safety, and maintenance activities for Downtown Management District (DMD), providing operational and programmatic oversight. Supervise, schedule and train staff to maintain cleanliness and appearance of district infrastructure for sanitation program, driving efficient and precise services. Manage maintenance and repair of public utilities and assets.
- Conduct proactive inspections to enforce project specifications, safe conditions, and proper equipment in line with government regulations. Oversee special event planning and logistics, serving as subject matter expert in safety and security requirements, permitting/vendor regulations, and emergency response plans.
- Evaluate team performance and adherence to work standards and policies, establishing ongoing improvement opportunities and plans. Promote staff development and service standards by creating and implementing standard operating procedures and personnel regulations. Maintain inclusive and high-quality team culture.
- Operate pavement management and City Accela Civic permitting software, GIS software, and MuniCode program to conduct short-term and long-term planning. Collect and analyze data on special events, community service, construction projects, operational requirements, and project outcomes. Produce written reports and presentations for board and committee meetings.
- Conduct customer service, public relations, and community outreach, serving as representative and resource for business owners, stakeholders, customers, downtown residents, and operations staff in downtown district to resolve problems and inquiries pertaining to city and district amenities.
- Facilitate community service projects in partnership with probation department and agencies focused on homelessness and quality of life issues. Liaison with government agencies and officials, business associations, non-profit organizations, and outside entities.
- Assist in budget development, estimating project costs and necessary funds for staffing, equipment, and resources. Oversee and allocate \$500K budget for business improvement district, monitoring and approving expenditures in accordance with government procurement procedures.
- Research and source cost-effective vendors, monitoring quality and efficiency of services to ensure contract compliance. Manage fleet of city vehicles, overseeing safe operation, repair, and maintenance.
- **Key Achievements:** *Enhanced safety and visual appeal of downtown environment by initiating routine maintenance and cleaning of storefronts and infrastructure assets. Set up GIS tracking software from scratch. Contributed valuable connections with city officials, enhancing the DMD's professional network. Developed core operational/HR policies from ground up, improving personnel morale, safety, and performance. Serve as Quality Assurance Manager for grant program within Environmental Protection Agency.*

WORK EXPERIENCE (Continued)

CITY OF EL PASO – PARKS & RECREATION DEPARTMENT (Continued)

08/2000 – 11/2020

RECREATION PROGRAM SUPERVISOR

El Paso, Texas

- Planned, scheduled, coordinated, and directed activities, events, and athletic leagues for recreation programs in compliance with state guidelines and grant requirements. Supervised employees, assigning and coordinating work plans, enforcing city/division regulations, and establishing collaborative and motivated work environment.
- Prepared performance evaluations to assess staff proficiency and effectiveness, developing procedures, disciplinary actions, or targeted training to correct deficiencies. Mentored staff in management, customer service and technical skills. Conducted interviews and provided hiring recommendations.
- Led safety training program and meetings with department heads and division center directors as Senior Division Safety Coordinator and knowledge resource on risk management. Conducted audits and inspections of city-wide senior centers and recreational centers, ensuring safe and regulated facilities and work practices.
- Developed grant proposals and program reports/documents to secure funding. Implemented program activities, conducting research and surveys to maintain awareness community trends and statistics and develop need-based strategies. Conducted government record-keeping to track program and participant data.
- Managed supportive and effective working relationships with diverse range of outside agencies, county organizations, departments, and employees to coordinate logistics for cooperative efforts and support external services and activities. Served as departmental representative for local, state, and national athletic organizations.
- Prepared presentations and reports on division goals and progress for meetings with recreation center directors and department heads. Conducted public engagement and outreach, providing courteous and informed customer service to resolve inquiries and issues pertaining to recreation fees, policies, and services.
- Administered and monitored program budget, approving purchasing activities and allocating resources across city-wide sites and facilities. Managed core accounting, financial reporting and administration duties including collecting program fees and managing event calendars.
- Assisted Senior Division Manager and Parks Assistant Director with special projects including city-wide health and wellness initiatives and programming, supporting communications with health agencies, educational institutions, county school district, County of El Paso, City Council Representatives Offices, and The Office of the Mayor.
- **Key Achievements:** *Achieved consistent promotions. Led procedural improvements for customer service training and staff development committees. Led resource and emergency planning for annual Winterfest event for 10 consecutive years, establishing positive reputation and receiving commendations from city officials. Spearheaded initiative to sustain lunch program as well as to procure critical supplies for senior centers during COVID-19. Recruited by Assistant Parks and Recreation Director to conduct event/site planning for Texas Recreation and Parks Society Expo 2019.*

COMMUNITY LEADERSHIP & SERVICE

Board Member, City of El Paso Parks & Recreation, 08/2022 – Present

Texas Recreation and Parks Society Member 2008 - Present

DMD Liaison, El Paso Office of Emergency Management, 11/2020 – Present

Quality Assurance Manager, DMD Brownfield Program, Environmental Protection Agency, 11/2020 – Present

Lead Logistics Parks POC/ Liaison (COVID-19 Response), Office of Emergency Operations, 03/2020 – 11/2020

Senior Division Safety Coordinator, Parks & Recreation Department, 09/2012 – 11/2020

Department Coordinator, West Texas Community Supervision Program, DMD & Parks & Recreation, 09/2010 – 11/2020

Lead Event and Safety Officer, Annual Celebration of Lights Parade, 07/2009 – 12/2019

EDUCATION / CERTIFICATION

Bachelor of Organizational and Corporate Communication, University of Texas at El Paso

Associate of Applied Science, El Paso Community College



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File #: 23-1595, **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.

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

AGENDA LANGUAGE:

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

Brian Kanof to the Veteran's Affairs Advisory Committee by Representative Brian Kennedy, District 1.



Board Appointment Form

City Clerk

Submitted On:

Nov 28, 2023, 12:23PM MST

Appointing Office	Representative Brian Kennedy, District 1
Agenda Placement	Consent
Date of Council Meeting	Tuesday, December 5, 2023
Name of Board	Veterans Affairs Advisory Committee
Agenda Posting Language	Reappointment of Brian Kanof to the Veteran's Affairs Advisory Committee by Representative Brian Kennedy, District1.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Major Brian Kanof (ret.) attended the majority of the VAAC meetings this past term and was an active participant.
Nominee Name	Brian Kanof
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 8
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	Brian Kanof
Reason for Vacancy	Term Expired
Date of Appointment	December 05, 2023
Term Begins On	September 08, 2023
Term Expires On	September 07, 2027
Term	1st Term
Upload File(s)	12.5.2023 Brian Kanof Bio.pdf

Major Brian N. Kanof (ret.) is a career Photojournalist. He has a BA (UTEP) and an MA (Ball State) in Journalism and has taught Photography, Photojournalism, Video, Advertising and Public Relations at several colleges and universities. In 1985 he established Brian Kanof Photography [REDACTED] and expanded into Commercial, Architectural and Aerial Photography.

He learned his photography from Mauro Cotta, one of the original 1960's La Dolce Vita Paparazzi, in Rome. Cotta instilled his work ethic and photo philosophy in Kanof: "The camera does not know the difference. Only you know. When the telephone rings, the answer is always yes. If you don't know, study and learn."

Kanof is a member of PAPA (Professional Aerial Photographers Assn. International); He was the Official Photographer of the Sun Bowl Association, Parade, football game and events for 48 years, and was been inducted into the El Paso Athletic Hall of Fame (Photojournalist) in 2015. He also has over 30 album/CD covers to his credit. He owns two photography businesses; Brian Kanof Photography (Briankanofphoto.com) and Aerial Photos El Paso (Aerialphotoselpaso.com).

Major Brian N. Kanof is a retired Army Officer and Disabled Veteran (12 years total, active duty and reserve). He spent his last seven years in the Army Reserve as a Green Beret and is active in numerous Veterans organizations including The Special Forces Assn., Jewish War Veterans, UTEP ROTC Alumni Committee, and currently serves as a Trustee in the El Paso Chapter of the 82nd Airborne Assn. as well as being a VAAC member.



El Paso, TX

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Legislation Text

File #: 23-1609, **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.

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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.

Isaac Rodriguez to the Capital Improvements Advisory Committee by Representative Cassandra Hernandez, District 3.



Board Appointment Form

City Clerk

Submitted On:

Nov 29, 2023, 11:39AM MST

Submitted By: Jesus Moreno

Appointing Office	Representative Cassandra Hernandez, District 3
Agenda Placement	Consent
Date of Council Meeting	Tuesday, December 5, 2023
Name of Board	Capital Improvements Advisory Committee
Agenda Posting Language	Appointment of Isaac Rodriguez to the Capital Improvements Advisory Committee by Representative Cassandra Hernandez, District 3
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Isaac Rodriguez has over 14 years of civil engineering related experience.
Nominee Name	Isaac Rodriguez
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?	Zoning Board of Adjustments
List all real estate owned in El Paso County	[REDACTED]
Previous Appointee	Manuel Moreno
Reason for Vacancy	Term Expired
Date of Appointment	December 05, 2023
Term Begins On	October 29, 2023
Term Expires On	October 31, 2025
Term	1st Term
Upload File(s)	Updated Resume Isaac Rodriguez.pdf

ISAAC RODRIGUEZ, P.E.

ROLE: Partner | Project Manager

TITLE: Professional Engineer
State of Texas No. 143538



EDUCATION: BS - Civil Engineering
University of Texas at El Paso

PAST EXPERIENCE:

Professional Engineer

Over 18 years of civil engineering related experience to include commercial and residential grading and drainage design, residential subdivision design, water distribution system design, hydraulic modeling of storm water systems and wastewater collection systems, design of pumps, and pipe design for water, wastewater and storm water systems. His water, wastewater and storm water experience has included the planning, preliminary, and final design, and construction management of water wells, water distribution, wastewater conveyance, reverse osmosis, pumping and storage, water treatment, wastewater treatment, water wells, wastewater treatment facilities. Experience in conveyance systems has included the planning, design, start-up, and construction management of gravity wastewater systems and water pipelines.

H₂O Terra utilizes his background in civil engineering and experience in storm water, water and wastewater treatment to assist in the design and hydraulic modeling of various projects. Mr. Rodriguez has designed numerous subdivisions that provide water, wastewater and adequate storm drainage to nearly 1,500 single family lots throughout the County of El Paso. Mr. Rodriguez has extensive experience in dealing with and designing per local, state, federal and regulatory agencies such as the U.S. Army Corps of Engineers (USACE), Texas Department of Transportation (TxDOT), Texas Commission on Environmental Quality (TCEQ), City of El Paso, Paseo Del Este MUD, (PDEMUD), and the County of El Paso. He has developed numerous engineering drawings and technical reports in accordance with project requirements to obtain permits in accordance with the pertinent regulatory agency.

PROFESSIONAL ACTIVITIES

American Society of Civil Engineers,
National Society of Professional Engineers , Local TSPE Chapter President 2021-2022
Water Environment Federation
American Water Works Association



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File #: 23-1594, **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.

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

AGENDA LANGUAGE:

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

Ileene Mendoza to the Animal Shelter Advisory Committee by Representative Brian Kennedy, District 1.



Board Appointment Form

City Clerk

Submitted On:

Nov 28, 2023, 11:55AM MST

Appointing Office	Representative Brian Kennedy, District 1
Agenda Placement	Consent
Date of Council Meeting	Tuesday, December 5, 2023
Name of Board	Animal Shelter Advisory Committee
Agenda Posting Language	Appointment of Ileene Mendoza to the Animal Shelter Advisory Committee by Representative Brian Kennedy, District 1.
Appointment Type	Regular
List the nominee's qualifications to serve on this Board	Ms. Mendoza is the Founder & Board President of Rescue Runners, Inc. - a local non-profit program initiated in El Paso, TX, to recruit volunteers to help run and walk shelter dogs. The shelter environment is a very stressful place, so getting the dogs out for some fun & exercise provides enrichment and allows for improvement in social skills. The outing also allows the dogs an opportunity to showcase their personality outside of the kennel, which can help promote fostering & adoptions. Ms. Mendoza has been volunteering in the shelter environment since 2012, currently registered at El Paso Animal Services. She also is a foster for West Texas Tails Rescue.
Nominee Name	Ileene Mendoza
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 7
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	Regina Wagner
Reason for Vacancy	Term Expired

Date of Appointment	December 05, 2023
Term Begins On	June 26, 2023
Term Expires On	June 22, 2027
Term	1st Term
Upload File(s)	Ileene Mendoza Bio (Animal Advisory.docx

Ileene Mendoza

Bio

I am a lifelong El Pasoan, a graduate from Bel Air High School, and have my Bachelor's degree in Business. I am currently a Property Manager at River Oaks Properties, and previously held management positions at UPS & Vista Markets. I am a dog mom to 3 sweet pups, Sebastian, Matty, and Layla. My husband and I are also fosters for West Texas Tails Rescue.

I have been volunteering in animal welfare since 2012, and started the Rescue Runners program in 2014 as a way to help shelter dogs cope with the stresses of living in the kennel environment. In 2022, Rescue Runner volunteers ran more than 5,000 dogs at El Paso Animal Services & we held two semi-annual Muttathon events where the city came together to run every dog at the shelter in one day. In 2023, the program became a registered nonprofit organization, and I serve as Board President.

Working to improve the welfare of animals is my life's passion, and I feel grateful to be able to serve in this capacity.



El Paso, TX

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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. [POSTPONED FROM 11-21-2023]

**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)



CITY OF EL PASO

City of El Paso – Entertainment Districts

El Paso Police Department – Commander Steven Lopez
House Parties, Entertainment Districts, and Bar Initiatives
Strategic Goal 2.0 - Set the Standard for a Safe & Secure City

Challenges

- **Crimes Against Persons**
- **Property Crimes**
- **Disorderly Conduct**
- **Traffic & Pedestrian Safety**
- **Nuisance / Noise Disturbances**
- **Business Non-Compliance**
- **Parking Issues**
- **House Parties Involving Juveniles**

Data Driven Approach to Crime & Traffic

Year to Date October 31, 2023

190 Crimes Against Persons

Assault Calls: 178

Aggravated Robbery Calls: 12

1,852 Officer Initiated Calls for Service

Area, business, subject, and vehicle checks: 768

Community assist and citizen flag-downs: 74

Traffic stops: 1,004

Other: 6

819 Disturbance Calls for Service

Fights with and without weapons: 121

Shots fired: 52

Subject disturbing: 398

Noise disturbance: 115

Trespass: 86

Other: 47

200 Cincinnati Ave

1100 Airway Blvd

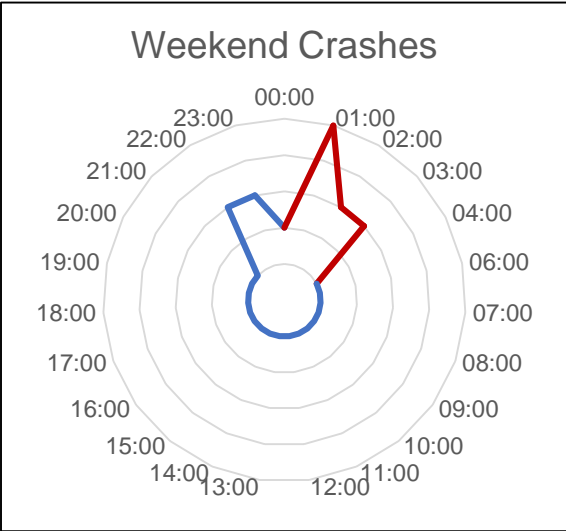
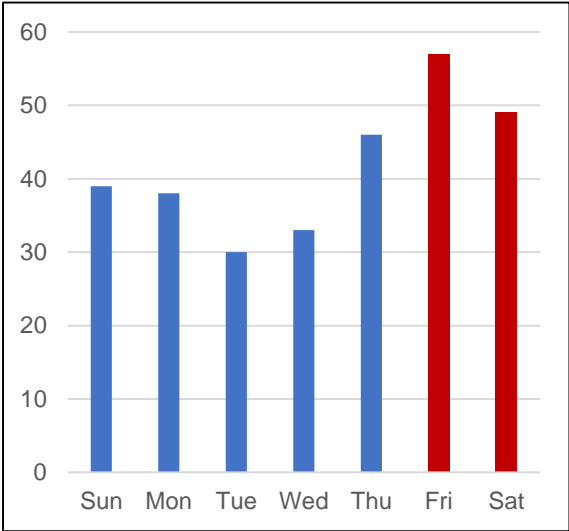
1400 N. Zaragoza

These 3 specific entertainment areas have produced a total of 2,861 Dispatched & Officer Initiated Calls for service

Of the 2,861 calls for service, 462 involved

- Weapons
- Shots Fired
- Subject Disturbance Calls

Entertainment Districts-Crashes/DWI Arrests YTD Oct. 31, 2023



Crash report during this time period within the identified entertainment districts

A majority of the crashes occur between Friday and Saturday night

Of these Friday and Saturday crashes, a majority occur between 1:00am and 3:00am

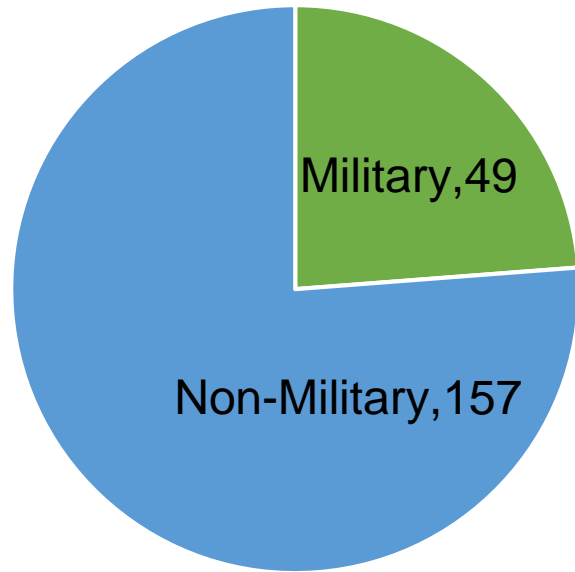
During this same reporting period, a total of 94 Driving While Intoxicated arrests were made.

A majority of the arrests occur between Friday night and Sunday morning

Of these arrests, a majority take place between 10:00pm and 3:00am

Active Duty Military Involvements

YTD Sep. 1, 2023



206 crimes against persons occurred within the three identified entertainment districts.

Active Duty Military Personnel were involved in 49 incidents, accounting for 24% of the total

Press Release- Fort Bliss Soldiers were arrested for a deadly shooting. Both allegedly opened fire with handguns on a crowd after a fight shortly after midnight. This incident occurred in the parking lot of Airway Plaza

Press Release- A 19-year-old fort bliss soldier, was arrested Tuesday night for a deadly shooting that took place at a shopping center in northeast El Paso on Sunday.

Law Enforcement & Community Partners

“Stakeholder Engagements”

- **County Nuisance Abatement Team**
- **Texas Alcohol & Beverage Commission**
- **Texas Department of Public Safety**
- **El Paso Fire Department**
- **El Paso Code Enforcement**
- **El Paso Planning & Inspections**
- **El Paso Health Department**
- **Area Law Enforcement Agencies**
- **Business Owners & Associations**
- **Landlords**
- **Neighborhood Associations**
- **Local School Districts**
- **The University of Texas at El Paso**

Non – Compliance & Violations

YTD Oct,31,2023

- The El Paso Police Department hosts quarterly meetings with all stakeholders in order to address, provide solutions, and adhere to our Strategic Goal 2.0 - This collaborative effort has been a continued success.

County Attorney's Nuisance Abatement Team (NAT)

MISSION: To protect and improve the overall quality of life in our community by using civil litigation to combat habitual criminal activity occurring on properties, and to hold business and property owners accountable.

HOW: By filing injunctive lawsuits against businesses, owners, landlords, and properties, and/or by asking for landlords to take responsive action against tenants.

RESULT AS TO BARS FOR 2023: Criminal activity abated at 7 locations.

ACCOMPLISHED WITH:

- Collaboration with the El Paso Police Department and other law enforcement agencies
- Cooperative action from Landlords
- Presentations/education to stakeholders
- Lawsuits, or the possibility of being named in a lawsuit

Social Host Ordinance

Social Host Ordinance - It is the goal of the El Paso Police Department to promote the effects of underage drinking at bars, house parties, or outdoor areas where alcohol is served to, consumed by, or purchased by underage persons.

Either directly or indirectly, we all feel the effects of the aggressive behavior, property damage, injuries, violence, and deaths that can result from underage drinking. This is not simply a problem for some families—it is a citywide concern

The department continues to work with all stakeholders to include short-term companies such as Airbnb.



The infographic features the Airbnb logo at the top. Below it is a circular illustration with a green background, showing various houses and trees. The text 'Trust and Safety' is prominently displayed in green. Below this, a paragraph states: 'Airbnb has thrived because it is built on trust. We earn and keep that trust by focusing on building a platform that allows millions of strangers to trust one another, and that promotes the safety and peace of mind of our Host and guest community and for the local neighborhoods they call home.'

Trust and Safety

Airbnb has thrived because it is built on trust. We earn and keep that trust by focusing on building a platform that allows millions of strangers to trust one another, and that promotes the safety and peace of mind of our Host and guest community and for the local neighborhoods they call home.

Promoting community and neighborhood safety

Airbnb's initiatives and programs include:

- A global ban on disruptive and unauthorized parties and on nuisance "party houses"—and enforcing suspensions or bans for those who violate these policies
- 24/7 Neighborhood Support Line so neighbors can communicate directly with Airbnb
- Ground rules for Hosts and guests that help make clear our expectation to treat each other and neighborhoods with respect—and consequences for violations
- Reservation screening technology designed to reduce the risk of disruptive and unauthorized parties—and amplified anti-party measures in certain jurisdictions at certain times of year that may present a higher risk for parties
- Mandatory identity verification for booking guests and primary Hosts getting booked on Airbnb
- Fraud and scam prevention efforts, including secure payments through our platform, specialized fraud prevention agents and 24/7 support teams
- Criminal background checks in the United States

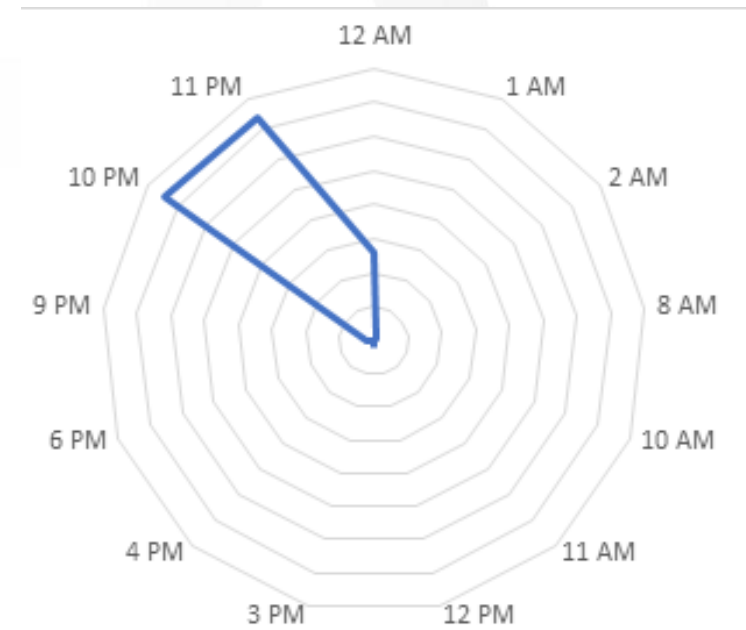
Examples on how Underage drinking party escalate immediately to deadly conduct and the loss of life

1. 12300 Tierra Inca – 6 minors shot, loss of 2 lives (14 & 19 years old)
2. 10900 Gary Player – 2 minors shot in the chest
3. 5800 Sixta – 3 minors shot, one in the face
4. 4500 Swan – 6 minors located with gunshot wounds

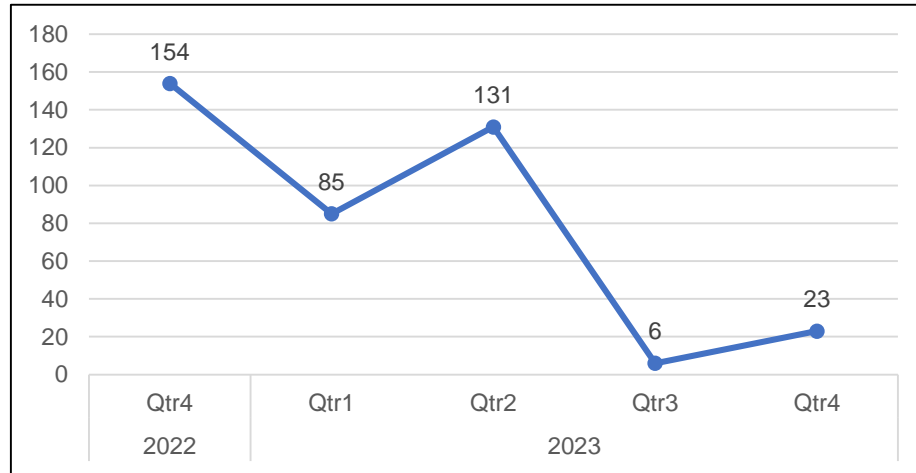
Noise Ordinance – Enforcement Citywide YTD Oct. 31, 2023

The current Noise Ordinance and Sound Amplification Violation is > 70 Decibels.

- Code Enforcement working alongside our police officers have taken a proactive stance to conduct continuous decibel readings citywide
- YTD, a total of **1793** readings have been conducted citywide
- A total of **375** Notices of Violations have been issued by our Code Enforcement Team



Citywide Parking Initiative- YTD Oct,31,2023



- El Paso Police Department took a pro-active approach to parking violations citywide. A multi-tiered plan was introduced to address illegal parking complaints while enhancing the quality of life for the affected residents.
- Officers verified the residential no-parking zones, and areas that have been granted residential parking permits. Officers continue to enforce these parking zones on a regular basis, citywide.
- Due to continued police presence and enforcement efforts, there has been a considerable decline in illegal and non residential parking in the identified areas of concern.



Pro-Active Initiatives

Entertainment Districts

- An average of 28 officers are scheduled to work mandatory overtime in the Entertainment Districts to address calls for service, crime, traffic, and parking issues that occur in and around Entertainment Districts throughout the City of El Paso.
- To meet current demands for police resources, citywide, the EPPD continues to draft officers on mandatory overtime in order to address calls for service.
- On-duty personnel continue with the departments Directed Patrol Initiative. Officers patrol the identified districts in an effort to display presence, while deterring crime, and seeking compliance. Ft. Bliss military personnel provide “courtesy patrols” that work in unison with the EPPD to address incidents directly related to active duty military personnel.
- Weekly, joint Entertainment District operations with our stakeholders. The EPPD continues to work with the recently hired consultation firm, Reasonable Hospitality Institute, RHI. This pathway is a city led initiative that involves RHI, the EPPD, and City of El Paso. Mission – To identify and label entertainment districts with an emphasis on the quality of life for all El Pasoans.
- A strong alliance with TABC, and the El Paso County Nuisance Abatement Team. This collaborative effort has resulted in the legislative sanctions and fines issued to “problematic” businesses citywide.

Pro-Active Initiatives continued

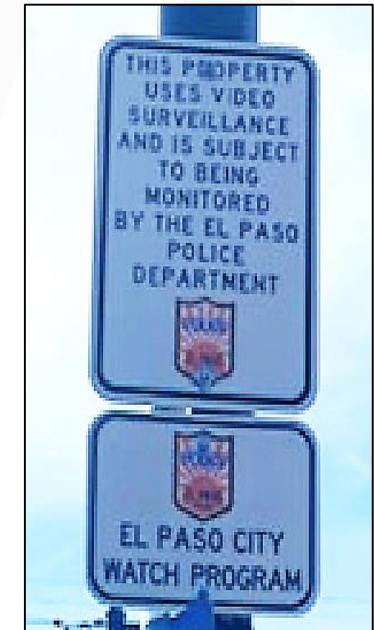
The El Paso Police Department is in phase II of a plan to install additional cameras, citywide, based upon our City Watch Program.

- EPPD has partnered with local landlords and business owners to ensure strategic placement
- Currently in the final stages of planning for installation.
- Signage will be strategically placed.
- These cameras will help the departments incident response, and investigations while deterring overall crime. Cameras are monitored by our Fusion Center Officers.



The El Paso Police Department continues a “Light Up the Night” initiative. The installation of additional lighting in strategic locations within our entertainment districts:

- The EPPD is working with several city departments, and the EP Electric Company
- Lighting will help enhance visibility while deterring crime.
- County Nuisance Abatement Team continues to assist the EPPD by having identified businesses in the area keep outdoor lighting on till 2:30AM – 3:00AM. This facilitates the officers efforts to disperse crowds after the businesses close.



Pro-Active Initiatives continued

Stakeholder Meetings & Presentations.

- Presentations are conducted periodically to stakeholders, community members, residents, local schools, and Ft. Bliss active duty military personnel. Community Services Officer attend monthly civic meetings in order to present current events to our residents while answering questions and concerns related to crime and traffic.
- Quarterly meetings with Fort Bliss Executive Staff for continued support for military involved incidents to include Courtesy Patrols while maintaining a liaison, direct communication, between Ft. Bliss and the EPPD.
- Most importantly, the EPPD remains pro-active with underage drinking, narcotic use, weapon violations, and house parties involving minors. Many of these house parties are announced within the entertainment districts via social media, word of mouth, and/or party flyers. The EPPD also works closely with Airbnb in an effort to identify potential underage drinking parties citywide.
- All information, in reference to underage drinking parties, house parties, , is forwarded to the affected regional command center. Resources are dedicated to investigate and address the information received.

Closing:

The El Paso Police Department continues in it's mission to work towards achieving the mandates as listed in Strategic Goal 2.0 – Set the Standard for a Safe & Secure City.

2.1 – Maintain standing as one of the nation's top safest cities

2.2 – Strengthen community involvement in resident safety

2.4 – Improve motorist safety & traffic management solutions

By working closely with our stakeholders; the community, city leadership, educators, youth based organizations, and business owners, the EPPD will continue to strengthen the lines of communication while creating a robust network dedicated to public safety.

Community and Business Based Policing is the key to our success. By promoting accountability at all levels, and by establishing a strong foundation of transparency, interaction, and collaboration with our community as a whole.

MISSION



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

VISION



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



VALUES

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

MISIÓN



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

VISIÓN



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



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1608, **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

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action that the City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed \$2,700.00, for holiday meals and celebrations at Memorial Senior Center, Wellington Chew Senior Center, Grandview Senior Center, Hilos de Plata Senior Center, and San Juan Senior Center serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: December 5, 2023

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life Through Recreational, Cultural & 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 authorize the expenditure of District 2 discretionary funds, in an amount not to exceed \$2,700.00, for holiday meals and celebrations at Memorial Senior Center, Wellington Chew Senior Center, Grandview Senior Center, Hilos de Plata Senior Center, and San Juan Senior Center serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement.

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?

N/A

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

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

That the City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed \$2,700.00, for holiday meals and celebrations at Memorial Senior Center, Wellington Chew Senior Center, Grandview Senior Center, Hilos de Plata Senior Center, and San Juan Senior Center serves the municipal purpose of enhancing the quality of life of the citizens of El Paso through entertainment to citizens in El Paso, and by fostering community pride and encouraging civic engagement; and

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

APPROVED this _____ day of December, 2023.

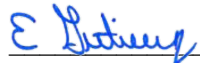
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney



Legislation Text

File #: 23-1568, 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

Economic and International Development, Mirella Craigo, (915) 212-1617

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.

Presentation and discussion on the Buy El Paso Rewards Program, providing an overview and update on the program, including the program's purpose, highlighting its benefits, and guiding the community on how to actively participate in the program to support our vibrant local small business community.

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

AGENDA DATE: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craig, (915) 212-1617
Elizabeth Triggs, (915) 212-0094

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Presentation and discussion on the Buy El Paso Rewards Program, providing an overview and update on the program, including the program's purpose, highlighting its benefits, and guiding the community on how to actively participate in the program to support our vibrant local small business community.

BACKGROUND / DISCUSSION:

As the holiday season approaches, the Economic & International Development Department is pleased to share an update on the Buy El Paso Rewards Program, a vital initiative by the El Paso City Council to bolster our local small businesses. Recognizing the significance of this festive time for our small business community, the active participation of El Paso residents in this rewards program holds the potential to significantly boost the success of our local entrepreneurs.

Launched on October 11, 2023, the Buy El Paso Rewards Program has already demonstrated success, securing the engagement of 70 local small businesses. This Council-approved initiative, funded by the American Rescue Plan and administered by the Better Business Bureau, aims to fortify our local business ecosystem.

As we step into the holiday season, our primary focus is to amplify the program's impact. Through this update and sustained marketing efforts, our objective is to foster increased participation from both businesses and the community. The overarching goal is to attract new customers for our local small businesses, providing crucial support not just during the festive season but also for their sustained success in the future.

PRIOR COUNCIL ACTION:

On January 31, 2023, the El Paso City Council approved a sub-recipient agreement with the Better Business Bureau for the administration of three programs, including the Buy El Paso Rewards Program. The agreement is funded by the American Rescue Plan – Coronavirus State and Local Fiscal Recovery Fund in the amount of \$1,435,522.24 and in effect through the end of calendar year 2026.

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)

Revised 04/09/2021



CITY OF EL PASO

BUY EL PASO REWARDS PROGRAM

Economic & International Development –
Small Business Team

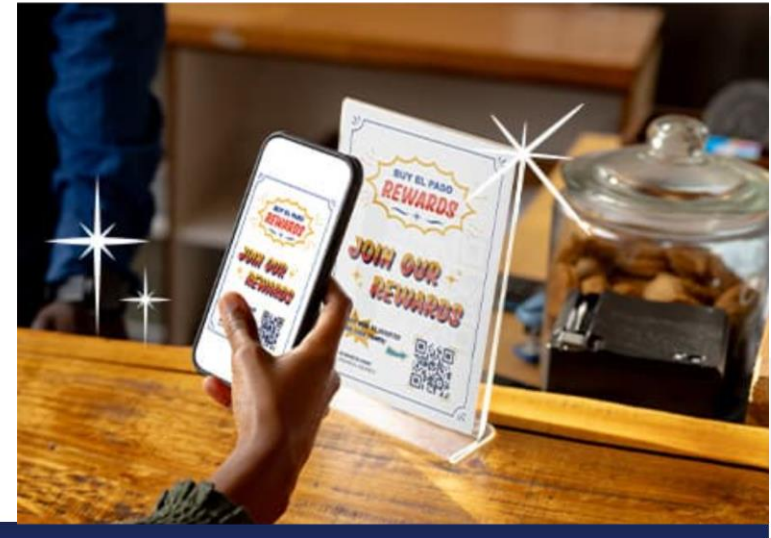
Boosting Local Prosperity

- ❑ Strive to boost engagement from businesses and the community, ensuring lasting success beyond the festive season
- ❑ Buy El Paso Rewards Program, launched on October 11, 2023, showcasing success with 70 local small businesses
- ❑ An initiative to bolster local small businesses

Rewards Are Here!



BUY ✨
El Paso



Buy El Paso Day



Key Features And Benefits

BUSINESS DIRECTORY

78% of consumers
prefer brands with
loyalty programs

1

Builds a loyal
customer base

2

Rewarded for
shopping local

3

Consumers become
brand ambassadors

4

Two-Fold Objective

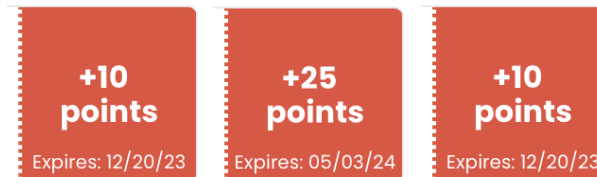


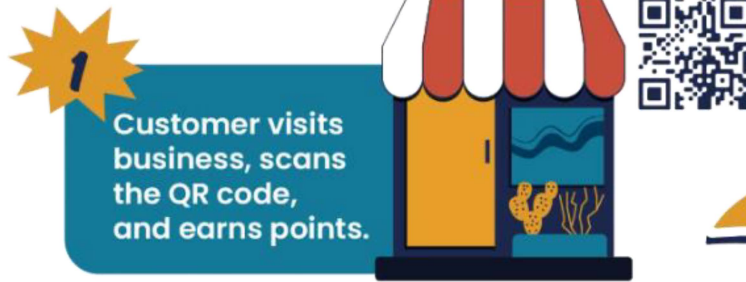
Boost Customer Loyalty:

- ☐ Increase repeat business and enhance customer satisfaction to foster lasting relationships between local businesses and their customers, retaining customers.

Collect and analyze customer data to:

- ☐ Leverage business performance and retain customers through collecting and analyzing customer data to provide valuable insights for informed business, policy, and programming decision-making.





Join Buy El Paso Rewards Today!



Participate in the Buy El Paso Rewards Program



SCAN QR CODE



REFER A BUSINESS

Visit
[EPBusinessStrong.org/
business-rewards](https://EPBusinessStrong.org/business-rewards)
for more information



SPREAD THE WORD



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 #: 23-1597, **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

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.

Presentation and discussion on the sale process for 19 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W. Overland Ave. to the north, S. Santa Fe St. to the east, E. Paisano Dr. to the south, and Alley B to the west.

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

AGENDA DATE: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, (915) 212 - 0094

DISTRICT(S) AFFECTED: District 8

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

SUBJECT:

Presentation and discussion on the sale process for 19 City-owned properties located in the Union Plaza area of Downtown El Paso, bounded by W Overland Ave to the north, S Santa Fe St to the east, E Paisano Dr to the south, and Alley B to the west.

BACKGROUND / DISCUSSION:

The purpose of this item is to provide an update on the directive issued by the El Paso City Council on October 10, 2023. During that session, the Council unanimously voted to authorize the Interim City Manager to initiate the process of soliciting and evaluating letters of interest from potential buyers for the acquisition of 19 City-owned properties situated in the Union Plaza area of Downtown El Paso.

The specified geographical boundaries for these properties are defined as follows: W Overland Ave to the north, S Santa Fe St to the east, E Paisano Dr to the south, and Alley B to the west.

The primary objective of this communication is to apprise the City Council of the progress made since the October 10th directive and to present a structured plan for the solicitation and evaluation of letters of interest from potential buyers. The proposed process encompasses the following key components:

1. **Solicitation Process:** Outline the proposed approach to solicit letters of interest from interested buyers.
2. **Advertising Strategy:** Detail the advertising strategy to maximize outreach and attract a diverse pool of potential buyers.
3. **Timeline:** Present a timeline detailing the anticipated milestones and deadlines for selecting buyer(s) for the subject properties and subsequently entering into contracts of sale.

This update aims to ensure transparency and provide an update on October 10th directive.

PRIOR COUNCIL ACTION:

On October 10, 2023, City Council directed the Interim City Manager to initiate the process off soliciting and evaluating letters of interest from potential buyers for the acquisition of 19 City-owned properties situated in the Union Plaza area of Downtown El Paso.

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)



City-Owned Properties in Union Plaza Disposition Strategy

December 5, 2023

Council Motion

On October 10, 2023, City Council unanimously directed the Interim City Manager 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.



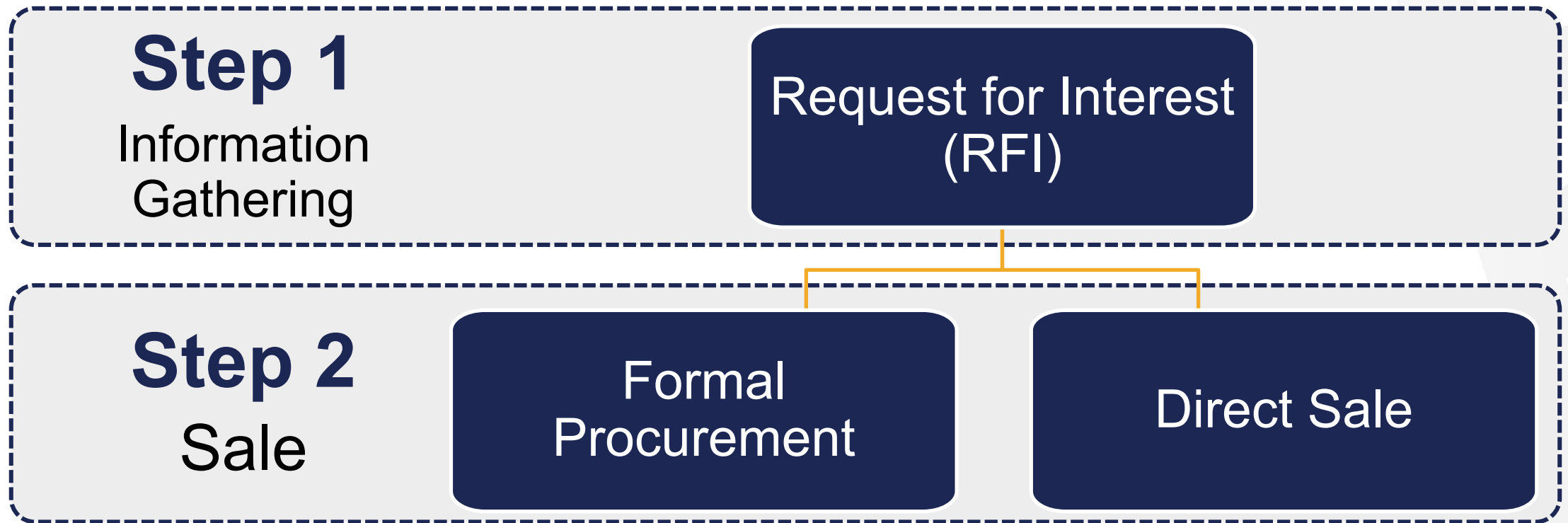
Location Map

Properties in purple are privately owned

Only the 19 City-owned properties in green will be included in land sale(s)

Two Step Process:

RFI to Procurement or Direct Sale



Request for Interest

Data Gathering

Purpose	Benefit	Process	Limits for Use	Using the Info
<ul style="list-style-type: none">• A way for the City to gather real-time insights from industry experts and community stakeholders	<ul style="list-style-type: none">• Helps the City understand what's possible (industry standards, best practices, costs and innovative ideas)	<ul style="list-style-type: none">• Request is posted online, advertised and shared with industry experts and organizations, and community stakeholders	<ul style="list-style-type: none">• Not an award; industry experts and community stakeholders choose if they want to share insights	<ul style="list-style-type: none">• Insights gathered can be used to inform specifications for an RFP or a contract of sale(s)

Benchmarking

Tulsa, OK

Evans-Fintube

- 9-acres of municipally-owned property
- Goal to redevelop property into a destination, mixed-use project that represents community desires and needs with the goal of creating community wealth-building opportunities



Benchmarking San Francisco, CA

Downtown Adaptive Reuse

- Targets projects that would convert underutilized commercial space into housing and other new uses
- Identify projects where the City could help accelerate or enhance building conversions through regulatory modifications, financial incentives, or other means



Benchmarking

Phoenix, AZ

Warehouse District

- Targeted development area as part of the City's Adaptive Reuse Program
- Aims to revitalize existing buildings to preserve history, contribute to economic vitality by promoting small business, and create more vibrant neighborhoods



Project Goals

Vision

“The district should be viewed as an asset to the community, a place where children can play and learn, friends can share a meal, local businesses can incubate, and out-of-towners can marvel at El Paso.”

- Breathe new life into downtown
- Understand the history of the area and reflect that story
- Draw people from all different walks of life
- Prioritize community wellbeing and connection
- Provide pedestrian and bicycle access along with green spaces
- Support local businesses, family events, and day-to-night activity

Project Goals

Adaptive Reuse

- Preserve historic building facades and unique interior spaces
- Enhance the public realm
- Generate new housing units, including affordable units
- Activate ground floor spaces with neighborhood-serving retail, entertainment, or cultural uses
- Attract new sectors that diversify the downtown economy such as education, art, research, and technology

RFI Process

Information Requested

- Project location
- Describe the relevant experience of the project sponsor or team
- Provide a narrative that explains the project concept
 - Vision
 - Development program
- Estimated project schedule
- Feasibility and financial information

RFI Process

Reference Documents

For context, relevant excerpts of the following documents will be shared as part of the RFI:

- Uptown & Downtown & Surrounding Neighborhoods Plan
- Union Plaza Design Standards (as revised)
- Union Plaza Property Conditions Assessment
- Genssler Multipurpose Center Feasibility and Programming Study

RFI Process

Advertisement

- Dedicated landing page to collect submittals
- Leverage network to generate interest and increase information
 - Real estate brokers
 - Neighborhood and community stakeholders
 - Development-oriented media (i.e. online magazines and listservs)

RFI Process

End Goal

Recommend next step in disposition of properties:

- Procurement; or
- Direct Sale(s)

Next Steps

December 5th

- Public Presentation

January 2024

- Release of RFI
- Pre-Submittal Admin

February-March 2024

- Submission of Responses

Spring 2024

- Review of responses
- Recommendation to Council

MISSION



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VISION



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VALUES

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



Legislation Text

File #: 23-1565, **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 1

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

Planning and Inspections, JC Naranjo, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of City right-of-way located on the property described as Portion of Tract 18-A, Block 4, Upper Valley. City of El Paso, El Paso County, Texas.

Subject Property: 5000 Country Club Place.

Applicant: El Paso Country Club, SURW23-00002

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

AGENDA DATE: December 5, 2023
PUBLIC HEARING DATE: December 12, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
JC Naranjo, (915) 212-1604

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 vacating a portion of City right-of-way located on the property described as portion of Tract 18-A, Block 4, Upper Valley, City of El Paso, El Paso County, Texas.

Subject Property: 5000 Country Club Place.
Applicant: El Paso Country Club, SURW23-00002

BACKGROUND / DISCUSSION:

El Paso Country Club is requesting to vacate a portion of Meadowlark Dr. in order to address existing El Paso Country Club Tennis Courts encroaching into the right-of-way. The City Plan Commission recommended 5-0 to approve the proposed vacation requested on February 23, 2023. As of November 20, 2023, The Planning Division has not received any communication in support of or opposition to the vacation request. The applicant has provided funds in the amount of \$3,369.18, the amount of the appraised market value of the right-of-way (R.O.W.) being vacated See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

HEAD: Philip Etiwe **DEPARTMENT**

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER PORTION OF TRACT 18-A, BLOCK 4, UPPER VALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion Tract 18-A, Block 4, Upper Valley, City of El Paso, El Paso County, Texas.

WHEREAS, after public hearing the City Plan Commission recommended that a portion of Tract 18-A, Block 4, Upper Valley, City of El Paso, El Paso County, Texas. should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as portion of Tract 18-A, Block 4, Upper Valley, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the Interim City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to El Paso Country Club.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

(Quitclaim Deed on the following page)

ORDINANCE NO. _____

HQ -23-710 | 491361 | P&I
Meadowlark ROW Vacation
RTA

SURW23-00002

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO } **QUITCLAIM DEED**

That in consideration of the receipt by the **CITY OF EL PASO** of Ten Dollars (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto El Paso Country Club (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF TRACT 18-A, BLOCK 4, UPPER VALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 2023.

CITY OF EL PASO

ATTEST:

Cary Westin, Interim City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

(Acknowledgement on following page)

ACKNOWLEDGMENT

[illegible]

This instrument is acknowledged before me on this ____ day of _____, 2023,
by Cary Westin, as Interim City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILING RETURN TO:
EL PASO COUNTRY CLUB
5000 COUNTRY CLUB ROAD
El Paso, Texas 79912

ORDINANCE NO. _____
 HQ -23-710 | 491361 | P&I
 Meadowlark ROW Vacation
 RTA

SURW23-00002

METES AND BOUNDS

PROPERTY DESCRIPTION: The parcel of land herein being described is a portion of MEADOWLARK DRIVE RIGHT OF WAY, City of El Paso, El Paso County, Texas and is being more specifically described by metes and bounds as follows:

Commencing at a found Rail Road Spike lying on the intersection of Country Club Place (50.00 feet Public Right-Of-Way) and Camino Real Avenue (50.00 feet Public Right-Of-Way); Thence, South 89°53'00" West, along centerline of Camino Real Avenue, a distance of 415.56 feet to a point, THENCE, South 00°07'00" East, leaving said centerline, a distance of 25.00 feet to a point lying on the southerly Right-Of-Way line of Camino Real Avenue for a boundary corner being the "TRUE POINT OF BEGINNING" of this metes and bounds description.

THENCE, 39.31 feet along said arc of a curve to the left, with a radius of 25.00 feet, an interior angle of 90°05'00", and a chord which bears South 44°55'30" West, a distance of 35.38 feet to a boundary corner;

THENCE, South 00°12'00" East, a distance of 354.96 feet to a point for a boundary corner;

THENCE, South 26°23'00" West, a distance of 55.90 feet to a point for a boundary corner lying on the easterly Right-Of-Way line of Meadowlark Drive (50.00 feet Public Right-Of-Way);

THENCE, North 00°12'00" West, along said Right-Of-Way line, distance of 404.99 feet to a point for a boundary corner;

THENCE, 39.31 feet along said arc of a curve to the right, with a radius of 25.00 feet, an interior angle of 90°05'00", and a chord which bears North 44°55'30" East, a distance of 35.38 feet to a boundary corner lying on the southerly Right-Of-Way line of Camino Real Avenue (50.00 feet Public Right-Of-Way);

THENCE, North 89°53'00" East, along said Right-Of-Way line, a distance of 25.02 feet back to the "TRUE POINT OF BEGINNING" of this description.

Said parcel of land containing 10,131.49 Sq. Ft. (0.2326 Acres) of land, more or less.

LEGEND


TIE LINE	—————	SIGN	○
BOUNDARY LINE	—————	IRON PIN FOUND	⊙
WATER VALVE	⊙	CITY MONUMENT	⊙
FIRE HYDRANT	⊙	LIGHT POST	⊙

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Rea. 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 AUGUST 23, 2023

METES AND BOUNDS



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457


SLI ENGINEERING, INC.

EL PASO COUNTRY CLUB, INC.
RIGHT-OF-WAY VACATED
5000 COUNTRY CLUB PL

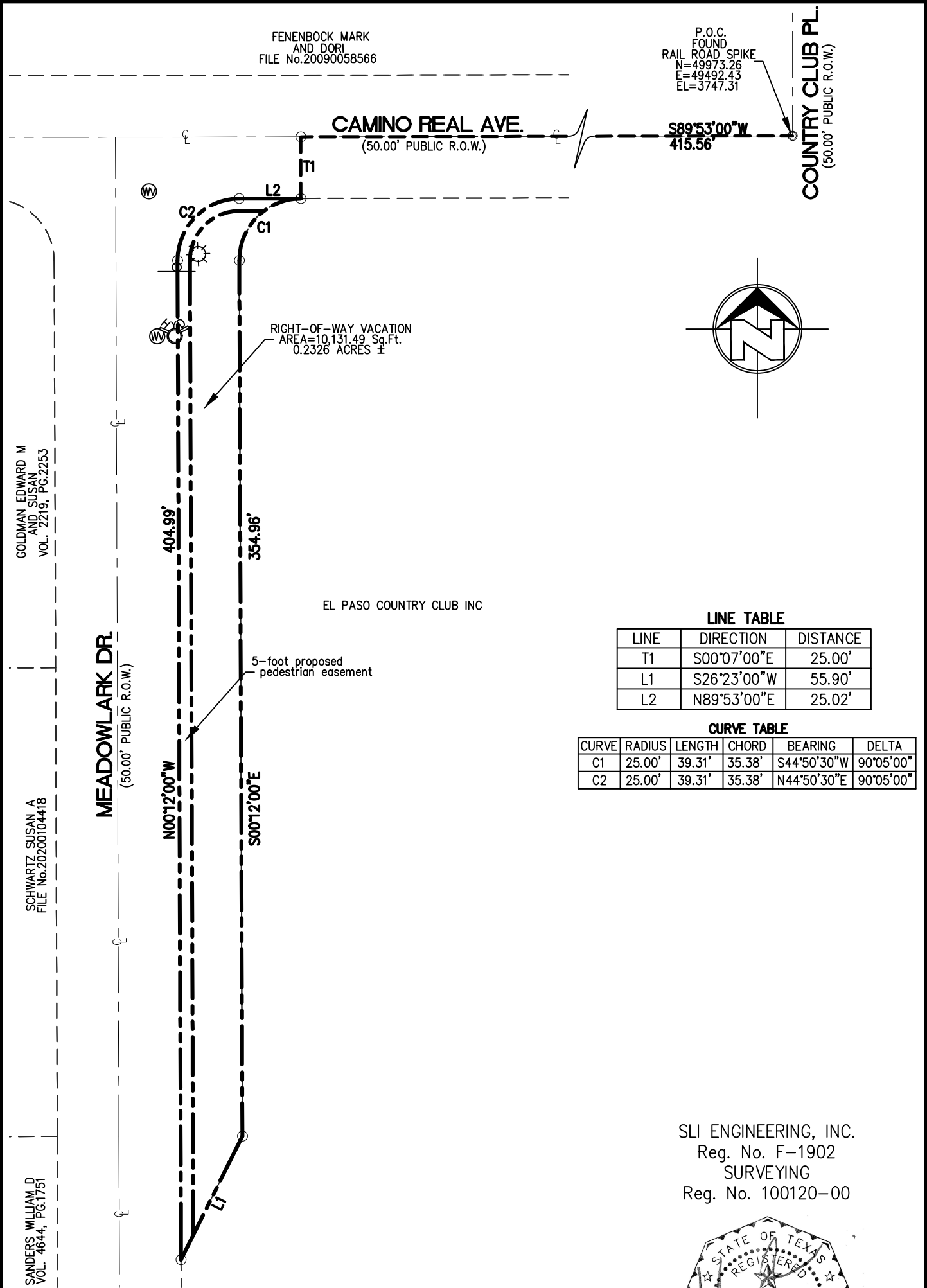
LEGAL DESCRIPTION
PORTION OF MEADOWLARK DRIVE
RIGHT OF WAY
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

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.


GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 08-01-2023

JOB #: 09-21-4736
DRAWN BY: CV CK BY: GH/ET
DATE: 08/23/2023 SCALE: —



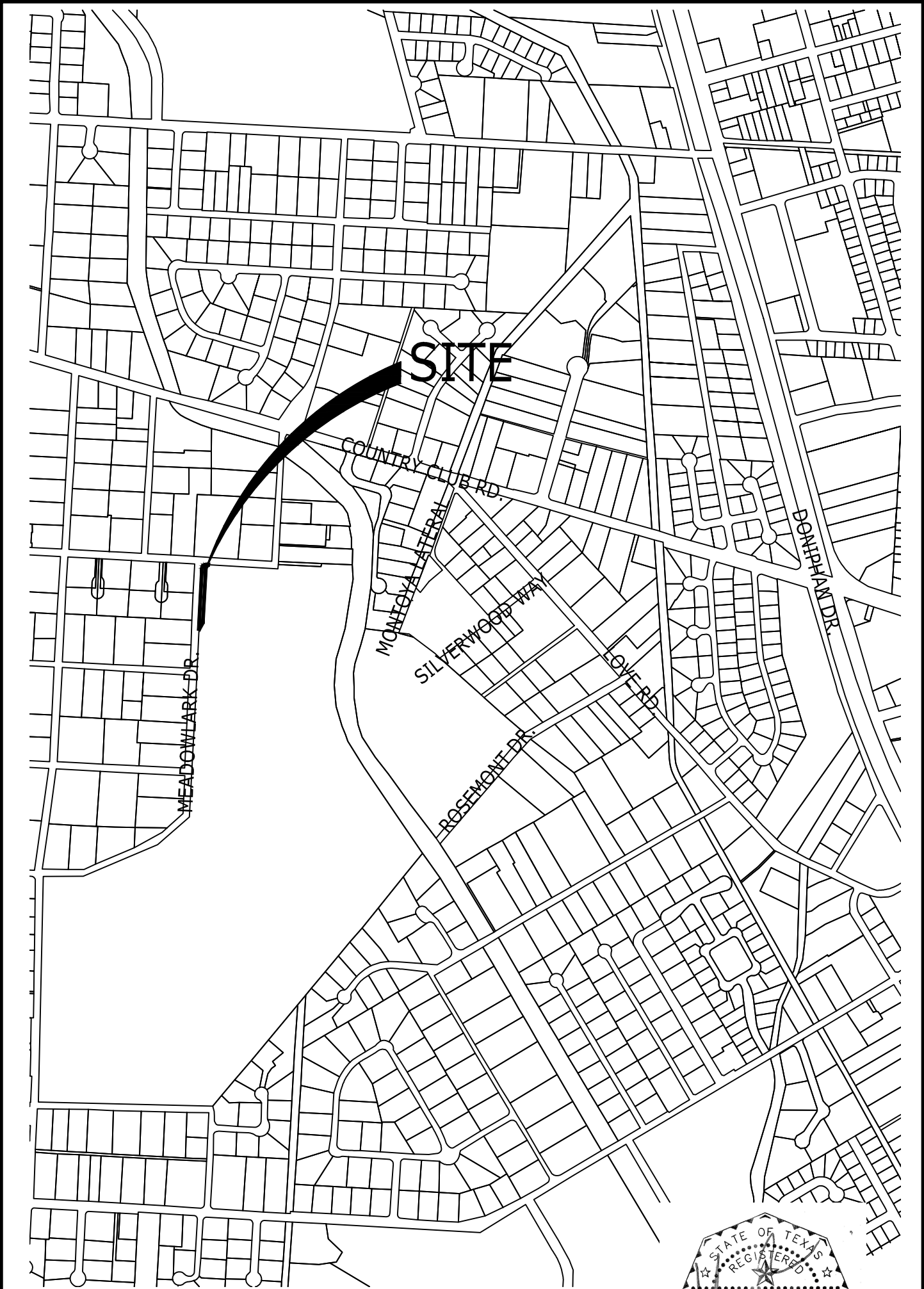
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SLI
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457
SLI ENGINEERING, INC.

JOB #: 09-21-4736
DRAWN BY: CV CK BY: GH/ET
DATE: 08/23/2023 SCALE: 1"=50'


EL PASO COUNTRY CLUB, INC.
RIGHT-OF-WAY VACATED
5000 COUNTRY CLUB PL
LEGAL DESCRIPTION
PORTION OF MEADOWLARK DRIVE
RIGHT OF WAY
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
PLAT REFERENCE
VOLUME x PAGE xx

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.
GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
DATE: 08-01-2023



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LOCATION MAP



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 09-21-4736
DRAWN BY: CV CK BY: GH/ET
DATE: 08/23/2023 SCALE: 1"=800'

EL PASO COUNTRY CLUB, INC.
RIGHT-OF-WAY VACATED
5000 COUNTRY CLUB PL

LEGAL DESCRIPTION
PORTION OF TRACT 18-A,
BLOCK 4, UPPER VALLEY
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PLAT REFERENCE
VOLUME x PAGE xx

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.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
08-01-2023
DATE: _____

Meadowlark ROW Vacation

City Plan Commission — February 23, 2023



CASE NUMBER/TYPE:	SURW23-00002 – RIGHT-OF-WAY VACATION
CASE MANAGER:	Juan C. Naranjo, (915) 212-1604, NaranjoJC@elpasotexas.gov
PROPERTY OWNER:	El Paso County Club
REPRESENTATIVE:	SLI Engineering, Inc.
LOCATION:	East of Montoya Dr. and South of Country Club Rd. (District 1)
PROPERTY AREA:	0.2326 acres
ZONING DISTRICT(S):	R-1
PUBLIC INPUT:	No opposition received as of 2/14/2023

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Meadowlark Right-of-Way (ROW) Vacation subject to the following conditions:

- That a five (5) foot pedestrian easement be retained.
- That an anchor easement be retained for the existing fire hydrant.



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant proposes to vacate a portion of Meadowlark Dr located on the north-east side of Meadowlark Drive at the intersection with Camino Real Avenue. The area requested to be vacated is 0.23 acres in size and consists of unimproved land. The applicant is requesting to vacate ROW in order to address existing El Paso Country Club Tennis Courts encroaching into the ROW.

CASE HISTORY/RELATED APPLICATIONS: "N/A"

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-1 / Residential development)
South	R-1 / Residential development)
East	R-1 / Residential development)
West	R-1 / Residential development)
Nearest Public Facility and Distance	
Park	White Spur Park (0.8 mi.)
School	Don Haskins Middle School (0.75 mi.)
Plan El Paso Designation	
G-3, Post-War	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on February 5, 2023 to all property owners within 200 feet of the subject property. As of February 14, 2023, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

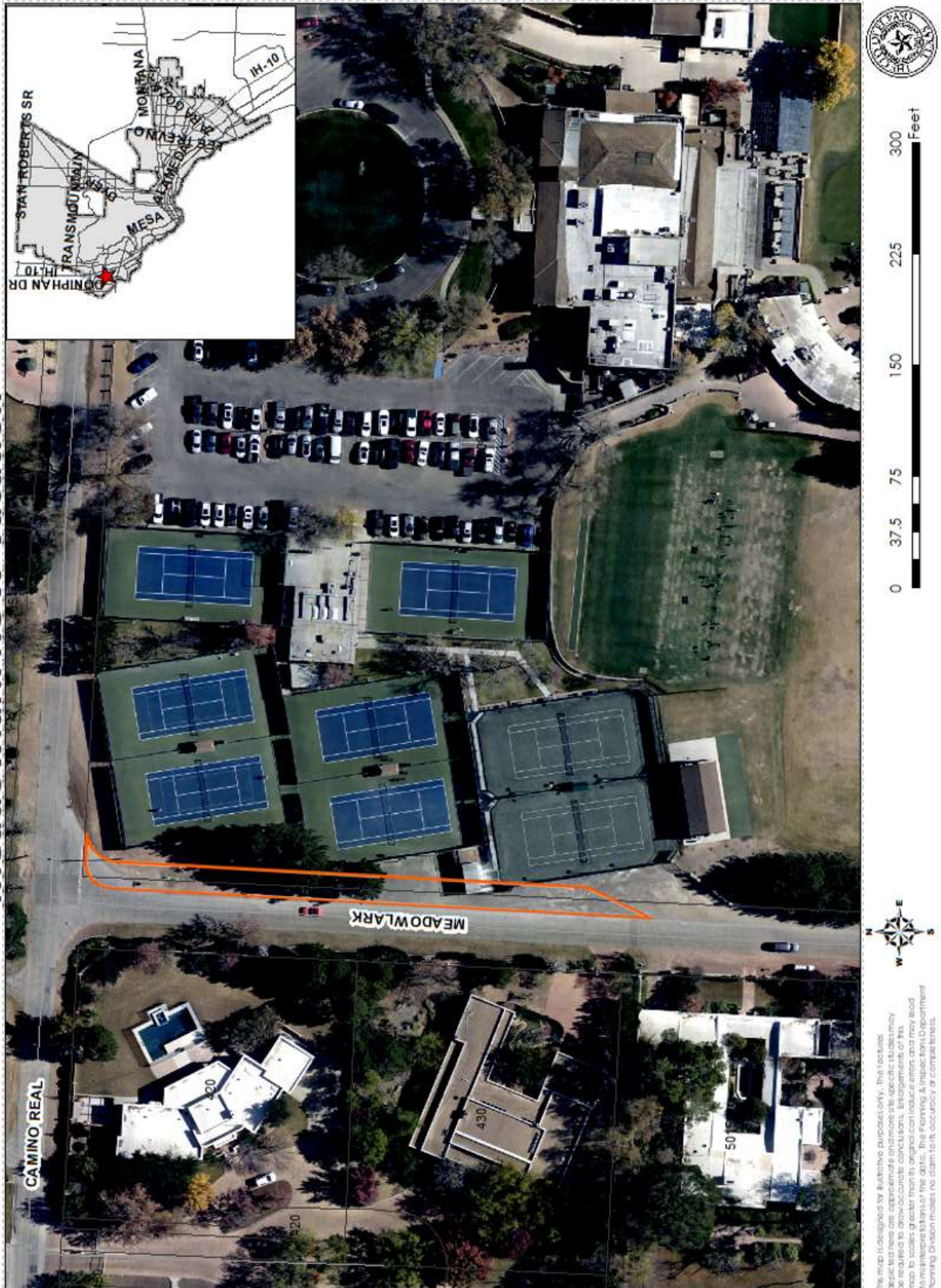
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

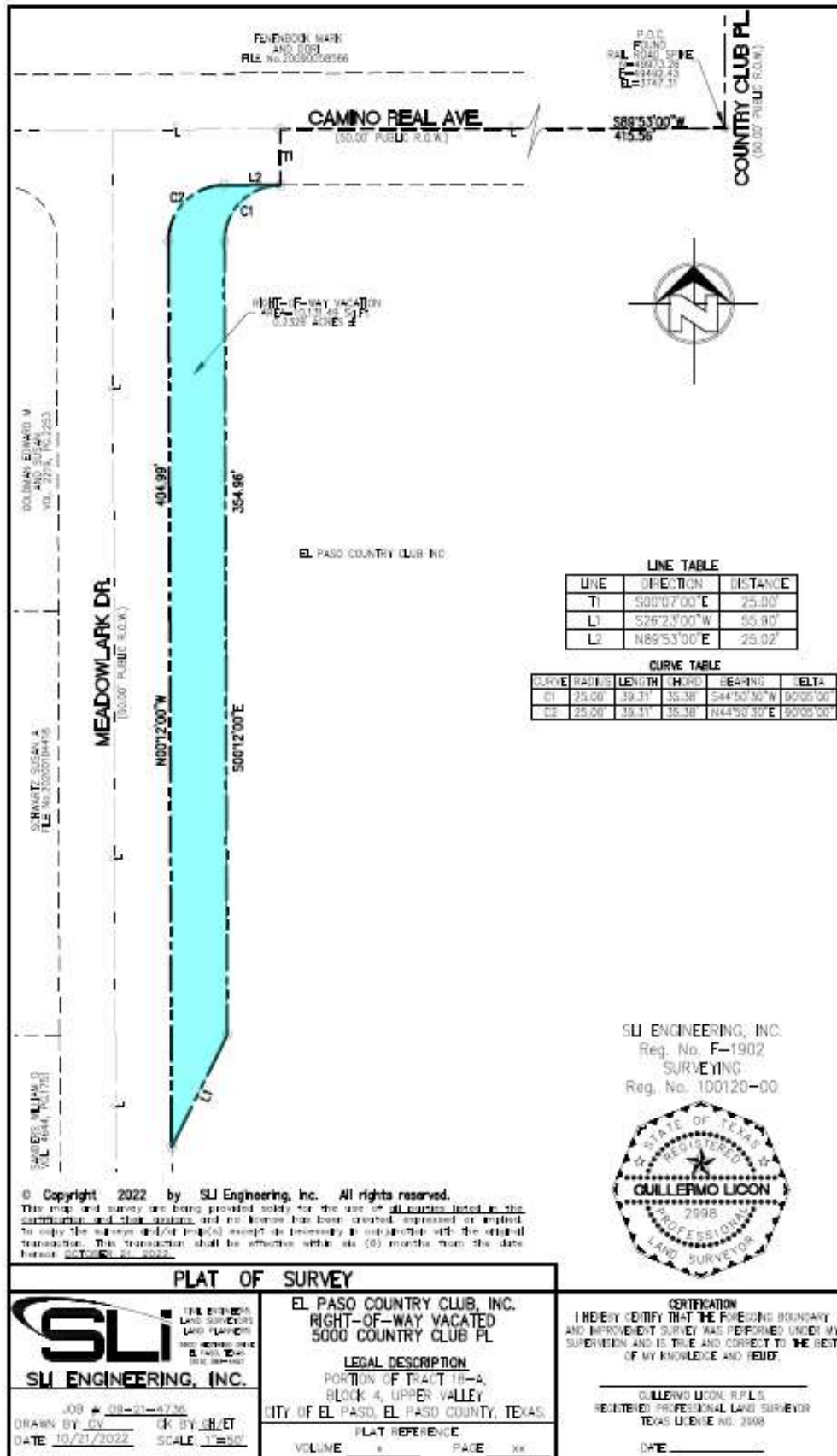
1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Department Comments

ATTACHMENT 1

Meadowlark ROW Vacation



ATTACHMENT 2



ATTACHMENT 3

METES AND BOUNDS

PROPERTY DESCRIPTION: The parcel of land herein being described is a portion of Tract 18-A, Block 4, UPPER VALLEY, City of El Paso, El Paso County, Texas and is being more specifically described by metes and bounds as follows:

Commencing at a found Rail Road Spike lying on the intersection of Country Club Place (50.00 feet Public Right-Of-Way) and Camino Real Avenue (50.00 feet Public Right-Of-Way); Thence, South 89°53'00" West, along centerline of Camino Real Avenue, a distance of 415.56 feet to a point, THENCE, South 00°07'00" East, leaving said centerline, a distance of 25.00 feet to a point lying on the southerly Right-Of-Way line of Camino Real Avenue, for a boundary corner being the "TRUE POINT OF BEGINNING" of this metes and bounds description;

THENCE, 39.31 feet along said arc of a curve to the left, with a radius of 25.00 feet, an interior angle of 90°05'00", and a chord which bears South 44°55'30" West, a distance of 35.38 feet to a boundary corner;

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Said parcel of land containing 10,131.49 Sq. Ft. (0.2326 Acres) of land, more or less.

SLI ENGINEERING, INC.
Reg. No. F-1902
SURVEYING
Reg. No. 100120-00



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This map and survey are being provided solely for the use of all parties listed in the purchase and chain of title, and no license has been created, expressed or implied, to copy the survey 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. info@slie.com

METES AND BOUNDS			
 <p>SLI ENGINEERING, INC.</p>	<p>EL PASO COUNTRY CLUB, INC. RIGHT-OF-WAY VACATED 5000 COUNTRY CLUB PL</p>	<p>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.</p>	
	<p>LEGAL DESCRIPTION PORTION OF TRACT 18-A, BLOCK 4, UPPER VALLEY CITY OF EL PASO, EL PASO COUNTY, TEXAS</p>	<p>_____ GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2998</p>	
<p>JOB # 08-21-4736 DRAWN BY: CV DATE 10/21/2022</p>	<p>CK BY: CH/ET SCALE: —</p>	<p>PLAT REFERENCE VOLUME 8 PAGE 38</p>	<p>DATE: _____</p>

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: 12-01-2022

File No. _____

1. APPLICANTS NAME: EL PASO COUNTRY CLUB

ADDRESS: 5000 COUNTRY CLUB ROAD

ZIP CODE: 79912

TELEPHONE: _____

2. Request is hereby made to vacate the following: (check one)

Street ☒ Alley ☐ Easement ☐ Other ☐

Street Name(s): MEADOWLARK

Subdivision Name: UPPER VALLEY

Abutting Blocks: 4

Abutting Lots: TRACTS 16 A

3. Reason for vacation request: TENNIS COURTS ENCRoACHMENT

4. Surface Improvements located in subject property to be vacated:

None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐

5. Underground Improvements located in the existing rights-of-way:

None ☒ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐

6. Future use of the vacated right-of-way:

Yards ☐ Parking ☐ Expand Building Area ☐ Replat with abutting Land ☐ Other ☒

7. Related Applications which are pending (give name or file number):

Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☒

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature: *[Handwritten Signature]*

Legal Description:

General Manager / COO
tract 16 A Block 4

Telephone:

915-637-4578

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. If/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: *[Handwritten Signature]*

REPRESENTATIVE SIGNATURE: gherget

Planning Department
Date: 2022-12-01 10:44:47 AM

REPRESENTATIVE (PHONE): 915 268 7277

REPRESENTATIVE (E-MAIL): gherget@vll-engineering.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 5

Planning and Inspections Department- Planning Division

Staff recommend approval with the following conditions:

1. That a five (5) foot pedestrian easement be retained.
2. That an anchor easement be retained for the existing fire hydrant.

Planning and Inspections Department- Land Development Division

No objections to proposed ROW vacation.

Parks and Recreation Department

We have reviewed **Meadowlark Easement Vacation Request**, a survey map and on behalf of Parks & Recreation Department, we offer “No” objections to this proposed street vacation request.

El Paso Water

El Paso Water (EPWater) requests to retain an anchor easement between the Meadowlark Dr. right-of-way and the portion of land to be vacated to accommodate the Fire Hydrant located in the corner with Camino Real Ave.

Water:

There is an existing 12-inch diameter water main that extends along Meadowlark Dr., located approximately 35-feet west of the eastern right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main that extends along Camino Real Ave., located approximately 13-feet south of the northern right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #00429, located on the southeast corner of the intersection of Meadowlark Dr. and Camino Real Ave., has yielded a static pressure of 170 pounds per square inch (psi), a residual pressure of 62 (psi), and a discharge of 822 gallons per minute.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Meadowlark Dr., located approximately 14 feet east of the western right-of-way line. This main dead-ends 347 feet north of Linda Ave. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Camino Real Ave., located approximately 10 feet north of the southern right-of-way line. This main is available for service.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Sun Metro

Sun Metro does not have any issues or exceptions.

Streets and Maintenance Department

No objections.

Fire Department

No comments received.

Capital Improvement Department

No comments received.

Texas Gas

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.



Legislation Text

File #: 23-1606, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance vacating a 0.948 acre portion of Randolph Street and Blacker Avenue Right-Of-Way, located within Alexander Addition, City of El Paso, El Paso County, Texas

Subject Property: Randolph Street and Blacker Avenue

Applicants: University of Texas at El Paso SURW23-00013

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

AGENDA DATE: December 5, 2023
PUBLIC HEARING DATE: December 12, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Alex Alejandre, (915) 212-1642

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a 0.948 acre portion of Randolph Street and Blacker Avenue Right-Of-Way, located within Alexander Addition, City of El Paso, El Paso County, Texas

Subject Property: Randolph Street and Blacker Avenue
Applicants: University of Texas at El Paso SURW23-00013

BACKGROUND / DISCUSSION:

The applicant is requesting to vacate portions of Randolph Street and Blacker Avenue within Alexander Addition. The proposed area to be vacated is located east of Hawthorne Street, between University Avenue and Rim Road, and is 0.948 acre in size. This area comprises undeveloped land with no existing utility infrastructure. The applicant is requesting to vacate ROW in order to allow for the future construction of an education facility. The City Plan Commission recommended 7-0 to approve the proposed right-of-way (ROW) vacation on July 27, 2023. As of November 29, 2023, the Planning Division has not received any communication in support or opposition to the vacation request. Chapter 272.001.j. of the Texas Local Government Code allows the City to transfer land to an institution of higher learning for less than fair market value, provided that such transfer is to promote a public purpose related to higher education. This transfer will allow this land to be incorporated into the UTEP campus.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE VACATING A 0.948 ACRE PORTION OF RANDOLPH STREET AND BLACKER AVENUE RIGHT-OF-WAY, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the abutting property owner has requested vacation of a 0.948 acre Portion of Randolph Street and Blacker Avenue Right-Of-Way located within Alexander Addition, City of El Paso, El Paso County, Texas; and

WHEREAS, after a public hearing the City Plan Commission has recommended a vacation of a 0.948 acre portion Of Randolph And Blacker Avenue Street Right-of-Way located within Alexander Addition, City of El Paso, El Paso County, Texas, and the City Council finds that said right of way is not needed for public use and should be vacated as recommended.

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

That, in consideration of the receipt by the City of El Paso of TWENTY-FIVE AND 00/DOLLARS (\$25.00) and other good and valuable consideration, the sufficiency of which is acknowledged, in accordance with Texas Local Government Code 272 (j) to promote and maintain a public purpose related to higher education, the 0.948 acre portion of Randolph Street and Blacker Avenue right-of-way located within Alexander Addition, City of El Paso, El Paso County, Texas, as further described in the attached metes and bounds description identified as **Exhibit "A"** and made a part hereof by reference, be and is hereby vacated, closed and abandoned.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated right of way University of Texas at El Paso.

ADOPTED this day of , 2023.

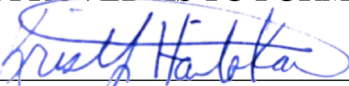
THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe
Planning & Inspections Department

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

THE CITY OF EL PASO, has released and quitclaimed and by these presents does release and quitclaim unto **University of Texas at El Paso** (the "Grantees"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF RANDOLPH STREET AND BLACKER AVENUE, LOCATED WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description and survey, identified as Exhibit "A" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

CITY OF EL PASO

ATTEST:

Cary Westin, Interim City Manager

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ORDINANCE NO. _____

ROW Vacation SURW23-00013

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

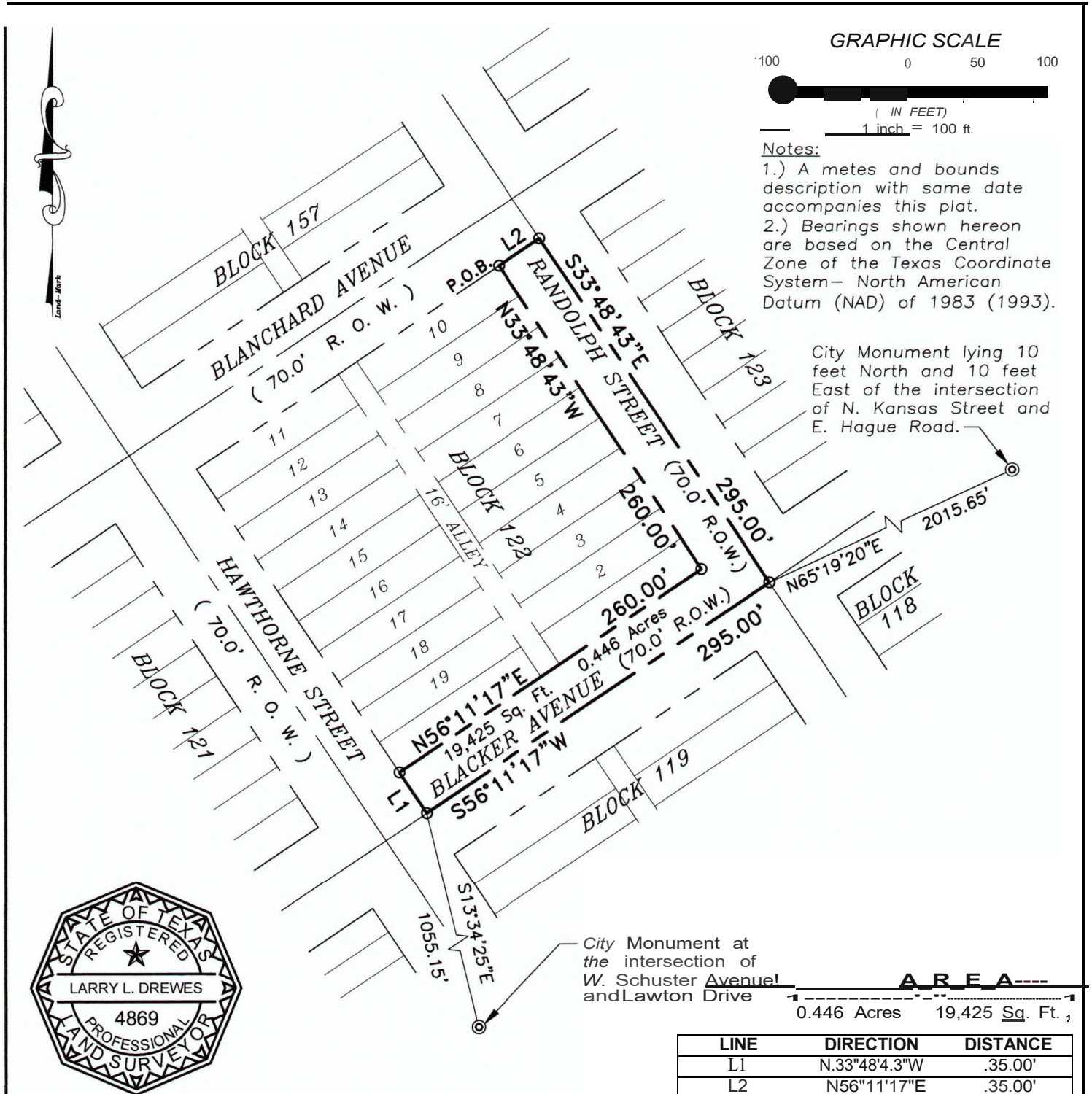
This instrument is acknowledged before me on this _____ day of _____, 20____,
by Cary Westin, as Interim City Manager for the CITY OF EL PASO.

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

My Commission Expires:

AFTER FILLING RETURN TO:
UNIVERSITY OF TEXAS AT EL PASO
500 W. University
El Paso, Texas 79968

EXHIBIT A



I hereby certify that the foregoing boundary survey was made by me or under my supervision.

[Signature]
Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

**A PORTION OF RANDOLPH STREET
AND A PORTION OF BLACKER AVENUE
WITHIN ALEXANDER ADDITION,
EL PASO COUNTY, TEXAS**



**Land-Mark Professional
Surveying, Inc.**

1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936

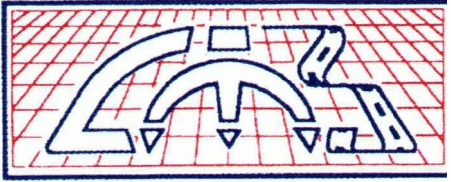
(915) 598-1300

Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@land-marksurvey.com
"Serving Texas, New Mexico
and Arizona"

EXHIBIT A

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"



METES AND BOUNDS DESCRIPTION

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a point lying at the northeasterly corner of Block 122, Alexander Addition, and in the southeasterly right-of-way line of Blanchard Avenue;

THENCE, North $56^{\circ}11'17''$ East, with said southeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Randolph Street, for a corner of this parcel;

THENCE, South $33^{\circ}48'43''$ East, with said centerline of Randolph Street, a distance of 295.00 feet to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel; *whence* an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North $65^{\circ}19'20''$ East, a distance of 2015.65 feet;

THENCE, South $56^{\circ}11'17''$ West, with said centerline of Blacker Avenue, a distance of 295.00 feet, to a point lying in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; *whence* an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South $13^{\circ}34'25''$ East, a distance of 1055.15 feet;

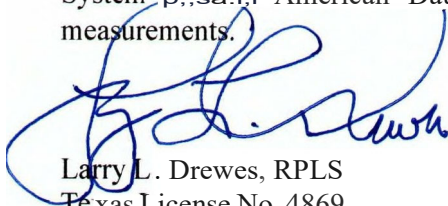
THENCE, North $33^{\circ}48'43''$ West, departing said centerline of Blacker Avenue and with said northeasterly right-of-way line, a distance of 35.00 feet to a point lying at the southwesterly corner of said Block 122, Alexander Addition and in the northwesterly right-of-way line of Blacker Avenue, for a corner of this parcel;

THENCE, North $56^{\circ}11'17''$ East, with said northwesterly with said right-of-way line, a distance of 260.00 feet to a point lying at the southeasterly corner of said Block 122, Alexander Addition and in the southwesterly right-of-way line of said Randolph Street, for a corner of this parcel;

THENCE, North $33^{\circ}48'43''$ West, with said southwesterly right-of-way line of Blanchard Avenue, a distance of 260.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.446 Acres (19,425 Square feet) more or less.

1.) All bearings contained in this description are based upon the Central Zone of the Texas Coordinate System, as set by the American National Ocean Survey (NAO) of 1983 (1993); and 2.) Distances are horizontal surface measurements.


Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33093-B
April 13, 2023

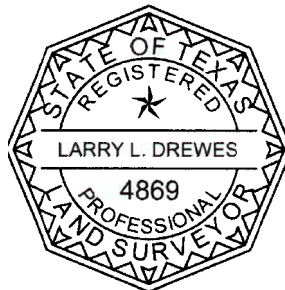
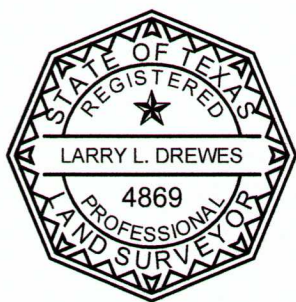
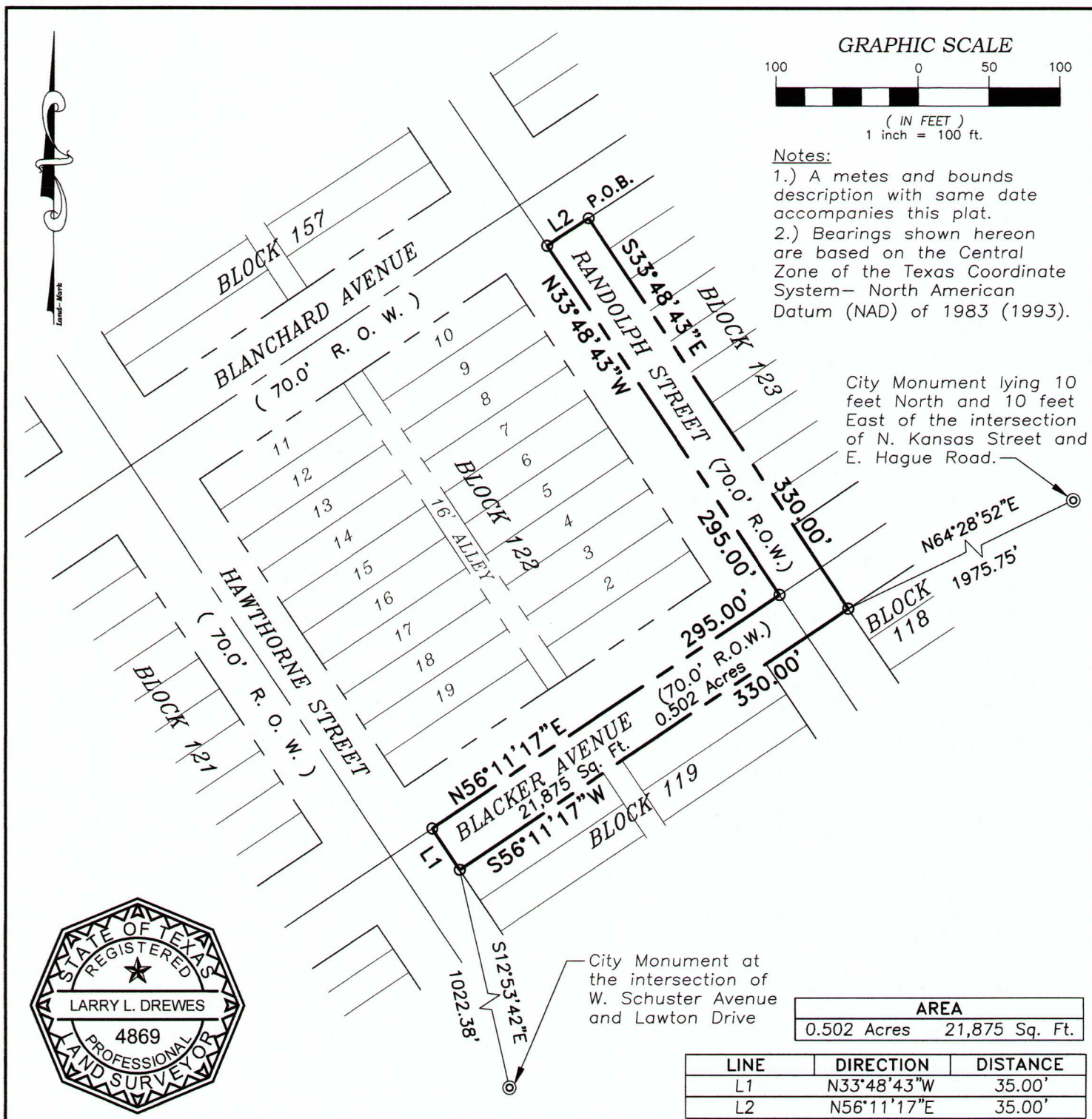


EXHIBIT A

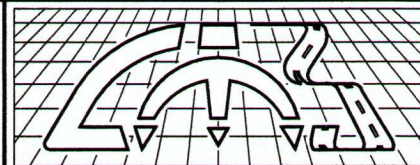


I hereby certify that the foregoing boundary survey was made by me or under my supervision.

Plat of Survey

A PORTION OF RANDOLPH STREET
AND A PORTION OF BLACKER AVENUE
WITHIN ALEXANDER ADDITION,
EL PASO COUNTY, TEXAS

[Signature]
Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402



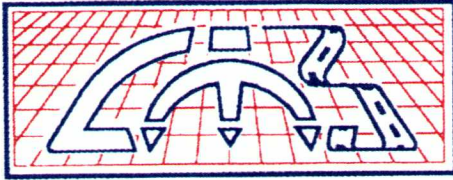
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Texas Licensed Surveying Firm
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email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 23-02-33093-A

Scale: 1" = 100'

Date: April 13, 2023

EXHIBIT A



Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a point lying at the northwesterly corner of Block 123, Alexander Addition, and in the northeasterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, South $33^{\circ}48'43''$ East, with said northeasterly right-of-way line, a distance of 330.00 feet to a point lying at the northwesterly corner of Block 118, and in the southeasterly right-of-way line of Blacker Avenue, for a corner of this parcel; *whence* an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North $64^{\circ}28'52''$ East, a distance of 1975.75 feet;

THENCE, South $56^{\circ}11'17''$ West, with said southeasterly right-of-way line, a distance of 330.00 feet, to a point lying at the northwesterly corner of Block 119, Alexander Addition and in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; *whence* an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South $12^{\circ}53'42''$ East, a distance of 1022.38 feet;

THENCE, North $33^{\circ}48'43''$ West, with said northeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Blacker Avenue, for a corner of this parcel;

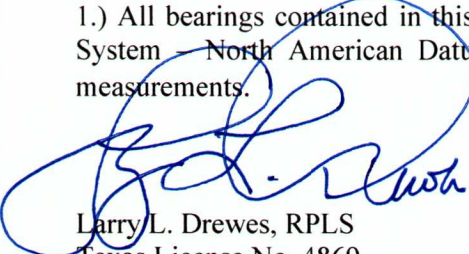
THENCE, North $56^{\circ}11'17''$ East, with said centerline of Blacker Avenue, a distance of 295.00 feet to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel;

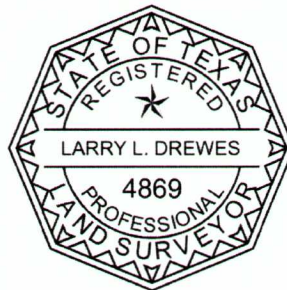
THENCE, North $33^{\circ}48'43''$ West, with said centerline of Randolph Street, a distance of 295.00 feet to a point lying in the southeasterly right-of-way line of Blanchard Avenue, for a corner of this parcel;

THENCE, North $56^{\circ}11'17''$ East, departing said centerline of Randolph Street and with said southeasterly right-of-way line, a distance of 35.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.502 Acres (21,875 Square feet) more or less.

1.) All bearings contained in this description are based upon the Central Zone of the Texas Coordinate System - North American Datum (NAD) of 1983 (1993); and 2.) Distances are horizontal surface measurements.


Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33093-A



April 13, 2023

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

DEED WITHOUT WARRANTY

Effective Date: _____, 2023

Grantor: Tenet Hospitals Limited, a Texas limited partnership

Grantor's Mailing Address: 14201 Dallas Parkway
Dallas, Texas 75254
Attn: Real Estate Counsel

Grantee: BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM

Grantee's Mailing Address: Real Estate Office
210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

Consideration: TEN and No/100 DOLLARS (\$10.00) cash in hand and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which are hereby acknowledged.

Property: The real property described in Exhibit A attached hereto and incorporated herein by reference for all purposes, along with all improvements, structures, and fixtures situated thereon.

Reservations From and Exceptions to Conveyance: The conveyance is made subject to any and all matters of record, and matters which may be revealed by any inspection or survey of the Property.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance, GRANTS AND CONVEYS the Property to Grantee, together with all and singular the rights and appurtenances in any way belonging thereto. TO HAVE AND TO HOLD the Property to Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that might arise by common law and the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any interest in the Property obtained by after-acquired title.

Exhibits To Deed:

Exhibit A – Description of Property

**TENET HOSPITALS LIMITED,
A TEXAS LIMITED PARTNERSHIP**

**By: Healthcare Network Texas, Inc.
a Delaware corporation
Its General Partner**

By: 
Name: Perry Guinn
Title: Vice President

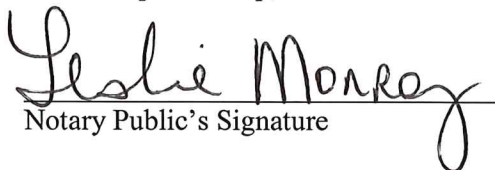
THE STATE OF TEXAS

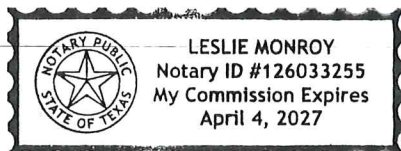
§
§
§

COUNTY OF DALLAS

This instrument was acknowledged before me on October 24, 2023 (Date) by Perry Guinn
the authorized representative of Tenet Hospitals Limited, a Texas limited partnership, on behalf of said limited
partnership.

(Personalized Seal)


Notary Public's Signature



After Recording, Return to:

University of Texas System
Attn: Real Estate Office
210 West 7th Street
Austin, Travis County, Texas 78701
Attention: Executive Director of Real Estate

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

A PORTION OF RANDOLPH STREET (70 FEET WIDE) AND A PORTION OF BLACKER AVENUE (70 FEET WIDE), ALL WITHIN ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a point lying in the northeasterly right-of-way line of Hawthorne Street (70 feet wide) and in the centerline of Blacker Avenue (70 feet wide), for a corner of this parcel;

North 56° 11' 17" East, with said centerline of Blacker Avenue, a distance of 295.00 feet to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel;

THENCE, North 33° 48' 43" West, with said centerline of Randolph Street, a distance of 330.00 feet to a point lying in the centerline intersection of said Randolph Street and Blanchard Avenue (70 feet wide), for a corner of this parcel;

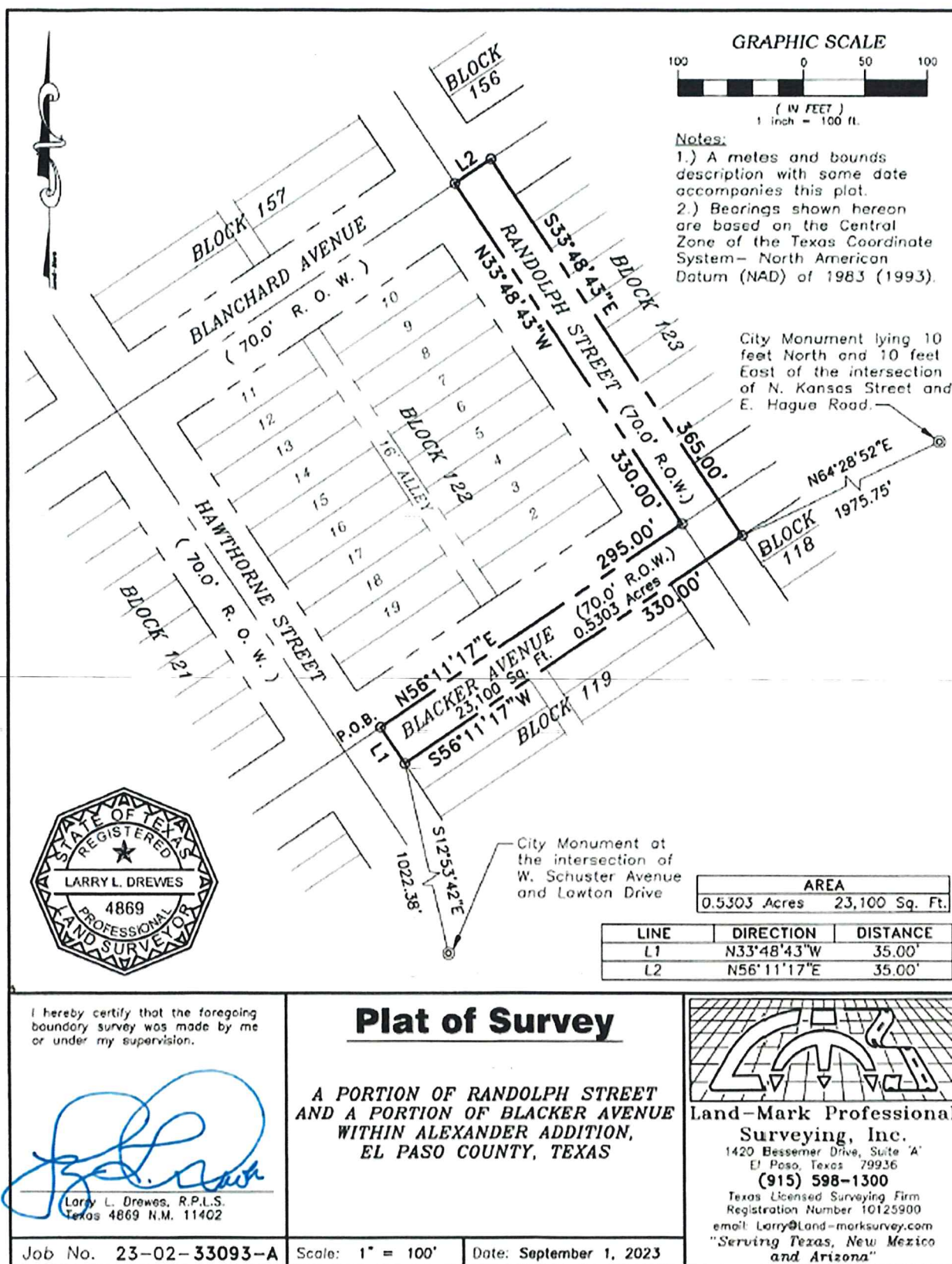
THENCE, North 56° 11' 17" East, departing said centerline intersection and with the centerline of said Blanchard Avenue, a distance of 35.00 feet a point lying in the northeasterly right-of-way line of said Randolph Street, for a corner of this parcel;

THENCE, South 33° 48' 43" East, with said northeasterly right-of-way line, a distance of 365.00 feet to a point lying at the northwesterly corner of Block 118, and in the southeasterly right-of-way line of Blacker Avenue, for a corner of this parcel; *whence* an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North 64° 28' 52" East, a distance of 1975.75 feet;

THENCE, South 56° 11' 17" West, with said southeasterly right-of-way line, a distance of 330.00 feet, to a point lying at the northwesterly corner of Block 119, Alexander Addition and in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; *whence* an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South 12° 53' 42" East, a distance of 1022.38 feet;

THENCE, North 33° 48' 43" West, with said northeasterly right-of way line, a distance of 35.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.5303 Acres (23,100 Square feet) more or less.



Randolph and Blacker ROW Vacation

City Plan Commission — July 27, 2023



CASE NUMBER/TYPE:	SURW23-00013 – Right-of-way Vacation
CASE MANAGER:	Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov
PROPERTY OWNER:	University of Texas at El Paso
REPRESENTATIVE:	Robert Parker
LOCATION:	West of Mesa St. and North of Interstate-10. (District 8)
PROPERTY AREA:	1.00 acres
VESTED RIGHTS STATUS:	Not Vested
PARK FEES:	Park Fees Not Required
ZONING DISTRICT(S):	C-2 sc (Commercial/Special Contract) / R-4 (Residential)
PUBLIC INPUT:	No opposition received as of July 17, 2023

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Randolph and Blacker Right-of-Way (ROW) Vacation.

BLACKER AND RANDOPHLH ROW VACATION



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicants are seeking to vacate portions of Randolph Street and Blacker Avenue within Alexander Addition. The proposed area to be vacated is located east of Hawthorne St. and between University Avenue and Rim Road. The applicants are proposing to vacate seventy (70) feet of width from Randolph Street and Blacker Avenue, with half of the ROW width being vacated to UTEP and the other half to Sierra Providence Physical Rehabilitation Hospital, the abutting land owners. The total area to be vacated is approximately 1.00 acres in size and consists of unimproved land, with no utility infrastructure. The sidewalk along Hawthorne Street is to remain. The applicants are requesting to vacate ROW in order to allow for the future construction of an education facility.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	R-4 (Residential District) / Residential development
South	C-2 (Commercial District) / Commercial development
East	C-2 (Commercial District) / Commercial development
West	R-4 (Residential District) / Residential development
Nearest Public Facility and Distance	
Park	Dunn Park City Park (0.27 miles)
School	El Paso High School (0.65 miles)
Plan El Paso Designation	
G-2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on June 26, 2023 to all property owners within 200 feet of the subject property. As of July 17, 2023, staff has not received any communication regarding this request.

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the (CPC) City Plan Commission for review, the Commission may take any of the following actions:

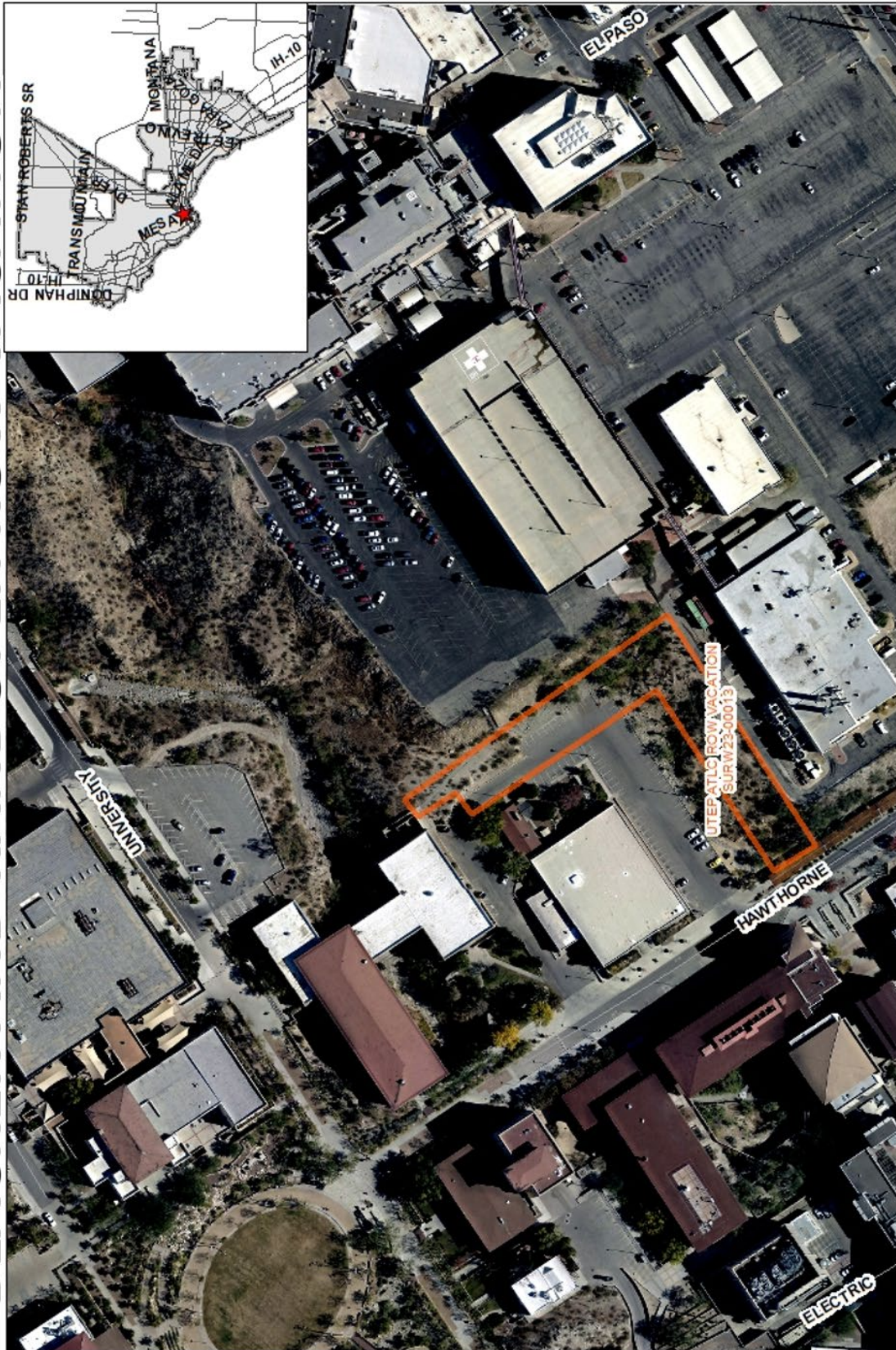
1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. **(Staff Recommendation)**
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

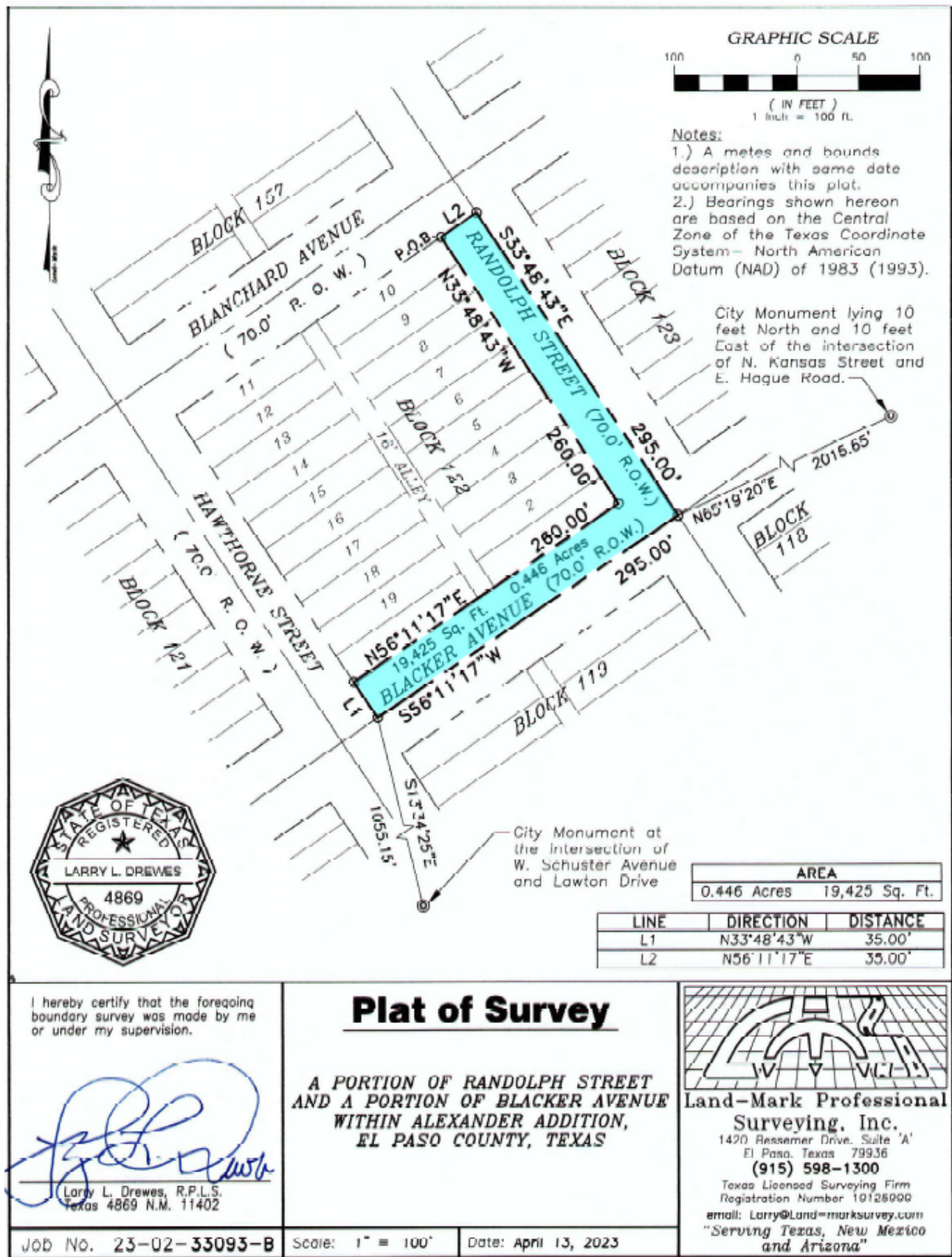
1. Aerial Map
2. Surveys
3. Metes and Bounds Descriptions
4. Application
5. Department Comments

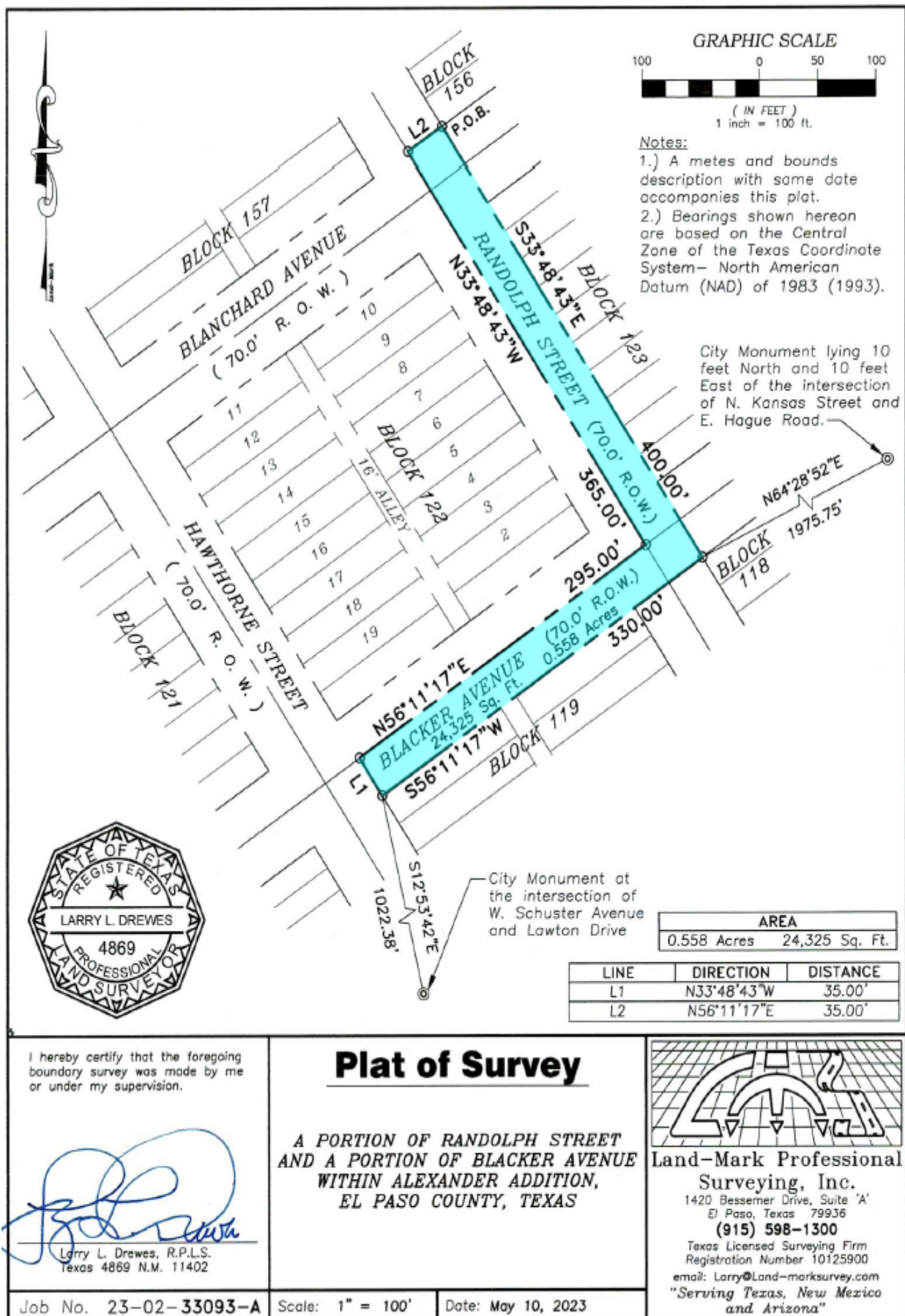
ATTACHMENT 1

BLACKER AND RANDOLPH ROW VACATION



ATTACHMENT 2





ATTACHMENT 3



Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

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BEGINNING, at a point lying at the northeasterly corner of Block 122, Alexander Addition, and in the southeasterly right-of-way line of Blanchard Avenue;

THENCE, North $56^{\circ}11'17''$ East, with said southeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Randolph Street, for a corner of this parcel;

THENCE, South $33^{\circ}48'43''$ East, with said centerline of Randolph Street, a distance of 295.00 feet to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel; **whence** an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North $65^{\circ}19'20''$ East, a distance of 2015.65 feet;

THENCE, South $56^{\circ}11'17''$ West, with said centerline of Blacker Avenue, a distance of 295.00 feet, to a point lying in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; **whence** an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South $13^{\circ}34'25''$ East, a distance of 1055.15 feet;

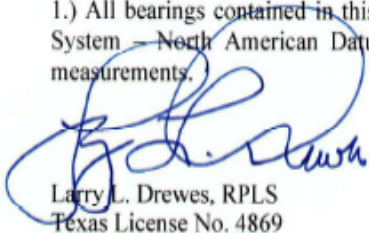
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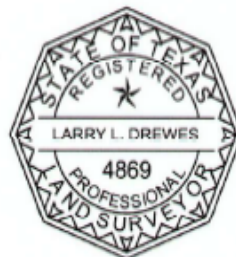
THENCE, North $56^{\circ}11'17''$ East, with said northwesterly with said right-of-way line, a distance of 260.00 feet to a point lying at the southeasterly corner of said Block 122, Alexander Addition and in the southwesterly right-of-way line of said Randolph Street, for a corner of this parcel;

THENCE, North $33^{\circ}48'43''$ West, with said southwesterly right-of-way line of Blanchard Avenue, a distance of 260.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.446 Acres (19,425 Square feet) more or less.

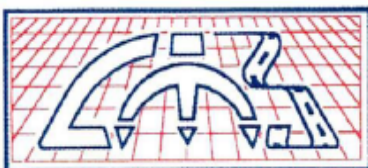
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Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33093-B
April 13, 2023



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com



METES AND BOUNDS DESCRIPTION

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BEGINNING, at a point lying at the southwesterly corner of Block 156, Alexander Addition, and in the northeasterly right-of-way line of Randolph Street, for a corner of this parcel;

THENCE, South $33^{\circ}48'43''$ East, with said northeasterly right-of-way line, a distance of 400.00 feet to a point lying at the northwesterly corner of Block 118, and in the southeasterly right-of-way line of Blacker Avenue, for a corner of this parcel; *whence* an existing city monument lying 10 feet north and 10 feet east of the centerline intersection of N. Kansas Street and E. Hague Road, bears North $64^{\circ}28'52''$ East, a distance of 1975.75 feet;

THENCE, South $56^{\circ}11'17''$ West, with said southeasterly right-of-way line, a distance of 330.00 feet, to a point lying at the northwesterly corner of Block 119, Alexander Addition and in the northeasterly right-of-way line of Hawthorne Street, for a corner of this parcel; *whence* an existing city monument lying at the centerline intersection of W. Schuster Avenue and Lawton Drive bears South $12^{\circ}53'42''$ East, a distance of 1022.38 feet;

THENCE, North $33^{\circ}48'43''$ West, with said northeasterly right-of-way line, a distance of 35.00 feet to a point lying in the centerline of Blacker Avenue, for a corner of this parcel;

THENCE, North $56^{\circ}11'17''$ East, with said centerline of Blacker Avenue, a distance of 295.00 feet to a point lying at the centerline intersection of said Blacker Avenue and said Randolph Street, for a corner of this parcel;

THENCE, North $33^{\circ}48'43''$ West, with said centerline of Randolph Street, a distance of 365.00 feet to a point lying in the northwesterly right-of-way line of Blanchard Avenue, for a corner of this parcel;

THENCE, North $56^{\circ}11'17''$ East, departing said centerline of Randolph Street and with said northwesterly right-of-way line, a distance of 35.00 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.558 Acres (24,325 Square feet) more or less.

1.) All bearings contained in this description are based upon the Central Zone of the Texas Coordinate System – North American Datum (NAD) of 1983 (1993); and 2.) Distances are horizontal surface measurements.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33093-A

May 10, 2023



1420 Bessemer • El Paso, Texas 79936

Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: May 11, 2023

File No. _____

1. APPLICANTS NAME Board of Regents of The University of Texas System on behalf of The University of Texas at El Paso
ADDRESS 210 W. 8th Street, Austin, Texas ZIP CODE 78701 TELEPHONE (512) 499-4336
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) Blacker Ave. and Randolph Drive. Subdivision Name Alexander Addition
Abutting Blocks 123, 118, 119, 122 Abutting Lots _____
3. Reason for vacation request: New Education Facility to be built.
4. Surface Improvements located in subject property to be vacated:
None ☐ Paving ☒ Curb & Gutter ☒ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way:
None ☒ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☐ Parking ☒ Expand Building Area ☒ Replat with abutting Land ☐ Other ☐
7. Related Applications which are pending (give name or file number):
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>Geoffrey A. Richards</u> Geoffrey A. Richards Executive Director of Real Estate The University of Texas System	<u>Block 122, Alexander Addition</u>	<u>512-499-4336</u>
<u>REFER TO SHEET ATTACHED FOR SIGNATURE</u>	<u>Blocks 123, 118, 119, Alexander Addition</u>	_____

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

Board of Regents of The University of Texas System
OWNER SIGNATURE: Geoffrey A. Richards
Geoffrey Richards, Executive Director of Real Estate, The University of Texas System

REPRESENTATIVE SIGNATURE: Robert Parker
Robert Parker, Interim AUP Facilities Management, The University of Texas at El Paso

REPRESENTATIVE (PHONE): (915) 747-8171

REPRESENTATIVE (E-MAIL): mparker@utep.edu

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

Signature

Legal Description

Telephone



Vikash Patel

Blocks 123, 118, 119, Alexander Addition

NAME:

Chief Operating Officer

TITLE:

2001 N. Oregon Dr.

ADDRESS:

El Paso, TX 79912

ATTACHMENT 5

Planning and Inspections Department- Planning Division

No adverse comments, recommend approval of the ROW vacation request.

Texas Gas

The consultant has provided verification the gas line is not located within the subject area. TGS doesn't have any additional comments.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval. The Developer/Engineer shall address the following comments:

1. Closure report Ok.
2. No objection to the proposed ROW vacation

Parks and Recreation Department

We have reviewed **UTEP ATLC Street Vacation Request**, a survey map and on behalf of Parks & Recreation Department, we offer "No" objections to this proposed street vacation request.

El Paso Water

EPWater-PSB does not object to this request.

Water:

There is an existing 12-inch diameter water main that extends along Hawthorne St., located approximately 13-feet west of the east right-of-way line. This main is available for service.

EPWater records indicate a 2-inch water service connection and a 4-inch water service connection serving the subject property. The addresses for these services are 400 W. University Ave. Bldg. 8, and 2060 Hawthorne St. Bldg. 104, respectively.

Previous water pressure from fire hydrant #3952, located 400 feet south of the intersection of Hawthorne St. and University Ave., has yielded a static pressure of 132 (psi), a residual pressure of 100 (psi), and a discharge of 1678 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 12-inch diameter sanitary sewer main that extends along and easement located approximately 165-feet south of the south right-of-way line of University Ave.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections.

Capital Improvement Department

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.

Sun Metro

No comments received.

Fire Department

No comments received.



Legislation Text

File #: 23-1571, 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.

All Districts

City Attorney's Office, Kristen Hamilton-Karam, (915) 212-1131

AGENDA LANGUAGE:

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), to amend the following: Section 2.92.020 (Definitions) Subsection (10) to update the definition of "Contribution"; Section 2.92.080 (Disclosure of Campaign Contributions) to require additional disclosures regarding contributions or donations from individuals or business entities receiving a benefit from a vote of City Council; Sections 2.92.120 (Jurisdiction), Subsection 2.92.130(A)(5) (Duties) and Subsection 2.92.160(B) (Filing a Complaint) to include Commission jurisdiction over and process for complaints regarding candidates, political committees and individuals or business entities obligated under Section 2.92.080; Section 2.92.160(C) (Filing a Complaint), to clarify process for complaints regarding the Chief Internal Auditor; Section 2.92.170(A) (Complaint Review) to amend the time period for response to an Ethics Complaint; and Section 2.92.200 (Disposition) to include a fine of up to \$500 as a possible sanction for violation of the Ethics Code.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

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)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), TO AMEND THE FOLLOWING: SECTION 2.92.020 (DEFINITIONS) SUBSECTION (10) TO UPDATE THE DEFINITION OF “CONTRIBUTION”; SECTION 2.92.080 (DISCLOSURE OF CAMPAIGN CONTRIBUTIONS) TO REQUIRE ADDITIONAL DISCLOSURES REGARDING CONTRIBUTIONS OR DONATIONS FROM INDIVIDUALS OR BUSINESS ENTITIES RECEIVING A BENEFIT FROM A VOTE OF CITY COUNCIL; SECTIONS 2.92.120 (JURISDICTION), SUBSECTION 2.92.130(A)(5) (DUTIES) AND SUBSECTION 2.92.160(B) (FILING A COMPLAINT) TO INCLUDE COMMISSION JURISDICTION OVER AND PROCESS FOR COMPLAINTS REGARDING CANDIDATES, POLITICAL COMMITTEES AND INDIVIDUALS OR BUSINESS ENTITIES OBLIGATED UNDER SECTION 2.92.080; SECTION 2.92.160(C) (FILING A COMPLAINT), TO CLARIFY PROCESS FOR COMPLAINTS REGARDING THE CHIEF INTERNAL AUDITOR; SECTION 2.92.170(A) (COMPLAINT REVIEW) TO AMEND THE TIME PERIOD FOR RESPONSE TO AN ETHICS COMPLAINT; AND SECTION 2.92.200 (DISPOSITION) TO INCLUDE A FINE OF UP TO \$500 AS A POSSIBLE SANCTION FOR VIOLATION OF THE ETHICS CODE.

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

SECTION 1. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.080 (Disclosure of Campaign Contributions) is hereby amended to read as follows:

2.92.080 - Disclosure of campaign contributions and donations

- A. The following definition applies to these terms as used in this section: “Contribution” and “contributor” are as defined in this chapter, and shall include, but not be limited to cash, loans, offsets to expenditures, in-kind contributions, donations, and gifts. “Donation” means cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district. The term “donor” includes an individual and spouse, a business entity, or and individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. “Benefiting” as used in this section shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.
- B. Reporting of Contributions and Donations by Council member: Council members must verbally disclose the amount of any contributions or donations received totaling an aggregate of \$500 or more prior to discussion or vote on any council item benefiting the contributor or donor. This requirement includes any contribution received at any time during the council

ORDINANCE NO. _____

member's campaign(s) or term(s) of office for city council. Such member shall file a written notation with the City Clerk to be included with the agenda backup documentation. This disclosure shall be recorded in the minutes of the meeting.

- C. Reporting of Contributions and Donations by Contributors: No later than one week prior to the relevant Council meeting, a donor or contributor benefiting from an agenda item, and who has contributed or donated an accumulated total of \$500 or more to any current member of City Council or to the City through their office for use by the member's office or in their district at any time during their campaign(s) or term(s) of City office shall notify the City of the amount and to whom. It shall be the responsibility of the contributor or donor to report the contribution so the notice of the contribution is posted on the City Council agenda with the posting for the relevant item.
- D. These requirements shall apply to all meetings of the city council.
- E. If a member of the city council accepts a campaign contribution from a contributor of five hundred dollars or more, he shall report the amount and the donor by an item for notation on the consent agenda of a city council meeting within thirty days of the date of such contribution
- F. No later than 30 calendar days after the end of each fiscal year, each member of Council shall file a report listing all campaign contributions and donations to the City for use by their office received during that fiscal year, to include the identity and address of each contributor or donor, and the total amount received from each contributor or donor
- G. No action of the council which is otherwise legal shall be invalidated merely by reason of the disclosure of a campaign contribution by a member of the city council or the failure of a member to disclose a campaign contribution or donation.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.120 is hereby amended to read as follows:

2.92.120 - Jurisdiction.

The ethics review commission shall have jurisdiction to review alleged violations of Article II (Standards of conduct) of this chapter by officers, candidates, and political committees that occurred within two years of the complaint being filed. Additionally, the ethics review commission shall have jurisdiction over contributors and donors only to review alleged violations of Section 2.92.080 by contributors or donors who have obligations under that section.

SECTION 3. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.130, Subsection (A)(5) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.130 remain in full force and effect:

ORDINANCE NO. _____

(A)(5). Review, evaluate and issue determinations, impose sanctions and provide recommendations to the city council on complaints regarding officers, candidates, political committees, and for compliance with City Code section 2.92.080, donors or contributors described therein.

SECTION 4. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.160, Subsections (B) and (C) are hereby amended to read as follows, all other portions and subsections of City Code 2.92.160 remain in full force and effect:

2.92.160 Filing a complaint.

- B. (1) Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes an officer, candidate, political committee, has violated Article II of this chapter within the last two years, may file a sworn complaint with the city clerk.
- (2) Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes a contributor, donor, individual, or business entity has violated City Code section 2.92.080 within the last two years, may file a sworn complaint with the city clerk.
- C. Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes the city attorney, the city manager or the chief internal auditor has violated Article II of this chapter within the last two years, may file a sworn complaint with the mayor and the mayor pro tempore.

SECTION 5. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.170 (Complaint review), Subsection (A) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.170 remain in full force and effect:

2.92.170 Complaint review.

- A. The city clerk will review a filed complaint to ensure it is properly sworn and complete. If the complaint is missing required information, the city clerk will send the complaint back to the complainant through regular mail and/or electronic mail, and the complainant will have twenty-one days to correct the complaint and refile it otherwise the city clerk may reject the complaint. If the complaint is complete the city clerk will forward the complaint to the city attorney and the respondent within seven days. If the City Attorney refers the complaint to the ethics review commission under subsection 2.92.170(B)(2) below, respondent has fourteen days from notice to respondent of such to file a response with the city clerk.

SECTION 6. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.200 (Disposition), Subsection (D) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.200 remain in full force and effect:

2.92.200- Disposition.

ORDINANCE NO. _____

D. If after hearing the issues, the ethics review commission determines through clear and convincing evidence that a violation of this chapter has occurred, then the ethics review commission may issue one of the following sanctions:

1. Letter of notification. A letter of notification may be issued when the ethics review commission finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.
2. Letter of admonition. A letter of admonition may be issued when the ethics review commission finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
3. Letter of reprimand. A reprimand may be issued when the ethics review commission finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
4. Recommend removal from office. In addition to a letter of reprimand, removal from office may be recommended to the city council for action when the ethics review commission finds that a serious or repeated violation of this chapter was committed by an officer intentionally or through culpable disregard of this chapter.
5. Issue a fine not to exceed \$500 payable to the City comptroller within 30 days of such order by the ethics review commission.

SECTION 7. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.020 (Definitions), Subsection (10) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.020 remain in full force and effect:

10. Contribution means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit. In-kind expenses, as defined in this section, is not a contribution.

SECTION 8. Except as expressly herein amended, all other provisions of the El Paso City Code shall remain in full force and effect. Any violation of a provision of this ordinance shall be deemed illegal shall be severed and the remainder shall remain in effect. The requirements of this ordinance shall take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2023.

(signatures appear on the following page)

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507874 | KHK
Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

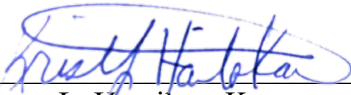
THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Deputy City Attorney

APPROVED AS TO CONTENT:

Laura D. Prine
City Clerk

ORDINANCE NO. _____
HQ2023-1209-City Attorney | TRAN-507874 | KHK
Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.92 (ETHICS), TO AMEND THE FOLLOWING: SECTION 2.92.020 (DEFINITIONS) SUBSECTION (10) TO UPDATE THE DEFINITION OF “CONTRIBUTION”; SECTION 2.92.080 (DISCLOSURE OF CAMPAIGN CONTRIBUTIONS) TO REQUIRE ADDITIONAL DISCLOSURES REGARDING CONTRIBUTIONS OR DONATIONS FROM INDIVIDUALS OR BUSINESS ENTITIES RECEIVING A BENEFIT FROM A VOTE OF CITY COUNCIL; SECTIONS 2.92.120 (JURISDICTION), SUBSECTION 2.92.130(A)(5) (DUTIES) AND SUBSECTION 2.92.160(B) (FILING A COMPLAINT) TO INCLUDE COMMISSION JURISDICTION OVER AND PROCESS FOR COMPLAINTS REGARDING CANDIDATES, POLITICAL COMMITTEES AND INDIVIDUALS OR BUSINESS ENTITIES OBLIGATED UNDER SECTION 2.92.080; SECTION 2.92.160(C) (FILING A COMPLAINT), TO CLARIFY PROCESS FOR COMPLAINTS REGARDING THE CHIEF INTERNAL AUDITOR; SECTION 2.92.170(A) (COMPLAINT REVIEW) TO AMEND THE TIME PERIOD FOR RESPONSE TO AN ETHICS COMPLAINT; AND SECTION 2.92.200 (DISPOSITION) TO INCLUDE A FINE OF UP TO \$500 AS A POSSIBLE SANCTION FOR VIOLATION OF THE ETHICS CODE.

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

SECTION 1. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.080 (Disclosure of Campaign Contributions) is hereby amended to read as follows:

2.92.080 - Disclosure of campaign contributions and donations

- A. The following definition applies to these terms as used in this section: “Contribution” and contributor are as defined in this chapter, and shall include, but not be limited to cash, loans, offsets to expenditures, in-kind contributions, donations, and gifts. “Donation” means cash, the value of any in-kind contributions or gifts to the council member for use by their office or in their district. The term “donor” includes an individual and spouse, a business entity, or and individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item. “Benefiting” as used in this section shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.
- B. Reporting of Contributions and Donations by Council member: Council members must verbally disclose the amount of any contributions or donations received totaling an aggregate of \$500 or more prior to discussion or vote on any council item benefiting the contributor or donor. This requirement includes any contribution received at any time during the council

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507875 | KHK

Redline Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

1

member's campaign(s) or term(s) of office for city council. Such member shall file a written notation with the City Clerk to be included with the agenda backup documentation. This disclosure shall be recorded in the minutes of the meeting. ~~If a member of the city council has received campaign contributions from a contributor totaling five hundred dollars or more subsequent to the date that the member last files a campaign finance report pursuant to state law, such member shall disclose the receipt of such contributions to the city council before any deliberation or vote of the city council regarding any matter on a meeting agenda which concerns or relates to the contributor(s) individual, business entity owned in whole or in part or operated by the contributor(s) or which employs the contributor(s), or any other time that the contributor(s) appears to address the council during the meeting.~~

- C. Reporting of Contributions and Donations by Contributors: No later than one week prior to the relevant Council meeting, a donor or contributor benefiting from an agenda item, and who has contributed or donated an accumulated total of \$500 or more to any current member of City Council or to the City through their office for use by the member's office or in their district at any time during their campaign(s) or term(s) of City office shall notify the City of the amount and to whom. It shall be the responsibility of the contributor or donor to report the contribution so the notice of the contribution is posted on the City Council agenda with the posting for the relevant item.

- D. ~~These is~~ requirements shall apply to all meetings of the city council.

- ~~E. Such disclosure shall be orally made by the member and shall be recorded in the minutes of the meeting.~~

C. If a member of the city council accepts a campaign contribution from a contributor of five hundred dollars or more, he shall report the amount and the donor by an item for notation on the consent agenda of a city council meeting within thirty days of the date of such contribution.

- F. No later than 30 calendar days after the end of each fiscal year, each member of Council shall file a report listing all campaign contributions and donations to the City for use by their office received during that fiscal year, to include the identity and address of each contributor or donor and total amount from each contributor or donor.

- G. No action of the council which is otherwise legal shall be invalidated merely by reason of the disclosure of a campaign contribution by a member of the city council or the failure of a member to disclose a campaign contribution or donation.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.120 is hereby amended to read as follows:

2.92.120 - Jurisdiction.

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507875 | KHK

Redline Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

The ethics review commission shall have jurisdiction to review alleged violations of Article II (Standards of conduct) of this chapter by officers, candidates, and political committees that occurred within two years of the complaint being filed. Additionally, the ethics review commission shall have jurisdiction over contributors and donors only to review alleged violations of Section 2.92.080 by individuals or business entities contributors or donors who have obligations under that section.

SECTION 3. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.130, Subsection (A)(5) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.130 remain in full force and effect:

(A)(5). Review, evaluate and issue determinations, impose sanctions and provide recommendations to the city council on complaints regarding officers, candidates, political committees, and for compliance with City Code section 2.92.080, contributors and donors described therein.

SECTION 4. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.160, Subsections (B) and (C) are hereby amended to read as follows, all other portions and subsections of City Code 2.92.160 remain in full force and effect:

2.92.160 Filing a complaint.

B. (1) Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes an officer, candidate, political committee, has violated Article II of this chapter within the last two years, may file a sworn complaint with the city clerk.

(2) Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes a contributor, donor, individual, or business entity has violated City Code section 2.92.080 within the last two years, may file a sworn complaint with the city clerk.

C. Any resident of the city (including a member of the ethics review commission) or natural person conducting business with the city who believes the city attorney, ~~or~~ the city manager or the chief internal auditor has violated Article II of this chapter within the last two years, may file a sworn complaint with the mayor and the mayor pro tempore.

SECTION 5. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.170 (Complaint review), Subsection (A) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.170 remain in full force and effect:

2.92.170 Complaint review.

A. The city clerk will review a filed complaint to ensure it is properly sworn and complete. If the complaint is missing required information, the city clerk will send the complaint back to the complainant through regular mail and/or electronic mail, and the complainant will have twenty-one days to correct the complaint and refile it otherwise the city clerk may reject the

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507875 | KHK

Redline Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

3

complaint. If the complaint is complete the city clerk will forward the complaint to the city attorney and the respondent within seven days. If the City Attorney refers the complaint to the ethics review commission under subsection 2.92.170(B)(2) below, respondent has fourteen days from notice to respondent of such receipt of the complaint to file a response with the city clerk.

SECTION 6. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.200 (Disposition), Subsection (D) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.200 remain in full force and effect:

2.92.200- Disposition.

D. If after hearing the issues, the ethics review commission determines through clear and convincing evidence that a violation of this chapter has occurred, then the ethics review commission may issue on of the following sanctions:

1. Letter of notification. A letter of notification may be issued when the ethics review commission finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.
2. Letter of admonition. A letter of admonition may be issued when the ethics review commission finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
3. Letter of reprimand. A reprimand may be issued when the ethics review commission finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
4. Recommend removal from office. In addition to a letter of reprimand, removal from office may be recommended to the city council for action when the ethics review commission finds that a serious or repeated violation of this chapter was committed by an officer intentionally or through culpable disregard of this chapter.
5. Issue a fine not to exceed \$500 payable to the City comptroller within 30 days of such order by the ethics review commission.

SECTION 7. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.92 (Ethics), Section 2.92.020 (Definitions), Subsection (10) is hereby amended to read as follows, all other portions and subsections of City Code 2.92.020 remain in full force and effect:

10. Contribution means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507875 | KHK

Redline Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92

~~The term does not include an expenditure required to be reported under Section 35.006(b), Texas Government Code.~~ In-kind expenses, as defined in this section, is not a contribution.

SECTION 8. Except as expressly herein amended, all other provisions of the El Paso City Code shall remain in full force and effect. Any violation of a provision of this ordinance shall be deemed illegal shall be severed and the remainder shall remain in effect. The requirements of this ordinance shall take effect 90 days from its adoption and publication in accordance with and as provided by law and the City Charter.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Kristen L. Hamilton-Karam
Deputy City Attorney

Laura D. Prine
City Clerk

ORDINANCE NO. _____

HQ2023-1209-City Attorney | TRAN-507875 | KHK

Redline Ordinance | Amending Sections and Subsections of Title 2 Chapter 2.92



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1563, **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, Mario M. D'Agostino, (915) 212-1069

AGENDA LANGUAGE:

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

Discussion and action on 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.

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

AGENDA DATE: December 5, 2023
PUBLIC HEARING DATE: December 5, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

Discussion and action on 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.

BACKGROUND / DISCUSSION:

On December 27, 2022 the United States Supreme Court issued an order allowing the injunction to remain in place until further review of the case can be carried out. 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.

PRIOR COUNCIL ACTION:

On November 7, 2023 the Mayor and City Council of the City of El Paso (the "City") passed the extension 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".

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Fire

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

**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 188,778 land border encounters in the month of October, 2023; and

WHEREAS, the El Paso sector of U.S. Customs and Border Patrol (“CBP”) had 22,107 land border encounters in the month of October, 2023 and a total of 22,107 encounters for federal fiscal year 2024; 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 November 2023, approximately 2,900 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

ORDINANCE NO. _____

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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN506682

Emergency Ordinance – December 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 2 of 5

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

ORDINANCE NO. _____

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.

(Signature begin on Following Page)

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN506682

Emergency Ordinance – December 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 4 of 5

PASSED AND ADOPTED, this ____ day of December, 2023.


THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

23-334-Fire Dept. | TRAN506682

Emergency Ordinance – December 2023 Extension– Migrant Wave Surge Staff with Resources & Supplies/KMN/JF/CLA

Page 5 of 5



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 23-1561, **Version:** 4

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Mario M. D'Agostino, (915) 212-1069

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

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

AGENDA DATE: December 5, 2023
PUBLIC HEARING DATE: December 5, 2023

CONTACT PERSON NAME AND PHONE NUMBER: Mario M. D'Agostino, (915) 212-1069

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 2. Set the Standard for a Safe and Secure City
SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

Discussion and action on an Emergency Ordinance extending Emergency Ordinance No. 019485 due to a humanitarian, security, and economic crisis resulting from a mass migration through El Paso.

BACKGROUND / DISCUSSION:

On May 11, 2023 Title 42 was lifted and the Federal Government continues to anticipate a significant increase in the flow of migrants through our area. The City of El Paso has determined that extraordinary measures must be taken to protect all people in and coming through the City. 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.

PRIOR COUNCIL ACTION:

On November 7, 2023 the El Paso City Council passed the extension 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").

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: Fire

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

DEPARTMENT HEAD:



ORDINANCE NO. _____

**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 2024, Southwest encounters were at 188,778; and

WHEREAS, the El Paso sector of CBP had 22,107 land border encounters in the month of October, 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

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN506696 | Emergency Ordinance extending Emergency ORD No. 019485 (December 2023)/May 2023 Migrant Crisis/JF/CLA

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, in September, 2023, the City purchased the former Morehead Middle School campus to serve as its Community Readiness Center to assist migrants on a short-term basis; 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

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN506696 | Emergency Ordinance extending Emergency ORD No. 019485 (December 2023)/May 2023 Migrant Crisis/JF/CLA

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.

(Signatures Begin on Following Page)

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN506696 | Emergency Ordinance extending Emergency ORD No. 019485 (December 2023)/May 2023 Migrant Crisis/JF/CLA

PASSED AND ADOPTED, this ____ day of December, 2023.

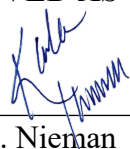
THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Deputy City Manager
Public Health & Safety

ORDINANCE NO. _____

HQ: #23-679-Fire | TRAN506696 | Emergency Ordinance extending Emergency ORD No. 019485 (December 2023)/May 2023 Migrant Crisis/JF/CLA



Legislation Text

File #: 23-1457, 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) 212-1750

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 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

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

AGENDA DATE: November 7, 2023

PUBLIC HEARING: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Bragalla, (915) 212 - 1750
Elizabeth Triggs, (915) 212 - 0094

DISTRICT(S) AFFECTED: District 4

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

Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

An Ordinance changing the zoning for the property described as Tract 1, Section 4, and Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from M-2 (Heavy Manufacturing) 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

BACKGROUND / DISCUSSION:

The proposed rezoning of the City-owned subject property located at 7000 Stan Roberts, south of the New Mexico State Line and Northwest of the intersection of U.S.-54 and Stan Robert Dr. from M-2 (Heavy Manufacturing) to C-4 (Commercial) is a downzoning intended to attract uses that better align with surrounding existing and future property uses.

The proposed downzoning of the 1,000+ acre property continues to maximize the use of the property from an economic development perspective while mitigating the potential negative externalities produced by any future use of the property on surrounding uses, including existing residential uses to the north and southeast and proposed future apartment uses to the south.

The rezoning is being proposed in conjunction with a condition release to improve the marketability and developability of the property, while also mitigating its impact on existing and future uses. Current development conditions were placed on the property as part of a rezoning case approved in 2021 to upzone the property from R-F (Ranch Farm) to M-2 (Heavy Manufacturing). At the time of the rezoning/upzoning, several conditions were placed on the property to protect nearby current and future land uses from the intensity and negative externalities potentially produced by a future use compatible with a Heavy Manufacturing/Industrial zoning district. of any future M-2 land use.

The proposed downzoning and subsequent condition release currently proposed are being requested in conjunction with one another as part of an economic development strategy to secure development of the 1,000+ acre property in a manner that maximizes use of the property while minimizing its impact on current and future surrounding land uses.

Downzoning to a less intense zoning district protects surrounding properties from negative externalities by reducing the impact of those externalities, thereby reducing the need for development conditions while also increasing the probability of future development by a capital intensive and/or large employer

PRIOR COUNCIL ACTION:

On December 14, 2021, City Council approved a rezoning from R-F (Ranch-Farm) to M-2 (Heavy Manufacturing) with conditions.

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 CHANGING 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 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.

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, the zoning of **Tract 3, Section 3 and Tract 1, Section 4, Block 80, Township 1, Texas & Pacific Railway Company Surveys**, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **M-2/c (Heavy Manufacturing/conditions)** to **C-4 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2023.

THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

HQ 23-1706 | Tran #505060 | P&I
Stan Roberts Sr.

PSRZ23-00038



ITEMS 26 & 27

7000 Stan Roberts Rezoning & Condition Release

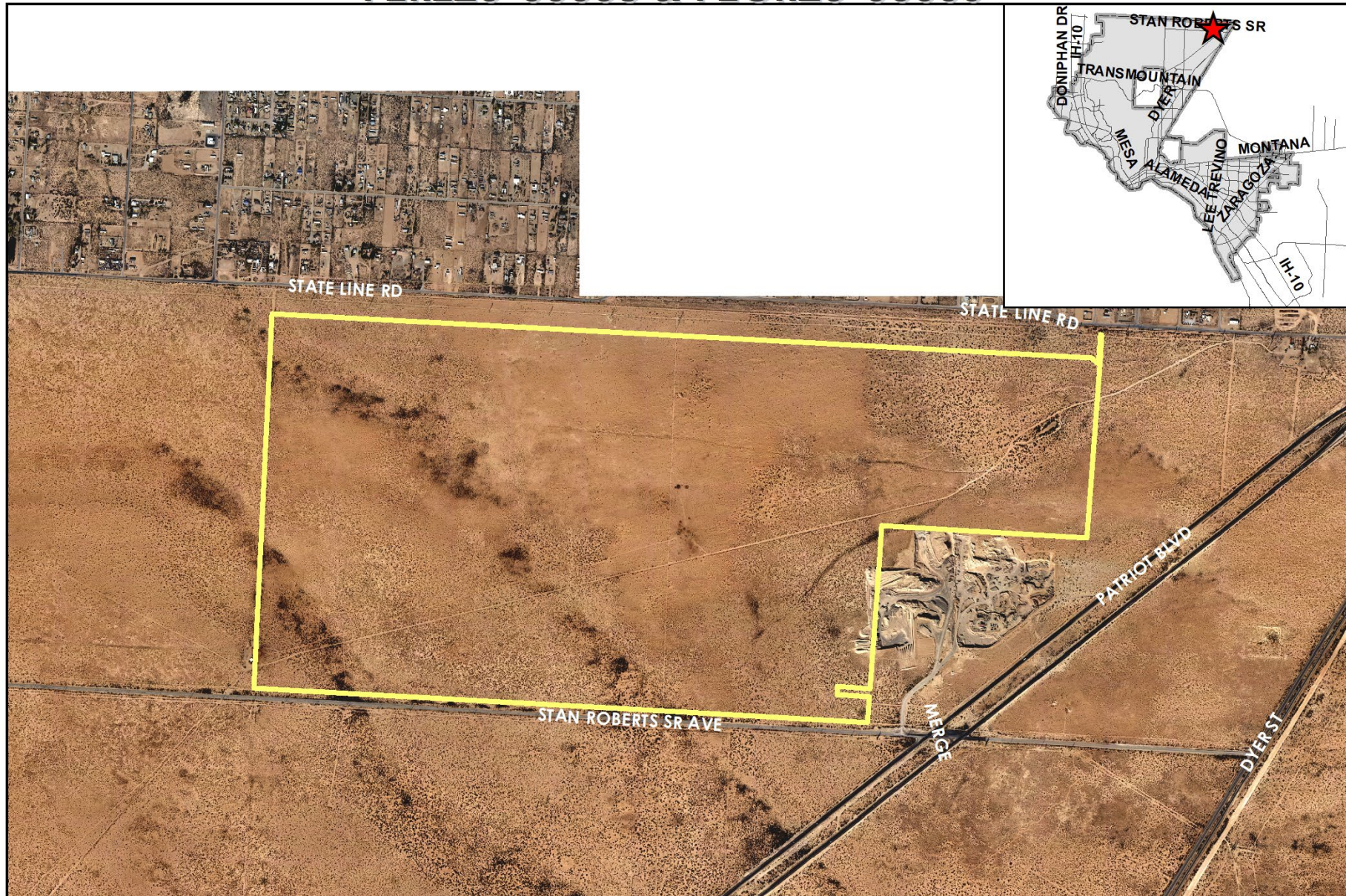
PZRZ23-00038 & PZCR23-00005

Strategic Goal 3.

Promote the Visual Image of
El Paso




PZRZ23-00038 & PZCR23-00005



Aerial

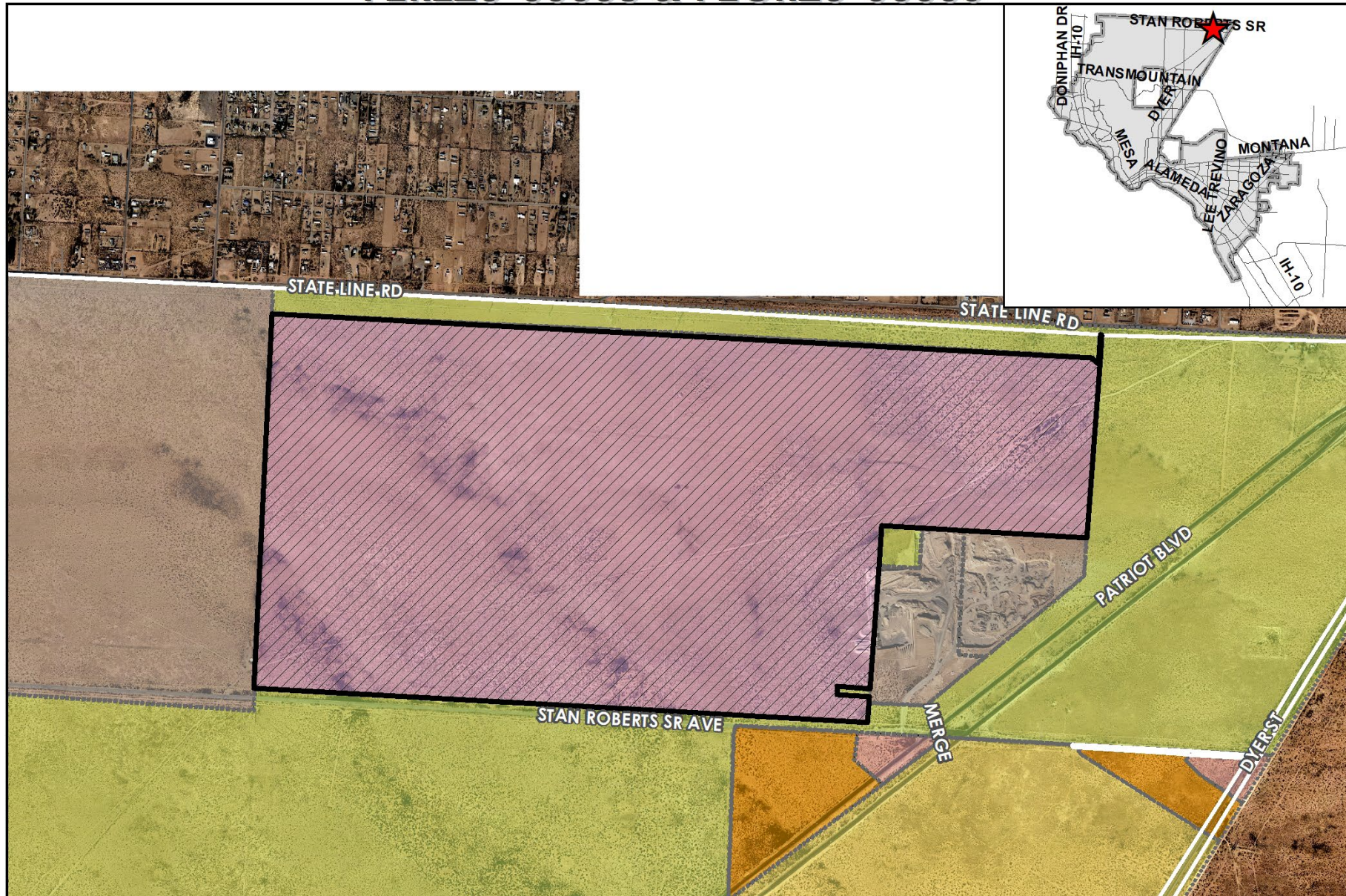
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 625 1,250 2,500 3,750 5,000
Feet





Existing Zoning

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



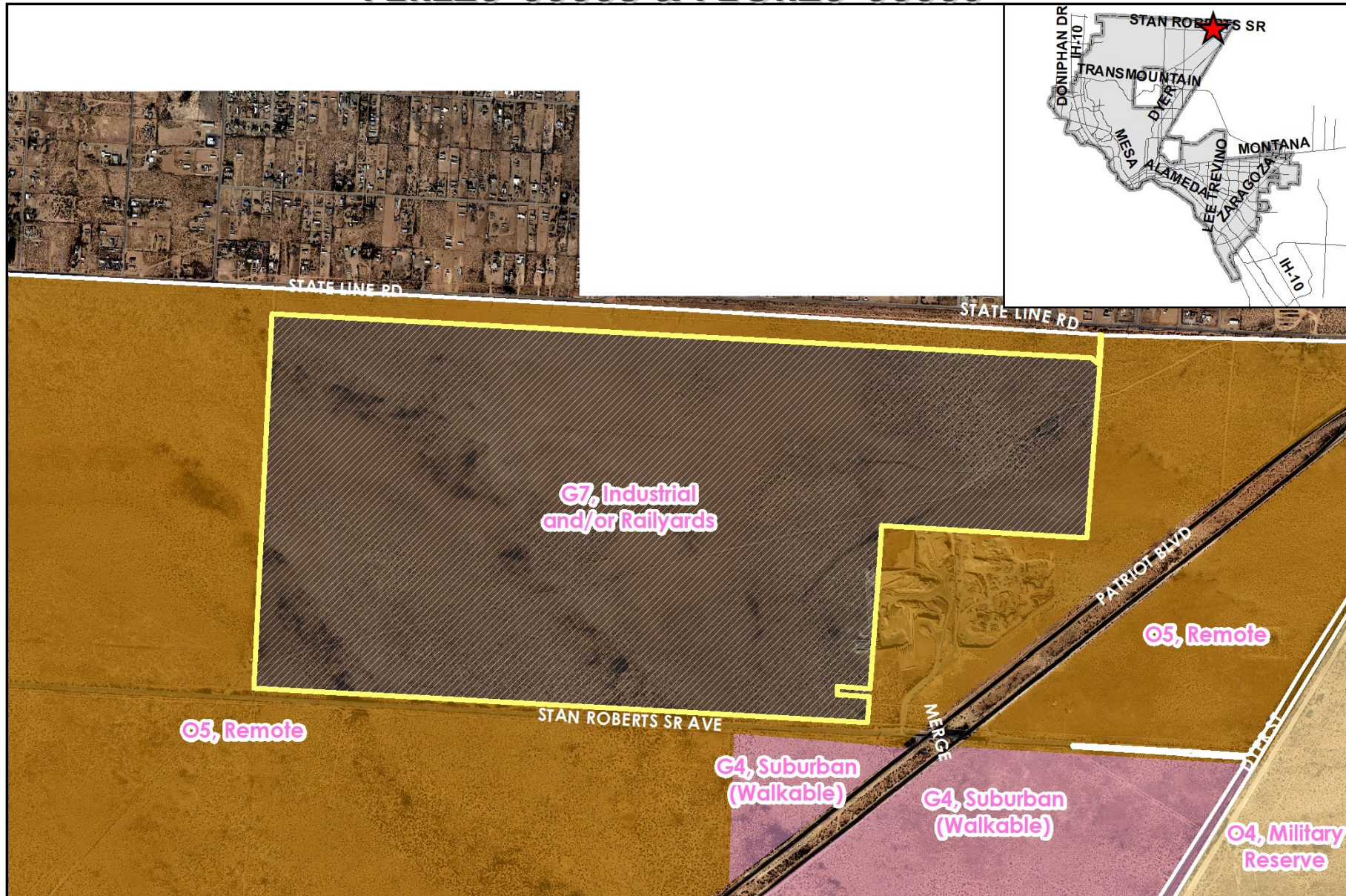
Subject Property

0 625 1,250 2,500 3,750 5,000 Feet



Existing Zoning Conditions

- Detailed Site Development Plan
- 25 foot, landscaped buffer along Stan Roberts Sr. Drive and full length of northern property line
- 10 foot parkway and 10 foot Hike/Bike along Stan Roberts Sr. Drive
- A six foot combination masonry-wrought iron wall abutting Stan Roberts Sr. Drive
- An eight foot masonry wall along the northern property line
- 500 foot setback from residential for all manufacturing, processing, repair, or storage uses
- An eight foot masonry screening wall for outdoor storage areas and industrial or manufacturing operations
- Prohibition of certain uses
- 28 foot height limit on light poles along Stan Roberts and the northern property line



Future Land Use Map

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 625 1,250 2,500 3,750 5,000 Feet





Subject Property

Surrounding Development



N



W

S



Public Input

- Staff has not received any communications in support or opposition to the request.





Recommendation

- Staff recommends approval of the rezoning and condition release request
- On November 16th CPC recommended approval (5-0)



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



Legislation Text

File #: 23-1458, 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 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

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

AGENDA DATE: November 7, 2023

PUBLIC HEARING: December 5, 2023

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Bragalla, (915) 212 - 1750
Elizabeth Triggs, (915) 212 - 0094

DISTRICT(S) AFFECTED: District 4

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

Goal 3 – Promote the Visual Image of El Paso

SUBJECT:

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

BACKGROUND / DISCUSSION:

The proposed condition release removes all conditions placed on future development of the City-owned subject property located at 7000 Stan Roberts, south of the New Mexico State Line and Northwest of the intersection of U.S.-54 and Stan Robert Dr.

The conditions in question were originally placed on the property as a condition to its rezoning from R-F (Ranch Farm) to M-2 (Heavy Manufacturing) in 2021. At the time of the rezoning/upzoning, several conditions were placed on the property to protect nearby current and future land uses from the intensity and negative externalities potentially produced by a future use compatible with a Heavy Manufacturing/Industrial zoning district. of any future M-2 land use.

However, the condition release currently proposed is being requested in conjunction with a downzoning of the property from M-2 (Heavy Manufacturing) to C-4 (Commercial). The proposed rezoning of the City-owned property is part of an economic development strategy to secure development of the 1,000+ acre property in a manner that maximizes use of the property while minimizing its impact on current and future surrounding land uses.

More specifically, the proposed zoning classification of C-4 (Commercial) permits less intense land use with fewer external impacts to surrounding properties relative to M-2 (Heavy Manufacturing), negating the need for the conditions previously placed on the property as part of the previous upzoning process.

Release of the conditions is crucial from an economic development perspective because current conditions on the property are cost prohibitive to new development, significantly and negatively impacting the sale price and developability of the property. Downzoning to a less intense zoning district protects surrounding properties from negative externalities by reducing the impact of those externalities, thereby reducing the need for development conditions and increasing the probability of future development by a capital intensive and/or large employer.

Revised 04/09/2021

PRIOR COUNCIL ACTION:

On December 14, 2021, City Council approved a rezoning from R-F (Ranch-Farm) to M-2 (Heavy Manufacturing) with conditions.

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 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.

WHEREAS, the zoning of the property described as 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, was changed by Ordinance No. 19274 approved by City Council on DECEMBER 14, 2021; and,

WHEREAS, the rezoning was subject to certain zoning conditions, and

WHEREAS, placement of such conditions were necessitated by and attributable to the increased intensity of use generated by the change of zoning; and,

WHEREAS, the owner (applicant) submitted an application requesting the removal all of the conditions because these conditions have been satisfied or are current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the conditions was held before the City Plan Commission, and the Commission recommended approval of the release of all conditions; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain conditions will protect the best interest, health, safety, and welfare of the public in general.

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

That all of the zoning conditions imposed by Ordinance No. 19274 approved by City Council on *DECEMBER 14, 2021*, on the portion of land identified in Exhibit "A" be released because the conditions have been satisfied and are no longer necessary, or are current requirements of the City Code.

Conditions as follows:

1. Prior to the issuance of building permits, a detailed site development plan shall be reviewed and approved by city council; and,
2. Prior to the issuance of building permits, a twenty-five (25) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the southerly property line along the subject property's frontage on stan roberts street. The buffer shall contain two rows, spaced

ORDINANCE NO. _____

PZCR23-00005

twenty (20) feet apart, of native, medium or large deciduous trees chosen from the cities plant list of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center. Fifteen (15) percent of the shrubs required by the landscape ordinance shall be located within this buffer; and,

3. The parkway abutting the subject property along stan roberts right-of-way shall be ten (10) feet and the sidewalk abutting the stan roberts right-of-way shall be constructed as a ten (10) foot hike and bike facility; and,

4. Prior to the issuance of building permits, a twenty-five (25) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the northerly property line. The buffer shall contain two rows, spaced twenty (20) feet apart, of medium or large native deciduous trees chosen from the cities plant list of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center; and,

5. Prior to the issuance of building permits, a combination masonry-wrought iron wall of three (3) feet in height of masonry and a minimum of three (3) additional feet of wrought iron shall be constructed and maintained along the entirety of the property line abutting the stan roberts right-of-way; and,

6. Prior to the issuance of building permits, a masonry wall of eight (8) feet in height shall be constructed along the entirety of subject property's northerly property line; and

7. All manufacturing, processing, repair, or storage uses shall maintain a five-hundred (500) foot setback from the property line along portions of the subject property that abut or are across the right-of-way from any residential zones or uses. Office uses may be located within this setback; and,

8. Prior to the issuance of certificates of occupancy, a masonry wall of eight (8) feet in height shall be constructed and maintained around any outdoor storage areas and industrial or manufacturing operations on the subject property.

9. The following uses shall be prohibited on the subject property:

- a. Sanitary landfills;
- b. Penal facilities, correctional facilities, and detention centers;
- c. Automobile wrecking yards;
- d. Shooting ranges.

10. All light poles within 20 feet of property line along stan roberts and the property line adjacent to new mexican state line shall not exceed 28 feet in height. All light fixtures shall be shielded and maintained in such a manner that the shielding is effective as described in the definition in el paso city code 18.18.060 for full cutoff light fixtures.

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. _____
HQ 23-1706 | Tran# 505061 | P&I
Stan Roberts Sr.
RTA

PZCR23-00005



ITEMS 26 & 27

7000 Stan Roberts Rezoning & Condition Release

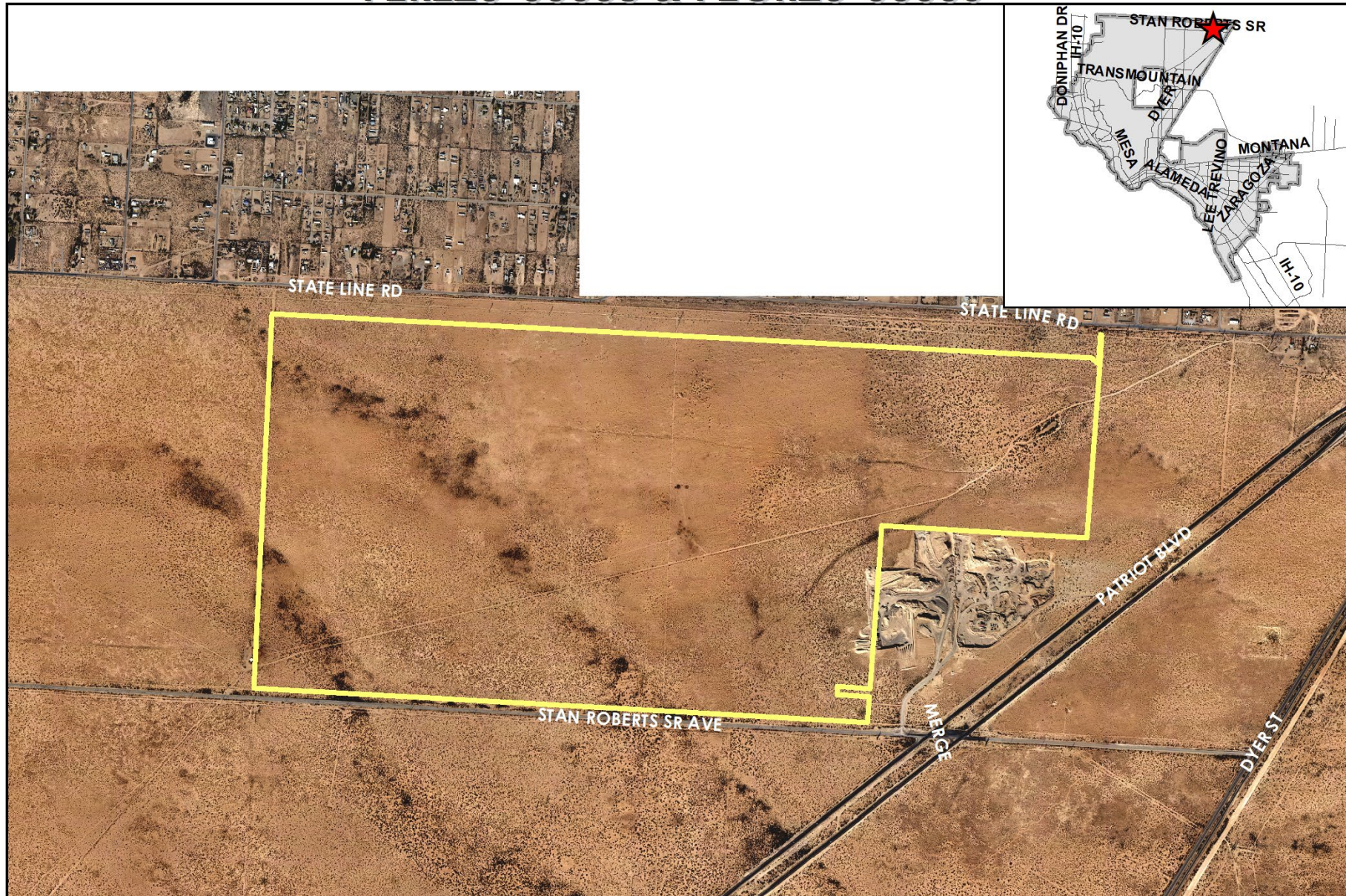
PZRZ23-00038 & PZCR23-00005

Strategic Goal 3.

Promote the Visual Image of
El Paso




PZRZ23-00038 & PZCR23-00005



Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

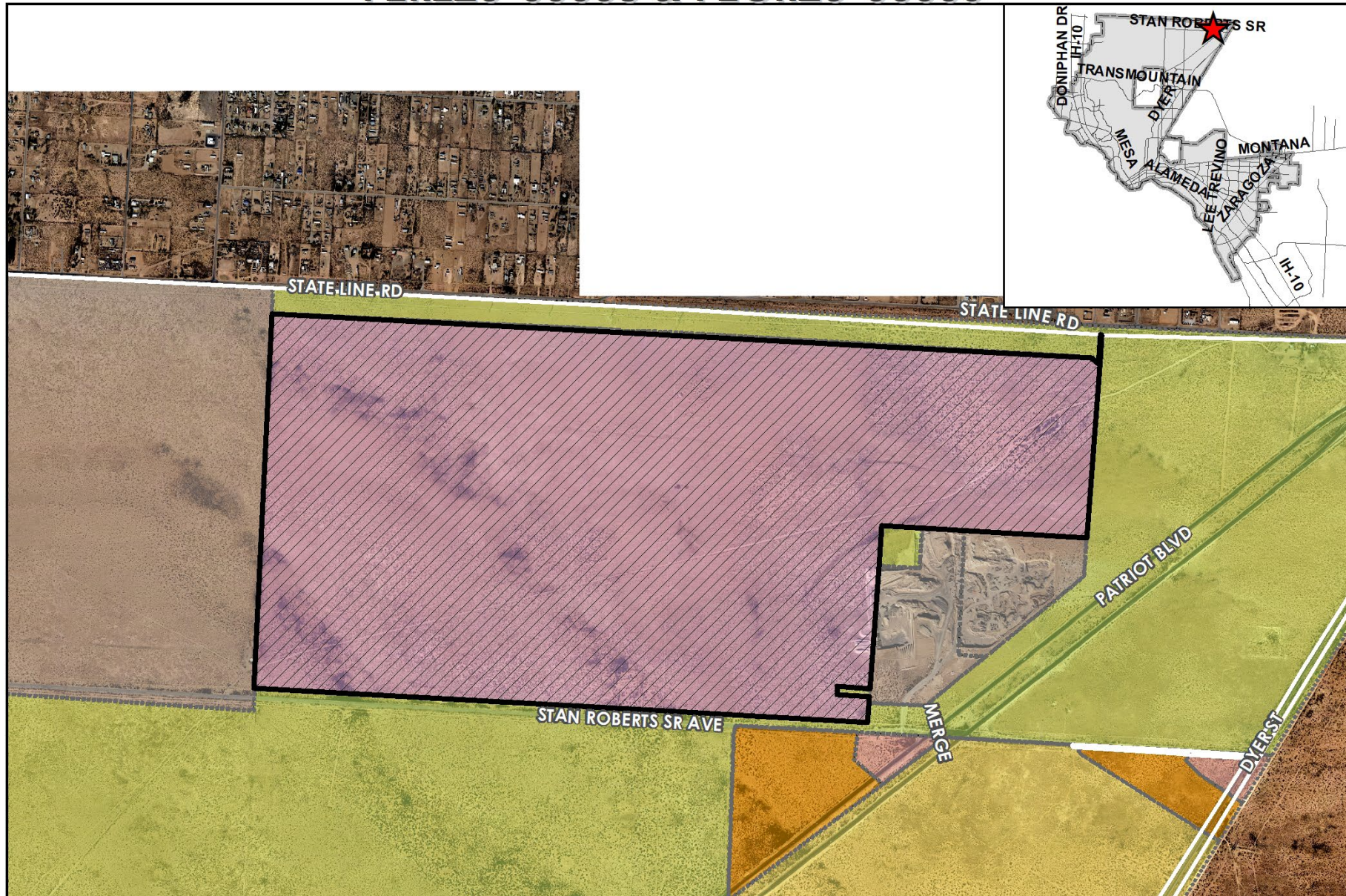


 Subject Property

0 625 1,250 2,500 3,750 5,000 Feet



PZRZ23-00038 & PZCR23-00005



Existing
Zoning

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



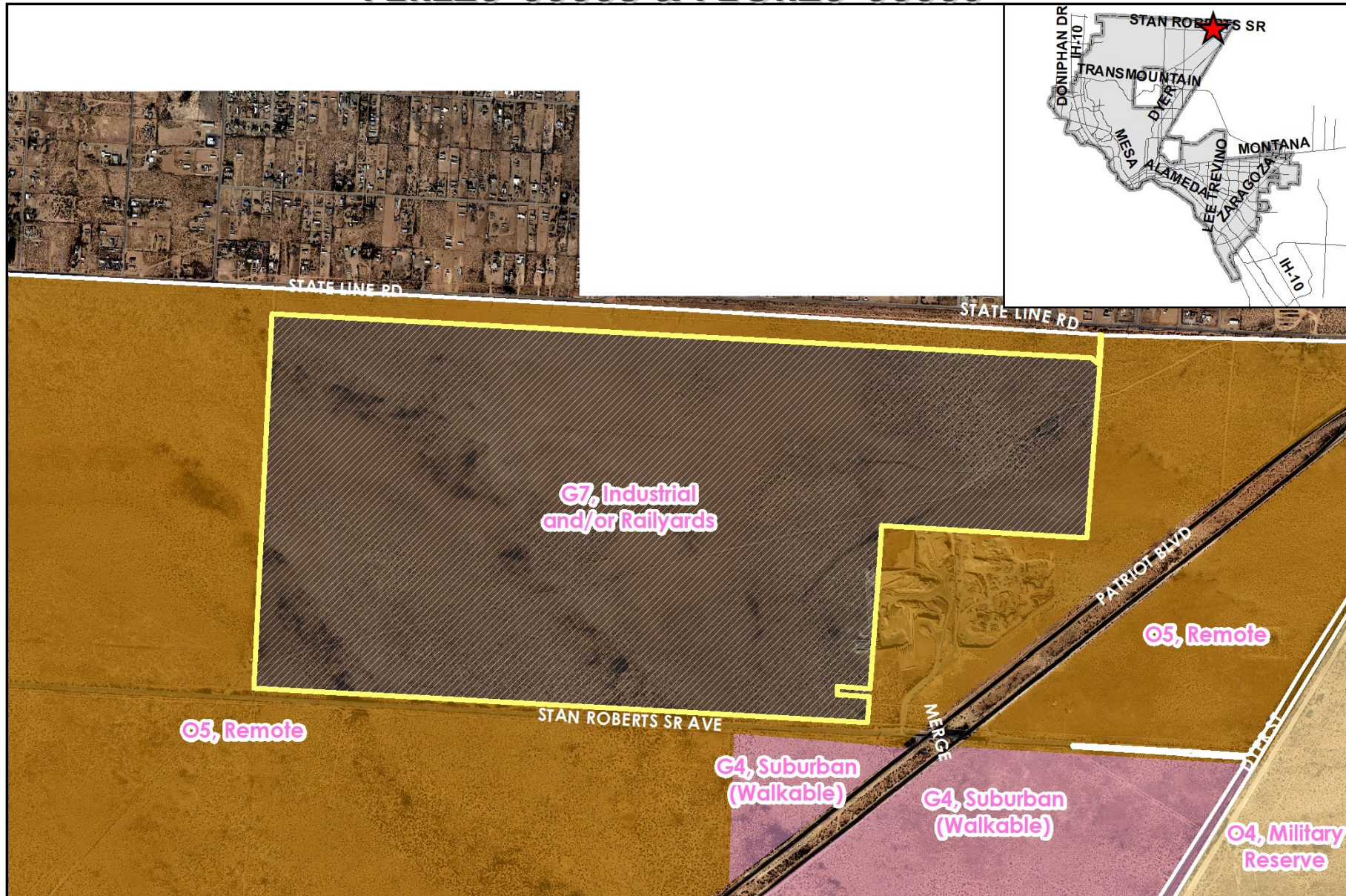
Subject Property

0 625 1,250 2,500 3,750 5,000 Feet



Existing Zoning Conditions

- Detailed Site Development Plan
- 25 foot, landscaped buffer along Stan Roberts Sr. Drive and full length of northern property line
- 10 foot parkway and 10 foot Hike/Bike along Stan Roberts Sr. Drive
- A six foot combination masonry-wrought iron wall abutting Stan Roberts Sr. Drive
- An eight foot masonry wall along the northern property line
- 500 foot setback from residential for all manufacturing, processing, repair, or storage uses
- An eight foot masonry screening wall for outdoor storage areas and industrial or manufacturing operations
- Prohibition of certain uses
- 28 foot height limit on light poles along Stan Roberts and the northern property line



Future Land Use Map

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 625 1,250 2,500 3,750 5,000 Feet



Subject Property

Surrounding Development



N



W

S



Public Input

- Staff has not received any communications in support or opposition to the request.





Recommendation

- Staff recommends approval of the rezoning and condition release request
- On November 16th CPC recommended approval (5-0)



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



Legislation Text

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 4. 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 4. 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.;

ADOPTED this ____ day of _____, 2023.

CITY OF EL PASO


Oscar Leaser,
Mayor

ATTEST:

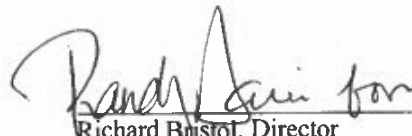
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Evvy A Sotelo
Assistant City Attorney



Richard Bristol, Director
Streets & Maintenance Department

ORDINANCE NO. _____

1 | Page



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.

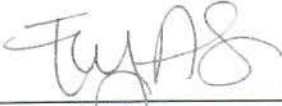
CITY OF EL PASO:

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

ORDINANCE NO. _____

HQ 23-1737 | Tran # 505538 | Streets & Maintenance
Pebble Hills RPD amendment
EAS



Legislation Text

File #: 23-1611, 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 Brascalla, (915) 212-1570

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

AGENDA LANGUAGE:

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

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.

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

AGENDA DATE: December 5, 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 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.

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, Worldwide LLC will make certain real and personal property improvements necessary to establish a data center. Total estimated costs to be invested by Worldwide 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.

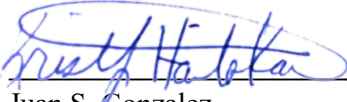
THE CITY OF EL PASO:

Oscar Leaser
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. _____

23-478-TRAN-506577-Seafox - JSG

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE

This Contract of Sale (“**Agreement**”) is made this _____ day of _____, 2023 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Seller**”) and Wurldwide LLC, a Delaware limited liability company (“**Buyer**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. **SALE AND PURCHASE.** Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. 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 78427 and 13470, as further described in **Attachment “A”**, the “**Property**”.
2. The groundwater estate related to the Property, including the Groundwater (as defined herein below) and Groundwater Rights (as defined herein below) are reserved by and for the Seller. 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 Buyer by El Paso Water (defined below) pursuant to the W&WW Agreement (defined below), surface water, and Buyer-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 Seller's limited rights therein, but only from adjacent land. The term “Groundwater Rights” shall expressly exclude any rights granted by El Paso Water to Buyer pursuant to the W&WW Agreement, including the right for Buyer to manage, store, recharge, and withdraw water from reservoirs and aquifers. Seller 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. 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.

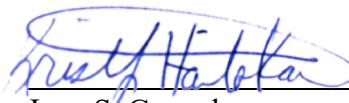
EXECUTED by Seller the ____ day of _____, 20__.

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

WURLDWIDE 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: _____

December 5, 2023



Worldwide, LLC (Meta Platforms, Inc.) Data Center Project:

Driving Economic Growth and Community Transformation

Items 30, 31, and 32

Goal 1. Cultivate an environment conducive to strong, sustainable economic development

Council Action Requested

Six actions are a **critical step** to facilitate the future construction and operation of a **hyperscale data center** in Northeast El Paso, fostering innovation, economic diversity and long-term prosperity for El Paso residents.

Background & Next Steps

6 Council Actions

Nov 2nd

- Notice of Chapter 312 Hearing Published

Nov 7th

- First Readings:
 - Down Zoning
 - Condition Release

Nov 16th

- CPC Hearing:
 - Down Zoning
 - Condition Release

Nov 21st

- Adopt Abatement Zone
- First Reading of Contract of Sale

Dec 4th

- Public Hearing for Contract of Sale
- **Chapter 380 Agreement**

Dec 5th

- **Contract of Sale**
- **Chapter 312 Agreement**
- **Down Zoning**
- **Condition Release**
- **Funding Intersection Improvements**

Overview:

Hyperscale Data Centers

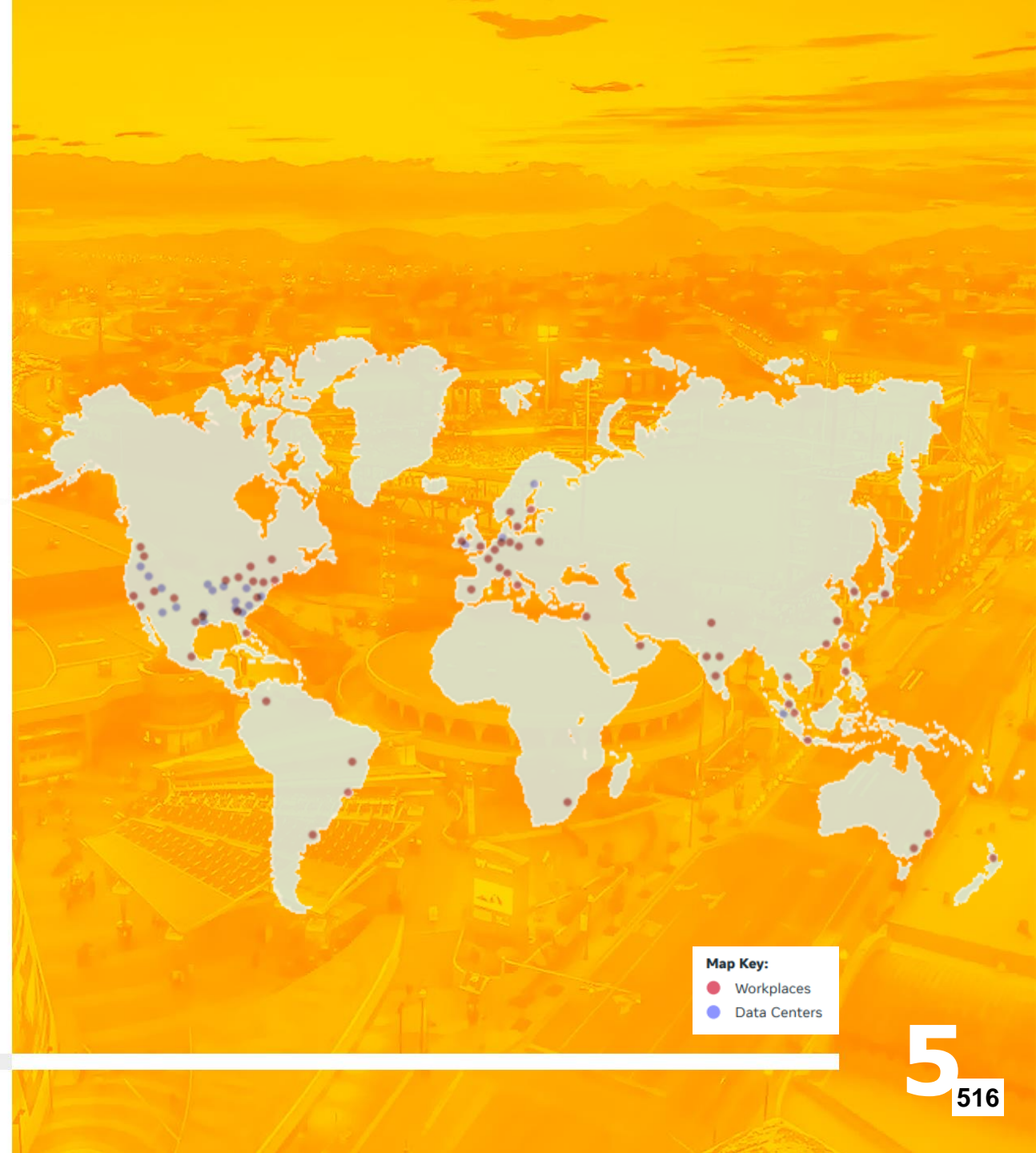
- Massive computing facilities designed for scalability and efficiency
- Imagine a technological campus covering acres, housing servers to process vast amounts of data
- Physical footprint, often covering the size of large shopping malls or several football fields combined
- Strategically located for efficient global internet connectivity



Overview:

Meta Platforms, Inc.

- Owns and operates Facebook, Instagram, Threads, WhatsApp, among others
- One of **Big Five** American information technology companies
- **Top 40** Fortune 500 company
- **3.96 billion people** using at least one core product monthly
- Workplace in 80+ cities worldwide
- **18 data center campuses** worldwide



Overview:

Meta's Data Center Campuses

- Serve as the **backbone** for Meta services
- Handle a **vast number of user requests** generated by Meta's platforms
- Employ **advanced technologies** to **ensure energy efficiency** through state-of-the-art cooling systems
- **Maintain net-zero emissions** by fully offsetting energy consumption with renewable energy sources
- **Strategically located worldwide** to ensure optimal global connectivity allowing for low-latency across different regions and efficient data transfer



Overview: Meta's Data Center Campuses

Company's **18 campuses** include 85 data center buildings

- On average, **2.2 million** square feet under roof per campus
- **\$1.1 billion** average capital investment per campus (not including equipment refreshes)
- On average, **196 FTEs** on-site at each data center campus

Meta's Largest U.S. Data Centers



Altoona, IA

- \$2.5 billion+ investment
- Est. 2013
- 400+ jobs
- 10 buildings
- 5 million+ sf
- 7 expansions



Prineville, OR

- \$2.0 billion+ investment
- Est. 2010
- 350+ jobs
- 11 buildings
- 4.6 million sf



Los Lunas, NM

- \$2.0 billion investment
- Est. 2016
- 400+ jobs
- 8 buildings
- 3.8 million sf
- 750 acres

Overview:

Economic Benefits for El Paso

1 Property Tax Contributions:

- **Substantial Revenue:** The data center's assessed value **yields millions in annual property tax revenues for all local entities**, even after incentives
- **Increased Tax Base:** This additional revenue means more resources for essential services, reducing reliance on residential taxes

2 Job Creation and Income Effects:

- **Employment Opportunities:** Construction generates hundreds of temporary jobs; operational roles offer steady employment for residents as technicians and engineers
- **New Tax Revenue Generation:** Income generated by these jobs becomes a new tax revenue source for local taxing entities through spending on goods and services

Overview:

Economic Benefits for El Paso

3

Economic Ripple Effects

- **Local Business Impact:** Increased data center demand boosts local businesses, leading to higher sales tax revenue
- **Hub for Innovation:** Creates a broader ecosystem of technological initiatives, research and development activities, and collaborations with local businesses and educational institutions

4

Infrastructure Improvements

- **Collaboration with Local Governments:** Collaboration results in upgrades to roads and utilities, enhancing the data center's efficiency and community infrastructure
- **Enhanced Economic Environment:** Improved infrastructure enhances shovel-readiness for surrounding properties, facilitating future development

Project Proposal: Summary

- **Project Description:** Worldwide, LLC (Meta) plans to construct one or more data center buildings and accessory uses on 1,039 acres of City-owned land.
- **Investment Magnitude:** The Company is committed to a minimum investment of \$800M in construction and personal equipment costs. Additional phases with similar investments may follow.
- **Economic Impact:** The City anticipates positive economic development resulting from the project, with the potential for substantial capital injection into the community.



Project Proposal: Summary

Incentive Proposal:

- To offset the cost associated with establishing and operating in El Paso and to **increase El Paso's competitiveness** as a future location for investment, the City proposes providing annual performance-based incentives to the Company.
- The incentives amount to **80 percent** of the City's portion of property tax revenue generated by the project **over a 25-year period** per phase, up to 5 phases, where each phase represents an \$800M investment.



Project Proposal: Summary

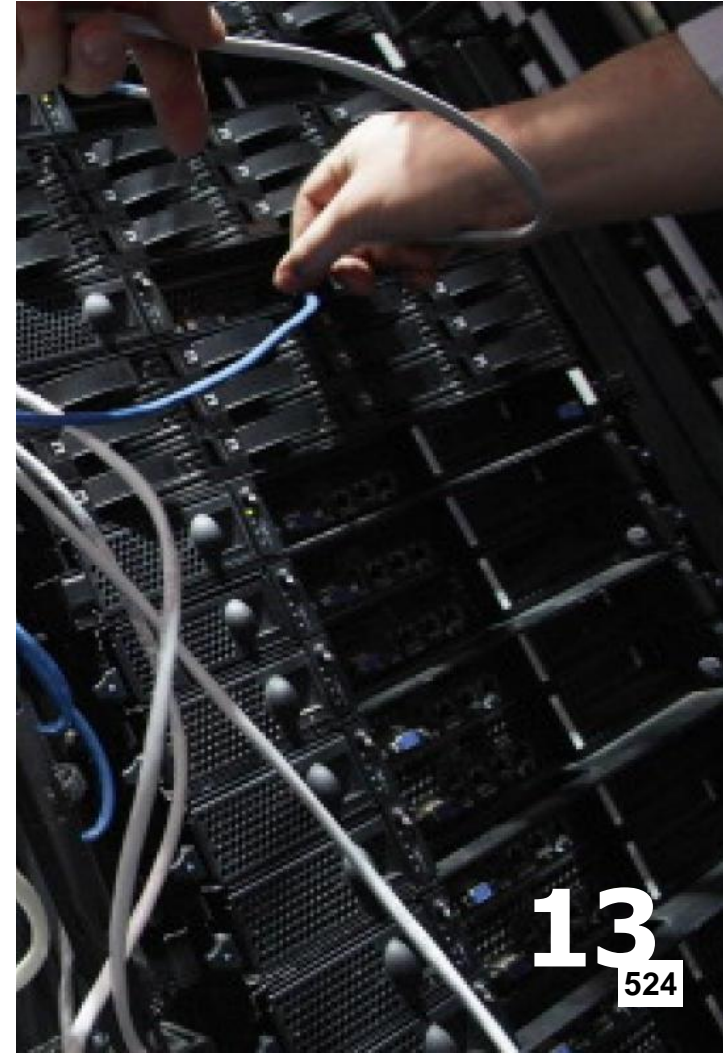
- **Tax Burden Impact:** The agreement aims to shift the tax burden away from residential taxpayers by encouraging commercial development and diversifying the tax base.
- **Phased Development:** The Company has the option to develop additional phases, each requiring a minimum \$800M expenditure. If so, the company may be eligible for separate 25-year property tax incentives for each phase, for up to five phases during the agreement's term.



Project Proposal: **Summary**

Job Creation Impact:

- The project will result in the creation of at least 50 quality full-time jobs, although existing data center campuses suggest approximately 200 full-time positions, including contractors.
- In addition, the project is expected to generate hundreds of temporary jobs during the construction phases(s), supporting the local construction industry and providing income for residents engaged in that construction.



Project Proposal:

Site Overview

- Approximately **1,039 acres**
- City Owned and managed
- Zoned M-2 with conditions
- Purchase price is appraised value of **~\$8.5 million** (or \$8,156.25 per acre)
- Access to existing electric utility infrastructure
- Offers opportunity to **scale + expand** operations over time



Project Proposal:

Initial Phase

Minimum Investment

- Minimum **\$800M** capital investment*
- \$400M in construction
- \$400M in equipment
- Approximately **800k** square foot building(s)

Equipment Refresh

- Equipment refreshed every **3.5 to 5 years**
- Estimated value of each refresh is at least **\$400M**

Job Creation

- Minimum **50 FTEs** on-site*
- Expect **200+ FTEs** at full ramp-up
- Expect **1,000+** skilled trade workers at peak construction

Over a 25-year period, each phase represents \$2.8 billion capital investment

Project Details: Party Obligations

Company

- Minimum \$800 million in real and personal property investment
- Minimum of 50 FTEs following completion
- Purchase 1,039 acres at market value (~\$8.5 million)
- Within 5 years of closing, minimum \$5 million infrastructure improvements + Stan Roberts improvements
- City may repurchase the land if minimum infrastructure improvements are not made within 5 years of closing

City

- Provide performance-based incentives as described on following slide for up to 5 phases, each phase representing a minimum \$800 million investment
- Incentives limited to a 35-year agreement term, encouraging Company to develop quickly to maximize incentive
- Cooperate in down-zoning to C-4, including condition release
- City to reimburse up to \$7.5M for its proportionate share of Stan Roberts (Texas Economic Development Fund is funding source)

Project Details: Incentive Proposal

Over 25-Year Incentive Period per Phase (capped at 5 phases)

City Property Tax Abatement / Rebate
(80% over 25 Years)
\$73.0M

County Property Tax Abatement / Rebate
(80% over 25 years)
\$36.0M

Park Fee Waiver
(one-time at 100%)
\$1.0M

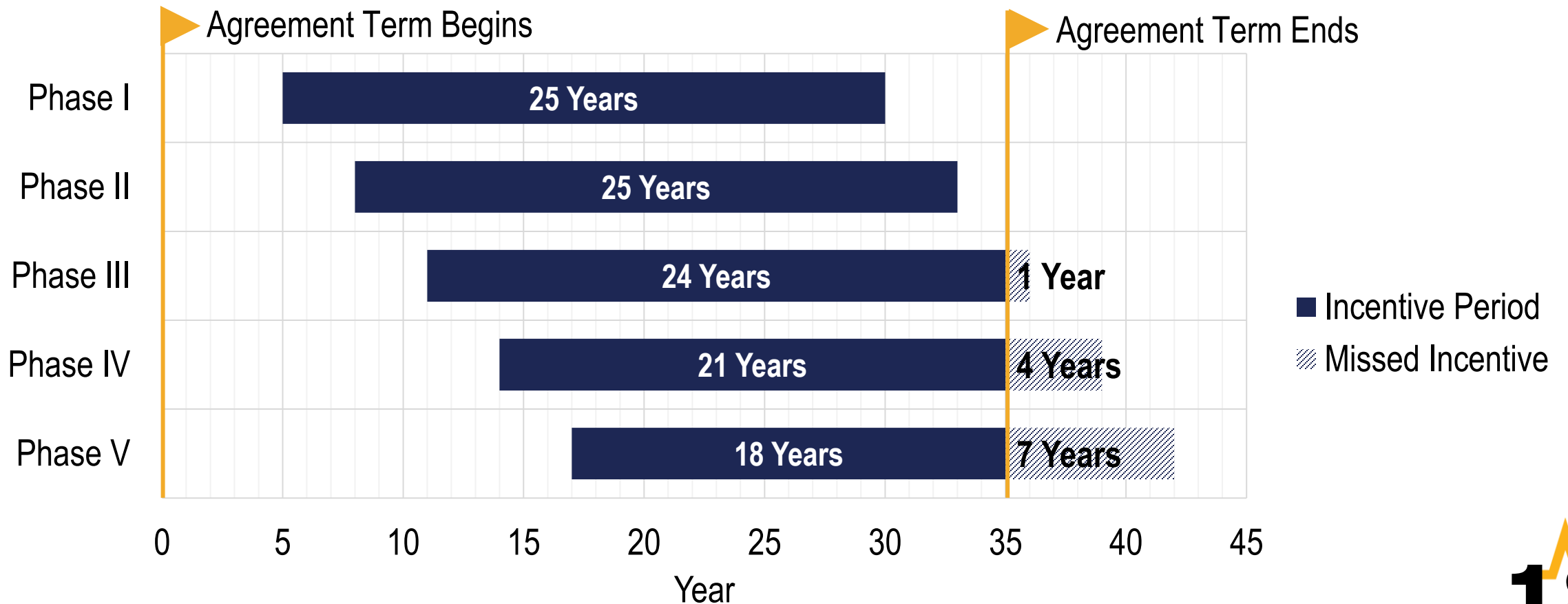
Building Permit Fee Waiver
(100%)
\$350,000

Total Local Incentive = \$110M

(3.9% of total on an estimated \$2.8B investment including equipment refreshes)

Project Details:

Illustration of “Shot Clock Approach”



Project Details: **Contract of Sale**

- Company to purchase **1,039 acres** of City-owned land in Northeast El Paso
- Purchase price set at market value of \$8,156.25 per acre (or **~\$8.5M**)
- Closing to occur on or before **April 18, 2024, subject to contingencies** to closing being satisfied; company retains discretion to waive contingencies
- Following closing, within 5 years, Company is obligated to:
 - Make minimum investment of \$5M in infrastructure improvements
 - Improve full width of Stan Roberts located adjacent to property

Project Details: Rezoning & Condition Release

- Two actions recommended:
 - **Downzone** from M-2 (Heavy Manufacturing) to C-4 (Commercial); and
 - **Release all conditions**
- **Less intense use** than what would be permitted in an M-2 zoning district, aligning with surrounding land uses and zoning classifications
- **City Plan Commission recommended unanimous approval** on November 16th
- Staff has not received communications in support or opposition of the request

Project Details: **Intersection Improvements**

- Resolution allocating **funding for intersection improvements** at US-54 and Stan Roberts Sr. Ave. in an amount **capped at \$5M**
- Improvements provide for improved connection to the future data center site and surrounding 3,000+ acres of undeveloped City land to the north and south of Stan Roberts, further **improving shovel-readiness of surrounding sites**
- Funding source is the **Texas Economic Development Fund**, established by the City's franchise agreement with El Paso Electric

Project Impact: *Initial Phase Economic Impact* (Operations + Construction)

Summary of Initial Phase Economic Impact Over 25 Years			
Impact	Direct	Indirect	Total
Jobs (FTEs On-Site)*	50.0	131.3	181.3
Annual Salaries/Wages	\$4.3M	\$5.2M	\$9.6M
Salaries/Wages over 25 Years	\$138.5M	\$167.9M	\$306.4M
Taxable Sales/Purchases over 25 Years**	\$2,060M	\$31.5M	\$2,091M

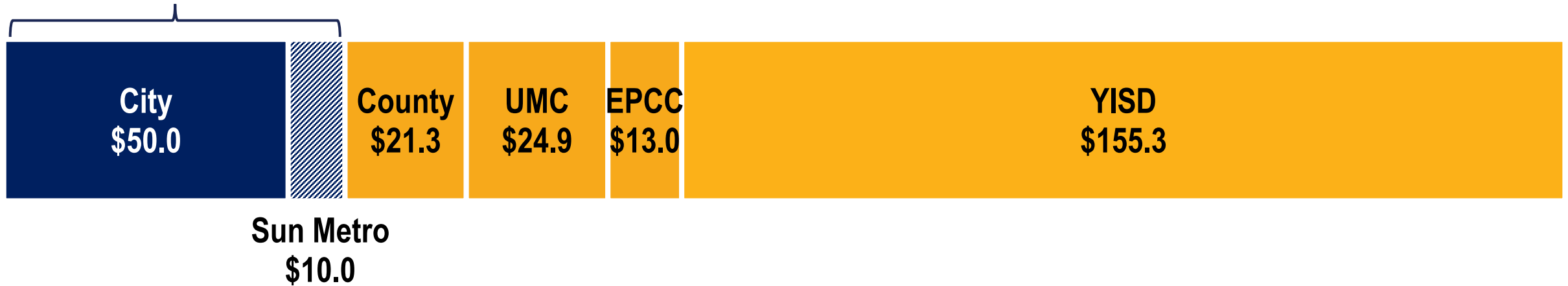
*Direct jobs assume an average annual salary of \$86,500

**Taxable Sales/Purchases includes sales resulting from temporary construction jobs (~1,000 at peak construction)

Project Impact:

Initial Phase Community Tax Benefit

\$60M new revenue to the City
(including \$10M in EPE Franchise Fees)



Tax Benefit after Incentives Over 25-Year Term = \$275M

Project Impact: Project Benefits

Property Tax Contributions

Substantial annual property tax revenues

Increased tax base, reducing reliance on residential taxes

Job Creation and Income Effects

Hundreds of jobs during construction

Steady roles for technicians and engineers

Income from jobs boosts local tax revenue

Economic Ripple Effects

Boosts local businesses, leading to higher sales tax revenue

Fosters technological innovation and collaboration

Infrastructure Improvements

Upgrades to roads and utilities enhance efficiency

Improved infrastructure accelerates future development

Council Action Requested

Six actions are a **critical step** to facilitate the future construction and operation of a **hyperscale data center** in Northeast El Paso, fostering innovation, economic diversity and long-term prosperity for El Paso residents.

Dec 4th

- Contract of Sale Public Hearing
- **Chapter 380 Agreement**

Dec 5th

- Contract of Sale
- Chapter 312 Agreement
- Down Zoning
- Condition Release
- Funding Intersection Improvements

MISSION



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

VISION



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



VALUES

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



Legislation Text

File #: 23-1566, 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 Brascalla, (915) 212-1570

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Tax Abatement Agreement ("Agreement") by and between the City of El Paso, Texas ("City") and Worldwide, LLC, a Delaware limited liability company ("Company") in support of the construction, in one or more phases which may extend over a period of years, one or more data center(s) and certain accessory uses on approximately 1,039 acres of land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the "Project"). Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of \$800,000,000.00 in construction and personal equipment costs for the Project ("Initial Investment"), City agrees to provide Company with annual property tax abatements in an amount equal to 80 percent of the aggregate property tax revenue attributable to the Initial Investment over a 10-year period beginning the calendar year following the year in which the Company provides documentation to the City that it has met its Initial Investment requirements ("Abatements"). Company may develop additional phases, each representing a minimum \$800,000,000.00 expenditure in construction and personal equipment costs; and if so, subject to the terms and conditions of the Agreement, shall be eligible for separate Abatements for each phase for up to five phases during the term of the Agreement.

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

AGENDA DATE: December 5, 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:

Discussion and action that the City Manager be authorized to sign a Tax Abatement Agreement ("Agreement") by and between the City of El Paso, Texas ("City") and Worldwide, LLC, a Delaware limited liability company, d/b/a Statue LLC ("Company") in support of the construction, in one or more phases which may extend over a period of years, one or more data center(s) and certain accessory uses on approximately 1,039 acres of land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the "Project"). Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of **\$800,000,000.00** in construction and personal equipment costs for the Project ("Initial Investment"), City agrees to provide Company with annual property tax abatements in an amount equal to 80 percent of the aggregate property tax revenue attributable to the Initial Investment over a 10-year period beginning the calendar year following the year in which the Company provides documentation to the City that it has met its Initial Investment requirements ("Abatements"). Company may develop additional phases, each representing a minimum **\$800,000,000.00** expenditure in construction and personal equipment costs; and if so, subject to the terms and conditions of the Agreement, shall be eligible for separate Abatements for each phase for up to five phases during the term of the Agreement.

BACKGROUND / DISCUSSION:

The City Council is considering authorizing the City Manager to sign an Economic Development Program Agreement with Worldwide, LLC, for the construction of one or more data centers and related facilities on approximately 1,039 acres of land in El Paso. The agreement proposes that Worldwide, LLC invest a minimum of \$800 million in construction and equipment costs for the project, with the city providing annual property tax abatements equal to 80 percent of the property tax revenue generated by this investment over a 10-year period.

Key Points:

1. **Project Description:** Worldwide, LLC plans to construct one or more data centers and accessory uses on a significant parcel of land in El Paso.
2. **Investment Magnitude:** The company is committing to an initial investment of at least \$800 million in construction and personal equipment costs. Additional phases with similar investments may follow.
3. **Economic Impact:** The City anticipates positive economic development resulting from this project, with the potential for substantial capital injection into the community.
4. **Tax Base Growth:** In return for the investment, the City has proposed providing annual property tax abatements to Worldwide, LLC. These grants would amount to 80 percent of the property tax

revenue generated by the project over a 10-year period, starting in the calendar year following the fulfillment of the initial investment requirements.

5. **Tax Burden Impact:** The agreement aims to shift the tax burden away from residential taxpayers by encouraging commercial development and diversifying the tax base.
6. **Phased Development:** Worldwide, LLC has the option to develop additional phases, each requiring a minimum \$800 million expenditure. If so, the company would be eligible for separate abatements for each phase, for up to five phases during the agreement's term.
7. **Job Creation Impact:** The Project will result in the creation of a minimum of 50 full-time jobs, offering diverse and quality job opportunities, and contributing to economic stability. In addition, the project is expected to generate temporary jobs during the construction phase(s), supporting the local construction industry and providing income for residents engaged in that construction.
8. **Multiplier Effects on Local Businesses:** Opportunities for local businesses to supply goods and services for the data center's operation will foster growth in ancillary industries and increase revenue for local businesses, diversifying the economy and potentially leading to additional job creation beyond the project.

In summary, the City of El Paso is considering a significant economic development opportunity with Worldwide, LLC, involving substantial capital investment in data center construction. The proposed agreement outlines a structured approach to incentivize this investment through property tax abatements, with the goal of fostering economic growth, diversifying the tax base, and relieving residential taxpayers of some of the burden.

PRIOR COUNCIL ACTION:

City Council has or will consider the following related items:

December 4, 2023

- **Contract of Sale:** City Council will consider the sale of 1,039 acres of City-owned land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the "Land") to Company for the development of one or more data center(s) and certain accessory uses.
- **Chapter 380 Economic Development Agreement:** City Council will consider a resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("380 Program Agreement") with Company for the annual property tax grant, subject to the terms and conditions of the 380 Program Agreement, in amount equal to 80 percent of the City property taxes generated by the project over a 15-year period, starting the twelfth calendar year following the year in which Company provides the City documentation demonstrating it has met the minimum investment requirement. Company has the option to develop additional phases, each requiring a minimum \$800 million expenditure; and if so, subject to the terms and conditions of the 380 Program Agreement, Company would be eligible for separate property tax grants in an amount equal to 80 percent of the City property taxes attributable to the investment for 15 years for each phase, for up to five phases.

December 5, 2023

- **Rezoning and Condition Release:** City Council will consider rezoning the Land from M-2 (Industrial) to C-4 (Commercial) to allow for the development and operation of one or more data center(s) on the Land; and will concurrently consider releasing all conditions currently running with

Revised 04/09/2021

the Land. On November 16, 2023, the City Plan Commission unanimously recommended approval of the proposed rezoning and condition release.

- **Stan Roberts Sr. Ave. and U.S. Highway 54 Intersection Improvements Funding Resolution:** City Council will consider a resolution allocating funding for intersection improvements to Stan Roberts and US-54 for the purpose of facilitating access to the Project. Improvements will be funded by the Texas Economic Development fund established through Ordinance No. 019022, the amended franchise agreement between the City and El Paso Electric Company; and in accordance with the Texas Economic Development Incentive Program, as approved by the City Council on January 20, 2021.

AMOUNT AND SOURCE OF FUNDING:

General Fund

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, on October 24, 2023, the City Council of the City (the “**City Council**”) adopted a resolution, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “City of El Paso Guidelines and Criteria for Tax Abatement Assistance” (the “**Policy**”); and

WHEREAS, the Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

WHEREAS, Worldwide LLC, a Delaware limited liability corporation (“**Company**”) is considering the purchase of approximately 1,038.948 acres of Land (defined herein) owned by the City and located on the northside of Stan Roberts Sr. Avenue, West of U.S. Highway 54 in the City. As of the Effective Date, the Land is located entirely within Reinvestment Zone No. 1, City of El Paso, Texas (the “**Zone**”) established by the City Council on November 21, 2023 by Ordinance No. _____ (the “**Ordinance**”); and

WHEREAS, if Company acquires the Land, contingent upon receipt of the tax abatement herein, Company proposes to construct in one or more phases, which may extend over a period of years, one or more Data Center(s) (as defined herein), as well as certain accessory uses or buildings located on the Land and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on the Land (collectively, the “**Project**”); and

WHEREAS, Company’s proposed Project, including its proposed construction of the Project Improvements (defined herein), will benefit the City by developing currently vacant land into a viable commercial operation with significant opportunities for employment and tax base growth. In recognition of the potential economic benefits that will accrue to the City as a result of the proposed Project, the City desires to enter into this Tax Abatement Agreement (“**Agreement**”) to provide economic incentives in return for verifiable commitments from Company with regard to improvements, employment and other benefits to be made or invested in the City; and

WHEREAS, the City has an interest in partnering with companies that give back to the local community and Company is a business that has a track record of being a good business partner; and

WEREAS, the development of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased

employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations; and

WHEREAS, the provisions of this Agreement, and the nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section IV of the Policy; and

WHEREAS, written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land; and

WHEREAS, the abatement granted under this Agreement is in conjunction with a broader economic development program governed by that certain 380 Economic Development Agreement between the City and Company pursuant to Chapter 380 of the Texas Local Government Code (the “**380 Program Agreement**”) to be executed substantially concurrent with this Agreement;

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

THAT the City Manager be authorized to sign a Tax Abatement Agreement (“Agreement”) by and between the City of El Paso, Texas (“City”) and Wurldwide, LLC, a Delaware limited liability company, d/b/a Statue LLC (“Company”) in support of the construction, in one or more phases which may extend over a period of years, one or more data center(s) and certain accessory uses on approximately 1,039 acres of land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the “Project”). Subject to the terms and conditions of the Agreement and provided that Company expends or causes to expend a minimum of **\$800,000,000.00** in construction and personal equipment costs for the Project (“Initial Investment”), City agrees to provide Company with annual property tax abatements in an amount equal to 80 percent of the aggregate property tax revenue attributable to the Initial Investment over a 10-year period beginning the calendar year following the year in which the Company provides documentation to the City that it has met its Initial Investment requirements (“Abatements”). Company may develop additional phases, each representing a minimum **\$800,000,000.00** expenditure in construction and personal equipment costs; and if so, subject to the terms and conditions of the Agreement, shall be eligible for separate Abatements for each phase for up to five phases during the term of the Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

PASSED AND APPROVED this _____ day of _____ 2023.

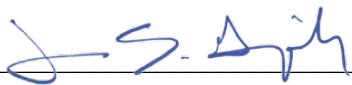
THE CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

STATE OF TEXAS §

COUNTY OF EL PASO §

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF EL PASO, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **WURLDWISE LLC**, a Delaware limited liability company, d/b/a Statue LLC (“**Company**”). The City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

A. On October 24, 2023, the City Council of the City (the “**City Council**”) adopted a resolution, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “City of El Paso Guidelines and Criteria for Tax Abatement Assistance” (the “**Policy**”); and

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

C. The Company is considering the purchase of approximately 1,038.948 acres of Land (defined herein) owned by the City and located on the northside of Stan Roberts Sr. Avenue, West of U.S. Highway 54 in the City. As of the Effective Date, the Land is located entirely within Reinvestment Zone No. 1, City of El Paso, Texas (the “**Zone**”) established by the City Council on November 21, 2023 by Ordinance No. 019562 (the “**Ordinance**”).

D. If Company acquires the Land, contingent upon receipt of the tax abatement herein, Company proposes to construct in one or more phases, which may extend over a period of years, one or more Data Center(s) (as defined herein), as well as certain accessory uses or buildings located on the Land and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on the Land (collectively, the “**Project**”).

E. Company’s proposed Project, including its proposed construction of the Project Improvements (defined herein), will benefit the City by developing currently vacant land into a viable commercial operation with significant opportunities for employment and tax base growth. In recognition of the potential economic benefits that will accrue to the City as a result of the proposed Project, the City desires to enter into

this Agreement to provide economic incentives in return for verifiable commitments from Company with regard to improvements, employment and other benefits to be made or invested in the City.

F. The City has an interest in partnering with companies that give back to the local community and Company is a business that has a track record of being a good business partner.

G. The development of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations.

H. The provisions of this Agreement, and the nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section IV of the Policy.

I. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

J. The abatement granted under this Agreement is in conjunction with a broader economic development program governed by that certain 380 Economic Development Agreement between the City and Company pursuant to Chapter 380 of the Texas Local Government Code (the “**380 Program Agreement**”) to be executed substantially concurrent with this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

380 Program Agreement has the meaning ascribed to that term in Recital J.

Abatement means (i) the abatement of eighty percent (80%) of the City's incremental ad valorem real property taxes on the Land and all improvements located on the Land, based on the increase in values of the Land and all improvements located on the Land over their values for the 2023 tax year (which is the year in which the Parties entered into this Agreement); and (ii) the abatement of eighty percent (80%) of the City's ad valorem taxes on Personal Property, based on the Taxable Value of the Personal Property.

Abatement Period for each Phase, respectively, shall mean a period of ten (10) calendar years beginning in the First Year of Abatement for each Phase, as applicable.

Affiliate means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company.

Applicable City Rules means all of the rules, regulations, ordinances and official policies of the City in force and effect.

Annual Area Median Wage means the median hourly wage as determined by the Bureau of Labor Statistics' Occupational Employment and Wage Statistics Program for all occupations within the El Paso Metropolitan Statistical Area, as adjusted on January 1st of each applicable calendar year, and multiplied by 2,080 hours; provided, however that in no event shall the applicable median hourly wage used to calculate the Annual Area Median Wage be less than the 2022 median hourly wage as currently established for the El Paso Metropolitan Statistical Area, which is \$16.43.

Annual Compliance Certificate has the meaning ascribed to that term in Section 4.4.4.

Business Day shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Texas. All other references to "days" hereunder shall mean calendar days.

City Council has the meaning ascribed to that term in Recital A.

Code has the meaning ascribed to that term in Recital B.

Commencement of Construction shall mean when clearing and grading on the land has commenced.

Commencement of Vertical Construction shall mean when Company or an Affiliate has executed a construction contract and commenced or caused the commencement of installation of footings for buildings to begin vertical construction on the Land.

Completion Date means the date as of which Company receives a temporary or permanent certificate of occupancy for one or more buildings or portion of a building on the Land. The Completion Date must occur on or before the Completion Deadline.

Completion Deadline means seven (7) years from the Commencement of Vertical Construction, subject to extension on account of Force Majeure, as provided in Section 23.

Comprehensive Plan means the City's Plan El Paso Comprehensive Plan, adopted pursuant to Ordinance No. 017751, adopted by the City Council on March 6, 2012.

Confidential Business Information has the meaning ascribed to that term in Section 19.

Construction Costs means the aggregate of the following costs expended or caused to be expended by or on behalf of Company or an Affiliate relating to construction and installation of Project Improvements and related infrastructure, including costs such as land acquisition; site development and construction costs; general contractor and subcontractor fees; the costs of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping; engineering fees and costs; surveying costs; fees of consultants; architectural and design fees; legal fees; financing costs and fees; zoning fees; building permit, development, and other city fees (if applicable); sewer basin fees; water and sewer tap fees; water, wastewater and thoroughfare impact fees (if applicable); insurance and taxes directly related to the construction of the Project Improvements; and other costs and fees for the construction and completion of the Project Improvements (or portion thereof).

Contract of Sale for the Land means that certain Contract of Sale for the Land entered into between the City as seller and Company as buyer, effective as of _____, 2023, as may be amended.

Data Center means one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators and mechanical and electrical yards), and equipment used for the transformation, transmission, distribution and management of electricity (including private substations), internet-related equipment, data communications connections, private communication towers, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the land and other related or associated uses, buildings or structures such as utility buildings; private utility facilities; office(s); buildings for support staff; warehousing for logistics, storage and/or other similar uses; cafeteria; guardhouse; diesel storage tanks; fuel storage for emergency generators; water storage tanks; security fencing; and other structures, improvements and appurtenants.

Effective Date has the meaning ascribed to it in Section 3.

El Paso Certified M/WBE Company means an El Paso Company that has received certification as either a minority-owned business enterprise (MBE), a woman-owned business enterprise (WBE) or a disadvantaged business enterprise (DBE) by the El Paso Hispanic Chamber.

El Paso Company(ies) means a business that has a principal business office located within the corporate limits of the City; and from such principal business office, performs a function or provides a service useful or necessary for construction of the Project Improvements. For the purposes of this definition, a “principal” office does not mean its headquarters and can be one of multiple offices throughout the State of Texas and/or the United States maintained by such company. An El Paso Company may or may not also be classified as an El Paso Certified M/WBE Company.

Employment Commitment has the meaning ascribed to it in Section 4.3.

Employment Commitment Date has the meaning ascribed to it in Section 4.3.

Employment Report has the meaning ascribed to it in Section 4.4.2.

EPCAD means the El Paso Central Appraisal District.

First Year of Abatement (i) for the Initial Project Improvements, shall mean the calendar year following the year in which Company provides the City with the Initial Completion Report; and (ii) for each Subsequent Phase, shall mean the calendar year following the year in which the Company provides the City with the Subsequent Investment Report for such Subsequent Phase, as applicable.

Force Majeure shall mean any delay due to any of the following acts or events: (i) transportation disasters, whether by sea, rail, air or land; (ii) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (iii) actions or failures to act of a governmental authority, including any changes to the plans and specifications required as a condition to issuance of any permits or any changes in laws or codes not reasonably foreseeable, and any delay in issuance of necessary permits by any governmental authority having jurisdiction, including unreasonable delays by the City (based on the then-current workload of the City department(s) responsible for undertaking the activity in question) in issuing any permits, consents, or certificates of occupancy or conducting any inspections of or with respect to the Land and Project Improvements, but excluding delays due to work conditions that violate applicable codes and regulations; (iv) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or the acts of God; (v) epidemics or pandemics (including the COVID-19 pandemic) or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (vi) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (vii) labor shortages or moratoriums; (viii) fire or other material casualty; (ix) mechanical failure of

equipment; (x) utility delays or interruptions; (xi) any emergency event that threatens imminent harm to property or injury to persons; (xii) any force majeure event or excusable delay under the general contractor's construction contract; (xiii) discovery or remediation of an environmental issue on the Land; (xiv) inability or delay in obtaining a permit or approval required for construction of Project Improvements; (xv) inability or delay in obtaining any easements needed for the Project or improvements related to the Project; and (xvi) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the control of such Party in the performance of its obligations hereunder.

Full-Time Job means a job located at or based out of the Project Improvements that: (i) is filled by an individual for (a) forty (40) hours per week or (b) less than forty (40) hours per week if such other measurement is used by Company or an Affiliate to define full-time employment in accordance with its then current personnel policies and regulations (including paid time off); and (ii) pays at least the Annual Area Median Wage. For example, if Company or an Affiliate has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, a job provided by Company or an Affiliate for at least thirty-five (35) hours per week shall be considered a Full-Time Job. A Full-Time Job is considered "based out of" the Project Improvements if the Full-Time Job is on the payroll at such location. A Full-Time Job may include remote employees so long as the remote employees are Regional Residents.

Initial Completion Report is defined in Section 4.4.1.

Initial Project Improvements means the first building, portion of a building, or group of buildings to be constructed and completed on the Land (including any Personal Property located therein) which meets the Investment Commitment, and may be designated by Company as the Initial Project Improvements (also referred to as Phase 1) or otherwise considered a part of the Initial Project Improvements in accordance with the terms of this Agreement, including but not limited to Section 4.2 herein.

Initial Project Improvements Boundary means the physical boundary in which the Initial Project Improvements are located, as identified by metes and bounds and a survey map provided by Company. The Initial Project Improvements Boundary shall be within Company's sole discretion.

Investment shall mean costs expended by or on behalf of Company or an Affiliate for (i) Construction Costs, and/or (ii) Personal Property.

Investment Commitment has the meaning ascribed to that term in Section 4.1.

Land means the real property described on **Exhibit "A"** which is attached hereto and incorporated herein by reference for all purposes under this Agreement, plus any additional land within a half-mile radius of the real property boundaries referenced on **Exhibit "A"** (i) located within the Zone or another reinvestment zone, and (ii) that is acquired by Company or an Affiliate subsequent to the Effective Date. If Company or an Affiliate acquires any such additional land, upon notice thereof to the City, this

Agreement shall automatically apply with respect thereto, and the definition of “Land” hereunder shall include such additional property regardless of whether the legal description of such additional property is attached hereto.

Mortgage means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

Mortgagee means the holder of a Mortgage on the Land.

Ordinance has the meaning ascribed to it in Recital C.

Personal Property means any personal property that (i) is subject to ad valorem taxation and is rendered for that purpose to the appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located in the City prior to the Effective Date.

Phase means the Initial Project Improvements and any Subsequent Phase, as applicable. The total number of Phases eligible for Abatement as described hereunder shall be limited to five (5) Phases. Each Phase will require one or more separately identifiable Tax Account(s) as further described in Section 4.2 herein.

Phase 1 means the Initial Project Improvements.

Policy has the meaning ascribed to that term in Recital A.

Project Improvements means improvements constructed on the Land.

Project has the meaning ascribed to that term in Recital D.

Project Improvements means improvements constructed or caused to be constructed on the Land by Company and/or an Affiliate.

Regional Resident(s) means individuals who reside (1) within El Paso County, Texas and/or (2) at any location within fifty (50) miles of the Land.

Reports means the Initial Completion Report, the Employment Report, and the Subsequent Investment Report(s) (if any).

Subsequent Investment Report or **Subsequent Investment Reports** has the meaning ascribed to that term in Section 4.4.3.

Subsequent Investment Threshold has the meaning ascribed to that term in Section 4.4.3.

Subsequent Phase means any building, portion of a building, or group of buildings (including any Personal Property located therein) constructed and completed on the Land subsequent to the Initial Project Improvements which meets the Subsequent Investment Threshold, and may be designated by Company or otherwise considered part of a Subsequent Phase in accordance with the terms of this Agreement, including but not

limited to Section 4.2 herein. Any Subsequent Phase(s) will be numbered in sequential order of development by Company in its discretion. By way of example, the second Phase shall be “Phase 2,” the third Phase shall be “Phase 3,” and so on and so forth. There is not a limit on the number of Phases.

Subsequent Phase Boundary means the physical boundary or boundaries in which a Subsequent Phase is located, as identified by metes and bounds and survey map(s) provided by Company. The Subsequent Phase Boundary shall be within Company’s sole discretion.

Tax Account means a business personal property account or a real property account established with and/or recognized by EPCAD or its successor that has an identifying property ID number.

Taxable Value means the appraised value as certified by the El Paso County Appraisal District, or its successor, as of January 1 of a given year.

Taxes means any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

Term has the meaning ascribed to that term in Section 3.

TPIA has the meaning ascribed to that term in Section 19.

Water and Wastewater Agreement means that certain Water and Wastewater Agreement between the Company and the El Paso Water Utilities Public Service Board, a component unit of the City (“**EPWater**”), pursuant to which EPWater agrees to provide water and wastewater services and certain infrastructure for the Project, all as more particularly described therein.

Zone has the meaning ascribed to that term in Recital C.

3. TERM.

This Agreement will take effect on the last date of execution of this Agreement by all Parties (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire thirty-five (35) years from the Effective Date (the “**Term**”). The Company may at any time and for any reason terminate this Agreement automatically upon notice thereof to the City, and upon such termination this Agreement shall be null and void and the Parties shall have no further rights or obligations with respect hereto.

4. COMPANY’S OBLIGATIONS AND COMMITMENTS.

4.1 Investment Commitment.

As conditions to receipt of the Abatement, subject to Force Majeure in accordance with Section 23 herein, (i) the Commencement of Construction must occur within five (5) years of the Effective Date; (ii) the Completion Date must occur on or before the Completion Deadline, and (iii) Company must expend or cause the expenditure by the Completion Deadline of an Investment of at least Eight Hundred Million Dollars (\$800,000,000.00) (the “**Investment Commitment**”). For the avoidance of doubt, the same Investment counted and reported for purposes of measuring attainment of the Investment Commitment under this Agreement will also be counted for purposes of measuring attainment of the Investment Commitment under the 380 Program Agreement.

4.2 Phasing; Timing of Development.

Company may develop the Land in one or more Phases extending over a period of years; and, if so, Company shall be eligible for separate Abatements for each Phase as provided herein, for up to five (5) Phases. Each Phase shall have a separate Abatement Period. Abatement Periods for separate Phases may run concurrently or sequentially. Company will designate separate Phases by providing notice to the City (a “**Designation Notice**”), which notice(s) may describe the Initial Project Improvements Boundary or a Subsequent Phase Boundary, as applicable, to describe what constitutes a Phase, without the necessity of further approval or signature of the Parties, with such updates being sequentially numbered. Along with the Designation Notice, Company will provide the applicable property ID number(s) for the Tax Account(s) applicable to such Phase. Company will work with EPCAD to establish one or more separate Tax Account(s) to distinguish the Land, Project Improvements and Personal Property that make up each Phase. Company may adjust the Initial Project Improvements Boundary or a Subsequent Phase Boundary to include additional land (and improvements/Personal Property thereon) not included in the initial boundaries of such Phase by providing notice of such boundary adjustment and updated legal description, survey map and applicable Tax Account information to the City. If Company completes new Investment after submitting the Initial Completion Report, but does not designate any Subsequent Phases, then all improvements on the Land (including all Personal Property) will be considered a part of Phase 1 and subject to the Abatement for the Phase 1 Abatement Period. Upon the City’s request, Company will provide any reasonable Tax Account information needed to determine the amount of the Abatement. Similarly, if Company designates Subsequent Phases and then later completes or installs additional improvements on the Land (including Personal Property) that were not designated as part of a Phase, such improvements shall be considered a part of the final Phase that Company designated and will receive the Abatement for the remainder of the Abatement Period for such final Phase. Upon the City’s request, Company will provide reasonable Tax Account information needed to determine the amount of the Abatement. By way of example, if Company designates five (5) Phases and then completes additional improvements and/or installs additional Personal Property, then all such additional improvements and/or Personal Property will be considered a part of Phase 5 and will be eligible to receive the

Abatement for the remaining Abatement Period for Phase 5. There is no cap on the amount of Investment or improvements that may constitute a Phase (e.g., what constitutes a Phase is not limited by the Investment reported in the Initial Completion Report or Subsequent Investment Report for each such Phase, as applicable).

The Designation Notice for Phase 1 may be (but is not required to be) provided in the Initial Completion Report. A Designation Notice for a Subsequent Phase may be (but is not required to be) provided in a Subsequent Investment Report. Notice of designation of a Phase under the 380 Program Agreement may also count as notice for designation of a Phase under this Agreement. Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently.

The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project Improvements in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project Improvements or any Phase or portion thereof; however, development of the Project Improvements (or Phase or portion thereof) in accordance with the terms of this Agreement is a condition precedent to receipt of the Abatement (for each Phase, as applicable).

4.3 Employment Commitment.

Within four (4) years following the Completion Deadline (“**Employment Commitment Date**”), Company will provide or cause to be provided at least fifty (50) Full-Time Jobs (the “**Employment Commitment**”). Thereafter, Company will maintain at least fifty (50) Full-Time Jobs during any remaining Abatement Period in which a Phase is receiving the Abatement. The Full-Time Jobs that are counted for the Employment Commitment are cumulative and may include Full-Time Jobs for any Phase. Otherwise stated, the fifty (50) Full-Time Jobs required herein is a total of at least fifty (50) Full-Time Jobs for all Phases combined (and it is not required to have fifty (50) Full-Time Jobs for each separate Phase). Jobs as of December 31 of the year they were created may be included for reporting purposes if they otherwise meet the requirements of being a Full-Time Job. Full-Time Jobs counted for purposes of measuring attainment of the Employment Commitment under this Agreement will also be counted for purposes of measuring attainment of the Employment Commitment under the 380 Program Agreement. Nothing in this Agreement shall be construed to require the Company to achieve the Employment Commitment; however, after the Employment Commitment Date, the Employment Commitment is a condition to receipt of the

full Abatement (for each Phase, as applicable). Failure to meet the Employment Commitment will have no effect on Abatement(s) already provided prior to the Employment Commitment Date, if any.

4.4 Reports and Filings.

4.4.1 Initial Completion Report.

Provided that the Completion Date occurred on or before the Completion Deadline, on or before April 30 of the first full calendar year following the calendar year in which the Completion Deadline occurs, Company must provide a written report to the City, substantially in the form attached hereto as **Exhibit “B”**, that confirms Company achieved the Investment Commitment (the “**Initial Completion Report**”). For the avoidance of doubt, in order to satisfy the reporting requirement for receipt of the Abatement for the Initial Project Improvements, Company is only required to submit sufficient documentation in the Initial Completion Report to show that at least \$800,000,000.00 in Investment was achieved (and shall not be required to submit additional documentation for any Investment that exceeds \$800,000,000.00). Provision of the Initial Completion Report under the 380 Program Agreement will also constitute provision of the Initial Completion Report under this Agreement. If the Completion Date occurs in a year prior to the year of the Completion Deadline, Company may submit the Initial Completion Report in an earlier year, in its sole discretion.

4.4.2 Employment Report.

On or before April 30 of the first full calendar year following the year in which the Employment Commitment Date occurs, Company must provide the City with a report that sets forth the total number of individuals who held Full-Time Jobs as of December 31 of the previous year, in the form attached hereto as **Exhibit “C”** (the “**Employment Report**”). Company may redact employee identification numbers and in no event will Company be required to provide social security numbers or other nonpublic personal information about the employees. If the Employment Commitment was not met, Company must include an explanation as to why Company believes the Employment Commitment was not met and the efforts that were utilized to meet the Employment Commitment. Provision of the employment report under the 380 Program Agreement will also constitute provision of the Employment Report provided under this Agreement.

4.4.3 Subsequent Investment Report.

At any time prior to expiration of the Term, Company may (but is not required to) file one or more “**Subsequent Investment Reports**” with

the City substantially in the form attached hereto as **Exhibit “D”**. Each Subsequent Investment Report shall confirm that Company has made or caused to be made additional Investment on the Land in an aggregate amount of at least \$800,000,000.00 (the “**Subsequent Investment Threshold**”), which may be comprised of additional Investment that was not outlined in the Initial Completion Report or a prior Subsequent Investment Report. For the avoidance of doubt, in order to satisfy the reporting requirement for receipt of Abatement for a Subsequent Phase, Company is only required to submit sufficient information in the Subsequent Investment Report for such Phase to show that the Subsequent Investment Threshold was achieved (and shall not be required to submit additional documentation for any Investment that exceeds \$800,000,000.00). The Subsequent Investment Report may include solely new real property improvements, solely Personal Property or a combination of both real property improvements and Personal Property that constitutes a Subsequent Phase. For the avoidance of doubt, Company shall not be obligated to submit any Subsequent Investment Reports and failure to submit any such reports shall not be a default hereunder or a condition to receipt of any Abatement for the Initial Project Improvements. Provision of the Subsequent Investment Report under the 380 Program Agreement will also constitute provision of the Subsequent Investment Report provided under this Agreement. As noted in **Section 4.2**, the Subsequent Investment Report may serve as Company’s notice to the City to designate a Subsequent Phase.

Notwithstanding any statement to the contrary herein, as stated in **Section 4.2**, Company may (but shall not be required to) designate one or more Phases. Any improvements (including Project Improvements and Personal Property) in excess of the improvements included as part of the Subsequent Investment Threshold for the final Phase that Company designates will be considered a part of such final Phase and shall receive the Abatement for any remaining Abatement Period of the final Phase. The “final” Phase may be Phase 1 if Company only designates one Phase.

4.4.4 Annual Certification.

Pursuant to the Code, Company is required to certify annually to taxing units that it is in compliance with the terms of the Agreement. Company will complete and certify annually to the City, during each year in which Company receives Abatement hereunder for any Phase, a certificate of compliance substantially in the form attached hereto as **Exhibit “E”** (the “**Annual Compliance Certificate**”), to be due not later than April 30 of each year of an Abatement Period, as applicable.

4.5 El Paso Companies and El Paso Certified M/WBE Companies.

Company intends to use commercially reasonable efforts to expend or cause the expenditure of a portion of the Construction Costs with El Paso Companies and El Paso Certified M/WBE Companies in the construction of the Project Improvements, in Company's discretion. For the avoidance of doubt, Company's failure to expend or cause the expenditure of a portion of the Construction Costs with El Paso Companies and/or El Paso Certified M/WBE Companies shall not be considered a default hereunder and such expenditures shall be within Company's sole discretion.

4.6 Intentionally Omitted.

4.7 Inspections of Land and Project Improvements.

From and after the date that Company submits any Reports, at a time scheduled by Company during Company's normal business hours and following at least thirty (30) calendar days' prior written notice to Company, but no more than once per calendar year, the City will have the right, in the remaining months of the calendar year in which Company submits any Reports, for up to two City employees to inspect and evaluate the Land and the Project Improvements solely in order for the City to ensure that the Project Improvements are made according to the terms and conditions of this Agreement. Notwithstanding the foregoing, Company shall have the right to require that any representative of the City be escorted by a representative or security personnel of Company during any such inspection and evaluation, and that any such City representatives follow all security rules and requirements of Company during any inspection. Company shall be able to exercise its sole, reasonable discretion in scheduling a requested inspection so as not to interfere with its operations or activity on the Land. Company may require that any and all individuals inspecting the Land or the Project Improvements must first sign a confidentiality agreement under which they agree to not discuss or publicize any information they observe during an inspection. Further, Company may require that any information or documents that the City representatives view as part of an inspection are left at the Project Improvements.

4.8 Real Property Ownership; Use of Land.

During any Abatement Period, Company or an Affiliate (or a permitted assignee in accordance with Section 10 herein) shall own or lease the Land and Project Improvements (or portion thereof) subject to Abatement. After the Completion Deadline during the Term, when in use, the Project Improvements must be used for a lawful use related to the support and/or operation of Company's commercial, business, retail, or industrial uses. Notwithstanding the terms of this Agreement, Company will have no obligation to construct the Project Improvements (including without limitation any Phase thereof) and may

elect to construct or not to construct the Project Improvements in its sole and absolute discretion.

5. TAX ABATEMENT.

5.1 Initial Project Improvements.

Subject to the terms and conditions of this Agreement, provided that Company achieves the Investment Commitment by the Completion Deadline, subject to all extensions of time allowed by this Agreement, the City hereby grants and Company will be entitled to receive the Abatement for the Initial Project Improvements beginning in the First Year of Abatement and continuing thereafter for each year of the Abatement Period; provided that, Company shall not be entitled to receive the Abatement after the expiration of the Term. For the avoidance of doubt, the Abatement shall apply to all Project Improvements and Personal Property that are a part of or installed in a building that is a part of the Initial Project Improvements, regardless of whether such improvements and/or Personal Property were specifically included in the notice designating the Initial Project Improvements pursuant to Section 4.2 or the Initial Completion Report.

5.2 Subsequent Phases.

Subject to the terms and conditions of this Agreement, for each Subsequent Phase that meets the Subsequent Investment Threshold, the City hereby grants, and Company will be entitled to receive, the Abatement for each such Subsequent Phase, beginning with the First Year of Abatement for each Subsequent Phase, as applicable, and continuing thereafter for each year of the Abatement Period for such Subsequent Phase(s), respectively; provided that, Company shall not be entitled to receive the Abatement after the expiration of the Term. For the avoidance of doubt, the Abatement shall apply to all Project Improvements and Personal Property that are a part of or installed in a building that is a part of each Subsequent Phase, respectively, regardless of whether such improvements and/or Personal Property were specifically included in the notice designating such Subsequent Phase, as applicable, pursuant to Section 4.2 or the Subsequent Investment Report for such Phase.

5.3 Commencement of Abatement Period.

City and Company agree and acknowledge that the commencement of the Abatement Period for each Phase, as applicable, is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Code, but that no Abatement Period for a single Phase will exceed ten (10) years for any Phase in compliance with Section 312.007 of the Code. The Abatement Period(s) for separate Phases may run concurrently or successively.

5.4 Remaining Taxes Not Abated.

During any Abatement Period, Company shall be subject to all taxation not abated, including but not limited to the remaining 20 percent of the City's ad valorem taxes on the Land, the Project Improvements, and the Personal Property.

6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1 Failure to Meet Investment Commitment.

If the Completion Date does not occur on or before the Completion Deadline, or if the Investment Commitment is not met by the Completion Deadline, the City shall have the right to terminate this Agreement by providing written notice to Company without further obligation to Company as its sole and exclusive remedy.

6.2 Failure to Timely Cause Commencement of Construction.

If Commencement of Construction does not occur within five (5) years of the Effective Date, the City shall notify Company in writing and Company shall have ninety (90) calendar days from receipt of the City's notice of such failure to cure such failure. If Company does not cure the failure within such ninety day period, then, as the City's sole and exclusive remedy under this Agreement, the City may (i) reduce the Abatement Period for Phase 1 for each year that the Commencement of Construction is delayed beyond the initial five (5) years. By way of example, if the Commencement of Construction occurs more than five (5) years after the Effective Date but on or prior to the sixth anniversary of the Effective Date, then the City may reduce the Abatement Period for Phase 1 from ten (10) years to nine (9) years. Failure to cause the timely Commencement of Construction shall only impact the Abatement Period for Phase 1. For the avoidance of doubt, the City may have other, separate remedies for failure to timely cause the Commencement of Construction under the Contract of Sale for the Land.

6.3 Failure to Meet Employment Commitment.

In any year after the Employment Commitment Date in which Company is eligible to receive the Abatement, if the employment level does not meet the Employment Commitment set forth in Section 4.3, the City shall notify Company in writing detailing the specific alleged failure and Company shall have one-hundred eighty (180) calendar days from receipt of the City's notice of such failure to cure such failure. If Company does not cure the failure within such one-hundred eighty day period, then the City may reduce the amount of any Abatement(s) Company is eligible to receive for that year as set forth herein, as its sole and exclusive remedy. Notwithstanding the foregoing, if Company meets the

Employment Commitment in the following years, Company shall be entitled to the full amount of the Abatement for such years.

6.3.1 After the Employment Commitment Date and subject to the notice and cure period set forth above, if the number of Full-Time Jobs falls below the Employment Commitment of fifty (50) Full-Time Jobs, but does not fall below forty-one (41) Full-Time Jobs (i.e., the number of Full-Time Jobs provided is between 41-49), any Abatement(s) for that year will be reduced by eight percent (8%) for each one Full-Time Job deficiency for that year. By way of example, a total of forty-five (45) Full-Time Jobs would be a deficiency of five (5) Full-Time Jobs, which would mean a forty percent (40%) reduction in the Abatement from eighty percent (80%) to forty percent (40%).

6.3.2 After the Employment Commitment Date and subject to the notice and cure period set forth above, if the number of Full-Time Jobs falls below forty-one (41) Full-Time Jobs (i.e., 40 or less), the Company will not be eligible for the Abatement in that year. Company will still be eligible in future years to receive the Abatement if Company meets the Employment Commitment in future years.

6.4 Failure to Pay City Taxes.

A default shall occur if any City taxes owed on the Land or on Personal Property owned by Company, become delinquent and Company does not pay such taxes, cause such taxes to be paid or properly follow the legal procedures for protest and/or contest of any such taxes within the cure period specified herein. If any City taxes owed on the Land or on the Personal Property owned by Company become delinquent, the City shall notify Company in writing and Company shall have sixty (60) calendar days to cure such default. If the default has not been cured by such time, the City shall have the right to terminate this Agreement (limited to and solely with respect to the applicable Phase that has delinquent City taxes) immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity necessary to collect such delinquent taxes, as the City's sole and exclusive remedies. Either payment of such taxes or initiation of and ongoing engagement in legal proceedings for protest and/or contest of such taxes shall constitute a full cure. Notwithstanding anything to the contrary herein, Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes, and to contest the appraised value of the Land and any improvements or Personal Property located thereon.

6.5 Foreclosure.

Subject to any rights of a Mortgagee hereunder, upon the occurrence of any of the following events, the City will have the right to terminate this Agreement (with respect to the applicable Phase(s) for which the event occurs), as

its sole and exclusive remedy, immediately upon provision of written notice to Company of: (i) the completion of an action to foreclose or otherwise enforce a lien, Mortgage or deed of trust on the Land or improvements located on the Land; (ii) the involuntary conveyance to a third party of the Land or improvements located on the Land; or (iii) the appointment of a trustee or receiver for the Land or improvements located on the Land.

6.6 Failure to Submit Reports.

If Company fails to submit the Initial Completion Report in accordance with Section 4.4.1, the Employment Report in accordance with Section 4.4.2, and/or the Annual Compliance Certificate in accordance with Section 4.4.4, the City shall provide written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of such written notice, the City will provide a second written notice to Company. If Company fails to provide the Initial Completion Report within thirty (30) calendar days following receipt of this second written notice, as its sole and exclusive remedy, the City may (but is not required to) delay the First Year of Abatement for Phase 1 until the calendar year following the year in which Company provides the City with the Initial Completion Report. If Company fails to provide the Employment Report and/or the Annual Compliance Certificate within thirty (30) calendar days following receipt of this second written notice, as its sole and exclusive remedy, the City may (but is not required to) delay the Abatement for the year in which the Employment Report and/or the Annual Compliance Certificate, as applicable, was due (for any applicable Phase(s) subject to Abatement) until Company provides the City with the Employment Report and/or Annual Compliance Certificate, as applicable. For the avoidance of doubt, failure to submit the Initial Completion Report, the Employment Report and/or the Annual Compliance Certificate shall not be a default hereunder, but the City may withhold the Abatement until the City receives such reports.

6.7 Knowing Employment of Undocumented Workers.

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Abatement received by

Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 6.7, “**Simple Interest**” is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Company pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Company hereunder is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.04)]$, which is \$12,000. This Section 6.7 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

6.8 General Breach.

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if such Party breaches any material term or condition of this Agreement and such breach remains uncured after sixty (60) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than sixty (60) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure), the non-breaching Party, will have the right to terminate this Agreement (with respect to the applicable Phase(s) in which an uncured breach occurred) immediately by providing written notice to the other Party. Notwithstanding the foregoing, the aforementioned cure period shall not be applicable to any monetary obligations of a Party hereunder. For the avoidance of doubt, a Party shall not be considered in default unless and until such Party receives a notice of default and fails to cure such failure within the cure period stated herein. In the event of City’s default that is not cured within any applicable cure period, Company may terminate this Agreement, pursue an action for specific performance, or seek any other remedy allowable at law or in equity, except as limited by Section 6.11 herein.

6.9 City’s Sole Remedy in the Event of Breach.

Except as otherwise specifically provided herein, the City’s sole remedy in the event of Company’s uncured breach of any condition or obligation under this Agreement will be the City’s right to terminate this Agreement (with respect to the applicable Phase(s) in which an uncured breach occurred), after expiration of the applicable notice and cure period, upon written notice to Company of such termination and a detailed explanation citing the City’s right to such termination. In addition, except as required by Section 6.7 and Section 6.10 of this Agreement,

Company will not be required to repay any Abatement or property tax revenue lost as a result of this Agreement.

6.10 Repayment for Failure to Meet the Investment Commitment and Cause the Completion Date to Occur.

If the City elects to terminate this Agreement due to Company's failure to (i) achieve the Investment Commitment by the Completion Deadline, and/or (ii) cause the Completion Date to occur by the Completion Deadline, as authorized by Section 312.205(a)(4) of the Code, Company must pay the City any taxes that were abated in accordance with this Agreement and which otherwise would have been paid to the City in the absence of this Agreement. The City and Company agree that this amount is a reasonable approximation of actual damages that the City will incur as a result of an uncured failure by Company to achieve the Investment Commitment by the Completion Deadline and/or cause the Completion Date to occur by the Completion Deadline. This amount shall be due, owing and paid to the City within sixty (60) days following the effective date of termination of this Agreement by the City (if any). In the event that all or any portion of this amount is not paid to the City within sixty (60) days following the effective date of termination of this Agreement, Company shall also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest.

6.11 Mutual Waiver of Consequential Damages.

Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

6.12 No Cross-Defaults.

Notwithstanding any statement to the contrary in this Agreement, all terms, conditions and obligations of this Agreement shall apply to each Phase independently. By way of example and for the avoidance of doubt, in the event of a default with respect to Phase 3 (if Company chooses, in its sole discretion, to develop Phase 3, or any Subsequent Phases), such default would have no impact on the Abatement, or Company's obligations with respect to the Initial Project Improvements, Phase 2, Phase 4 or any other Phase, as applicable (if such Phases exist), except Phase 3. Further, all terms, conditions and obligations of this Agreement shall apply independent of all terms, conditions, and obligations under the 380 Program Agreement. A default or termination under this Agreement does not constitute a default under the 380 Program Agreement, or vice versa.

7. **INDEPENDENT CONTRACTOR.**

It is expressly understood and agreed that Company shall operate as an independent contractor in each and every respect under this Agreement and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

8. **INDEMNIFICATION AND RELEASE.**

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

TO THE EXTENT ALLOWABLE BY TEXAS LAW; THE CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE

OCCASIONED BY (i) THE CITY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE CITY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE CITY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. NOTICES.

Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) by electronic mail with a confirming copy being forwarded by a reliable overnight courier service within 24 hours thereafter to the recipient at the mailing address set forth below; (ii) personally, with acknowledgment of receipt being obtained by the delivering Party, (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or United Parcel Service, with acknowledgement of receipt being obtained by the delivering Party; provided that, any notice delivered to Company in the manner described in items (ii), (iii), or (iv) shall also be sent by electronic mail addressed as provided herein. Notice shall be deemed given when received. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

City:

City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
EDCompliance@elpasotexas.gov

Company:

Worldwide LLC
c/o Winstead PC
Attn: Laura Hoffmann
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
lhoffmann@winstead.com

10. ASSIGNMENT AND SUCCESSORS.

10.1 Affiliates and Future Owners or Lessees.

Company may at any time assign, transfer or otherwise convey any of its rights or obligations under this Agreement, in whole or in part, to an Affiliate, future owner of all or a portion of the Land or lessee of all or a portion of the Land or Project Improvements without the consent of the City, but upon written notice to the City (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned).

10.2 Collateral Assignment.

Company may assign its rights and obligations under this Agreement, in whole or in part, to a financial institution or other lender for purposes of granting a Mortgage in the Land and/or improvements thereon without the consent of the City, but upon written notice to the City.

10.3 Sale/Leaseback.

So long as Company or an Affiliate to which this Agreement has been assigned remains a lessee, or its substantial equivalent, Company may transfer fee simple title to the Land to a third party and continue to exercise its rights and obligations under this Agreement, including but not limited to the Abatement, and may choose to retain its rights and obligations under this Agreement (in lieu of an assignment).

10.4 Other Assignment.

Except as otherwise provided by Sections 10.1, 10.2 and 10.3 herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed, but conditioned on: (i) the prior approval of the assignee or successor and finding by the City Council that the proposed assignee or successor is financially capable of meeting the terms and conditions of this Agreement and (ii) prior execution by the proposed assignee or successor of a written agreement with the City under which the proposed assignee or successor agrees to assume and be bound by all covenants and obligations of Company under this Agreement. Any attempted assignment other than an assignment pursuant to Sections 10.1, 10.2 or 10.3 without the City Council's prior consent shall constitute grounds for termination of this Agreement following ten (10) calendar days after receipt of written notice from the City to Company (provided that the City shall only be entitled to send such termination notice after Company's failure to cure within the cure period set forth in Section 6.8 herein). Any permitted assignee or successor in

interest of Company of rights and/or obligations under this Agreement shall be deemed “Company” for all purposes under this Agreement.

11. ESTOPPEL CERTIFICATE.

Upon written request by Company to the City, the City will provide Company with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in breach of this Agreement, the nature of the breach and the curative action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement. The City Manager or its authorized designee may execute, after review as to form by the City Attorney’s Office, on behalf of the City, any estoppel certificate requested by the Company that is consistent with this Section 11. The City acknowledges that an estoppel certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Land.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

13. LIMITED WAIVER OF IMMUNITY.

The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

14. ADDITIONAL PROVISIONS.

14.1 Future Land Uses and Zoning.

The City acknowledges that as of the Effective Date Company’s proposed land use is consistent with and allowed pursuant to the C-4 (Commercial District) zoning classification of the Land. Moreover, the current Comprehensive Plan provides that uses consistent with this zoning classification are the most appropriate for the Land. In the event that the City receives any request for a

residential zoning classification within 250 feet of the Land, the City will promptly provide Company with written notice of such request.

14.2 Compliance With and Changes in Applicable City Rules.

The City represents to the Company that no Applicable City Rule conflicts with the provisions of this Agreement. The City shall not add or modify any Applicable City Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Land, the Company or the data center industry or in a manner that adversely affects the Project, the Land or the data center industry.

14.3 Expedited Permitting.

During the Term, the City shall expedite the review and any response to the permits, approvals, maps, plans, inspections, applications and other requests in connection with the Land and Project Improvements (including staff review processing and actions by any boards and commissions). The City shall appoint an appropriate staff member with knowledge and experience in the relevant subject area dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project Improvements (or portion thereof), and otherwise to organize and expedite such permit approval and review.

14.4 New Taxes.

City staff shall not during the Term recommend or support any new Taxes that are applicable solely to the Project, the Company, the Land, operators of computer equipment, or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Company, the Land or the data center industry.

14.5 Calculation of Dates.

If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Texas, then the date for performance thereof shall be extended to the next Business Day.

14.6 Ethical Business Practices; No Procurement Process.

In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Applicable City Rules and applicable laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance of any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any

other obligations required by procurement laws and regulations of the City or other applicable law.

15. NO WAIVER.

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

16. VENUE AND JURISDICTION; ATTORNEYS' FEES.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in either the federal courts of the Northern District of Texas, Dallas Division, or in the State District Courts of El Paso County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. 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. The provisions of this Section 16 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

17. MORTGAGES.

17.1 Mortgages.

This Agreement shall not prevent or limit the Company from encumbering the Land or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

17.2 Mortgagee Not Obligated.

A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

17.3 Mortgagee Notice and Cure Rights.

If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. Notwithstanding any statement to the contrary herein, a Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

17.4 Disaffirmation.

If this Agreement is terminated with respect to a portion of the Land by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new agreement for the Project as to such portion of the Land. This Agreement does not require any Mortgagee or the City to enter into a new agreement pursuant to this Section 17.4.

18. SEVERABILITY; CONFLICTING LAW.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive the Abatement hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the City Council.

19. CONFIDENTIAL INFORMATION.

Company may designate any trade secrets or confidential business information included in any report or other writing delivered to City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to Company (such information, whether specifically designated by Company or not, collectively, “**Confidential Business Information**”). Unless or until the Texas Attorney General renders a final decision indicating that all or part of the information must be disclosed (after City opposes the release as described below), City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the

Project, City shall provide written notice of the same to Company, which notice shall include a copy of such request. Such notice shall also include instructions and deadline(s) for Company to make its argument of confidentiality to the Texas Attorney General. City shall not allow inspection or provide copies of any such requested records until Company shall have had not less than 10 Business Days (following and excluding the day on which Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Additionally, upon such a request for public records and within the time periods required pursuant to the Texas Public Information Act (“TPIA”), City shall submit a brief to the Texas Attorney General’s Office opposing the release of any Confidential Business Information and identifying the basis for any claimed exceptions under the TPIA; provided, however, nothing herein shall prevent or limit Company’s right to claim any exemption from disclosure it believes applicable directly to the Texas Attorney General. City shall not allow inspection or provide copies of any Confidential Business Information unless and until the Texas Attorney General renders a final decision indicating that all or part of the information must be disclosed (after opposing the release of such information as described above and pursuant to the processes outlined in the TPIA). Any such action to enjoin the release of Confidential Business Information may be brought in the name of Company or City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by Company or at its request by City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by Company.

20. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If necessary, both Parties agree to submit a dispute to a non-binding mediation. If a dispute cannot be resolved through non-binding mediation, either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 16, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

21. CITY PROCEDURES AND ACTIONS.

The City Council, after conducting a duly-noticed public meeting, adopted a resolution on December 5, 2023 effective immediately upon adoption, which resolution (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable City Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance

with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

22. NO THIRD PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

23. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and the completion deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

24. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement. Each Party was represented by legal counsel in the negotiation of this Agreement.

25. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

26. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

27. WAIVER OF JURY TRIAL.

EACH PARTY 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. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

28. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

29. CONFLICTS OF INTEREST.

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council, any member of the City Planning and Zoning Commission or any member of the governing body of any taxing unit with jurisdiction in the Zone.

30. EFFECT ON OTHER VESTED RIGHTS.

This Agreement does not abrogate any rights established or preserved by any applicable law, or by the Water and Wastewater Agreement or by any other agreement or contract executed by the City and the Company or an Affiliate in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

EXECUTED as of the last date indicated below:

CITY OF EL PASO, TEXAS

By: _____
Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

Date: _____

APPROVED AS TO CONTENT:



Elizabeth Triggs
Director of Economic and
International Development

Date: 11/30/2023

WORLDWIDE LLC,
a Delaware limited liability company,
d/b/a Statue LLC

By: _____
Name: _____
Title: _____

Date: _____

EXHIBITS

“A” – Description of the Land

“B” – Form of Initial Completion Report

“C” – Form of Employment Report

“D” – Form of Subsequent Investment Report

“E” – Form of Annual Compliance Certificate

EXHIBIT "A"

Description of the Land

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.

EXHIBIT “B”

Form of Initial Completion Report

**CITY OF EL PASO – TAX ABATEMENT AGREEMENT
INITIAL COMPLETION REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Construction Costs for Initial Project Improvements	Reported Investment in Personal Property for Initial Project Improvements	Total Reported Annual Investment for Initial Project Improvements
TOTAL	\$	\$	\$

Notes:

(1) Initial Completion Report to be accompanied by invoices and proof of payment for dollars reported necessary to properly document the above referenced totals.

EXHIBIT “C”

Form of Employment Report

(see attached)

CITY OF EL PASO – TAX ABATEMENT AGREEMENT

Employment Report

Date:
Company:
Effective Date of Agreement:

Number	Employer	Redacted Employee Number (last 3 digits)	Start Date	Full-Time (Yes/No)	Meets wage requirement (Yes/No)
1					
2					
3					
4					
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EXHIBIT “D”

Form of Subsequent Investment Report

**CITY OF EL PASO – TAX ABATEMENT AGREEMENT
SUBSEQUENT INVESTMENT REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Construction Costs for Applicable Phase	Reported Investment in Personal Property for Applicable Phase	Total Reported Annual Investment for Applicable Phase
TOTAL	\$	\$	\$

Notes:

- (1) Subsequent Investment Report to be accompanied by invoices and proof of payment for any dollars reported necessary to properly document the above referenced totals.

EXHIBIT “E”

Form of Certificate of Compliance

To be filed annually with the City on or before April 30th of each year of an Abatement Period.

CERTIFICATE OF COMPLIANCE

**WITH TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF EL PASO AND WURLDWIDE LLC
 (“Agreement”)**

Capitalized terms herein have the same meaning as in the Agreement.

_____, a _____ (the
“Company”) hereby certifies that:

Initials _____

- 1) the Project Improvements for Phase ____ have been completed and all improvements for such Phase have been constructed or installed pursuant to said Agreement,
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company, and
- 3) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials _____

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____

Title: _____

Signature: _____

December 5, 2023



Worldwide, LLC (Meta Platforms, Inc.) Data Center Project:

Driving Economic Growth and Community Transformation

Items 30, 31, and 32

Goal 1. Cultivate an environment conducive to strong, sustainable economic development

Council Action Requested

Six actions are a **critical step** to facilitate the future construction and operation of a **hyperscale data center** in Northeast El Paso, fostering innovation, economic diversity and long-term prosperity for El Paso residents.

Background & Next Steps

6 Council Actions

Nov 2nd

- Notice of Chapter 312 Hearing Published

Nov 7th

- First Readings:
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 - Condition Release

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- **Condition Release**
- **Funding Intersection Improvements**

Overview:

Hyperscale Data Centers

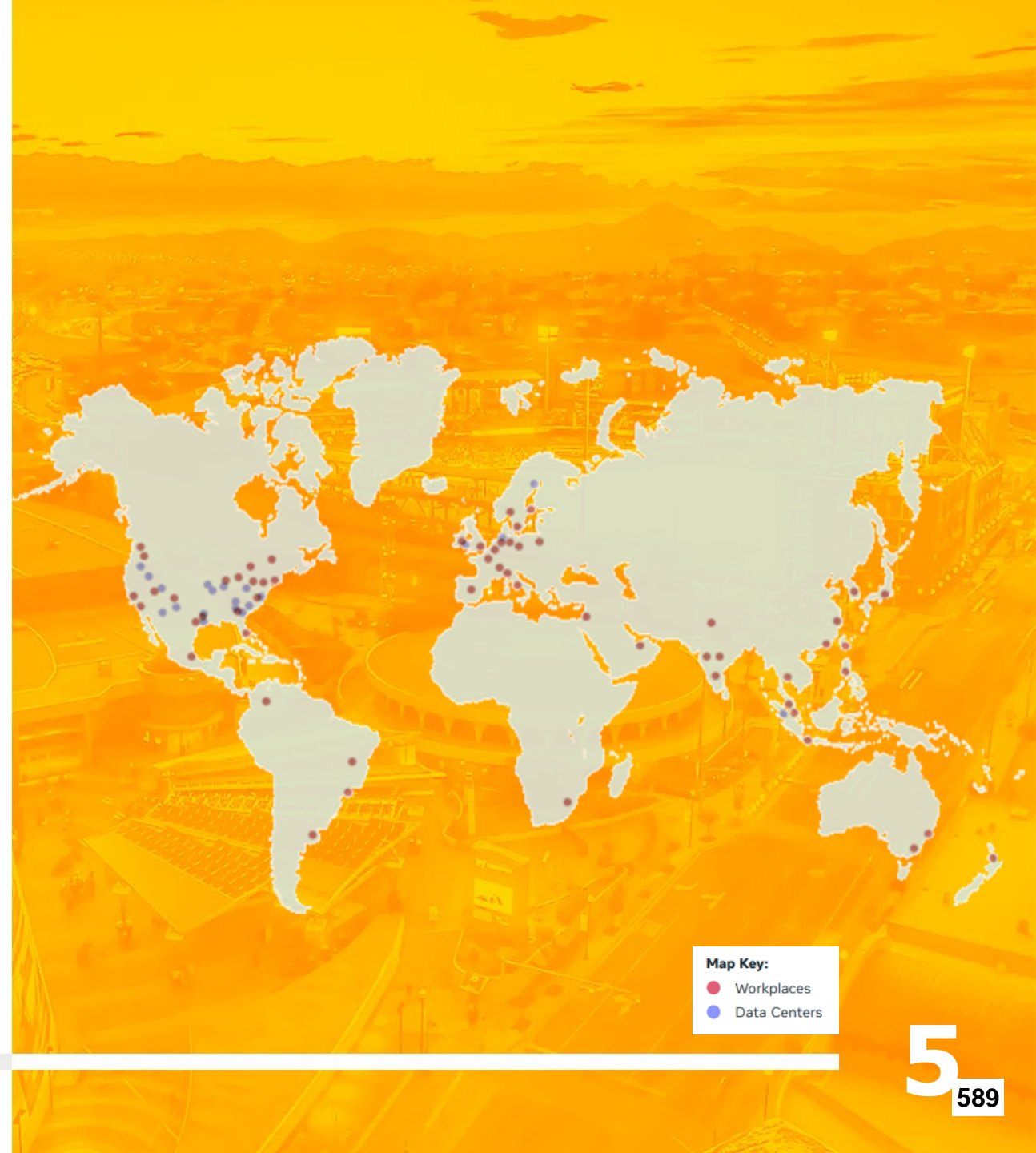
- Massive computing facilities designed for scalability and efficiency
- Imagine a technological campus covering acres, housing servers to process vast amounts of data
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Overview:

Meta Platforms, Inc.

- Owns and operates Facebook, Instagram, Threads, WhatsApp, among others
- One of **Big Five** American information technology companies
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- **3.96 billion people** using at least one core product monthly
- Workplace in 80+ cities worldwide
- **18 data center campuses** worldwide



Map Key:
● Workplaces
● Data Centers

Overview:

Meta's Data Center Campuses

- Serve as the **backbone** for Meta services
- Handle a **vast number of user requests** generated by Meta's platforms
- Employ **advanced technologies** to **ensure energy efficiency** through state-of-the-art cooling systems
- **Maintain net-zero emissions** by fully offsetting energy consumption with renewable energy sources
- **Strategically located worldwide** to ensure optimal global connectivity allowing for low-latency across different regions and efficient data transfer



Overview: Meta's Data Center Campuses

Company's **18 campuses** include 85 data center buildings

- On average, **2.2 million** square feet under roof per campus
- **\$1.1 billion** average capital investment per campus (not including equipment refreshes)
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Meta's Largest U.S. Data Centers



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- \$2.5 billion+ investment
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- 10 buildings
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- \$2.0 billion+ investment
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- \$2.0 billion investment
- Est. 2016
- 400+ jobs
- 8 buildings
- 3.8 million sf
- 750 acres

Overview:

Economic Benefits for El Paso

1 Property Tax Contributions:

- **Substantial Revenue:** The data center's assessed value **yields millions in annual property tax revenues for all local entities**, even after incentives
- **Increased Tax Base:** This additional revenue means more resources for essential services, reducing reliance on residential taxes

2 Job Creation and Income Effects:

- **Employment Opportunities:** Construction generates hundreds of temporary jobs; operational roles offer steady employment for residents as technicians and engineers
- **New Tax Revenue Generation:** Income generated by these jobs becomes a new tax revenue source for local taxing entities through spending on goods and services

Overview:

Economic Benefits for El Paso

3

Economic Ripple Effects

- **Local Business Impact:** Increased data center demand boosts local businesses, leading to higher sales tax revenue
- **Hub for Innovation:** Creates a broader ecosystem of technological initiatives, research and development activities, and collaborations with local businesses and educational institutions

4

Infrastructure Improvements

- **Collaboration with Local Governments:** Collaboration results in upgrades to roads and utilities, enhancing the data center's efficiency and community infrastructure
- **Enhanced Economic Environment:** Improved infrastructure enhances shovel-readiness for surrounding properties, facilitating future development

Project Proposal: Summary

- **Project Description:** Worldwide, LLC (Meta) plans to construct one or more data center buildings and accessory uses on 1,039 acres of City-owned land.
- **Investment Magnitude:** The Company is committed to a minimum investment of \$800M in construction and personal equipment costs. Additional phases with similar investments may follow.
- **Economic Impact:** The City anticipates positive economic development resulting from the project, with the potential for substantial capital injection into the community.



Project Proposal: Summary

Incentive Proposal:

- To offset the cost associated with establishing and operating in El Paso and to **increase El Paso's competitiveness** as a future location for investment, the City proposes providing annual performance-based incentives to the Company.
- The incentives amount to **80 percent** of the City's portion of property tax revenue generated by the project **over a 25-year period** per phase, up to 5 phases, where each phase represents an \$800M investment.



Project Proposal: Summary

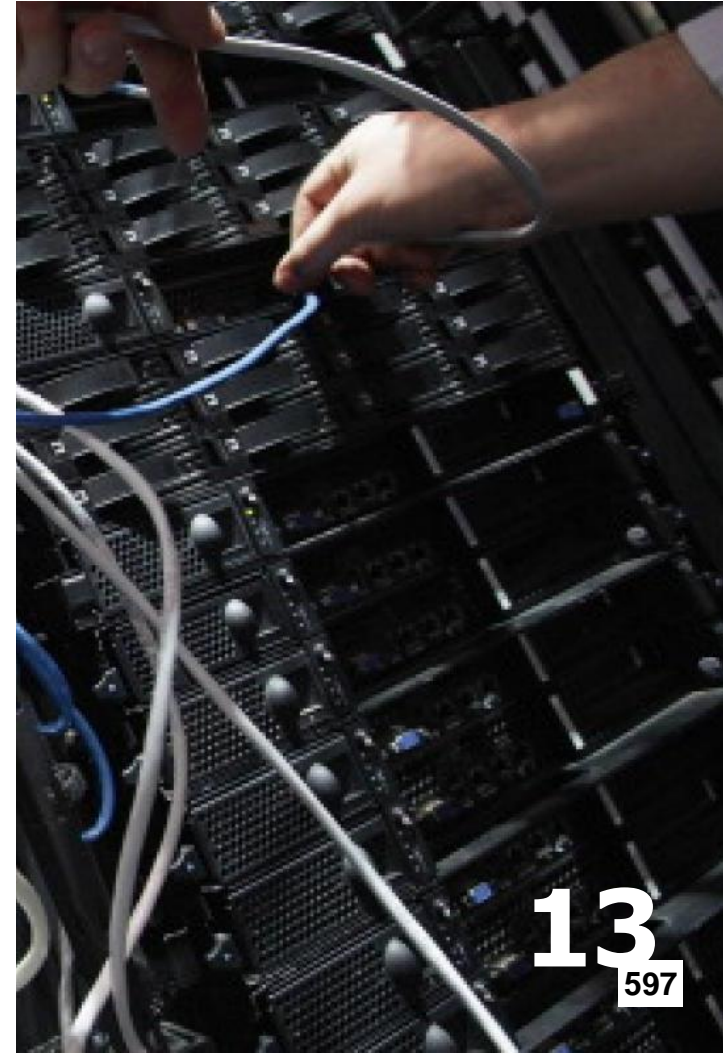
- **Tax Burden Impact:** The agreement aims to shift the tax burden away from residential taxpayers by encouraging commercial development and diversifying the tax base.
- **Phased Development:** The Company has the option to develop additional phases, each requiring a minimum \$800M expenditure. If so, the company may be eligible for separate 25-year property tax incentives for each phase, for up to five phases during the agreement's term.



Project Proposal: **Summary**

Job Creation Impact:

- The project will result in the creation of at least 50 quality full-time jobs, although existing data center campuses suggest approximately 200 full-time positions, including contractors.
- In addition, the project is expected to generate hundreds of temporary jobs during the construction phases(s), supporting the local construction industry and providing income for residents engaged in that construction.



Project Proposal:

Site Overview

- Approximately **1,039 acres**
- City Owned and managed
- Zoned M-2 with conditions
- Purchase price is appraised value of **~\$8.5 million** (or \$8,156.25 per acre)
- Access to existing electric utility infrastructure
- Offers opportunity to **scale + expand** operations over time



Project Proposal:

Initial Phase

Minimum Investment

- Minimum **\$800M** capital investment*
- \$400M in construction
- \$400M in equipment
- Approximately **800k** square foot building(s)

Equipment Refresh

- Equipment refreshed every **3.5 to 5 years**
- Estimated value of each refresh is at least **\$400M**

Job Creation

- Minimum **50 FTEs** on-site*
- Expect **200+ FTEs** at full ramp-up
- Expect **1,000+** skilled trade workers at peak construction

Over a 25-year period, each phase represents \$2.8 billion capital investment

Project Details: Party Obligations

Company

- Minimum \$800 million in real and personal property investment
- Minimum of 50 FTEs following completion
- Purchase 1,039 acres at market value (~\$8.5 million)
- Within 5 years of closing, minimum \$5 million infrastructure improvements + Stan Roberts improvements
- City may repurchase the land if minimum infrastructure improvements are not made within 5 years of closing

City

- Provide performance-based incentives as described on following slide for up to 5 phases, each phase representing a minimum \$800 million investment
- Incentives limited to a 35-year agreement term, encouraging Company to develop quickly to maximize incentive
- Cooperate in down-zoning to C-4, including condition release
- City to reimburse up to \$7.5M for its proportionate share of Stan Roberts (Texas Economic Development Fund is funding source)

Project Details: Incentive Proposal

Over 25-Year Incentive Period per Phase (capped at 5 phases)

City Property Tax Abatement / Rebate
(80% over 25 Years)
\$73.0M

County Property Tax Abatement / Rebate
(80% over 25 years)
\$36.0M

Park Fee Waiver
(one-time at 100%)
\$1.0M

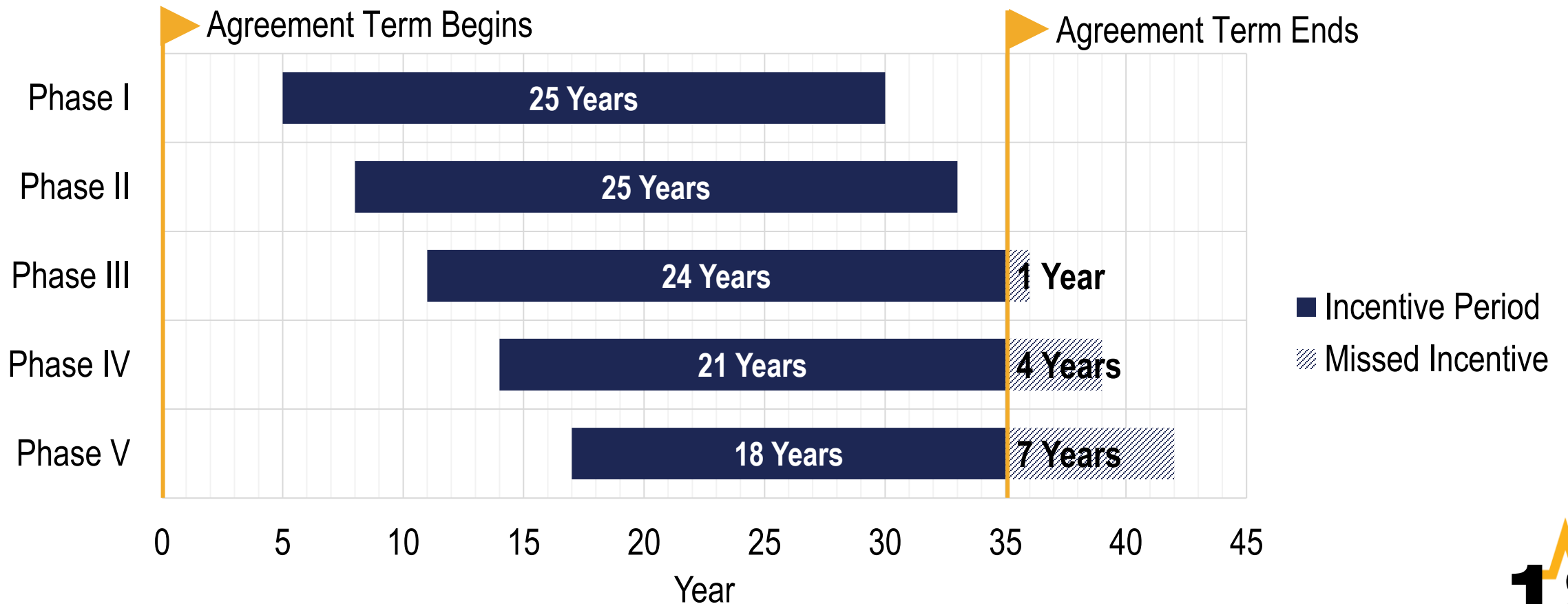
Building Permit Fee Waiver
(100%)
\$350,000

Total Local Incentive = \$110M

(3.9% of total on an estimated \$2.8B investment including equipment refreshes)

Project Details:

Illustration of “Shot Clock Approach”



Project Details: **Contract of Sale**

- Company to purchase **1,039 acres** of City-owned land in Northeast El Paso
- Purchase price set at market value of \$8,156.25 per acre (or **~\$8.5M**)
- Closing to occur on or before **April 18, 2024, subject to contingencies** to closing being satisfied; company retains discretion to waive contingencies
- Following closing, within 5 years, Company is obligated to:
 - Make minimum investment of \$5M in infrastructure improvements
 - Improve full width of Stan Roberts located adjacent to property

Project Details: Rezoning & Condition Release

- Two actions recommended:
 - **Downzone** from M-2 (Heavy Manufacturing) to C-4 (Commercial); and
 - **Release all conditions**
- **Less intense use** than what would be permitted in an M-2 zoning district, aligning with surrounding land uses and zoning classifications
- **City Plan Commission recommended unanimous approval** on November 16th
- Staff has not received communications in support or opposition of the request

Project Details: **Intersection Improvements**

- Resolution allocating **funding for intersection improvements** at US-54 and Stan Roberts Sr. Ave. in an amount **capped at \$5M**
- Improvements provide for improved connection to the future data center site and surrounding 3,000+ acres of undeveloped City land to the north and south of Stan Roberts, further **improving shovel-readiness of surrounding sites**
- Funding source is the **Texas Economic Development Fund**, established by the City's franchise agreement with El Paso Electric

Project Impact: *Initial Phase Economic Impact* (Operations + Construction)

Summary of Initial Phase Economic Impact Over 25 Years			
Impact	Direct	Indirect	Total
Jobs (FTEs On-Site)*	50.0	131.3	181.3
Annual Salaries/Wages	\$4.3M	\$5.2M	\$9.6M
Salaries/Wages over 25 Years	\$138.5M	\$167.9M	\$306.4M
Taxable Sales/Purchases over 25 Years**	\$2,060M	\$31.5M	\$2,091M

*Direct jobs assume an average annual salary of \$86,500

**Taxable Sales/Purchases includes sales resulting from temporary construction jobs (~1,000 at peak construction)

Project Impact:

Initial Phase Community Tax Benefit

\$60M new revenue to the City
(including \$10M in EPE Franchise Fees)



Tax Benefit after Incentives Over 25-Year Term = \$275M

Project Impact: Project Benefits

Property Tax Contributions

Substantial annual property tax revenues

Increased tax base, reducing reliance on residential taxes

Job Creation and Income Effects

Hundreds of jobs during construction

Steady roles for technicians and engineers

Income from jobs boosts local tax revenue

Economic Ripple Effects

Boosts local businesses, leading to higher sales tax revenue

Fosters technological innovation and collaboration

Infrastructure Improvements

Upgrades to roads and utilities enhance efficiency

Improved infrastructure accelerates future development

Council Action Requested

Six actions are a **critical step** to facilitate the future construction and operation of a **hyperscale data center** in Northeast El Paso, fostering innovation, economic diversity and long-term prosperity for El Paso residents.

Dec 4th

- Contract of Sale Public Hearing
- **Chapter 380 Agreement**

Dec 5th

- Contract of Sale
- Chapter 312 Agreement
- Down Zoning
- Condition Release
- Funding Intersection Improvements

MISSION



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

VISION



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



VALUES

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



Legislation Text

File #: 23-1569, 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 Brascalla, (915) 212-1570

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

AGENDA LANGUAGE:

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

Discussion and action that the City Council approves the allocation of funds from the Texas Economic Development Incentive Program to fund the intersection improvements at Stan Roberts and US-54 to support and facilitate development of the approximate 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City of El Paso and Worldwide LLC, a Delaware limited liability company, in the estimated amount of \$5,000,000.00; and that the City Manager, or designee, be authorized to effectuate any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

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

AGENDA DATE: December 5, 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:

Discussion and action that the City Council approves the allocation of funds from the Texas Economic Development Incentive Program to fund the intersection improvements at Stan Roberts and US-54 to support and facilitate development of the approximate 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City of El Paso and Worldwide LLC, a Delaware limited liability company, in the estimated amount not to exceed \$5,000,000; and that the City Manager, or designee, be authorized to effectuate any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

BACKGROUND / DISCUSSION:

The City Council agenda item proposes the allocation of funds from the Texas Economic Development Incentive Program to support intersection improvements at Stan Roberts and US-54 in El Paso, Texas. This initiative is a critical component for the development of approximately 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54. The funding is directly linked to the Chapter 380 Economic Development Program Agreement between the City of El Paso and Worldwide LLC, a Delaware limited liability company.

The purpose of this allocation is to enhance infrastructure, specifically at the mentioned intersection, with the aim of providing a competitive edge in the site selection process. By investing in these improvements, the City aims to attract and facilitate the development outlined in the agreement with Worldwide LLC. The strategic allocation of funds not only supports the growth of the specific project but also contributes to the broader economic development of the region.

PRIOR COUNCIL ACTION:

The Texas Economic Development fund established through Ordinance No. 019022, the amended franchise agreement between the City and El Paso Electric Company; and in accordance with the Texas Economic Development Incentive Program, as approved by the City Council on January 20, 2021.

In addition, City Council, will consider the following related items:

December 4, 2023

- **Contract of Sale:** City Council will consider the sale of 1,039 acres of City-owned land on the northside of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas (the "Land") to Company for the development of one or more data center(s) and certain accessory uses.
- **Chapter 380 Economic Development Agreement:** City Council will consider a resolution authorizing the City Manager to sign a Chapter 380 Economic Development Program Agreement ("380 Program Agreement") with Company for the annual property tax grant, subject to the terms and conditions of the 380 Program Agreement, in amount equal to 80 percent of the City property taxes generated by the project over a 15-year period, starting the twelfth calendar year following the year in which Company provides the City documentation demonstrating it has met the minimum investment requirement. Company has the option to develop additional phases, each requiring a minimum \$800 million expenditure; and if so, subject to the terms and conditions of the 380 Program Agreement, Company would be eligible for separate property tax grants in an amount equal to 80 percent of the City property taxes attributable to the investment for 15 years for each phase, for up to five phases.

December 5, 2023

- **Rezoning and Condition Release:** City Council will consider rezoning the Land from M-2 (Industrial) to C-4 (Commercial) to allow for the development and operation of one or more data center(s) on the Land; and will concurrently consider releasing all conditions currently running with the Land. On November 16, 2023, the City Plan Commission unanimously recommended approval of the proposed rezoning and condition release.
- **Chapter 312 Property Tax Abatement Agreement:** City Council will consider a resolution authorizing the City Manager to sign a Chapter 312 Property Tax Abatement Agreement ("Abatement Agreement") with Company for the annual waiver, subject to the terms and conditions of the Abatement Agreement, of 80 percent of the property taxes generated by the project and otherwise due to the City over a 10-year period, starting the calendar year following the year in which Company provides the City documentation demonstrating it has met the minimum investment requirement. Company has the option to develop additional phases, each requiring a minimum \$800 million expenditure; and if so, subject to the terms and conditions of the Abatement Agreement, Company would be eligible for separate property tax abatements in amount equal to 80 percent of the property taxes attributable to the investment and otherwise due to the City for ten years for each phase, for up to five phases.

AMOUNT AND SOURCE OF FUNDING:

Texas Economic Development Fund

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

DEPARTMENT HEAD:



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

Revised 04/09/2021

RESOLUTION

WHEREAS, the El Paso City Council ("City") approved the Texas Economic Development Incentive Program ("TED Program") – Policy and Guidelines on January 20, 2021; and

WHEREAS, the purpose of the TED Program is to make funds available for financial incentives in the form of economic development grants and/or loans to promote economic development within El Paso Electric's Texas Service Area through various categories, including Infrastructure Development Assistance; and

WHEREAS, the contemplated intersection improvements to Stan Roberts and US-54 meet the criteria of the TED Program; and

WHEREAS, the City desires to allocate funds from the TED Program in an amount not to exceed \$5,000,000 to the intersection improvements to Stan Roberts and US-54 in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City and WURLDWIDE LLC, a Delaware limited liability company.

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

THAT the above recitals are accepted as true and correct;

THAT the City approves the allocation of funds from the Texas Economic Development Incentive Program to fund the intersection improvements at Stan Roberts and US-54 to support and facilitate development of the approximate 1,039 acres of land on the north side of Stan Roberts Sr. Avenue, west of U.S. Highway 54 within the City of El Paso, Texas in connection with the development contemplated in the Chapter 380 Economic Development Program Agreement entered into between the City of El Paso and Wurldwide LLC, a Delaware limited liability company, in an amount not to exceed \$5,000,000; and

THAT the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

PASSED AND APPROVED this _____ day of _____ 2023.

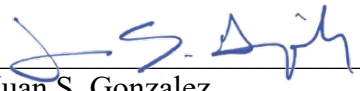
THE CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

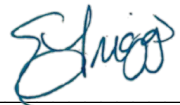
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth K. Triggs, Director
Economic & International Development

December 5, 2023



Worldwide, LLC (Meta Platforms, Inc.) Data Center Project:

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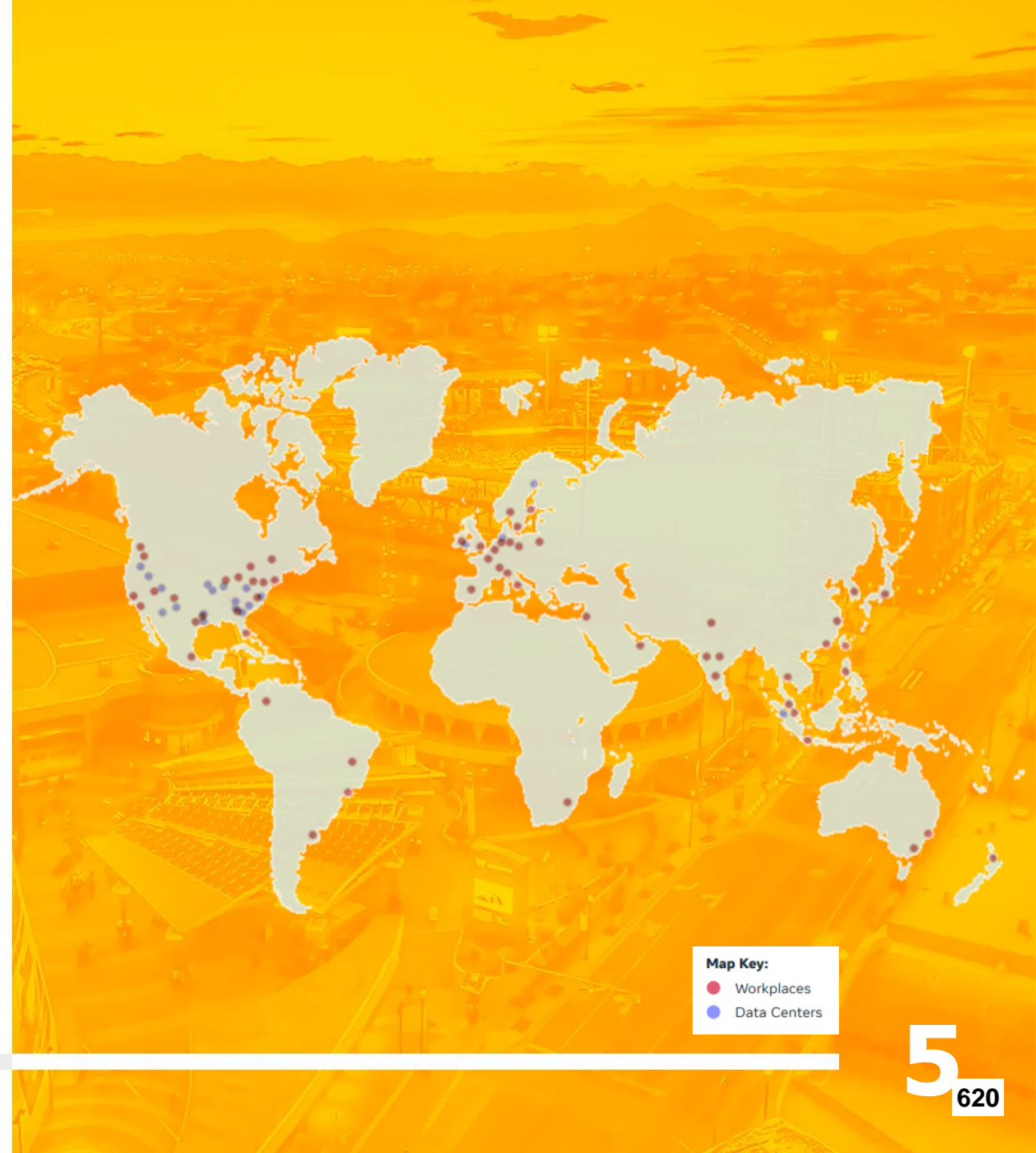
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- **Enhanced Economic Environment:** Improved infrastructure enhances shovel-readiness for surrounding properties, facilitating future development

Project Proposal: Summary

- **Project Description:** Worldwide, LLC (Meta) plans to construct one or more data center buildings and accessory uses on 1,039 acres of City-owned land.
- **Investment Magnitude:** The Company is committed to a minimum investment of \$800M in construction and personal equipment costs. Additional phases with similar investments may follow.
- **Economic Impact:** The City anticipates positive economic development resulting from the project, with the potential for substantial capital injection into the community.



Project Proposal: Summary

Incentive Proposal:

- To offset the cost associated with establishing and operating in El Paso and to **increase El Paso's competitiveness** as a future location for investment, the City proposes providing annual performance-based incentives to the Company.
- The incentives amount to **80 percent** of the City's portion of property tax revenue generated by the project **over a 25-year period** per phase, up to 5 phases, where each phase represents an \$800M investment.



Project Proposal: Summary

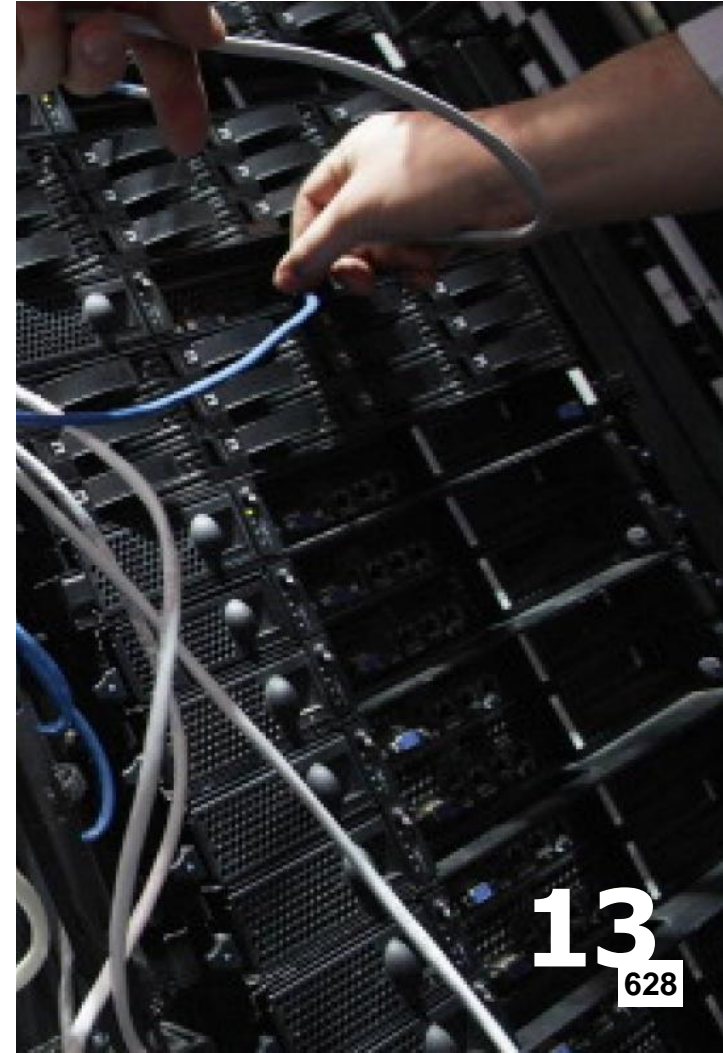
- **Tax Burden Impact:** The agreement aims to shift the tax burden away from residential taxpayers by encouraging commercial development and diversifying the tax base.
- **Phased Development:** The Company has the option to develop additional phases, each requiring a minimum \$800M expenditure. If so, the company may be eligible for separate 25-year property tax incentives for each phase, for up to five phases during the agreement's term.



Project Proposal: Summary

Job Creation Impact:

- The project will result in the creation of at least 50 quality full-time jobs, although existing data center campuses suggest approximately 200 full-time positions, including contractors.
- In addition, the project is expected to generate hundreds of temporary jobs during the construction phases(s), supporting the local construction industry and providing income for residents engaged in that construction.



Project Proposal:

Site Overview

- Approximately **1,039 acres**
- City Owned and managed
- Zoned M-2 with conditions
- Purchase price is appraised value of **~\$8.5 million** (or \$8,156.25 per acre)
- Access to existing electric utility infrastructure
- Offers opportunity to **scale + expand** operations over time



Project Proposal:

Initial Phase

Minimum Investment

- Minimum **\$800M** capital investment*
- \$400M in construction
- \$400M in equipment
- Approximately **800k** square foot building(s)

Equipment Refresh

- Equipment refreshed every **3.5 to 5 years**
- Estimated value of each refresh is at least **\$400M**

Job Creation

- Minimum **50 FTEs** on-site*
- Expect **200+ FTEs** at full ramp-up
- Expect **1,000+** skilled trade workers at peak construction

Over a 25-year period, each phase represents \$2.8 billion capital investment

Project Details: Party Obligations

Company

- Minimum \$800 million in real and personal property investment
- Minimum of 50 FTEs following completion
- Purchase 1,039 acres at market value (~\$8.5 million)
- Within 5 years of closing, minimum \$5 million infrastructure improvements + Stan Roberts improvements
- City may repurchase the land if minimum infrastructure improvements are not made within 5 years of closing

City

- Provide performance-based incentives as described on following slide for up to 5 phases, each phase representing a minimum \$800 million investment
- Incentives limited to a 35-year agreement term, encouraging Company to develop quickly to maximize incentive
- Cooperate in down-zoning to C-4, including condition release
- City to reimburse up to \$7.5M for its proportionate share of Stan Roberts (Texas Economic Development Fund is funding source)

Project Details: Incentive Proposal

Over 25-Year Incentive Period per Phase (capped at 5 phases)

City Property Tax Abatement / Rebate
(80% over 25 Years)
\$73.0M

County Property Tax Abatement / Rebate
(80% over 25 years)
\$36.0M

Park Fee Waiver
(one-time at 100%)
\$1.0M

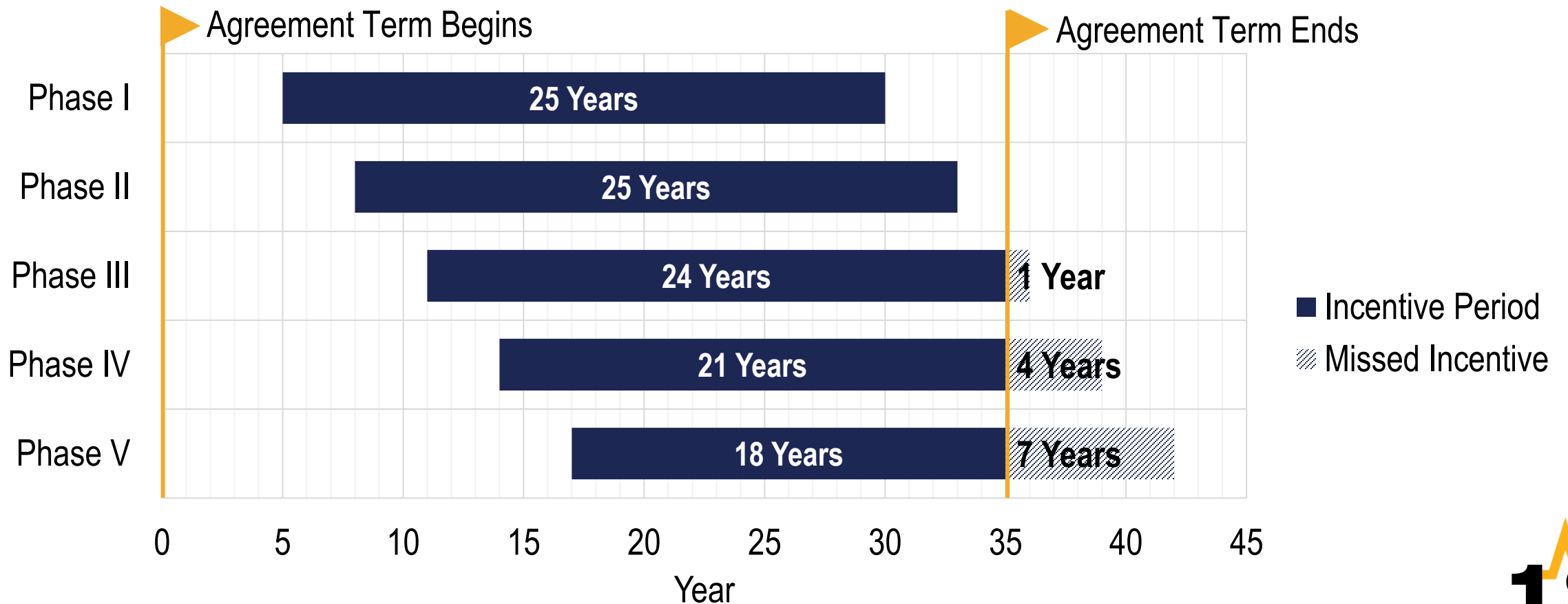
Building Permit Fee Waiver
(100%)
\$350,000

Total Local Incentive = \$110M

(3.9% of total on an estimated \$2.8B investment including equipment refreshes)

Project Details:

Illustration of “Shot Clock Approach”



Project Details: **Contract of Sale**

- Company to purchase **1,039 acres** of City-owned land in Northeast El Paso
- Purchase price set at market value of \$8,156.25 per acre (or **~\$8.5M**)
- Closing to occur on or before **April 18, 2024, subject to contingencies** to closing being satisfied; company retains discretion to waive contingencies
- Following closing, within 5 years, Company is obligated to:
 - Make minimum investment of \$5M in infrastructure improvements
 - Improve full width of Stan Roberts located adjacent to property

Project Details: Rezoning & Condition Release

- Two actions recommended:
 - **Downzone** from M-2 (Heavy Manufacturing) to C-4 (Commercial); and
 - **Release all conditions**
- **Less intense use** than what would be permitted in an M-2 zoning district, aligning with surrounding land uses and zoning classifications
- **City Plan Commission recommended unanimous approval** on November 16th
- Staff has not received communications in support or opposition of the request

Project Details: **Intersection Improvements**

- Resolution allocating **funding for intersection improvements** at US-54 and Stan Roberts Sr. Ave. in an amount **capped at \$5M**
- Improvements provide for improved connection to the future data center site and surrounding 3,000+ acres of undeveloped City land to the north and south of Stan Roberts, further **improving shovel-readiness of surrounding sites**
- Funding source is the **Texas Economic Development Fund**, established by the City's franchise agreement with El Paso Electric

Project Impact: *Initial Phase Economic Impact* (Operations + Construction)

Summary of Initial Phase Economic Impact Over 25 Years			
Impact	Direct	Indirect	Total
Jobs (FTEs On-Site)*	50.0	131.3	181.3
Annual Salaries/Wages	\$4.3M	\$5.2M	\$9.6M
Salaries/Wages over 25 Years	\$138.5M	\$167.9M	\$306.4M
Taxable Sales/Purchases over 25 Years**	\$2,060M	\$31.5M	\$2,091M

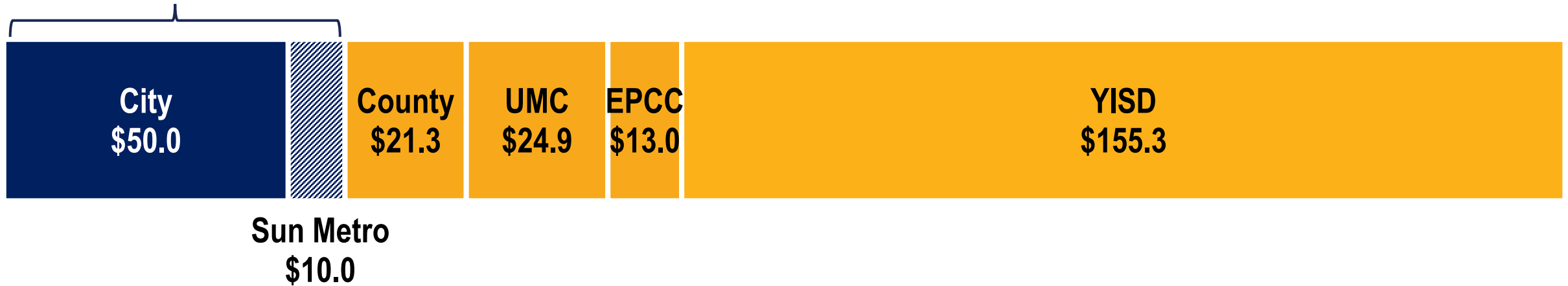
*Direct jobs assume an average annual salary of \$86,500

**Taxable Sales/Purchases includes sales resulting from temporary construction jobs (~1,000 at peak construction)

Project Impact:

Initial Phase Community Tax Benefit

\$60M new revenue to the City
(including \$10M in EPE Franchise Fees)



Tax Benefit after Incentives Over 25-Year Term = \$275M

Project Impact: Project Benefits

Property Tax Contributions

Substantial annual property tax revenues

Increased tax base, reducing reliance on residential taxes

Job Creation and Income Effects

Hundreds of jobs during construction

Steady roles for technicians and engineers

Income from jobs boosts local tax revenue

Economic Ripple Effects

Boosts local businesses, leading to higher sales tax revenue

Fosters technological innovation and collaboration

Infrastructure Improvements

Upgrades to roads and utilities enhance efficiency

Improved infrastructure accelerates future development

Council Action Requested

Six actions are a **critical step** to facilitate the future construction and operation of a **hyperscale data center** in Northeast El Paso, fostering innovation, economic diversity and long-term prosperity for El Paso residents.

Dec 4th

- Contract of Sale Public Hearing
- **Chapter 380 Agreement**

Dec 5th

- Contract of Sale
- Chapter 312 Agreement
- Down Zoning
- Condition Release
- Funding Intersection Improvements

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 #: 23-1524, **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. [POSTPONED FROM 11-21-2023]

**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:

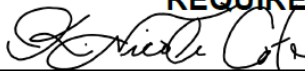
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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.

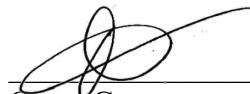
CITY OF EL PASO:

Oscar Leaser
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



CITY OF EL PASO

El Paso International Airport Budget Transfers

December 5, 2023

Project: Ameristar Hangar Improvements

March 28, 2023 City Council Approved CIP Total Project Budget	\$2,200,000.00
Current Budget Setup	\$300,000.00
Budget Increase Request	\$2,820,592.00
New Total Project Budget:	\$3,120,592.00
Difference Increase Request	\$920,592.00
Percent Increase Request	42%

- 
- 3**
649

Reasons for Budget Increase

- Partnership project with Customs and Border Patrol. CBP will reimburse throughout the term of the lease \$930,000.00
- Project planning began in 2020, original estimated project cost was performed.
- Design progressed, scope and construction costs increased

Additional Scope Includes:

- Airside Ramp Reconstruction - Ramp was originally scheduled to be crack sealed, after Geotech performed it was determined reconstruction was needed
- CBP Request Server Expansion and Additional Server Room

Project: General Aviation Ramp Reconstruction

March 28, 2023 City Council Approved CIP Total Project Budget	\$36,593,264.00
Current Budget Setup	\$1,940,000.00
Budget Transfer Request	\$50,000.00
Budget Including Transfer	\$1,990,000.00
Percent Increase	0%

Budget Transfer does not exceed CIP approved budget, these BTs will not be presented to City Council in the future.

Project: Terminal Drive Improvements

March 28, 2023 City Council Approved CIP Total Project Budget	\$3,000,000.00
Current Budget Setup	\$250,000.00
Budget Transfer Request	\$2,600,000.00
Budget Including Transfer	\$2,850,000.00
Percent Increase	0%

Budget Transfer does not exceed CIP approved budget, these BTs will not be presented to City Council in the future.

Project: Parking Lot Infrastructure Improvements

March 28, 2023 City Council Approved CIP Total Project Budget	\$4,000,000.00
Current Budget Setup	\$1,250,000.00
Budget Transfer Request	\$50,000.00
Budget Including Transfer	\$1,300,000.00
Percent Increase	0%

Budget Transfer does not exceed CIP approved budget, these BTs will not be presented to City Council in the future.

Request for Action

That the City Manager, or authorized 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.

MISSION



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Accountability, **P**eople

MISIÓN



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

VISIÓN



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



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas