

Oscar Leeser
Mayor

Dionne Mack
City Manager



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

AGENDA FOR THE REGULAR COUNCIL MEETING

November 19, 2024
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: 865-088-523#

AND

AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY
November 18, 2024
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 118-163-259#

Notice is hereby given that an Agenda Review Meeting will be conducted on November 18, 2024, at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on November 19, 2024, at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, November 18, 2024 Conference ID: 118-163-259#
Regular Council Meeting November 19, 2024 Conference ID: 865-088-523#

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 EL PASO POLICE CHAPLAIN AND SUN VALLEY BAPTIST PASTOR DENNIS COFFMAN

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

World AIDS Day

Hunger and Homelessness Awareness Week

Transgender Day of Remembrance in the City of El Paso

Alejandro Muñoz and Andy Vargas Day – Celebrating Borderless Innovation and Opportunity

Coach Danny McKillip Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of November 12, 2024 and the Special City Council Meeting of November 13, 2024. [24-1573](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [24-69](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution nominating Tenet Hospitals Limited - Providence Memorial Campus as a Texas State Enterprise Zone Project. If designated, Tenet Hospitals Limited - Providence Memorial Campus will invest \$13.3M to upgrade the facility and update medical equipment, at the Hospitals of Providence Memorial Campus located at 2001 North Oregon Street, El Paso, Texas 79902; and retain 696 full-time positions and create an additional 15 full-time positions at that location over the term of the project's designation. [24-1557](#)

District 8

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

4. A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport legally described as a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, City of El Paso El Paso County Texas. [24-1569](#)

All Districts

Airport, Tony Nevarez, (915) 212-0330

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

5. The closure of right-of-way within the City of El Paso for the One Size Fits All (OSFA) Anniversary Party from 12:00 p.m. to 11:00 p.m. on Saturday, December 14, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting [24-1570](#)

by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Mesa St. between E. San Antonio St. and Overland Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

EVENT NAME: OSFA Anniversary Party
PERMIT CASE NUMBER: CSEV24-00150
EVENT DATE/HOURS: Saturday, December 14, 2024, at 3:00 p.m. to 9:00 p.m.
TRAFFIC CONTROL: Saturday, December 14, 2024, at 12:00 p.m. to 11:00 p.m.
STATE ROW IN USE: Mesa St. between E. San Antonio St. and Overland Ave.
APPLICANT: Christian Euzarraga

District 8

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

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

6. Approve a Resolution that the tax roll is hereby approved and constitutes the final 2024 tax roll for all entities, including the ratified tax rate for Anthony Independent School District, for which the City Tax Assessor/Collector collects taxes.

[24-1565](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

7. Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, Texas ("Horizon"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City.

[24-1545](#)

All Districts

Animal Services Department, Terry Kebschull, (915) 212-8742

8. A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Anthony.

[24-1546](#)

All Districts

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

9. That the Citizen Participation Plan for the City of El Paso be revised, as reflected in Attachment A of the Resolution, to: (a) provide revisions

[24-1572](#)

recommended by the staff of the Department of Community and Human Development; and update current practices and procedures; (b) revise Criteria for Substantial Amendments; (c) revise Community Needs Assessment Process; (d) remove the Community Needs Advisory Committee for Citizen Participation and all mentions thereof; and (e) revise Assessment of Performance.

All Districts

Community and Human Development, Nicole Ferrini, (915) 212-1659

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

10. A refund to Gerardo M. Vasquez in the amount of \$2,702.54 for an overpayment made on October 8, 2024 of 2024 taxes, Geo. # V893-999-0140-5300. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. [24-1567](#)

All Districts

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

11. Accept the recommended revisions to the agenda summary form used for council and agenda review items as directed by City Council on October 22, 2024. [24-1549](#)

All Districts

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

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

12. For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2024 - October 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff. [24-1596](#)

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$2,500.00 from Dr. Richard Teschner. [24-1603](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004
14. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from the El Paso Fire Fighters Association, Local 51. [24-1604](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004
15. For notation pursuant to Section 2.92.080 of the City Code, receipt of contributions by Representative Josh Acevedo in the amounts of \$100 from Claudia Guzman, \$1,000 from Deborah Kastrin, \$200 from Garrett Yancey, \$250 from Jesus Duarte, \$100 from Javier Paz, \$140 from Jorge Lopez, \$500 from Daniel Anchondo, \$500 from Sara E. Priddy, \$500 from Carlos Aguilar, \$2,500 from Woody L. & Gayle G. Hunt, \$100 from David & Cynthia Flores, \$450 from Jose Padilla, \$500 from Mary Gonzalez, and \$100 from Maria Elena Montes. [24-1608](#)
Members of the City Council, Representative Josh Acevedo, (915) 212-0002
16. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Monica Reyes, Candidate for District 1 in the amounts of \$500.00 from Joseph C. Pickett Campaign and \$1,000.00 from Richard Zamora. [24-1597](#)
City Clerk's Office, Laura D. Prine, (915) 212-0049
17. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Tamara Davis, candidate for District 5, in the amounts of \$250.00 from Davida Manor, \$100.00 from Victoria Thompson, \$100.00 from Vanessa Cyler, \$50.00 from Josh Swizzle, \$25.00 from Wade, and \$100.00 from Alex Coman. [24-1599](#)
City Clerk's Office, Laura D. Prine, (915) 212-0049
18. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Renard Johnson, candidate for Mayor, in the amounts of \$500.00 from Erin Villaronga, \$500.00 from Ogechika Alozie, \$500.00 from Sylvia Miner, \$500.00 from Alejandra Nuno, \$500.00 from Jennifer Rae Arreola, \$500.00 from Barbara Armendariz, \$2,500.00 from Kevin Johnson, \$2,500.00 from Woody & Gayle Hunt, \$500.00 from Betty Wakefield, \$5,000.00 Emma Wollschlager, \$10,000.00 from Larry Wollschlager, \$1,000.00 from Thomas Carter, \$500.00 from Suzanne and Bruce Hubbard, \$5,000.00 from Woody & Gayle Hunt, \$5,500.00 from Aaron Chiu, \$2,500.00 from Ryan McCrory, \$500.00 from Jeanette Allen, \$1,500.00 from Plumbers and Steamfitters UA 412, \$1,000.00 from Kenia Arriola, \$2,500.00 from Johnny Escalante, \$500.00 from Patricia Gomez, \$15,000.00 from Alvin Johnson, \$500.00 from Angelica Rodriguez, \$500.00 from Brooks Vandivort, \$1,000.00 from Ryan Rodriguez, \$500.00 from Francisco Reyes, \$500.00 from Mark Soyster, \$7,500.00 from Ed [24-1606](#)

and Margarita Escudero, \$500.00 from Drew Hawley, \$1,000.00 from Steven Medlock, \$1,000.00 from Shirley Melchor, \$500.00 from Angelina Morales, \$1,000.00 from Lisa Peisen, \$1,000.00 from Barbara Armendariz, \$1,000.00 from Renard Johnson, \$750.00 from Joyce Wilson, \$5,000.00 from Scott Bain, from \$500.00 from Ann Horak, \$1,000.00 from Paul Gamboa, \$950.00 from Patricia Azarcon, \$1,000.00 from Tres Lilly, \$500.00 from Jason Vourazeris, \$501.00 from Siobhan Payne, \$500.00 from Allison Glass, \$1,000.00 from Ronnie Lowenfield, \$500.00 from Daniel Rubio, \$1,025.00 from Andrew Ainsa, \$1,000.00 from William Sanders, \$500.00 from Bram Watkins, \$500.00 from Renard Johnson, \$500.00 from Robert Feinberg, \$1,000.00 from William Sanders, \$600.00 from Alvin Johnson, \$1,100.00 from Alfonso Martinez Jr III, \$500.01 from Raul Viescas, \$500.00 from Gerald Rubin, \$500.00 from Manny Quesada, \$500.00 from Hector Delgado, \$1,000.00 from Steffen Poessiger, \$500.00 from Alexandra Riccillo, \$500.00 from Ronald Lowenfield, \$500.00 from Richard Mojica, \$750.00 from Eduardo Trevizo, \$500.00 from Mostafa Rifai, \$500.00 from Delgado Acosta, \$500.00 from Scott Adkins, \$2,250.00 from Renard Johnson, \$1,000.00 from Cliff Eisenberg, \$1,000.00 from Cesar Blanco, \$2,500.00 from MVT Services LLC, \$500.00 from Martha Vera, \$2,500.00 from Antonio Davalos, \$5,000.00 from Josefino Bencomo III, \$1,000.00 from Alvin Johnson, \$500.00 from Dionicio "Manny" Alvarez, \$1,650.00 from Bridget Smith, \$500.00 from Suzanne Ramos, \$500.00 from Ogechika Alozie, \$2,500.00 from International Brotherhood of Electrical Workers (IBEW) 960, \$500.00 from El Paso Association of Contractors (EPAC), \$1,000.00 from Richard Lange, \$1,000.00 from Alan Abbott, \$1,000.00 from Jack Chapman, \$500.00 from Lesley Briones, \$1,000.00 from Nolan Perez, \$500.00 from Richard De Santos, \$4,166.20 from Woody Hunt, \$100,000 Ysleta Del Sur, \$975 from Severo Hughston, and \$150,231.54 from Protect and Serve Political Action Committee.

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

19. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Alejandra Chavez, candidate for District 1, in the amounts of \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. PAC, \$650 from Bridget J Smith, and \$2,500 from Woody & Gayle Hunt.

[24-1607](#)

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

20. Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager. [POSTPONED FROM 10-22-2024 AND 11-12-2024]

[24-1485](#)

All Districts

Members of the City Council, Representative Brian Kennedy, (915) 212-0001

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: 865-088-523#

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 changing the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-1558](#)

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: Stan Roberts Sr. and US-54 Patriot Freeway
Applicant: Ranchos Real IV, LTD, PZRZ24-00014

District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

22. An Ordinance releasing a condition placed on property by Ordinance No. 016754 which changed the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad 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.

[24-1560](#)

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: Stan Roberts Sr. and US-54 Patriot Freeway
Applicant: Ranchos Real IV, LTD, PZCR24-00004

District 4

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

23. An Ordinance changing the zoning of a portion of Lot 11, Block 5, North Loop Gardens No. 1, 7705 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-1562](#)

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: 7705 North Loop Drive
Applicant: Ruben and Martha Perez, PZRZ23-00042

District 3

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

24. An Ordinance changing the zoning of all of Lots 17C169, 17C170, 17C171, 17C172, 17C173 and remainder of Lot 17-C-174, out of Section 8, Block 79, T-3, Texas and Pacific Railway Company Survey (T. & P. RR. CO.), City of El Paso, El Paso County, Texas from R-3 (Residential) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-1563](#)

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: Vista del Sol Dr. and Joe Battle Blvd.
Applicant: Lubbock Christian University, PZRZ24-00022

District 6

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

25. An Ordinance changing the zoning of a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas from M-2/sc (Heavy Manufacturing/special contract) to C-4/sc (Commercial/special contract) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[24-1564](#)

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: Inglewood Dr. and Alameda Ave.
Applicant: Viva Property Land LLC, PZRZ24-00027

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON DECEMBER 17, 2024

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

26. The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city.

[24-1551](#)

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. This change order will increase referenced contract by \$648,750.00 for a total estimated amount not to exceed \$3,243,750.00. This change order will add capacity to the current contract to increased fuel cost through the duration of the contract and while a replacement contract is awarded.

Department: Streets and Maintenance
Award to: Alon Brands, Inc.
City & State: Dallas, TX
Current Contract Estimated Amount: \$2,595,000.00
Change Order Award: \$648,750.00
Total estimated Amount not to Exceed: \$3,243,750.00
Account(s): 532-3600-37020-531240-P3701
Funding Source(s): Internal Service
District(s): All

This was a Low Bid Award - Requirements Contract.

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

27. An Ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.0208 acres of land located in the Nellie D. Mundy Survey Number 241, City of El Paso, El Paso County, Texas. [24-1498](#)

District 1

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

28. An Ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.5069 acres of land located in the Nellie D. Mundy Survey Number 241, City of El Paso, El Paso County, Texas. [24-1501](#)

District 1

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

29. An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), to amend the following: Section 2.64.030 (Board of Trustees-Membership) to create Subsection (D) regarding advocating for candidates in trustee elections; Section 2.64.190A (Contributions) to delete obsolete language; Subsection 2.64.200(B) to add language clarifying and defining "Preceding Retirement" under Section 2.64.200(B)(2) and create Subsection 2.64.200(B)(5) to define "Pensionable Gross Contributions"; Section 2.64.205(A)(3)(B) (Proportionate Retirement Benefits), to clarify years that apply for pension credit; Section 2.64.210, Subsection 2.64.210A, Subsection 2.64.210B, Subsection 2.64.210C(1), and Subsection 2.64.210E (Disability Pensions), Subsection 2.64.210C(3) and Subsection 2.64.210C(5) to define and clarify pension for employees who become disabled; and Section 2.64.230 (Death Benefits of Widows and Children) to add new Section (M) regarding proof of incapacitation. [24-1506](#)

All Districts

Human Resources, Mary L. Wiggins, (915) 212-1267

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

30. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing Tow-Away Zone), Subsection A, TO ADD ITEM 119: N El Paso Street from Franklin Avenue to W Main Drive, west side. [24-1535](#)

District 8

Streets and Maintenance, Joshua E. Lerma, (915) 212-054

Streets and Maintenance, Richard Bristol, (915) 212-7015

REGULAR AGENDA - OTHER BUSINESS:

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

31. Discussion and action on a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and POPULAR BUILDING EL PASO LLC ("Applicant") in support of a downtown multi-family housing redevelopment project located at 301 E. San Antonio Ave., El Paso, Texas 79901. The Agreement requires the Applicant to make a minimum investment of \$35,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,720,000 in the form of a Real Property Tax Rebate via TIRZ 5 Funds, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate; in addition to a 10-Year Development Note of \$4,000,000 via Impact Funds.

[24-1571](#)

District 8

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

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

32. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to the Resolution as Exhibit A, for the Capital Improvement Department in support of allocating investment interest proceeds to set up budget for Art Museum expenditures associated for the HVAC system and the closure of project PCP20PRK011 - McKelligon Canyon Party Hall.

[24-1568](#)

All Districts

Office of Management and Budget, K. Nicole Cote, 915-212-1092
Capital Improvement Department, Yvette Hernandez, 915-212-0065

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED
MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1573, 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 12, 2024 and the Special City Council Meeting of November 13, 2024.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-69, 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 #: 24-1557, 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, Karina Brasgalla, (915) 212-0094

AGENDA LANGUAGE:

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

A Resolution nominating Tenet Hospitals Limited - Providence Memorial Campus as a Texas State Enterprise Zone Project. If designated, Tenet Hospitals Limited - Providence Memorial Campus will invest \$13.3M to upgrade the facility and update medical equipment, at the Hospitals of Providence Memorial Campus located at 2001 North Oregon Street, El Paso, Texas 79902; and retain 696 full-time positions and create an additional 15 full-time positions at that location over the term of the project's designation.

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

AGENDA DATE: November 19, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-0094

DISTRICT(S) AFFECTED: 8

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

SUBGOAL: 1.1 Stabilize and expand El Paso's tax base

SUBJECT:

A Resolution nominating Tenet Hospitals Limited - Providence Memorial Campus as a Texas State Enterprise Zone Project. If designated, Tenet Hospitals Limited - Providence Memorial Campus will invest \$13.3M to upgrade the facility and update medical equipment, at the Hospitals of Providence Memorial Campus located at 2001 North Oregon Street, El Paso, Texas 79902; and retain 696 full-time positions and create an additional 15 full-time positions at that location over the term of the project's designation.

BACKGROUND / DISCUSSION:

The Texas Enterprise Zone Program is a State-funded economic development tool that allows the City of El Paso to collaborate with the State of Texas to encourage job creation and retention and capital investment in economically distressed areas of the state. Through the program, Texas communities may nominate companies in their jurisdiction to receive Enterprise Zone designation, a designation that allows qualifying projects to collect state sales and use tax refunds or rebates on qualified expenditures made by the company.

The City of El Paso is nominating Tenet Hospitals Limited - Providence Memorial Campus as an Enterprise Zone Project to the Office of the Governor Economic Development and Tourism for the remodel of the Mother Baby wing, modernization of the emergency room, the addition of equipment such as Da Vinci 5, Cath Lab equipment and surgical services equipment at 2001 North Oregon Street, El Paso, Texas 79902. Once nominated by the City of El Paso and designated by the State, the business is eligible to apply for state sales and use tax refunds on qualified expenditures provided that they satisfy capital investment and job creation and retention metrics.

PRIOR COUNCIL ACTION:

August 27, 2024	Tenet Hospitals Limited – Transmountain Campus
August 27, 2024	Tenet Hospitals Limited – Sierra Campus
August 27, 2024	Tenet Hospitals Limited – East Campus
August 27, 2024	Western Refining Company LLC
November 22, 2022	El Paso Healthcare System, Ltd. – Las Palmas Medical Center
August 30, 2022	Phelps Dodge Refining Corp.
May 24, 2022	El Paso Healthcare Systems, LTD – Del Sol Medical Center
August 30, 2021	Charter Communications, Inc.

AMOUNT AND SOURCE OF FUNDING:

Texas Enterprise Zone designation enables businesses to receive only state sales and use tax refunds; there is no impact on local tax revenue.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Economic and International Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

**A RESOLUTION NOMINATING TENET HOSPITALS LIMITED – PROVIDENCE
MEMORIAL CAMPUS,
AS A TEXAS STATE ENTERPRISE ZONE PROJECT**

WHEREAS, the City Council of the City of El Paso (“City”) has previously adopted Ordinance No. 017116 on May 26, 2009, electing to participate in the Texas Enterprise Zone Program; and

WHEREAS, the City adopted Ordinance No. 019667 on August 27, 2024 reaffirming its participation in the Texas Enterprise Zone Program and establishing that future program nominations of Texas State Enterprise Projects (“TEZ Project”) may be approved by resolution pursuant to Sec. 2303.4051(f) of the Texas Government Code (“Code”), provided that such projects meet those requirements in accordance with Chapter 2303 of the Code; and

WHEREAS, the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 017116 and Ordinance No. 019667; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (“Act”), TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, has applied to the City for designation as an enterprise zone project; and

WHEREAS, the Office of the Governor Economic Development and Tourism (“EDC”) through the Economic Development Bank (“Bank”) will consider TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the city and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, the City finds that TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, meets the criteria for designation as an TEZ Project under Chapter 2303, Subchapter F of the Act on the following grounds:

1. TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site located inside an enterprise zone and at least 25% of the business’ new employees will be residents of an enterprise zone, economically disadvantaged individuals, or veterans; and
2. There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
3. The designation of TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, meets the criteria for tax relief and other incentives adopted by the City and nominates TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, for TEZ Project status on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in full compliance with Chapter 2303, Texas Government Code prior to nomination of an eligible business; and

WHEREAS, the City finds that it is in the best interest of the City to TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, as a TEZ Project pursuant to the Act.

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

1. That TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS, is a “qualified business” as defined in Section 2303.402 of the Act, and TENET HOSPITALS LIMITED – PROVIDENCE MEMORIAL CAMPUS meets the criteria for designation as a TEZ Project, as set forth in Section 2303, Subchapter F of the Act;
2. That the enterprise zone project shall take effect on the date of designation of the enterprise project by the agency and terminate five years after date of designation; and
3. That the City Manager or designee be authorized to sign any and all documents required by EDC to complete the nomination process.

APPROVED this ____ day of _____, 2024.

THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Interim Director
Economic & International Development

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Corey Davison
Business Name	Tenet Hospitals Ltd.
Agenda Item Type	Texas Enterprise Zone Nominations
Relevant Department	Economic and International Development

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Corey Davison Digitally signed by Corey Davison
Date: 2024.08.22 10:02:13 -05'00' Date: 8/14/2024



Legislation Text

File #: 24-1569, 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.

All Districts

Airport, Tony Nevarez, (915) 212-0330

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 an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport legally described as a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, City of El Paso El Paso County Texas.

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

DEPARTMENT: Aviation

AGENDA DATE: 11/19/2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Tony Nevarez, Interim Aviation
Director (915) 212-7301

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development

SUBGOAL: 1.4: Grow the core business of air transportation

SUBJECT: Underground Electrical and Transformer Pad Easement for El Paso Electric

A Resolution that the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to property in the vicinity of the El Paso International Airport legally described as a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, El Paso County Texas.

BACKGROUND / DISCUSSION:

The easement is needed to provide electric service to the facility.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:


Tony Nevarez, Interim Aviation Director

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Underground Electrical and Transformer Pad Easement to accommodate an electrical transmission line to provide electrical power to property in the vicinity of the El Paso International Airport, said easement more particularly described as:

A portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, El Paso County, Texas.

APPROVED this _____ day of _____ 2024.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



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

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

**A PORTION OF LOT 1, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK UNIT ONE,
EL PASO COUNTY, TEXAS**

The easement is as depicted in Exhibit "A"

With the right to trim any trees and flora around said electrical facilities so as to the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

The term of this easement shall not exceed the maximum term allowable by applicable federal, state, local laws rules and regulation including the FAA Grant Assurances. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Dionne Mack
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez
Intern Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
Dionne Mack as **City Manager** of the **City of El Paso**.

Notary Public in and for
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

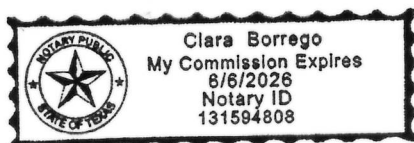
GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor - Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 6th day of November, 2024 by
Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso
Electric Company, a Texas corporation.



Clara Borrego
Notary Public in and for
the State of Texas

EPIA Addendum to EPEC Easement - FAA

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

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix C of Appendix 4]

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

B. With respect to the easement, in the event of breach of any of the above nondiscrimination covenants, Grantor will have the right to terminate the easement and to enter or re-enter and repossess said land and the facilities thereon (excepting Grantee's electrical facilities, which shall be removed by Grantee as soon as reasonably practical upon notice by Grantor), and hold the same as if said easement had never been made or issued. [See FAA Order 1400.11, Appendix D of Appendix 4]

3. A. During the term of this easement, Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms —programs or activities to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Grantor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E of Appendix 4]

EXHIBIT "A"

Barragan & Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

DESCRIPTION (El Paso Electric Company Easement)

Description of a proposed easement within Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, filed for record in Volume 73, Page 50, Plat Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a city monument located at a radius point of the monument line of the west end of George Perry Boulevard opposite Lot 1, Block 1, Butterfield Trail Aviation Park Unit One; **WHENCE**, a found city monument at said centerline, bears S 53° 06' 08" W (S 49° 58' 00" W - Plat), a distance of 2464.86 feet; **THENCE**, N 41° 14' 33" E, a distance of 3353.30 feet to a point, being the **POINT OF BEGINNING** of this description;

THENCE, N 48° 18' 58" W, a distance of 152.87 feet to a point;

THENCE, S 53° 05' 57" W, a distance of 2.90 feet to a point;

THENCE, N 36° 54' 03" W, a distance of 20.00 feet to a point;

THENCE, N 53° 05' 57" E, a distance of 16.00 feet to a point;

THENCE, S 36° 54' 03" E, a distance of 20.00 feet to a point;

THENCE, S 53° 05' 57" W, a distance of 2.90 feet to a point;

THENCE, S 48° 18' 58" E, a distance of 152.93 feet to a point;

THENCE, S 53° 26' 30" W, a distance of 10.22 feet to the **POINT OF BEGINNING** of this description and containing in all 0.04 acres more or less.

NOTES:

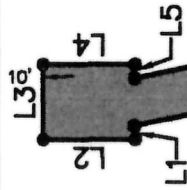
1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client's/owner's responsibility to comply with this code if required.
4. This survey was done without the benefit of a title report.
5. A sketch of even dated accompanies this description.



Benito Barragan, J. R. P. L. S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
September 19, 2024
Revised: September 20, 2024
Job No. 240617-11

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

EXISTING BUILDING



LOT 1
OWNER: CITY OF EL PASO
*R.P.R.E.P.C.

1 BUTTERFIELD TRAIL
AVIATION PARK UNIT ONE

VOL. 73, PG. 50
*R.P.R.E.P.C.

LOT 1
OWNER: CITY OF EL PASO
*R.P.R.E.P.C.

1 BUTTERFIELD TRAIL
AVIATION PARK UNIT ONE

VOL. 73, PG. 50
*R.P.R.E.P.C.

LEGEND

- FOUND CITY MONUMENT
- CALCULATED POINT
(UNLESS NOTED OTHERWISE)
- EASEMENT CORNER

P.O.C.
AT CUL-DE-SAC
RADIUS POINT

N41°14'33"E
3353.30'
S53°06'47"W 2484.86'
(S49°58'00"W - PLAT)

EXISTING UNDERGROUND
ELECTRIC LINE
(RED LINES SPOTTED
BY OTHERS)

LINE	BEARING	LENGTH
L1	S53°05'57"W	2.90'
L2	N36°54'03"W	20.00'
L3	N53°05'57"E	16.00'
L4	S36°54'03"E	20.00'
L5	S53°05'57"W	2.90'
L6	S53°26'30"W	10.22'

GEORGE PERRY BOULEVARD
(120' R.O.W.)

*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS
N.O.I.E.S.

- BEARINGS SHOWN ARE GRID BEARINGS DERIVED FROM RTK OBSERVATIONS TO THE TEXAS CO-OP NETWORK, REFERRED TO THE TEXAS COORDINATE SYSTEM (NAD 83) CENTRAL ZONE. DISTANCES ARE GROUND AND MAY BE CONVERTED TO GRID DIVIDING BY 1.000231. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
- THIS PROPERTY MAY BE SUBJECT TO EASEMENTS WHETHER OF RECORD OR NOT. NO ADDITIONAL RESEARCH WAS PERFORMED BY BARRAGAN & ASSOCIATES INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
- THIS SKETCH WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
- A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS SKETCH.



Barragan
&
Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10181200
10950 Pelicano Dr., Building-F,
El Paso, TX 79937
Phone (915) 581-3788 Fax (915) 581-3788

PROJECT: GEORGE PERRY-EPECO EASEMENT
JOB NUMBER: 240817-11
DATE: SEPTEMBER 19, 2024
SCALE: 1"= 40'
SURVEYOR: DENNIS BARRAGAN
TECHNICIAN: ISAAC BARRAGAN
DRAWING: ISAAC BARRAGAN
FIELD NOTES: DANIEL BARRAGAN JR
PARTY CHIEF: DANIEL BARRAGAN JR
FIELD BOOKS: DANIEL BARRAGAN JR

E.P.E.CO. EASEMENT
LOT 1, BLOCK 1,
BUTTERFIELD TRAIL
AVIATION PARK UNIT ONE,
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
EL AREA: 0.04 ACRES ±



Legislation Text

File #: 24-1570, 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.

District 8

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

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

AGENDA LANGUAGE:

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

The closure of right-of-way within the City of El Paso for the One Size Fits All (OSFA) Anniversary Party from 12:00 p.m. to 11:00 p.m. on Saturday, December 14, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Mesa St. between E. San Antonio St. and Overland Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

EVENT NAME: OSFA Anniversary Party

PERMIT CASE NUMBER: CSEV24-00150

EVENT DATE/HOURS: Saturday, December 14, 2024, at 3:00 p.m. to 9:00 p.m.

TRAFFIC CONTROL: Saturday, December 14, 2024, at 12:00 p.m. to 11:00 p.m.

STATE ROW IN USE: Mesa St. between E. San Antonio St. and Overland Ave.

APPLICANT: Christian Euzarraga

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #4 Enhance El Paso's quality of life through recreational, cultural and educational environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

The closure of right-of-way within the City of El Paso for the OSFA Anniversary Party from 12:00 p.m. to 11:00 p.m. on Saturday, December 14, 2024, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street(s) in excess of four hours for a portion of Mesa St. between E. San Antonio St. and Overland Ave. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

BACKGROUND / DISCUSSION:

EVENT NAME: OSFA Anniversary Party
PERMIT CASE NUMBER: CSEV24-00150
EVENT DATE/HOURS: Saturday, December 14, 2024, at 3:00 p.m. to 9:00 p.m.
TRAFFIC CONTROL: Saturday, December 14, 2024, at 12:00 p.m. to 11:00 p.m.
STATE ROW IN USE: Mesa St. between E. San Antonio St. and Overland Ave.
APPLICANT: Christian Euzarraga
This Disclosure of Campaign Contributions and Donations Form was provided to the applicant for the opportunity to disclose contributions and donations.

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

Revised 04/09/2021

RESOLUTION

WHEREAS, Christian Euzarraga (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **OSFA Anniversary Party from 3:00 p.m. to 09:00 pm on Saturday December 14, 2024** (hereinafter referred to as the “Event”); and

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

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

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

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

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

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

That the closure of rights-of-way within the City of El Paso for the **OSFA Anniversary Party from 12:00 p.m to 11:00 p.m. on Saturday, December 14, 2024,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between E. San Antonio and Overland Ave.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00150)

(Signatures in the following page)

APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 120 MESA, EL PASO, TX 79901

Permit No: **EPTC24-03864**

Issued: **10/15/2024**

Expires: **12/14/2024**

Applicant	Phone Number	Barricade Company
CHRISTIAN EUZARRAGA 120S MESA ST EL PASO, TX 79901	Applicant:915-201-6297 Barricade:915-592-6619	APACHE BARRICADE.COM 11560 PELLICANO DR EL PASO, TX 79936

WORK AUTHORIZED: ONE SIZE FITS ALL
LOCATION: MESA BETWEEN SAN ANTONIO AND OVERLAND
PROJECT: BLOCK PARTY
EVENT NUMBER: CSEV24-00150
EVENT DATE: 12/14/24
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

Start Date: 12/14/2024

Expiration Date: 12/14/2024

Length of Term: Short

Closure Times: 12/14/24 at 12:00pm to 11:00pm Only
(Note: No Early Set Up or Late Pick Up)

*** NOTICE ***

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

City Traffic Engineer

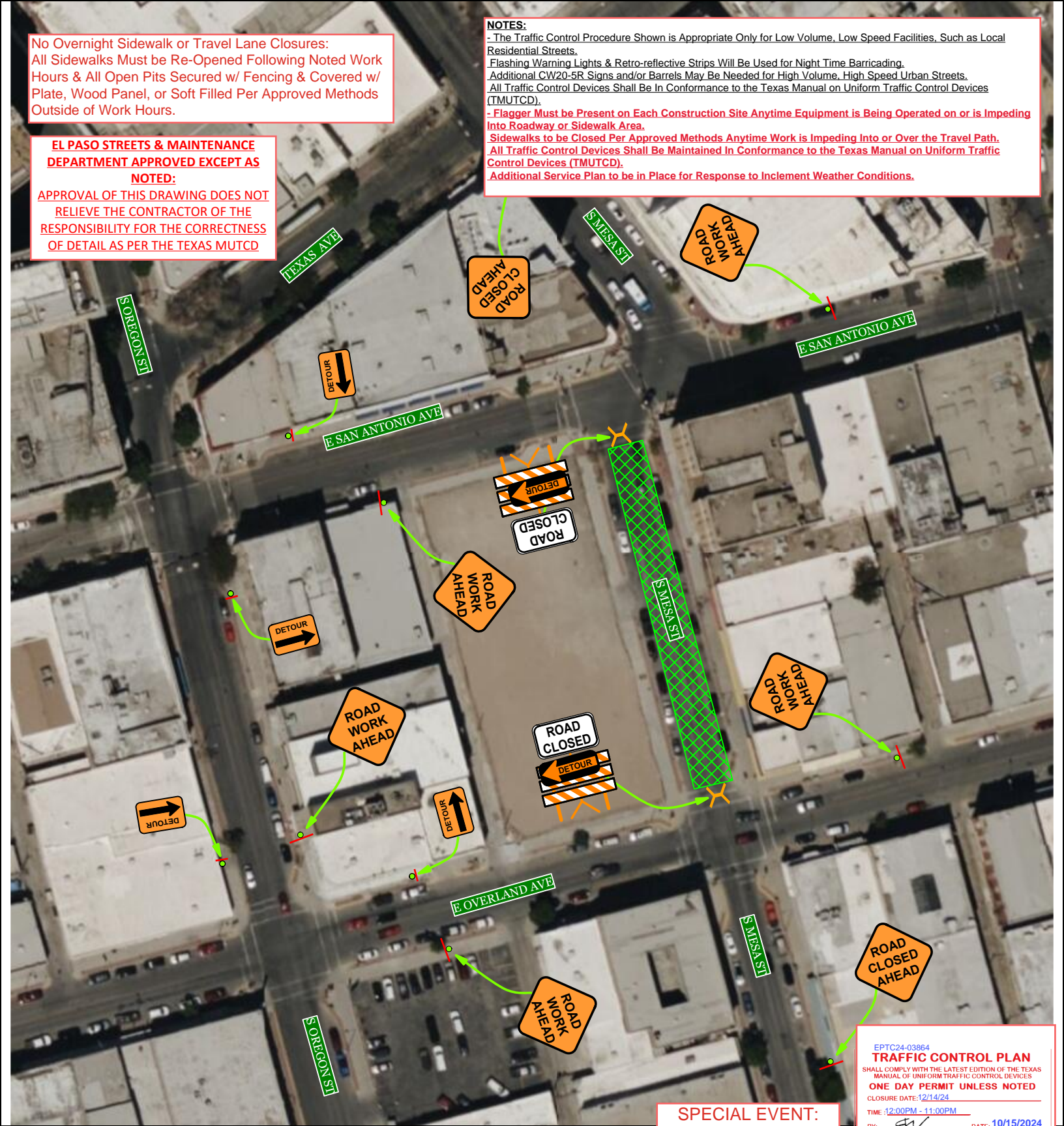
Contractor's, Owner's or Agent's Signature

Issued By Ed Vitanovec

No Overnight Sidewalk or Travel Lane Closures:
All Sidewalks Must be Re-Opened Following Noted Work Hours & All Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel, or Soft Filled Per Approved Methods Outside of Work Hours.

**EL PASO STREETS & MAINTENANCE
DEPARTMENT APPROVED EXCEPT AS
NOTED:**
APPROVAL OF THIS DRAWING DOES NOT
RELIEVE THE CONTRACTOR OF THE
RESPONSIBILITY FOR THE CORRECTNESS
OF DETAIL AS PER THE TEXAS MUTCD

NOTES:
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Flagger Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.



SPECIAL EVENT:
CSEV24-00150

EPTC24-03864
TRAFFIC CONTROL PLAN
SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 12/14/24
TIME: 12:00PM - 11:00PM
BY: DATE: 10/15/2024
CITY OF EL PASO STREETS AND MAINTENANCE

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



ONE SIZE FITS ALL
LOCATION: SAN ANTONIO BTW MESA AND OREGON
PROJECT: BLOCK PARTY
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

LEGEND

= BLOCK PARTY

= ROAD CLOSED

UNLESS OTHER WISE

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

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

W I T N E S S E T H

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

WHEREAS, the local government has requested the temporary closure of Mesa Street, for the purpose of allowing OSFA Anniversary Party, from 12:00 p.m. on December 14, 2024 to 11:00 p.m. on December 14, 2024 as described in the attached “Exhibit A”, hereinafter identified as the “Event;” and

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

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

WHEREAS, on the 19th day of November 2024, the El Paso City Council passed a Resolution, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

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

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF EL PASO

Executed on behalf of the local government by:

Dionne Mack
City Manager


Date_____

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

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

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

Date_____



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



Site Address: 120 MESA, EL PASO, TX 79901

Permit No: **EPTC24-03864**

Issued: **10/15/2024**

Expires: **12/14/2024**

<u>Applicant</u>	<u>Phone Number</u>	<u>Barricade Company</u>
CHRISTIAN EUZARRAGA 120S MESA ST EL PASO, TX 79901	Applicant:915-201-6297 Barricade:915-592-6619	APACHE BARRICADE.COM 11560 PELLICANO DR EL PASO, TX 79936

WORK AUTHORIZED: ONE SIZE FITS ALL
LOCATION: MESA BETWEEN SAN ANTONIO AND OVERLAND
PROJECT: BLOCK PARTY
EVENT NUMBER: CSEV24-00150
EVENT DATE: 12/14/24
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

Start Date: 12/14/2024

Expiration Date: 12/14/2024

Length of Term: Short

Closure Times: 12/14/24 at 12:00pm to 11:00pm Only
(Note: No Early Set Up or Late Pick Up)

*** NOTICE ***

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

City Traffic Engineer

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

Issued By Ed Vitanovec

No Overnight Sidewalk or Travel Lane Closures:
All Sidewalks Must be Re-Opened Following Noted Work Hours & All Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel, or Soft Filled Per Approved Methods Outside of Work Hours.

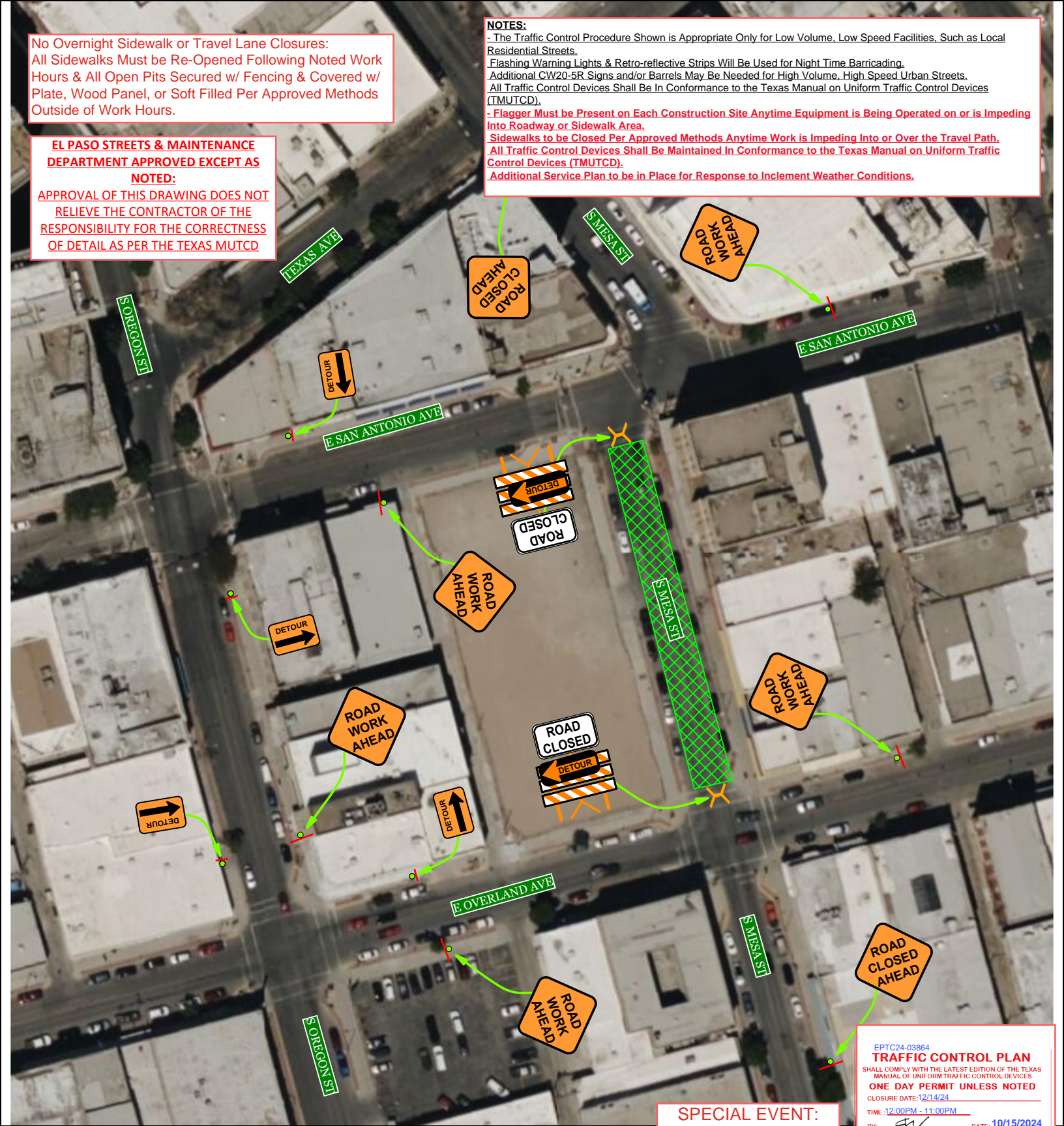
EL PASO STREETS & MAINTENANCE
DEPARTMENT APPROVED EXCEPT AS

NOTED:

APPROVAL OF THIS DRAWING DOES NOT
RELIEVE THE CONTRACTOR OF THE
RESPONSIBILITY FOR THE CORRECTNESS
OF DETAIL AS PER THE TEXAS MUTCD

NOTES:

- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Flagger Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.



SPECIAL EVENT:
CSEV24-00150

EPTC24-03864
TRAFFIC CONTROL PLAN

SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 12/14/24

TIME: 12:00PM - 11:00PM

BY: DATE: 10/15/2024

CITY OF EL PASO STREETS AND MAINTENANCE

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



ONE SIZE FITS ALL
LOCATION: SAN ANTONIO BTW MESA AND OREGON
PROJECT: BLOCK PARTY
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

LEGEND

= BLOCK PARTY

= ROAD CLOSED

UNLESS OTHER WISE

EXHIBIT B

RESOLUTION

WHEREAS, Christian Euzarraga (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **OSFA Anniversary Party from 3:00 p.m. to 09:00 pm on Saturday December 14, 2024** (hereinafter referred to as the “Event”); and

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

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

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

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

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

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

That the closure of rights-of-way within the City of El Paso for the **OSFA Anniversary Party from 12:00 p.m to 11:00 p.m. on Saturday, December 14, 2024,** serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa Street between E. San Antonio and Overland Ave.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV24-00150)

(Signatures in the following page)

APPROVED this _____ day of _____, 2024.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 120 MESA, EL PASO, TX 79901

Permit No: **EPTC24-03864**

Issued: **10/15/2024**

Expires: **12/14/2024**

Applicant	Phone Number	Barricade Company
CHRISTIAN EUZARRAGA 120S MESA ST EL PASO, TX 79901	Applicant:915-201-6297 Barricade:915-592-6619	APACHE BARRICADE.COM 11560 PELLICANO DR EL PASO, TX 79936

WORK AUTHORIZED: ONE SIZE FITS ALL
LOCATION: MESA BETWEEN SAN ANTONIO AND OVERLAND
PROJECT: BLOCK PARTY
EVENT NUMBER: CSEV24-00150
EVENT DATE: 12/14/24
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

Start Date: 12/14/2024

Expiration Date: 12/14/2024

Length of Term: Short

Closure Times: 12/14/24 at 12:00pm to 11:00pm Only
(Note: No Early Set Up or Late Pick Up)

*** NOTICE ***

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

City Traffic Engineer

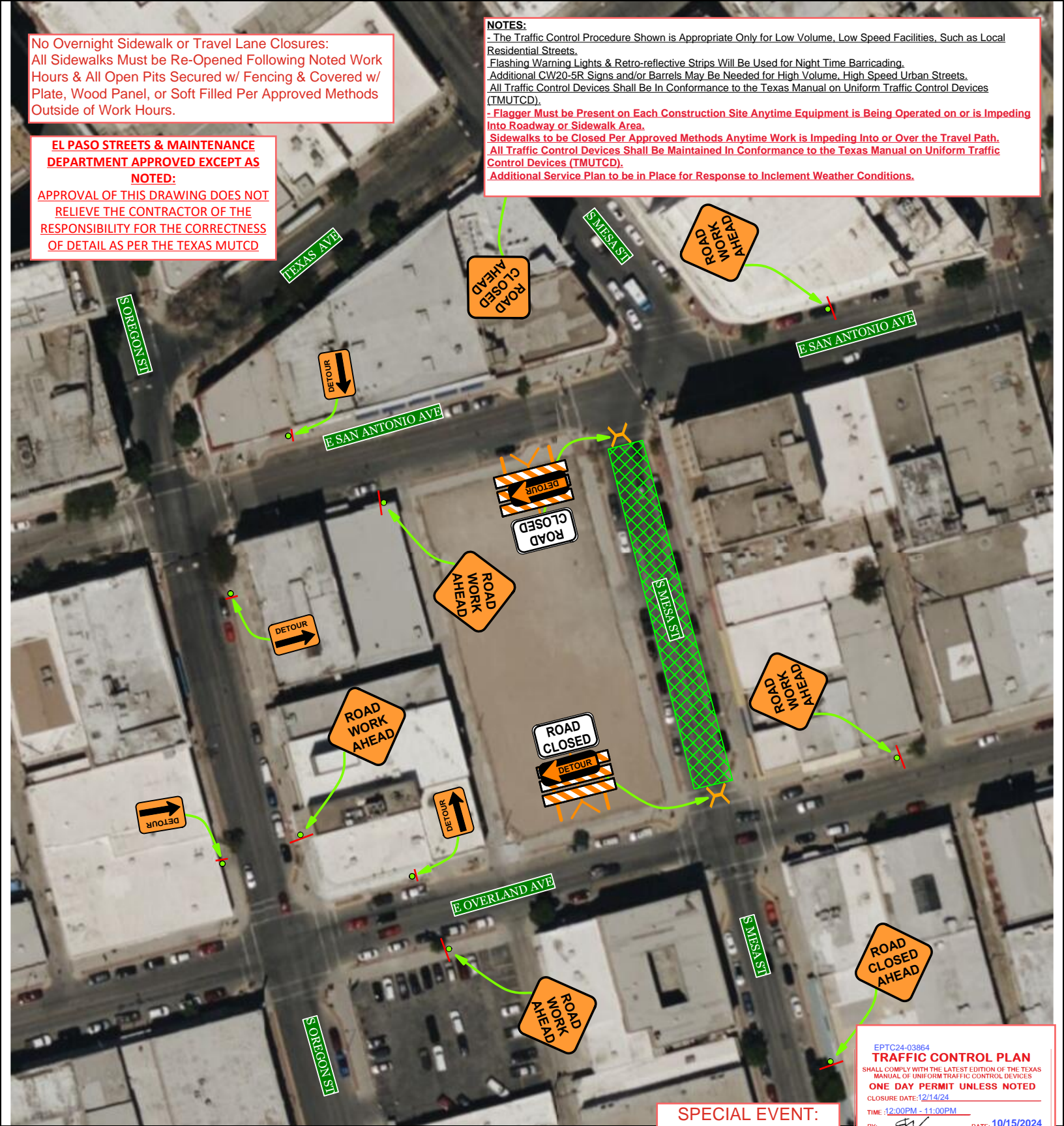
Contractor's, Owner's or Agent's Signature

Issued By Ed Vitanovec

No Overnight Sidewalk or Travel Lane Closures:
All Sidewalks Must be Re-Opened Following Noted Work Hours & All Open Pits Secured w/ Fencing & Covered w/ Plate, Wood Panel, or Soft Filled Per Approved Methods Outside of Work Hours.

**EL PASO STREETS & MAINTENANCE
DEPARTMENT APPROVED EXCEPT AS
NOTED:**
APPROVAL OF THIS DRAWING DOES NOT
RELIEVE THE CONTRACTOR OF THE
RESPONSIBILITY FOR THE CORRECTNESS
OF DETAIL AS PER THE TEXAS MUTCD

NOTES:
- The Traffic Control Procedure Shown is Appropriate Only for Low Volume, Low Speed Facilities, Such as Local Residential Streets.
- Flashing Warning Lights & Retro-reflective Strips Will Be Used for Night Time Barricading.
- Additional CW20-5R Signs and/or Barrels May Be Needed for High Volume, High Speed Urban Streets.
- All Traffic Control Devices Shall Be In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Flagger Must be Present on Each Construction Site Anytime Equipment is Being Operated on or is Impeding Into Roadway or Sidewalk Area.
- Sidewalks to be Closed Per Approved Methods Anytime Work is Impeding Into or Over the Travel Path.
- All Traffic Control Devices Shall Be Maintained In Conformance to the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- Additional Service Plan to be in Place for Response to Inclement Weather Conditions.



SPECIAL EVENT:
CSEV24-00150

EPTC24-03864
TRAFFIC CONTROL PLAN
SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
CLOSURE DATE: 12/14/24
TIME: 12:00PM - 11:00PM
BY: *[Signature]* DATE: 10/15/2024
CITY OF EL PASO STREETS AND MAINTENANCE

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



ONE SIZE FITS ALL
LOCATION: SAN ANTONIO BTW MESA AND OREGON
PROJECT: BLOCK PARTY
TTC: ROAD CLOSURE W/ DETOUR ROUTE

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

LEGEND

= BLOCK PARTY

= ROAD CLOSED

UNLESS OTHER WISE

OSFA Anniversary Party

Event Name : OSFA Anniversary Party

Event Type : Block Party

Event Purpose : Community Activity

No Of Days : 1

Event Start Date : December 14, 2024

Event End Date : December 14, 2024

Event Time :

	Start Time	End Time
Day 1 - December 14, 2024	3:00 PM	9:00 PM

	Date	From	To
Setup	December 14, 2024	12:00 PM	1:00 PM
TearDown	December 14, 2024	10:00 PM	11:00 PM

Anticipated Maximum Attendance (Staff, Volunteers and Attendees.) :

Date	Participants	Spectators	Total
Day 1 - December 14, 2024	6	100	106

Contact Person(s)

Name : Christian Euzarraga

Address : 6250 cleveland ave El Paso , Texas, 79905 , United States

Email : ceuzarraga13@gmail.com

Mobile : 9152016297

Office Phone :

Park Use

Event not take place any of the Downtown Parks

Fire & Public Safety

Security

Hiring Security Guards : No

Police

Hiring Police Officers : No

Will you be erecting temporary fences or barriers? Yes

Will you be erecting temporary structures such as tents or canopies? Yes

Size and quantity of temporary structures :

half dozen 10x10 tents

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

generators if necessary

What will need electrical power?

dJ booth

Participating businesses open in the conjunction with the event?

One Size Fits All Vintage

Traffic Control Information

Company Name : Apache

Company Contact Number : (915) 592-6619

Street Closure :

S Mesa between Overland and San Antonio

Alley is Affected : No

Parking Meters

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

Yes

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

No

Start Date : December 14, 2024

End Date : December 14, 2024

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
0	2	2	0

Purpose of Amplification : Ambience

Location description of amplification devices : 2 regular sized speakers hooked up to some CDJs

Alcohol Use

Will alcoholic beverages be sold, served or consumed at your event? No

Will alcoholic beverages be sold, served or consumed on a city right of way? No

Will alcoholic beverages be sold, served or consumed in the park? No

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event :

Permit / License Holder name :

Will non-profit entity buy/sell alcohol for your event? No

Food & Merchandise Sales

No food & merchandise sales involved in this event

Event Clean Up

No arrangement for cleaning and sanitation services.

Internet Access

Is Wireless Internet access needed? No

Is A Secure Wireless Internet Connection needed ? No

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted

Signed notice of proposed closure form : submitted

Public Safety Plan : submitted

Traffic control plan : submitted

Parking Meters : submitted

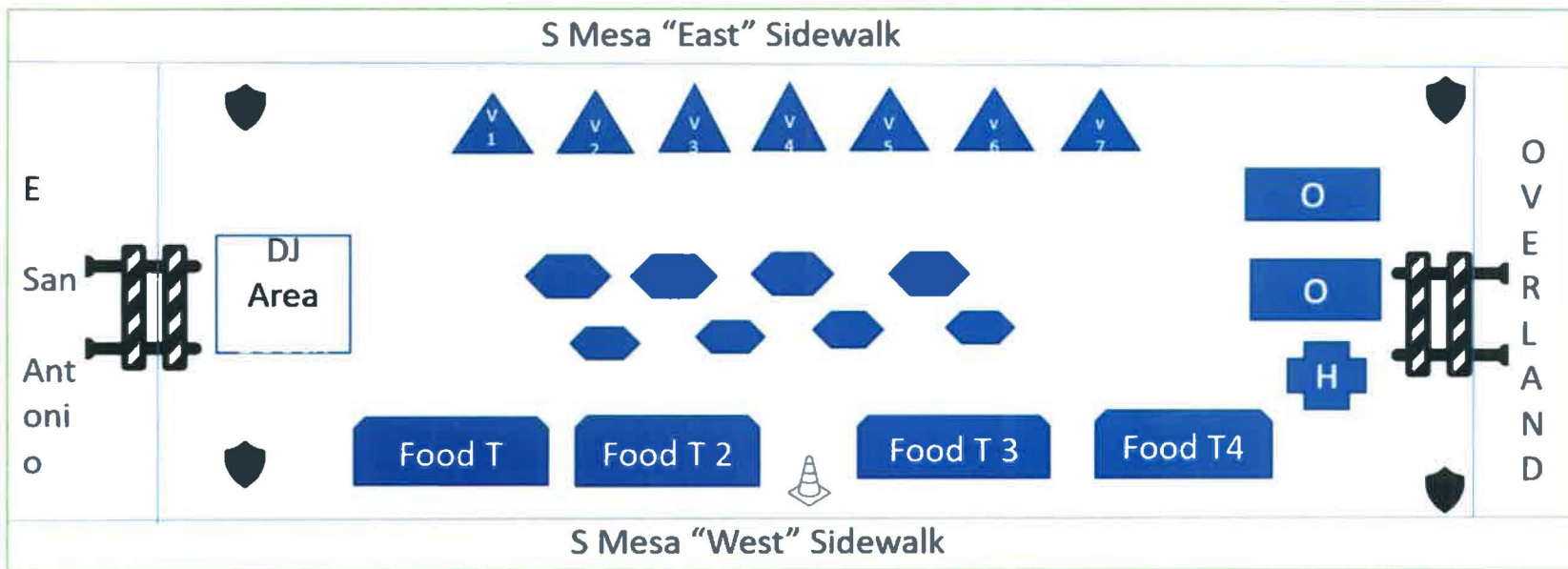
Applicant Name :

Applicant E-Signature :

Sign Date :

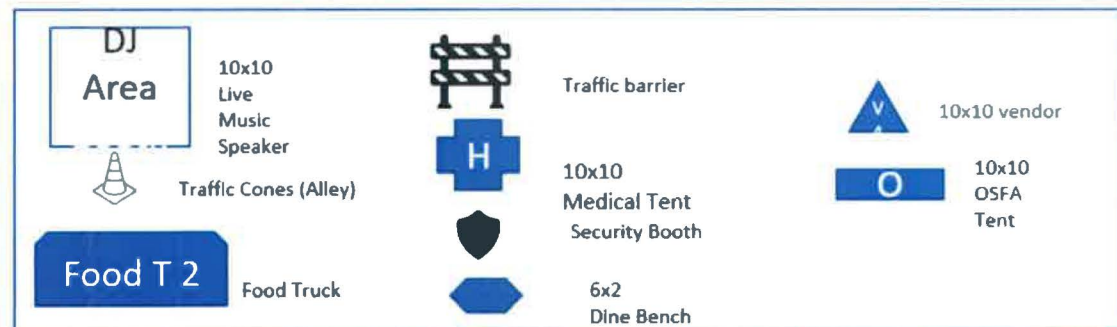
OSFA Block Party Map December 14th 2024 6pm-10pm

- Hosting Live DJs, Food Trucks, and Local Small Business Vendors
- To Be Held on S Mesa St, between E San Antonio and Overland



KEY NOTES

- Sidewalks remain accessible
- All tents, including OSFA & Med will be 10x10 standard tents
- 8 standard 6x2 tables with surrounding chairs will be available
- DJ Area is limited to a 10x10 tent or standing space, no stage
- tents 1-7 represent true north, food trucks face true north





Legislation Text

File #: 24-1565, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Approve a Resolution that the tax roll is hereby approved and constitutes the final 2024 tax roll for all entities, including the ratified tax rate for Anthony Independent School District, for which the City Tax Assessor/Collector collects taxes.

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

AGENDA DATE: November 19, 2024

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

Approve a resolution that the tax roll is hereby approved and constitutes the final 2024 tax roll for all entities, including the ratified tax rate for Anthony Independent school District, for which the City Tax Assessor/Collector collects taxes.

BACKGROUND / DISCUSSION:

This is the 2024 tax roll for all entities which the City Tax Assessor Collector collects taxes.

PRIOR COUNCIL ACTION:

City Council adopts the tax roll yearly.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

WHEREAS, on October 8, 2024 the City adopted the 2024 Tax Roll for all entities that adopted each entity’s budget or tax rate by October 1, 2024; and

WHEREAS, Anthony Independent School District ratified its tax rate on November 5, 2024 and certified their tax rate to the Consolidated Tax Assessor/Collector; and

WHEREAS, the Consolidated Tax Assessor/Collector now desires to amend and submit the revised tax roll to City of El Paso Council for approval as the final 2024 tax roll.

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

THAT the tax roll attached hereto as Attachment A is hereby approved and constitutes the 2024 tax roll for all entities for which the Consolidated Tax Assessor/Collector collects taxes.

APPROVED THIS ____ DAY OF _____, 2024.

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:

Maria O. Pasillas
Maria O. Pasillas
City Tax Assessor/Collector

ATTACHMENT A

**SUMMARY
OF THE
2024 TAX ROLL**

2024 CONSOLIDATED TAX ROLL

Jurisdiction	Unit #	Total Parcels	Gross Market Value	Net Taxable Value	2024 Levy
City of El Paso	01	243,745	74,628,594,228	54,561,796,663	415,436,248
El Paso ISD	03	108,696	35,740,900,247	21,670,135,614	217,321,700
City of Socorro	04	16,780	3,116,855,463	2,270,716,886	15,143,411
Ysleta ISD	05	68,413	16,544,791,304	8,509,416,391	100,429,940
El Paso County	06	443,336	92,229,985,319	69,267,202,704	295,301,953
El Paso Community College	07	443,295	92,204,283,259	70,707,051,767	76,212,197
University Medical Center	08	443,297	92,204,279,838	71,341,369,483	156,612,811
Socorro ISD	09	104,025	27,533,157,153	16,680,839,206	170,048,760
Clint ISD	10	125,246	3,935,855,277	2,132,769,710	23,234,084
Fabens ISD	11	5,408	564,738,727	263,038,674	2,853,023
Town of Clint	12	1,039	178,247,320	125,737,434	741,153
Horizon Regional MUD	14	110,880	3,519,913,648	2,840,647,933	18,827,446
Emergency Services District #1	15	107,536	8,259,092,264	6,956,863,842	6,956,844
Anthony ISD	16	2,113	437,302,140	248,951,324	2,195,203
Town of Anthony	17	1,905	374,727,810	290,636,527	2,582,451
Canutillo ISD	18	19,448	6,513,284,387	3,803,862,091	42,547,966
San Elizario ISD	19	7,161	721,003,809	331,590,465	2,841,244
Tornillo ISD	20	2,889	215,492,500	103,312,041	1,144,032
Haciendas Del Norte Water District	22	560	182,125,962	133,964,637	59,637
Lower Valley Water District	25	38,884	5,524,921,546	4,098,985,856	5,931,886
Emergency Services District #2	27	92,047	9,497,074,527	7,056,147,955	5,564,159
Tornillo Water District	30	2,629	205,122,024	141,650,628	119,380
Town of Horizon City	31	9,379	2,095,246,025	1,625,697,018	9,093,532
Downtown Management District	33	652	1,042,464,045	501,992,597	602,391
Paseo Del Este MUD #10	34	1,404	434,308,529	363,295,880	2,394,483
Paseo Del Este MUD #1	35	663	973,418,643	822,799,955	6,171,000
Paseo Del Este MUD #3	36	1,361	387,672,302	340,086,104	2,359,177
Paseo Del Este MUD #11	37	581	109,263,838	91,783,053	681,306
Village of Vinton	38	1,236	271,507,464	181,848,449	1,457,401
Paseo Del Este MUD #2	39	1,028	301,680,590	255,758,667	1,869,084
El Paso County WCID #4	44	3,132	301,988,182	224,635,748	300,944
Paseo Del Este MUD #5	49	1,006	299,689,576	266,990,981	1,829,422
Paseo Del Este MUD #6	50	1,035	277,243,649	220,627,683	1,654,709
Paseo Del Este MUD #7	51	1,179	267,534,896	243,720,696	1,680,211
Paseo Del Este MUD #8	52	1,479	357,699,958	327,520,770	2,056,176
Paseo Del Este MUD #9	53	1,212	313,026,889	281,760,363	1,986,411
Paseo Del Este MUD #4	55	831	127,583,952	110,300,731	827,257
City of San Elizario	56	4,512	493,970,438	344,884,572	1,203,199
City of El Paso MMD #1	57	744	53,989,375	37,801,732	94,505
HMUD Hunt Communities DA	58	1,387	230,475,180	214,334,364	482,252
HMUD Hunt Properties DA	59	39	6,852,117	6,434,092	14,477
HMUD Rancho Desierto Bello DA	60	489	83,413,925	80,915,969	182,061
HMUD Ravenna DA	63	605	141,361,652	127,039,710	285,839
HMUD Summer Sky N DA	64	2	340,986	340,986	767
Totals					\$1,599,332,131

Source: Certified totals from CAD and TC502.



Legislation Text

File #: 24-1545, 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

Animal Services Department, Terry Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

Resolution that the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and Town of Horizon City, Texas ("Horizon"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City.

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Terry K. Kebschull, Animal Services Director (915) 212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the Town of Horizon City, Texas ("Horizon"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City.

BACKGROUND / DISCUSSION:

This is an Interlocal Agreement between the Town of Horizon City and the City of El Paso, in which El Paso Animal Services agrees to receive each animal that the Town of Horizon City delivers to the shelter. This includes animals brought by their respective animal control contractors or verified residents of the Town of Horizon City.

PRIOR COUNCIL ACTION:

A previous agreement was approved on 14 February 2017.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Animal Services

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:


Terry K. Kebschull, Animal Services Director

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 (the "City") and Town of Horizon City, Texas ("Town of Horizon City"), for the period of September 1, 2024 through August 31, 2025, for the City's Department of Animal Services to provide various animal services to the Town of Horizon City and for which the Town of Horizon City shall pay to the City of El Paso ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved and an impound fee of SIXTY AND NO/100 DOLLARS (\$60.00) and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken ("Other Animal"), and EIGHTY-FIVE AND NO/100 DOLLARS (\$85.00) and a daily handling fee of THIRTY-THREE and NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Horizon City or by residents of the Town of Horizon City, with the possibility for automatic renewal at the rates set forth in Schedule C to the City's Budget Resolution for the applicable fiscal year.

Approved this ____ day of _____ 2024.

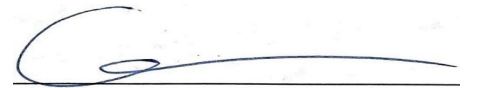
CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry Kebschull, Director
Animal Services Department

STATE OF TEXAS)
)
COUNTY OF EL PASO) **INTERLOCAL AGREEMENT BETWEEN**
) **TOWN OF HORIZON CITY, TEXAS AND CITY OF EL**
) **PASO, TEXAS FOR ANIMAL SERVICES**

THIS AGREEMENT is entered into between the CITY OF EL PASO, TEXAS (“City”) and the TOWN OF HORIZON CITY, TEXAS (“Town of Horizon City”) by and through their duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City 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, on July 8, 2014, the City and the Town of Horizon City entered into an Interlocal Agreement for the provision of public health and environmental services by the City’s Department of Public Health and its Department of Environmental Services to the unincorporated areas of the Town of Horizon City; and

WHEREAS, on July 8, 2015, the City of El Paso and the Town of Horizon City entered in to Second Amendment to Interlocal Agreement, recognizing that the City should not bear the sole financial responsibility for the cost of boarding those animals retrieved from the unincorporated areas of the Town of Horizon City and delivered to the City of El Paso’s Animal Shelter by those Town of Horizon City residents who reside in the unincorporated areas of the Town of Horizon City; and

WHEREAS, this Agreement for interlocal cooperation for the City to provide certain animal services to the 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, the Town of Horizon City desires to have the El Paso County Director of Animal Welfare serve as the Town of Horizon City’s designated local rabies control authority

WHEREAS, the Town of Horizon City requests assistance from the City’s Animal Services Department as the Town of Horizon City has limited availability to house animals that it retrieves or other individuals or entities retrieve within the unincorporated areas of the Town of Horizon City and

WHEREAS, the Town of Horizon City desires to have the City’s Animal Shelter Advisory Committee serve as the Town of Horizon City’s Animal Shelter Advisory Committee; and

WHEREAS, the Town of Horizon City will make available and/or transfer to the City certain information, in conjunction with goods or services that are being provided by the City to

the **Town** of Horizon City, which is confidential and must be afforded special treatment and protection; and

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

1. **SCOPE OF SERVICES.**

1.1 The City shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated, and the Town of Horizon City hereby accepts and agrees to the following terms and conditions:

1.1.1 The City agrees to provide the following animal shelter services:

1.1.1.1 The City may receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that is delivered to the Shelter by the Town of Horizon City or by residents of Town of Horizon City. The City may handle each animal that is delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

An animal impounded as an owned animal (i.e. with a collar, microchip, tags or other indication of ownership) is reclaimed within 6 days after entering the Shelter, or an animal impounded as a stray (unowned animal) is reclaimed within 72 hours after entering the Shelter, the animal may be adopted, transferred, or humanely disposed of by the Shelter.

1.1.1.2 The City will accept up to ten (10) Community (trap-neuter-return) cats captured by the Town of Horizon City or by residents of the Town of Horizon City, collectively, per month. The City shall spay/neuter, vaccinate and ear tip those cats that are healthy enough to alter and that are not already altered, and the Town of Horizon City or the residents of the Town of Horizon City who trapped the cat, shall return the cat to the location where they trapped the cat. The Town of Horizon City will pay a \$35 fee to the City for each cat that was delivered by the Town of Horizon City, or by the residents of the Town of Horizon City, that was spayed/neutered by the City. The City will send a monthly invoice to the Town of Horizon City to receive this payment.

1.1.1.3 In order to facilitate ease of data sharing with the Town of Horizon City for the purpose of identifying pet owners and potentially reuniting an animal with its owner without the Town of Horizon City's need to take the animal to the Shelter, the City shall provide PetPoint access to the Town of Horizon City for use by Town of Horizon City Animal Control Officers. Both parties shall adhere to the provisions of Texas Health and Safety Code Sections 826.0211 and 826.0311.

1.1.1.4 The City's Mission Valley spay/neuter facility may be available to all Town of Horizon City residents at the City's regular fee basis and those residents shall pay for said service.

1.2 The City 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, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.

1.3 The City and Town of Horizon City agrees that in accordance with the provisions of any and all grants agreements or grant awards from federal and state agencies that are awarded on a county-wide basis, the City or Town of Horizon City will provide services in the unincorporated areas of the County and all municipalities within El Paso County as required under the applicable grant provisions. Provided however, nothing in this Agreement shall obligate the City to perform services if the grant funds relating to a particular grant are not currently being paid to the City, and in any such instances, the Director of the City's Department of Animal Services shall give written notice to the Town of Horizon City that the City is not providing the particular services for the reason that it has not received funding under the applicable grant. The City will provide written notice to the Town of Horizon City of grant funding which becomes discontinued or terminated, and any election by the City not to seek the renewal of grants existing at the effective date of this Agreement.

1.4 Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

1.5 The City agrees that it will keep accurate records of all services provided to the Town of Horizon City pursuant to this Agreement as part of its routine data collection processes and the City may also report data on its web site on a monthly basis.

1.5.1 For the purposes of this section the point of contact for the Town of Horizon City is Marco Vargas, Chief of Police. The Town of Horizon City Contract Administrator is Araceli

Gonzalez, until such time as the Town of Horizon City notifies the City of a new point of contact and address for notice.

1.6 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of public health and other services for which appropriate legal authority has not been granted to the City, shall be null and void and of no force and effect, and the City shall not be obligated to provide those services.

1.7 The Town of Horizon City acknowledges that the City's stated goal for the City's Animal Shelter is to reach and sustain a no-kill status equivalent to a 90% live release rate by 2025. In order to achieve this goal, the City's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City's Animal Shelter partners, including the Town of Horizon City, shall aim to participate in these animal welfare programs within their respective jurisdictions. The Town of Horizon City will, in good faith, attempt to comply with the City's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City's stated live-release goal.

1.8 Registration, vaccination, and microchips

1.8.1 Title 7 of the El Paso Municipal Code requires all City contracts involving other municipalities or government entities must be consistent with the requirements of Chapter 7.12.020 – Registration, vaccination, and microchips required.

2. **LOCATION OF PERFORMANCE.** The place where the City's services are to be performed is primarily at the Shelter and adoption centers.

3. **DESIGNATION OF ANIMAL SHELTER ADVISORY COMMITTEE.** The Parties agree that the currently established Animal Shelter Advisory Committee ("ASAC") will serve as the statutorily required advisory committee described in Section 823.005, Texas Health and Safety Code.

4. **TIMES OF PERFORMANCE.** The term of this Agreement is for a one year period beginning on the 1st day of September 2024, regardless of the date of execution of this Agreement, and that term shall end on August 31, 2025.

4.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates

this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2023, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2023 through August 31, 2024. For each year that this agreement will be automatically renewed, the City shall notify the Town of Horizon City by August 1st of each year regarding proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service. If, prior to September 1st, the Town of Horizon City notifies the City that the new rates are unacceptable, the parties shall negotiate the new rates for the upcoming fiscal year by September 30th. This deadline may be extended until October 31st by agreement of the parties.

5. **COMPENSATION.**

5.1 The Town of Horizon City agrees to pay the amount specifically addressed below in Sections 5.2 and 5.3. Within thirty days of receipt, the Town of Horizon City agrees to pay the monthly invoice that is sent to the Town of Horizon City by the City for the services described in this Agreement.

5.2 Fees:

a. DOGS & CATS - The Town of Horizon City agrees to pay an impound fee of ONE HUNDRED TEN AND NO/100 DOLLARS (\$110.00) and a daily handling fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for each dog or cat retrieved from the areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

b. OTHER ANIMALS - The Town of Horizon City agrees to pay an impound fee of \$60.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00), for

any animal other than a dog or cat, such as but not limited to livestock, pig, or chicken retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

c. HORSE - The Town of Horizon City agrees to pay an impound fee of \$85.00 and a daily handling fee of THIRTY-THREE AND NO/100 DOLLARS (\$33.00) for any horse retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

5.3 In addition to the impound fee of \$110.00 per unowned animal retrieved from the Town of Horizon City and delivered to the Shelter by the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement for those services rendered pursuant to Subsection 1.1.1.1 to this Agreement, the Town of Horizon City also agrees to pay a daily quarantine fee of TWENTY-SEVEN AND NO/100 DOLLARS (\$27.00) for any unowned animal retrieved from the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City that is suspected of having rabies, is pending a bite investigation, or is pending an animal cruelty investigation. Owned animals should be quarantined at a quarantine approved clinic or hospital. The City shall maintain detailed records supporting all billings and fee reimbursements and shall remit such information with its billings to the Town of Horizon City.

5.4 The Parties acknowledge that the funds paid by the Town of Horizon City pursuant to Sections 5.1 through 5.3 above may not be sufficient in the event of an unexpected occurrence such as an outbreak, epidemic (i.e. rabies) in the 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 public health threats, its intervention, and any additional costs that the Town of Horizon City will need to pay to defray the resulting expenses. The Town of Horizon City point of contact is Marco Vargas, Chief of Police at the Town of Horizon City's address below until such time as the Town of Horizon City provides another address for notice or point of contact in writing.

5.5 El Paso Animal Services will provide the Town of Horizon City's point of contact a weekly inventory of animals from the unincorporated areas of the Town of Horizon City and delivered to the Shelter either by the Town of Horizon City or by residents of the Town of Horizon City pursuant to Subsection 1.1.1.1 to this Agreement.

6. **PAYMENTS PURSUANT TO THIS AGREEMENT.** All payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Financial Services, P.O. Box 1890, El Paso, TX 79950-1890, or to the address provided by the City to the Town of Horizon City in writing in the event the City relocates without the need to formally amend this Agreement in the event of an address change. In addition to the compensation provided for herein, the City shall retain all proceeds received from inspection, permit, and animal registration fees collected in the Town of Horizon City. If a payment is not received by the City within thirty (30) days of delivery of the invoice, the City may charge the applicable interest rate under the Texas Prompt Payment Act, pursuant to Texas Government Code Chapter 2251. In the event that the Town of Horizon City accrues an arrearage on payment, the City 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 sixty (60) days, pursuant to the El Paso City Code, Ordinance 14700.

7. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and Town of Horizon City, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

7.1 *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 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.

7.2 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City 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, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.

7.3 *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, THE CITY WILL NOT BE LIABLE TO ANY 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.

7.4 *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. **INDEPENDENT CONTRACTORS.** The City and the Town of Horizon City are independent legal entities. 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 nor the 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.

9. **TERMINATION.** This Agreement may be terminated in whole or in part by either party upon thirty 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: City of El Paso
Attn: City Manager
PO Box 1890
El Paso, Texas 79950-1890

TOWN OF HORIZON CITY: Town of Horizon City
14999 Darrington Road
Horizon City, 79928

10. **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.

11. **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.

12. **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.

(Signature pages follow)

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

APPROVED this _____ day of _____, 20__.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

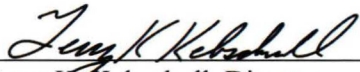
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry K. Kebschull, Director
Department of Animal Services

(Signatures continue on the following page)

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


APPROVED this 12th day of November, 2024.

TOWN OF HORIZON



Andres Renteria
Mayor Town of Horizon City

ATTEST:


Elvia Schuller
Town of Horizon City Clerk

APPROVED AS TO FORM:



Sylvia Kirth
Town of Horizon City Attorney

Schedule C Proposal

Line No.	Department	Fee Description	Detail	FY23 Adopted	Proposed Change
1002	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each Animal	\$60	\$110
1003	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs Sows, Shoats, Calves, Foals and Animals of the same Approximate Size and Weight, Each Animal	\$60	No Change
1004	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules and Animals of Same Size and Weight, Each Animal	\$85	No Change
1005	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel, Each Animal	\$85	No Change
1006	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	\$18 per day	\$27 per day
1007	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	\$23 per day	\$33 per day
1008	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	\$23 per day	\$33 per day
1009	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	\$23 per day	\$33 per day
1010	Animal Services	Municipal Contract Fees - Quarantine		\$18 per day	\$27 per day

TITLE 7 of the El Paso Municipal Code

7.12.020. Registration, vaccination, and microchips required.

A. Dogs, cats and ferrets shall be registered, vaccinated and have an implanted microchip as provided in this title.

1. No person who is a resident of the city shall have within the city for more than thirty days any dog, cat or ferret four months of age or older unless such dog, cat or ferret is currently registered with the program.
2. No person who is not a resident of the city shall have within the city any dog, cat or ferret for more than ninety days unless such dog, cat or ferret is currently registered with program.
3. No dog, cat or ferret shall be registered unless it has a current vaccination as is required by the director and an implanted microchip. A registration certificate and tag may be obtained from veterinarians who have obtained authority from the program to issue them, or from an employee at the center upon presentation of a certificate of current vaccination and evidence of microchip.
4. No person shall have within the city any dog, cat or ferret four months of age or older for more than ten days unless such dog, cat or ferret is currently vaccinated against rabies.
5. An ear tipped cat that has been processed through the trap-neuter-return protocol shall be exempt from the registration and microchip requirements of this chapter. A person who requests that the program implant a microchip into or register an ear tipped cat that has been processed through the trap-neuter-return protocol, shall pay the applicable fee authorized by City Council for said service.
6. All city contracts involving other municipalities or government entities must be consistent with the requirements of this chapter.



Legislation Text

File #: 24-1546, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Anthony.

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

DEPARTMENT: Public Health

AGENDA DATE: 11/19/24

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Veerinder Taneja, MBBS; MPH, 915-212-6502

DISTRICT(S) AFFECTED: ALL DISTRICTS

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

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

SUBJECT:

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 the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso and City of Anthony, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of FORTY-ONE THOUSAND ONE HUNDRED THREE DOLLARS AND NO/100 (\$41,103.00)

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? This agreement will allow the City of El Paso to provide the City of Anthony public health and environmental services.

PRIOR COUNCIL ACTION:

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

This Interlocal Agreement is renewed annually.

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: Veerinder Taneja, MBBS; MPH

VT

(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 El Paso and City of Anthony, Texas, for the period of September 1, 2024, through August 31, 2025 for the provision of public health and environmental services by the City of El Paso to City of Anthony, for which City of Anthony shall pay to the City of El Paso an annual amount of FORTY-ONE THOUSAND ONE HUNDRED THREE DOLLARS AND NO/100 (\$41,103.00)

APPROVED this _____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO FORM:



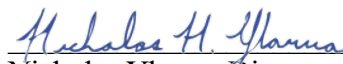
Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO CONTENT:



Nicholas Ybarra, 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”, “Party”) and the City of Anthony, TEXAS (“City of Anthony”, “Party”), and collectively known as (“Parties”), by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Anthony 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 Anthony is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

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

WHEREAS, City of Anthony 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 Anthony, 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 Anthony 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 Anthony in public health research projects, to examine health conditions in City of Anthony, 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 Anthony 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 Anthony 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 of El Paso will provide enforcement of applicable State laws and regulations as appropriate to help reduce the risk of foodborne illnesses in said establishments. Appropriate and customary fees will be charged to the establishments, as permitted by law.

1.1.1.1 The City of El Paso 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 Anthony 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 Anthony 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 Anthony. 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 Anthony 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 of El Paso will provide pediatric dental services to residents living in City of Anthony 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 Anthony's residents at local school facilities through the City of El Paso's Health Education Program.
- 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 Anthony 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 Anthony 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 Anthony 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 Anthony 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 Anthony 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 Anthony 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 Anthony 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 and notices of violations 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 Anthony through City of Anthony 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 Anthony 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 Anthony 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 Anthony 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 of El Paso's website and available to City of Anthony from the website.
- 1.9 On or before July 31, 2024, the City of El Paso shall provide to City of Anthony an initial projection based on the City Manager's filed proposed budget of City of Anthony's potential costs for a new Interlocal Agreement that, if agreed upon, would be effective September 1, 2024. 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 Anthony for its FY2025 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 Anthony 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 Anthony, 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 Anthony). 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 Anthony, 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 2024, and shall terminate on the 31st day of August 2025, regardless of the date of execution of this Agreement.

4.1 In the event of a public health emergency, such as, but not limited to, a disaster declaration of City of Anthony, requiring, as a result of the emergency, specific health services from the City of El Paso after August 31, 2024, 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 Anthony at the rate described in the present Agreement, and City of Anthony 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 City of Anthony agrees to pay the amount not to exceed FORTY-ONE THOUSAND ONE HUNDRED THREE DOLLARS AND NO/100 (\$41,103.00) 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 TEN THOUSAND TWO HUNDRED SEVENTY-FIVE DOLLARS AND 75/100 (\$10,275.75) with the first payment becoming due and payable on the 1st day of September 2024 or within 10 days after the date that City of Anthony 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 Anthony pursuant to this Agreement.

- 5.2 The Parties acknowledge that the funds paid by the City of Anthony 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 City of Anthony. The City of Anthony 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 City of Anthony 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 City of Anthony. Such fees, when set or revised by City of Anthony 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 Anthony collects for this purpose shall be paid to the City of El Paso on a quarterly basis, within thirty (30) days of the conclusion of the quarter. City of Anthony 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 Anthony 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 sixty (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 Anthony 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 Anthony, Texas. City of Anthony 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 Anthony, Texas. City of Anthony shall provide certified copies of all City of Anthony, 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 Anthony that the City of El Paso will safeguard any protected health information received or created on behalf of City of Anthony. 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 Anthony 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 Anthony 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 (60) 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

CITY OF ANTHONY: City of Anthony
Attn: Mayor Anthony David Turner
P.O. Box 1269
Anthony, Texas 79821

All payments by City of Anthony under this Agreement are payable only out of current City of Anthony revenues. In the event that funds relating to this Agreement do not become available, such as by City of Anthony City Council not appropriating the funds, City of Anthony shall have no future obligation to pay or perform any future services related herein to the City of El Paso for City of Anthony'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 Anthony experience a funding unavailability related to the services described in this Agreement, City of Anthony 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 Anthony notifies the City of El Paso that City of Anthony 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 Anthony 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 Anthony 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 Anthony 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 Anthony.

APPROVED this _____ day of _____ 2024.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



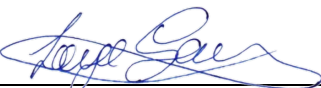
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



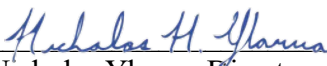
Veerinder Taneja, Director
Department of Public Health

APPROVED AS TO FORM:



Joyce Garcia
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicholas Ybarra, Director
Environmental Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

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

APPROVED this 28 day of Oct, 2024.



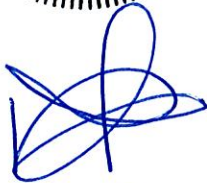
CITY OF ANTHONY



Mayor

Printed Name: Anthony D. Turner

ATTEST:



Printed Name: Valene Armeroniz
City Clerk, City of Anthony

APPROVED AS TO FORM:

Printed Name: Sylvia B Firth
Attorney, City of Anthony

City of El Paso, Texas
FY25 Interlocal Agreements Cost Model

Appendix A & B

	Municipality								
PROGRAM	El Paso	Anthony	Clint	Horizon	Socorro	Vinton	County	San Elizario	Total Operational Cost
Administration	\$ 6,483,237	\$ 35,061	\$ 8,815	\$ 214,788	\$ 327,650	\$ 25,634	\$ 1,075,928	\$ 96,616	\$ 8,267,731
Administration (GF)	\$ 2,938,873	\$ 15,893	\$ 3,996	\$ 97,364	\$ 148,525	\$ 11,620	\$ 487,722	\$ 43,796	\$ 3,747,790
Administration Support Services (GF)	\$ 3,544,364	\$ 19,168	\$ 4,819	\$ 117,424	\$ 179,125	\$ 14,014	\$ 588,206	\$ 52,820	\$ 4,519,941
Percent of Total Cost	78.42%	0.42%	0.11%	2.60%	3.96%	0.31%	13.01%	1.17%	100.00%
Population	678,815	3,671	923	22,489	34,306	2,684	112,653	10,116	865,657
ESD Grand Total	\$ 1,117,531	\$ 6,042	\$ 266	\$ 6,961	\$ 62,938	\$ 4,418	\$ 182,822	\$ 16,730	\$ 1,397,708
Vector Control	\$ 921,962	\$ 4,985	\$ -	\$ -	\$ 51,924	\$ 3,645	\$ 150,828	\$ 13,802	\$ 1,147,146
Air Quality (per capita)	\$ 195,569	\$ 1,057	\$ 266	\$ 6,961	\$ 11,014	\$ 773	\$ 31,994	\$ 2,928	\$ 250,562
GRAND TOTAL	\$ 7,600,768	\$ 41,103	\$ 9,081	\$ 221,749	\$ 390,588	\$ 30,052	\$ 1,258,750	\$ 113,346	\$ 9,665,439
PREVIOUS FEE	\$ 6,923,679.89	\$ 38,754.70	\$ 9,114.25	\$ 203,941.64	\$ 365,338.13	\$ 27,501.46	\$ 1,178,947.07	\$ 103,028.56	\$ 8,850,305.69
Variance 2024	677,088.38	2,348.35	(32.84)	17,807.67	25,250.16	2,550.93	79,803.03	10,317.50	815,133.17
% Change	9.78%	6.06%	-0.36%	8.73%	6.91%	9.28%	6.77%	10.01%	9.21%

APPENDIX C

STATE OF TEXAS)
)
COUNTY OF EL PASO)

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into on _____, 2024, by and between the CITY OF EL PASO, TEXAS (“CITY”), as the Covered Entity, and City of Anthony ("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 Anthony.

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. 160.103.

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. 160.103.

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, 20(YEAR), and shall terminate on August 31, 20(YEAR), 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
200 N. Kansas Street
El Paso, TX 79901

BUSINESS ASSOCIATE: City of Anthony
Attn: Mayor Anthony David Turner
P.O. Box 1269
Anthony, 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.



Legislation Text

File #: 24-1572, 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

Community and Human Development, Nicole Ferrini, (915) 212-1659

AGENDA LANGUAGE:

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

That the Citizen Participation Plan for the City of El Paso be revised, as reflected in Attachment A of the Resolution, to: (a) provide revisions recommended by the staff of the Department of Community and Human Development; and update current practices and procedures; (b) revise Criteria for Substantial Amendments; (c) revise Community Needs Assessment Process; (d) remove the Community Needs Advisory Committee for Citizen Participation and all mentions thereof; and (e) revise Assessment of Performance.

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

AGENDA DATE: November 19, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini (915) 212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and Promote a Healthy, Sustainable Community

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.

Approve the amended Citizen Participation Plan for the City of El Paso's Housing and Urban Development (HUD) Entitlement grants.

Citizen Participation Plan to be revised as amended as follows:

- Criteria for Substantial Amendments
 - Criteria amended to better align with Department's needs
- Community Needs Assessment Process (CNA)
 - The CNA has shifted from a cyclical program year to a more comprehensive timeline in response to the Department's and community's needs.
- Removal of Community Needs Advisory Committee for Citizen Participation, and all mentioned thereof
 - The Community Needs Advisory Committee was removed as the input it provided had already been captured during the CNA process, ensuring that citizen feedback was adequately addressed without the need for a separate committee.
- Assessment of Performance
 - Revised process of the Consolidated Annual Performance Report

BACKGROUND / DISCUSSION:

The Citizen Participation Plan (The Plan) provides a guide for citizens and citizen organizations to participate in an advisory role in planning, implementing and assessing the Community Development Block Grant, Emergency Solutions Grants, Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships Programs. The Plan describes procedures by which each of the requirements of the program will be carried out. Additionally, the Plan sets forth how citizens may participate in the development of the program. Any amendments to the Citizen Participation Plan will be subject to all provisions within this Citizen Participation Plan. At a minimum, citizens shall have an opportunity to submit comments and proposals regarding the program in the following manner:

- Criteria for Substantial Amendments
 - Criteria amended to better align with Department's needs
- Community Needs Assessment Process (CNA)
 - The CNA has shifted from a cyclical program year to a more comprehensive timeline in response to the Department's and community's needs.
- Removal of Community Needs Advisory Committee for Citizen Participation, and all mentioned thereof
 - The Community Needs Advisory Committee was removed as the input it provided had already been captured during the CNA process, ensuring that citizen feedback was adequately addressed without the need for a separate committee.
- Assessment of Performance
 - Revised process of the Consolidated Annual Performance Report

The Plan process centers equity by actively involving people who have been historically underserved, marginalized, and adversely affected by inequality by prioritizing their needs throughout planning and implementation. This is carried out through the Community Needs Assessment process. The Community Needs assessment serves as the starting point in addressing community vulnerabilities. DCHD will launch the Community Needs Assessment process at the discretion of the Department Director or Department Staff. The purpose of the Community Needs Assessment is to obtain citizen's views regarding housing and community development needs and proposed activities that support identified community vulnerabilities. This process will be led by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government.

PRIOR COUNCIL ACTION:

2019-2020 Citizen Participation Plan was adopted by Council on August 23, 2018.

2020-2021 Citizen Participation Plan was adopted by Council on September 17, 2019

2022-2023 Citizen Participation Plan was adopted by Council on January 31, 2023

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Office of Climate and Sustainability – Nicole Ferrini

SECONDARY DEPARTMENT: N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

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

That the Citizen Participation Plan for the City of El Paso be revised, as reflected in Attachment A, to: (a) provide revisions recommended by the staff of the Department of Community and Human Development; and update current practices and procedures; (b) revise Criteria for Substantial Amendments; (c) revise Community Needs Assessment Process; (d) remove the Community Needs Advisory Committee for Citizen Participation and all mentions thereof; and (e) revise Assessment of Performance.

APPROVED this _____ day of _____ 2024.

CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrini
Nicole M. Ferrini
Climate and Sustainability Officer

Attachment A



City of El Paso



CITIZEN PARTICIPATION PLAN



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EXECUTIVE SUMMARY

The Citizen Participation Plan (The Plan) provides a guide for citizens and citizen organizations to participate in an advisory role in planning, implementing, and assessing the Community Development Block Grant, Emergency Solutions Grants, Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships Programs.

The Plan describes procedures by which each of the requirements of the program will be carried out. Additionally, the Plan sets forth how citizens may participate in the development of the program. Any amendments to the Citizen Participation Plan will be subject to all provisions within this Citizen Participation Plan.

At a minimum, citizens shall have an opportunity to submit comments and proposals regarding the program in the following manner:

- Directly to the Department of Community and Human Development;
- At formal Public Hearings; and
- At community engagement events and town hall forums, including but not limited to the Community Needs Assessment planning process.
-

The Citizen Participation Plan is available in English and Spanish at no charge at the Department of Community and Human Development (DCHD), 801 Texas Avenue, El Paso, Texas, 79901. The Plan is also available on the City's website (<http://www.elpasotexas.gov/community-and-human-development>).

The Plan process centers on equity by actively involving people who have been historically underserved, marginalized, and adversely affected by inequality by prioritizing their needs throughout planning and implementation. This is carried out through the Community Needs Assessment.

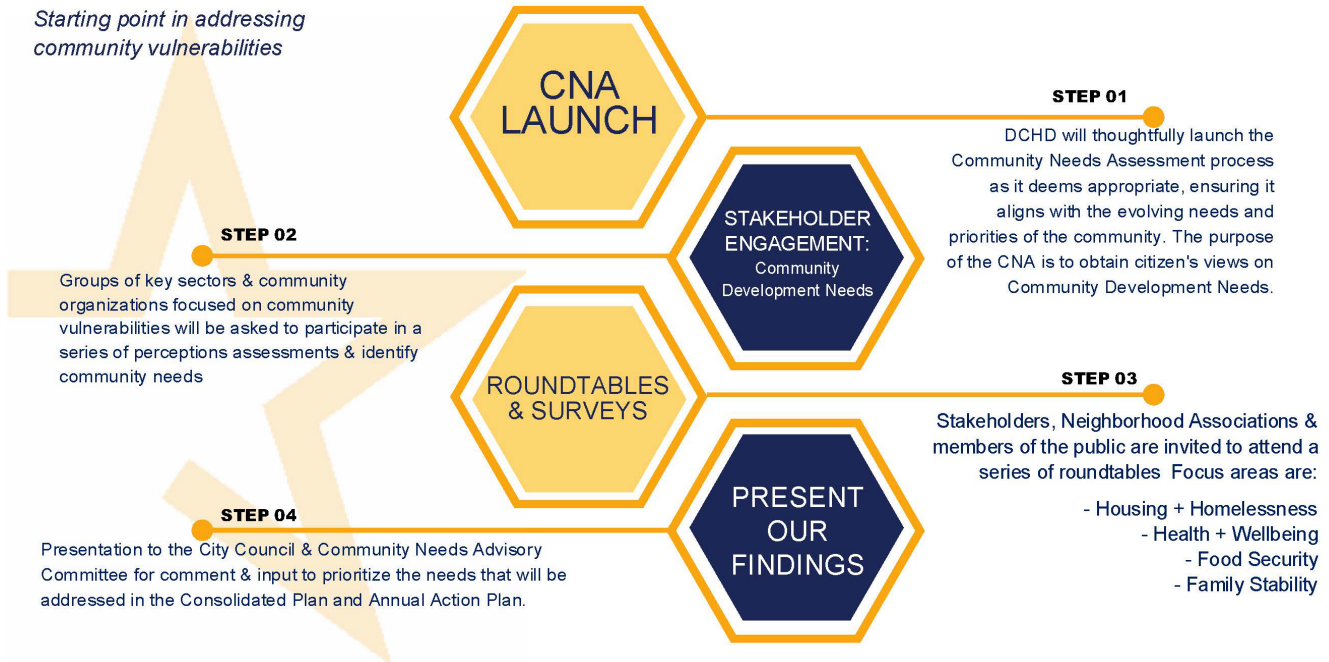
The City of El Paso is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable modifications and equal access to communication will be provided upon request. The City of El Paso does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities.

Citizens are encouraged to obtain copies of the Citizen Participation Plan in order to more effectively participate in the Program.

The Community Needs Assessment (CAN) initiated by DCHD aims to address community vulnerabilities by gathering citizen input on housing and development needs. The CNA process emphasizes equity and community engagement through surveys and roundtable discussions across five key categories: Equity & Inclusion, Housing & Homelessness, Family Stability, Health & Wellbeing, and Food Security. Ultimately, the findings will inform potential projects and actions to enhance community outcomes and strengthen relationships with local government.

COMMUNITY NEEDS ASSESSMENT (CNA)

Starting point in addressing community vulnerabilities



CONSOLIDATED PLAN, GUARANTEED LOAN FUNDS, AND ASSESSMENT OF FAIR HOUSING GUIDELINES

COMPONENTS OF CONSOLIDATED PLAN

The City of El Paso is required to submit to the U.S. Department of Housing and Urban Development (HUD) a Consolidated Plan that includes the following components:

- **Executive Summary** – A summary that includes the objectives and outcomes identified in the plan and an evaluation of past performance.
- **Citizen Participation** – A summary of the citizen participation process used in the development of the Consolidated Plan, explaining the utilization of public notices, public hearings, public involvement, availability to the public, and technical assistance.
- **Housing and Homeless Needs Assessment** – An estimate of the city's housing needs for the ensuing five years; a concise summary of the nature and extent of homelessness in the jurisdiction; an estimate of the number of persons in various subpopulations that are not homeless but may require housing or supportive services (special needs); and an estimate on the number of housing units that contain lead-based paint hazards.
- **Housing Market Analysis** – A description of the significant characteristics of the city's housing market; a concise summary of the needs of public housing; a description (number and targeting) of assisted housing units; a concise summary of the existing facilities and services that assist the city's homeless; a description of the special need facilities and services; and an explanation of the barriers to affordable housing.
- **Strategic Plan** – A plan for a period established by the city that brings needs, priority needs, priorities, specific objectives, and strategies together in a coherent strategic plan; including the period covered by the plan, a priority needs analysis, and geographic distribution and specific objectives.

- Priority identification – The identification of priority needs, strategies, and objectives related to Housing, Homelessness, Populations with Special Needs, Community Development, and multiple-needs Issues.
- Analysis of Impediments to Fair Housing (AI) – The assessment of information on the current state of neighborhood demographics and assets to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity.
- Annual Action Plan (AAP) – The Annual Action Plan (AAP) is a yearly plan that outlines the actions, activities, and resources the City will use to address the priorities identified in the Community Needs Assessment.

LEAD ENTITY OF CITIZEN PARTICIPATION PLAN FOR THE CONSOLIDATED PLAN/ ANNUAL ACTION PLAN.

The City's Department of Community and Human Development (DCHD), located at 801 Texas Avenue, El Paso, Texas 79901, is the lead entity for fulfilling the City's responsibilities in relation to this Citizen Participation Plan. Responsibilities of the Department may include the following:

- Inform the public about the Community Development Program and the citizen participation process through the local media in both English and Spanish languages;
- Facilitate stakeholder consultation and citizen outreach with other public and private agencies including, but not limited to the Local Public Housing Authority, Social service providers, and community-based organizations that represent protected class members;
- Provide technical assistance to representatives of low- and moderate-income persons and groups, neighborhood associations, and other civic and citizen organizations when requested so that they may adequately participate in planning, implementing, and assessing the program;
- Provide technical assistance to representatives of low- and moderate-income persons and groups, neighborhood associations, and other civic and citizen organizations that request assistance in developing proposals and comments
 - Other City Departments: City Departments, in addition to the Department of Community and Human Development, shall be requested to provide technical assistance at public hearings, and at neighborhood association meetings, in order to translate neighborhood needs into specific projects and activities when appropriate.
- Maintain all records of the Citizen Participation process, including minutes of public hearings, and Community Needs Assessment meetings,
- Review all proposals for entitlement grant funding;
- Schedule annual public hearings on program needs, performance, and proposed activities to be conducted at a regularly scheduled City Council meeting.

CITIZEN PARTICIPATION PLAN

Public participation is a critical component of effective planning. The City of El Paso relies on feedback from its residents to prioritize resources and identify key priorities and projects. This Plan sets forth the policies and procedures that the City of El Paso will follow to encourage citizen participation in the development of the Consolidated Plan, Annual Action Plan, and any substantial amendments to them; the development of a Guaranteed Loan Program application and subsequent substantial amendments thereof; Analysis of Impediments to Fair Housing (AI) and any revisions required; and the annual performance report.

ENCOURAGEMENT OF CITIZEN PARTICIPATION

The City of El Paso considers it a right of all of El Paso's residents to have the opportunity to provide input and comment on the use of public funds and the needs of the El Paso community related to community development. The Citizen Participation Plan and – Analysis of Impediments to Fair Housing are designed specifically to encourage participation by low- and moderate-income persons and residents of predominantly low- and moderate-income neighborhoods, particularly those living in areas where Community Development Block Grant (CDBG) funds and Guaranteed Loan Funds are proposed to be used. A map of the City of El Paso, indicating the areas of the City that have been identified as predominantly low- and moderate-income by HUD guidelines, is included in **Attachment B**. The City will take all appropriate actions to encourage the participation of all of its citizens, including minorities and non-English speaking persons, as well as persons with disabilities, persons living in areas designated by the local jurisdiction as a revitalization area, and areas designated by either a local jurisdiction or a state as a slum or blight area. The City will encourage the participation of Continuums of Care, businesses, developers, non-profit organizations, philanthropic organizations, and community-based and faith-based organizations.

The City of El Paso shall consult and coordinate with the key stakeholders and private and public agencies including, but not limited to the Housing Authority for the City of El Paso /Housing Opportunity Management Enterprises (HOME), in order to encourage the participation of residents of public and assisted housing in the process of developing and implementing the Consolidated Plan, Annual Action Plan, Guaranteed Loan Funds and the Analysis of Impediments to Fair Housing, along with other low-income residents of targeted revitalization areas in which the public and assisted housing is located.

The City of El Paso shall provide information to the Housing Authority for the City of El Paso /Housing Opportunity Management Enterprises (HOME) about the Consolidated Plan, Annual Action Plan, Guaranteed Loan Funds, and Analysis of Impediments to Fair Housing activities related to the Authority's housing developments and surrounding communities, local and regional institutions. Subsequently, the Housing Authority will, this information available as required under the Comprehensive Grant Program.

Additionally, the City will continue to follow The Plan to serve specifically as a guide to citizens for participation in planning, implementing, and assessing the City's Entitlement.

PUBLICATION + GENERAL CIRCULATION

The City will publish the proposed Consolidated Plan, Annual Action Plan, any Guaranteed Loan Application, or Analysis of Impediments to Fair Housing to give citizens, public agencies, and other interested parties a reasonable opportunity to review and comment on its contents. A summary of these documents will be published in a general circulation newspaper at least 30 days before the final Consolidated Plan or Annual Action Plan, is adopted or the Guaranteed Loan Application is submitted. The summary will outline the contents and purpose of the documents and provide a list of locations where the full versions can be reviewed.

Copies of the proposed Consolidated Plan, Annual Action Plan, Guaranteed Loan Application, or Analysis of Impediments to Fair Housing will be available for review at the Department of Community and Human Development (DCHD), located at 801 Texas Ave., El Paso, TX 79901. The City will also provide a reasonable number of free copies to citizens and groups upon request.

PUBLIC HEARINGS

The City will hold at least two public hearings per year to obtain citizen comments and to respond to proposals and questions, to be conducted at a minimum of two different stages of the program year. Together, the hearings will address housing and community development needs during the Community Needs Assessment, development

of proposed activities, and review of program performance. At least one of these hearings will be held before the publication of the Consolidated Plan, Annual Action Plan, Guaranteed Loan Application, or Analysis of Impediments to Fair Housing for public comment, or before the Guaranteed Loan Application is submitted to HUD. The purpose of the hearing is to gather input from citizens on housing and community development needs.

Notice of the date and time of the public hearings (with sufficient information about the subject of the hearing to permit informed comment) will be published in a general circulation newspaper and on the City's website. Public hearings will be held at times and locations convenient to potential and actual beneficiaries. In order to ensure that there is accommodation for persons with disabilities, the City's Accessibility ADA Coordinator will be consulted about the accessibility of potential meeting sites, as needed.

Public notices about the Consolidated Plan, the Guaranteed Loan Application, Analysis of Impediments to Fair Housing, or substantial amendments to the Consolidated Plan, Guaranteed Loan Program, or Analysis of Impediments to Fair Housing will be published in both English and Spanish. In the case of public hearings, the City An interpreter upon request to interpret the proceedings for non-English speakers, and written handouts will be provided in English and Spanish.

Specific efforts will be made to involve residents of low- and moderate-income areas in local meetings related to the Consolidated Plan, the Guaranteed Loan Program, or the Analysis of Impediments to Fair. Such efforts may include but are not limited to, contacting neighborhood associations and organizations in low- and moderate-income areas, distributing handbills or other written literature in eligible areas, posting information on the City's website, and use of the media. Written citizen proposals and comments will be encouraged throughout the planning and implementation of Community Development needs.

PUBLIC COMMENT

- **Consolidated Plan, Annual Action Plan, Guaranteed Loan Funds, and Analysis of Impediments to Fair Housing.** A comment period will be provided to receive comments from citizens on the proposed Consolidated Plan, Annual Action Plan, a proposed Guaranteed Loan Application, Analysis of Impediments to Fair Housing, or Consolidated Annual Performance and Evaluation Report (CAPER). The City shall consider any comments of citizens received in writing, orally at the public hearings, or directly to the DCHD, in preparing the Final Consolidated Plan, Annual Action Plan, Guaranteed Loan Application, or AFH. A summary of these comments, and a summary of any comments not accepted and the reasons therefore, shall be attached to the Final Consolidated Plan, Annual Action Plan, Guaranteed Loan Application, or Analysis of Impediments to Fair Housing.
- The following table states the items that require a public Comment Period.

Public Comment Period

Items Requiring Public Comment	Public Comment Period
Consolidated Plan	30 Days
Annual Action Plan	30 Days
Guaranteed Loan Application	30 Days
Analysis of Impediments to Fair Housing	30 Days
CAPER	15 Days

Substantial Amendments. The City will provide citizens with reasonable notice and an opportunity to comment on substantial amendments. A substantial amendment constitutes a significant change to the program and is described in detail on page 15. A notice of the proposed substantial amendment will be published in a general circulation newspaper and on the City's website. The City will consider any comments of citizens received in writing, or orally, at public hearings or directly to the Department of Community and Human Development, if any, in preparing the substantial amendment. A summary of these comments, and a summary of any comments not accepted and the reasons, therefore, shall be attached to the substantial amendment. Substantial amendments to the Consolidated Plan, or Annual Action Plan will be acted upon by the El Paso City Council in open City Council meetings.

- **Performance Reports.** The City will provide citizens with reasonable notice and an opportunity to comment on performance reports. The City will publish in a general circulation newspaper and the City's website a notice of the availability of the Consolidated Plan or Annual Action Plan performance report before the submission date in order to provide a period to receive comments before the performance report is submitted to HUD.

The City will consider any comments of citizens received in writing, orally at public hearings, or directly to DCHD in preparing the performance report. A summary of these comments or views shall be attached to the performance report.

OTHER CITIZEN ENGAGEMENT GUIDELINES

- **Availability to Public.** The Consolidated Plan, Annual Action Plan as adopted, any substantial amendments to the Consolidated Plan, Annual Action Plan, the Guaranteed Loan Application and any substantial amendments thereof, Analysis of Impediments to Fair Housing, and the performance report will be available to the public. These materials will be available upon request at the Office of the City's DCHD, 801 Texas Avenue (3rd Floor), El Paso, Texas 79901; and the City's website. Materials will be made available upon request in a form accessible to persons with disabilities and translated for non-English speaking residents.
- **Access to Records.** The City will provide citizens, public agencies, and other interested parties with timely access to information and records related to the City's Consolidated Plan, Annual Action Plan, and its use of funds under these programs for the past five years. This information is available on the Community and Human Development page at <https://www.elpasotexas.gov/community-and-human-development/nofa-forms-and-notice/>. If specific information is not published on that page, it can be obtained by submitting an Open Records Request through the City Clerk's Office at <https://www.elpasotexas.gov/city-clerk/>.
- **Technical Assistance.** The City will provide technical assistance to any prospective applicant and/or groups representative of persons of low- and moderate-income that request such assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan, Annual Action Plan, and the Guaranteed Loan Program. The provision of technical assistance does not guarantee the provision of funds to the groups.
- **Complaints.** The City will provide a timely, substantive written response to every written citizen complaint regarding programs or activities related to the Consolidated Plan, Annual Action Plan, the Guaranteed Loan Program, or Analysis of Impediments to Fair Housing within 15 working days, when practicable. The response will dictate the next steps and tentative timeline. Complaints and grievances should be submitted in writing to the City's DCHD, 801 Texas Avenue (3rd Floor), El Paso, Texas 79901.

DISSEMINATION OF FUNDING INFORMATION

Before the City adopts a Consolidated Plan, Annual Action Plan submits a Guaranteed Loan Application or develops an Analysis of Impediments to Fair Housing the City will make available to citizens, public agencies, and other interested parties information that includes the amount of assistance the City expects to receive or expects to be made available (including grant funds, Guaranteed Loan Funds and anticipated program income) and the range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income. The City will publish this information in a general circulation newspaper. The information will also be disseminated at neighborhood and agency meetings during the development phase of the Consolidated Plan, Annual Action Plan, Guaranteed Loan Application, or Analysis of Impediments to Fair Housing.

RESIDENTIAL ANTI-DISPLACEMENT + RELOCATION ASSISTANCE PLAN

The City has adopted a Residential Anti-Displacement and Relocation Assistance Plan, included as **Attachment D**, which describes in detail the measures that the City will take to assist any persons displaced, and specifies the types and levels of assistance the City will make available (or require others to make available) to persons displaced, even if the City expects no displacement to occur. This Plan is available to the public at the City's DCHD, 801 Texas Avenue (3rd Floor), El Paso, Texas 79901.

CRITERIA FOR SUBSTANTIAL AMENDMENTS

Substantial amendments to the Consolidated Plan, Annual Action Plan, the Guaranteed Loan Program, Analysis of Impediments to Fair Housing, or other grant programs are subject to the citizen participation process. The following criteria will be used to identify substantial amendments to the Consolidated Plan, Annual Action Plan, the Guaranteed Loan Program, or Analysis of Impediments to Fair Housing:

- The City carries out an activity, using funds from any program covered by the Consolidated Plan or Annual Action Plan, not previously described in the action plan; or
- The City changes the location of a physical project outside the previously described area of the population to be served to another eligible area; or
- The City changes the scope and budget of an activity by more than 75%.
- Additionally, the DCHD Director may grant exceptions within this document provided that those exceptions do not violate federal regulations.

The city will revise the Analysis of Impediments to Fair Housing when:

- Fluctuations in housing prices, availability of affordable housing, or changes in rental markets that could influence fair housing access; or
- Changes in employment rates, income levels, or overall economic conditions that affect housing affordability and access; or
- New laws or amendments related to housing, land use, or civil rights that alter the fair housing landscape; or
- A Presidentially declared disaster and within two years of the declaration; or
- Upon notification from HUD that a change is required and within the time frame specified by HUD.

A revision may not necessarily require the submission of an entirely new Assessment. It need only focus on the material change and appropriate adjustments to the analyses, assessments, priorities, or goals.

COMMUNITY NEEDS ASSESSMENT

The Community Needs assessment serves as the starting point in addressing community vulnerabilities. DCHD will thoughtfully launch the Community Needs Assessment process as it deems appropriate, ensuring it aligns with the evolving needs and priorities of the community. The purpose of the Community Needs Assessment is to obtain citizens' views regarding housing and community development needs and proposed activities that support identified community vulnerabilities. This process will be led by the DCHD Civic Empowerment team. The DCHD Civic Empowerment team's primary objective is to advance equity and improve community outcomes through equitable programming volunteerism, and education designed to empower residents and strengthen their relationship with local government.

Community organizations and stakeholders work together across key sectors to take a systemic approach to improving overall community performance through collaboration and partnerships. This collaborative framework is essential to the planning process, allowing businesses, neighborhood associations, organizations, and governments to work more effectively across sectors and align their strategic priorities. The Community Needs Assessment will consist of a combination of surveys and focus groups from organizations representing the following categories:

- Equity + Inclusion
- Housing +Homelessness
- Family Stability
- Health and Wellbeing
- Food Security

Community Roundtables: The Civic Empowerment team will lead the Community Needs Assessment by hosting a series of roundtables across the 5 categories listed above. Stakeholders, Neighborhood Associations, and members of the public will be invited to attend. DCHD to provide the community with a list of potential projects or actions that could be pursued over a period of years in order to address community vulnerabilities.

Perceptions Assessment: Civic Empowerment will assess perceptions by engaging Stakeholders, Neighborhood Associations, and members of the public by conducting formal stakeholder input sessions. This method allows us to capture stakeholder feedback collected from stakeholders in 12 different categories, ranging from leadership and strategy, health and wellbeing, infrastructure and environment, and economy and society. Participants will be asked to assess whether the input is an area of strength or if it's an area of improvement.

Presentation of Findings: DCHD will then present the findings to the City Council. The Annual Action Plan will seek to address these findings.

ANNUAL ACTION PLAN

The Annual Action Plan is developed according to the steps set out below. In the course of this process, City residents will be given the opportunity to submit comments on community needs. A specific effort will be made to inform low- and moderate-income persons and residents of low- and moderate-income areas about the proposal and comment process and to involve them in the process. Such efforts may include, but are not limited to contacting neighborhood associations and civic organizations in low- and moderate-income areas, contacting stakeholders, distributing handbills or other written literature in eligible areas, posting information on the City's website, and use of the media. Citizen comments are encouraged for community needs. DCHD will publish a

notice in English and Spanish in a local newspaper of general circulation stating how and when comments may be submitted and also the date, time, place, and purpose of public hearings held to solicit comments. The media will be used whenever possible to advertise these meetings and promote attendance at these public hearings. Interested persons will also be invited to participate at other points in the process, including the presentation of the draft and final Annual Action Plans. This process will allow low- and moderate-income persons and other interested citizens to participate in the development of the final Annual Action Plan.

PUBLIC HEARINGS

All public hearings and neighborhood meetings will be held at convenient times and locations that permit participation by citizens and organizations. All sites selected will be fully accessible to persons with disabilities. To further accessibility, such hearings and meetings will be conducted at the Center for Civic Empowerment, located at 304 Texas Ave. El Paso, TX 79901. Upon request, accommodations can be made available using the Center for Civic Empowerment's Web Conferencing system, and written handouts will be provided in English and Spanish.

DCHD will make every reasonable effort to inform citizens, particularly low- and moderate-income persons and residents of eligible areas, of the schedule and purpose of these hearings and neighborhood meetings. DCHD will publicize these hearings and neighborhood meetings through various media, the City's website, neighborhood associations, and organizations serving low- and moderate-income persons to encourage citizen input. The purpose and procedures of both the Community Development Program and the particular public hearing or neighborhood meeting will be explained in sufficient detail to allow citizens to understand and effectively contribute to the program.

STAGES OF DEVELOPMENT

- **Community Needs Assessment-** The first step in developing the Annual Action Plan involves defining neighborhood objectives and soliciting preliminary comments on community needs. One citywide public hearing will be held to solicit comments about housing and community development needs and comments for Community Development. In addition, one or more neighborhood meetings may also be held to provide neighborhood residents with an opportunity to propose projects. Specific efforts will be made to inform and involve residents of low- and moderate-income areas. Such efforts may include, but are not limited to, contacting neighborhood and civic associations and organizations in low- and moderate-income areas, distributing handbills or other written literature in eligible areas, posting information on the City's website, and use of the media. Written citizen comments will also be encouraged. A specified period and a reasonable deadline for submission of preliminary proposals and comments will be set and publicized in accordance with the methods stated in this paragraph.
- **DCHD to issue Notice of Funding Availability-** The second step in the development of the Annual Action Plan is for the Notice of Funding Availability (NOFA) to be issued based on prioritized needs established through the community needs assessment, if applicable.
- **Technical Advisory Panel.** The third step of the Annual Action Plan development is a review of proposed projects by a technical advisory panel, which may consist of DCHD staff and subject matter experts. This panel will review all feasible, proposed projects and make a recommendation to DCHD leadership.
- **Presentation of Draft Annual Action Plan to City Council.** During the fourth step of the Annual Action Plan development, DCHD staff, in conjunction with its technical advisory panels, consolidates its recommendations and prepares a final budget recommendation that is presented to City Council. City Council will review the Draft Annual Action Plan, which will be open for public comment for 30 days. This Draft Annual Action Plan will be published in English and Spanish in a local newspaper of general circulation to afford residents and organizations an opportunity to examine its content and to submit comments to the City. Any comments

received will be reviewed and City Council may, at its option, modify the Annual Action Plan after its publication and before adopting a final Annual Action Plan.

- **Public Hearing on Proposed Annual Action Plan.** During the final step, City Council will review comments received since the publication of the Draft Annual Action Plan and formulate its Final Annual Action Plan. This Final Annual Action Plan will be introduced at a public hearing at which residents will have the opportunity to comment on the proposed activities in the budget as well as program performance and needs. Upon completion of the public hearing, the City Council will vote to adopt a Final Annual Action Plan based on budget recommendations and comments presented to the Council. Upon adoption, the Final Annual Action Plan and required certifications will be submitted to the Regional Office of the Department of Housing and Urban Development for review and approval. Copies of this Final Annual Action Plan will be available to the public DCHD, 801 Texas Ave. El Paso, TX 79901, and the City's website.

SUBSTANTIAL AMENDMENTS

A substantial amendment constitutes a significant change to the program, such as adding, deleting, or significantly changing project scopes or allocations according to the following criteria:

- The City carries out an activity, using funds from any program covered by the Consolidated Plan or Annual Action Plan, not previously described in the action plan; or
- The City changes the location of a physical project outside the previously described area of the population to be served to another eligible area (this excludes services); or
- The City changes the scope and budget of an activity by more than 75%.
- Additionally, the DCHD Director may grant exceptions within this document provided that those exceptions do not violate federal regulations.

A notice of a proposed substantial amendment will be published in English and Spanish in a local general circulation newspaper to provide citizens with reasonable notice, and a 30-day opportunity to comment on the substantial amendment. DCHD will record and consider comments received and may modify the proposed substantial amendment if warranted. All amendments must be submitted to City Council for review and approval. Upon approval, amendments will be submitted to the Housing and Urban Development Regional Office. A summary of comments and a summary of any comments not accepted and the reasons therefore shall be attached to the substantial amendment. A description of all substantial amendments adopted will also be available to the public at the DCHD office during normal business hours and made available on the City's website.

PROGRAM IMPLEMENTATION + AMENDMENTS

Upon approval of the Final Annual Action Plan, DCHD shall be responsible for initiating and monitoring the implementation of the proposed activities contained in the budget in accordance with the stated objectives. Day-to-day operational decisions and actions necessary to ensure implementation of projects shall be the function of DCHD.

ASSESSMENT OF PERFORMANCE

- **Public Hearings on Performance and Comment Process:** Citizens are encouraged to comment on the performance of the City's DCHD Program and the extent to which project activities achieved their objectives. Comments, inquiries, and complaints may be submitted to the DCHD office or City

Council member. It is the responsibility of any City Council member to forward the comments, inquiries, and complaints received to the DCHD staff for a written response. DCHD staff will respond to inquiries and comments received as expeditiously as possible. Verbal complaints shall be transcribed by the DCHD staff and an appropriate response provided. Written complaints will be responded to in writing by the DCHD office within fifteen (15) working days of their receipt. Citizen comments, inquiries, and complaints may also be presented at public hearings. Each year a public hearing on program performance will be held to solicit citizen comments.

DCHD staff will review all comments, complaints, and suggestions received in assessing program performance and the extent to which projects and activities achieved their objectives. The results of these assessments will be taken into consideration in the planning and selection of future projects and activities proposed for Community Development funding.

- **Performance Reporting:** DCHD annually prepares a Consolidated Annual Performance and Evaluation Report (CAPER) that includes:
 - Activity Summary
 - Status of Funds
 - Direct Benefit Activities
 - Actions to Affirmatively Further Fair Housing (AFFH)
 - Anti-displacement

This report includes an assessment by DCHD regarding how the use of all entitlement grants aligns with the objectives outlined in the Final Annual Action Plan.

Once the Draft CAPER is completed, a Public Notice will be published in both English and Spanish in a newspaper of general circulation and on the City's website. This notice will elicit public comment and mark the beginning of the public comment period for the Draft CAPER, which is available free of charge upon request at the DCHD Office.

After the 15-day public comment period concludes, the CAPER, along with any received comments, will be submitted to the Area Office of the U.S. Department of Housing and Urban Development.

AVAILABLE INFORMATION

The City shall provide full and timely disclosure of its program records and information consistent with applicable laws and regulations regarding personal privacy and confidentiality. Copies of the following material shall be available for citizen review, upon request, during regular business hours, at DCHD, 801 Texas Avenue:

- All mailings and promotional materials;
- The Citizen Participation Plan and schedules of public hearings;
- The records of DCHD public hearings;
- The proposed and approved annual action plan for the current year;
- The proposed and approved Consolidated Plan or Annual Action Plan, ;
- All prior applications including letters of approval and grant agreements;
- All Performance Reports, Status Reports, and other reports that may be required by HUD;
- Anti-Displacement Strategy and Tenant Relocation Assistance Policy; and

- Copies of the regulations governing the Community Development Program and documents on other important program requirements

EXPEDITED PROCESS FOR COVID-19 RESPONSE & RECOVERY

The Department of Housing and Urban Development (HUD) has issued specific program waivers and flexibilities to allow grantees to direct federal funds to the COVID-19 pandemic response in an expedited manner. The requirements and procedures described in this section override all applicable requirements and procedures in other sections of this document and apply to all COVID-related funding until all such funding from HUD has been exhausted.

- Public Comment for Community Development Block Grant (CDBG) Program – A notice of proposed Annual Action Plan and/or Consolidated Plan related to the Community Development Block Grant Program, and substantial amendments to the City's Annual Action Plan and/or Consolidated Plan, related to CDBG, will be published on the City's website no less than 5 days before the final plans or substantial amendments are considered for adoption by City Council to provide a period of 5 days for comments from the public.
- Public Comment for Emergency Solutions Grant (ESG) Program – Notice of substantial amendments to the City's Annual Action Plan and/or Consolidated Plan, related to ESG, will be published on the City's website for public review following adoption by the City Council.
- Public Hearings – In-person public hearings are not required. The City may meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons, and 2) virtual hearings provide reasonable notification and access for citizens by the City's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.

Plan Availability – Policies and Procedures, Citizen Participation Plans, and Annual and Consolidated Plans will be available at the Department of Community and Human Development (DCHD), 801 Texas Avenue, El Paso, Texas, 79901; upon request. The Plan is also available on the City's website (<http://www.elpasotexas.gov/community-and-human-development>).



Legislation Text

File #: 24-1567, 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

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

AGENDA LANGUAGE:

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

A refund to Gerardo M. Vasquez in the amount of \$2,702.54 for an overpayment made on October 8, 2024 of 2024 taxes, Geo. # V893-999-0140-5300. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

AGENDA DATE: November 19, 2024

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

A refund to Gerardo M. Vasquez in the amount of \$2,702.54 for an overpayment made on October 8, 2024 of 2024 taxes, Geo. # V893-999-0140-5300. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

BACKGROUND / DISCUSSION:

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maria O. Pasillas

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



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
221 N. KANSAS, STE 300
EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 Email: taxforms@elpasotexas.gov

OCT 29 2024
CITY TAX
OFFICE OCT 29 2024

MAC CONVERTING INC.
10901 PELLICANO DRIVE
EL PASO, TX 79935

OP
+2500 ✓

Geo No. V893-999-0140-5300	Prop ID 272507
Legal Description of the Property 14 VISTA DEL SOL #10 REPLAT 2-H (43663.86 SQ FT) 10901 PELLICANO DR 79935 OWNER: VASQUEZ GERARDO M	

2024 OVERAGE AMOUNT \$2,702.54 ✓

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>GERARDO M. VASQUEZ</u>			
	Address: <u>3207 Mobile Ave</u>			
	City, State, Zip: <u>EL PASO TX 79930</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>915-820 6973</u>		E-Mail Address: <u>gerardo.m.vasquez@macconverting.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006269166	10/08/2024	\$2,702.54
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input checked="" type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1. ✓		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)		SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE
		<u>[Signature]</u>		<u>Gerardo M. Vasquez</u>

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.H Date: 10-29-24 ✓



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1549, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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.

Accept the recommended revisions to the agenda summary form used for council and agenda review items as directed by City Council on October 22, 2024.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1596, 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.

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

AGENDA LANGUAGE:

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

For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2024 - October 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

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

AGENDA DATE: November 19, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: For notation only, Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of September 21, 2024 – October 20, 2024 for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

BACKGROUND / DISCUSSION:

Per FY 2025 Budget Resolution, all Special Projects, Discretionary and P-Card transactions will be posted monthly to the City Council Agenda for notation and to the City's website to include the Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff expenditures under this section shall adhere with all relevant city and state laws and policies.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

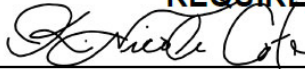
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Garcia Sandra	Wm Supercenter #2201	09/24/2024	\$ 21.64	Emergency supplies for legal staff
CITY ATTORNEY	Garcia Sandra	Southwes	09/30/2024	\$ 570.96	FLight for KAS to attend conference
CITY ATTORNEY	Garcia Sandra	Southwes	09/30/2024	\$ 656.97	Flight for RA to attend Utility PUC meeting in Austin
CITY ATTORNEY	Garcia Sandra	Texas Municipal League	10/01/2024	\$ 500.00	KAS registration for TML conference
CITY ATTORNEY	Garcia Sandra	Southwes	10/07/2024	\$ 595.95	Flight for JG to attend 2024 TML Annual Conference & Exhibition
CITY ATTORNEY	Garcia Sandra	Nmstatebar	10/08/2024	\$ 91.67	New Mexico Bar webinar to maintain New Mexico license for one attorney in order to assist with a pending case in the state of New Mexico
CITY ATTORNEY	Garcia Sandra	Southwes	10/11/2024	\$ 193.98	Return flight for MF from Orlando, FL to attend Synergy conference
CITY ATTORNEY	Garcia Sandra	American Air	10/11/2024	\$ 211.97	MF flight to Orlando, FL to attend Synergy conference
CITY ATTORNEY	Garcia Sandra	American Air	10/11/2024	\$ 471.94	Round trip for CC to attend Synergy conference in Orlando, FL.
CITY ATTORNEY	Garcia Sandra	Gaylord Palms Rsrt Cc	10/12/2024	\$ 324.04	Hotel stay for MF to attend Synergy conference in Orlando, FL
CITY ATTORNEY	Garcia Sandra	Gaylord Palms Rsrt Cc	10/12/2024	\$ 324.04	Hotel stay for CC to go to Synergy conference in Orlando, FL.
CITY ATTORNEY	Garcia Sandra	Thomson Reuters Events	10/14/2024	\$ 1,199.00	Registration for MF to attend Synergy conference in Orlando, FL.
CITY ATTORNEY	Nieman Karla	lia Store	09/20/2024	\$ 53.05	Purchase of e-book for legal staff educational purposes.
CITY ATTORNEY	Nieman Karla	United	09/25/2024	\$ 478.60	Flight for City Attorney KMN to attend TML conference.
CITY ATTORNEY	Nieman Karla	United	10/09/2024	\$ (478.60)	Flight cancelation for KMN to attend to TML conference

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	09/20/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	09/23/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	09/26/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	09/30/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	09/30/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/01/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/08/2024	\$ 7.50	Fee for uploading documents to the AG Portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/14/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/14/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/14/2024	\$ 7.50	Fee for uploading documents to the AG portal.
CITY ATTORNEY	Scott Belinda	Tx Oag Open Records	10/15/2024	\$ 7.50	Fee for uploading documents to the AG.
CITY MANAGER	Argumedo Angel	Southwes	10/01/2024	\$ 226.02	Flight for CFO to attend PFIA training in San Antonio.
CITY MANAGER	Argumedo Angel	Texas Municipal League	10/02/2024	\$ 225.00	Public Funds Investment Act training registration for CFO Cortinas
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	10/01/2024	\$ 140.00	Coffee and pastries for New Employee Orientation on 9/30/2024.
CITY MANAGER	Beard Jackie	Canva US Inc.	10/01/2024	\$ 119.99	Canva yearly subscription for Learning Team. Used to create weekly training broadcasts, monthly newsletters, job aids, infographics, etc.

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Beard Jackie	Corner Bakery Cafe #1543	10/15/2024	\$ 140.00	Coffee and pastries for New Employee Orientation on 10/14/2024. Receipt and food and beverage report attached.
CITY MANAGER	Beard Jackie	Association For Talent	10/16/2024	\$ 300.00	ATD Best Awards Entry fee for Learning Team. Approved by Rosemary Crawford.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	09/20/2024	\$ 64.90	Captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	09/24/2024	\$ 32.45	closed captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Facebk *vc7ffcuk2	09/24/2024	\$ 175.00	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	09/26/2024	\$ 38.94	captions and subtitles for City TV programming.
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	09/30/2024	\$ 12.98	
CITY MANAGER	Cruz-Acosta Laura	Facebk *al24hbluk2	10/01/2024	\$ 26.79	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/03/2024	\$ 12.98	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/04/2024	\$ 45.43	
CITY MANAGER	Cruz-Acosta Laura	Eig	10/07/2024	\$ 628.00	
CITY MANAGER	Cruz-Acosta Laura	Rev.Com	10/07/2024	\$ 45.43	
CITY MANAGER	Cruz-Acosta Laura	Language Fig, Llc	10/07/2024	\$ 2,880.00	
CITY MANAGER	Esquivel Luz	Big Media	09/20/2024	\$ 212.38	Had poster boards made of the 4 City Manager Candidates for the greet and meet meetings.
CITY MANAGER	Esquivel Luz	Inmusic Brands Inc	09/21/2024	\$ 69.41	Had to purchase wheels for the podium CITY TV uses for the all the events that have speakers. The wheels on the podium have broken and it is hard to transport without the wheels.

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
CITY MANAGER	Esquivel Luz	Tatoa	10/16/2024	\$ 660.00	Registration Fees for two City TV employees to attend the 28th Annual TATO A Conference
CITY MANAGER	Esquivel Luz	Southwes	10/18/2024	\$ 683.90	City TV staff to attend the 28th Annual TATO A Conference
CITY MANAGER	Esquivel Luz	Rev.Com	10/18/2024	\$ 38.94	Closed Captions
CITY MANAGER	Esquivel Luz	Zoom.Us 888-799-9666	10/19/2024	\$ 15.99	community outreach and media interviews
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	09/26/2024	\$ 9.99	Extra storage for videos and photos for City iPhone. Storage is needed to maintain photos and videos of City events archived for future use for CITY TV use.
CITY MANAGER	Isaias Ricardo	Apple.Com/Bill	09/28/2024	\$ (21.64)	Requested a refund for the App because it was not what i needed for the videos we take for City TV.
CITY MANAGER	Isaias Ricardo	Delta Air	10/04/2024	\$ 35.00	Dublin, GA to observe, interview and record ESD employees competing against other solid waste service workers across the country on various types of heavy equipment used in their day-to-day positions.
DISTRICT 02	Carlos Diego	Sq *trail Life Usa Troop	10/03/2024	\$ 337.50	pumpkins for fall festival
DISTRICT 02	Carlos Diego	Fastsigns 12701	10/03/2024	\$ 88.00	District 2 banner for events
DISTRICT 02	Carlos Diego	Dollar-General #9187	10/03/2024	\$ 58.50	supplies for fall festival
DISTRICT 02	Carlos Diego	Pinata Party	10/04/2024	\$ 126.75	supplies and candy for fall festival
DISTRICT 02	Carlos Diego	Sq *weros Party Rentals	10/04/2024	\$ 171.51	Jumping balloon, chairs, and table for fall festival
DISTRICT 02	Carlos Diego	Wm Supercenter #1015	10/04/2024	\$ 74.86	Decorations and supplies for fall festival
DISTRICT 02	Carlos Diego	The Home Depot #0523	10/04/2024	\$ 81.08	Decorations for fall festival
DISTRICT 02	Carlos Diego	Dollar-General #9187	10/05/2024	\$ 8.85	Supplies for fall festival

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 02	Carlos Diego	Sq *off The Grill	10/07/2024	\$ 800.00	Catering for fall festival
DISTRICT 02	Carlos Diego	Sq *weros Party Rentals	10/10/2024	\$ 337.50	Jumping balloon, chairs, and table for fall festival
DISTRICT 02	Carlos Diego	Loco Novelties Inc	10/11/2024	\$ 38.75	Balloons for fall festival
DISTRICT 02	Carlos Diego	Sq *trail Life Usa Troop	10/12/2024	\$ 207.00	Pumpkins for fall festival
DISTRICT 02	Carlos Diego	Regency Printing Inc	10/17/2024	\$ 136.00	Business cards
DISTRICT 02	Suira Luis	Mailchimp	10/04/2024	\$ 26.50	Service for constituent communication.
DISTRICT 02	Suira Luis	Zoom.Us 888-799-9666	10/06/2024	\$ 15.99	Office teleconferencing.
DISTRICT 02	Suira Luis	Canva* I04303-45245736	10/13/2024	\$ 14.99	
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	09/25/2024	\$ 67.99	Chocolates for the Halloween Carnival at the Album Park- Parks and Rec Dep, Public Library, Animal Services, and Fire Department
DISTRICT 03	Hernandez Cassandra	Amazon MktpI	09/25/2024	\$ 15.49	The backpack will protect City property, the laptop issue to the Legislative Aide.
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	09/26/2024	\$ 115.65	Halloween Carnival - collaborate with Parks and Rec, Public Library, Fire Dep, and Animal Services. The second page of the document is the receipt for this purchase
DISTRICT 03	Hernandez Cassandra	Amazon MktpI	09/26/2024	\$ 45.08	A laptop bag to protect city property, the laptop issue to City Representative Hernandez
DISTRICT 03	Hernandez Cassandra	Amzn Mktp Us	09/27/2024	\$ 24.99	Charger for one of the city laptops provided by the city- continue serving the community outside of the city hall
DISTRICT 03	Hernandez Cassandra	Amazon MktpI	09/28/2024	\$ 609.71	Candies/chocolates/glow sticks are needed for the Halloween Trunk or Treat Carnival to host along with Parks and Recreation Department on Oct 31 at the Eastwood (Album) Park
DISTRICT 03	Hernandez Cassandra	Zoom.Us 888-799-9666	09/29/2024	\$ 15.99	Monthly charge for video conference service for D3 virtual meetings.

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 03	Hernandez Cassandra	Gannett Media Co	10/02/2024	\$ 15.98	Monthly charge for digital newspaper subscription for D3 office.
DISTRICT 03	Hernandez Cassandra	Amazon Mktp	10/03/2024	\$ 28.97	The Office of District 3 welcomed a new intern who is part of the Ability Fellows program, she requested a bigger keyboard- ADA
DISTRICT 03	Hernandez Cassandra	Eig	10/05/2024	\$ 56.00	Monthly charge for email distribution service for D3 office newsletter.
DISTRICT 03	Hernandez Cassandra	Walmart.Com	10/07/2024	\$ 350.90	The items (food & beverage) are offered the students who recite the pledge of allegiance during city council meetings and to those who office or host meeting related to District 3
DISTRICT 03	Hernandez Cassandra	Dollartree	10/11/2024	\$ 39.75	Items to utilized at the Halloween Trunk or Treat Carnival at Eastwood (Album) Park in Oct 30.
DISTRICT 03	Hernandez Cassandra	Dollar Tree	10/11/2024	\$ 13.75	Items to utilize at the Halloween Trunk or Treat Carnival at Eastwood 9Album) Park Oct 30
DISTRICT 03	Hernandez Cassandra	Wm Supercenter #3763	10/14/2024	\$ 9.57	Paint to decorate items for the Halloween Trunk r Treat Carnival at Album Park Oct 30 3-7 pm
DISTRICT 03	Hernandez Cassandra	Canva* I04304-56370573	10/14/2024	\$ 12.99	Monthly charge for graphic design making service for D3 office.
DISTRICT 03	Hernandez Cassandra	Sarabias Portable Jons	10/17/2024	\$ 125.00	Parks and Recreation Department requested ADA porta potty for the Halloween Trunk or Treat Carnival Oct 30 at Album Park low-sensory section 3-4 pm
DISTRICT 03	Hernandez Cassandra	Wal-Mart #2201	10/19/2024	\$ 29.92	The Office of District 3 participated in Zumba for Zombies with CDIC to support people with disabilities.
DISTRICT 04	Molinar Joe	Hilton Hotel Americas	10/11/2024	\$ 1,230.84	Represent the City of El Paso at the Texas Municipal League 112th Annual Conference in Houston, Texas.
DISTRICT 04	Ruiz-Alba Stephanie	Hilton Hotel Americas	10/11/2024	\$ 923.13	Represent the City of El Paso at the Texas Municipal League 112th Annual Conference in Houston, Texas.
DISTRICT 05	Nino Ivan	Canva* I04280-73831798	09/20/2024	\$ 12.95	Canva monthly subscription for monthly office graphics and out reach
DISTRICT 05	Nino Ivan	Mailchimp	10/06/2024	\$ 13.00	Monthly subscription for community newsletter.
DISTRICT 05	Nino Ivan	Zoom.Us 888-799-9666	10/09/2024	\$ 15.99	Zoom monthly subscription for online virtual meetings/outreach.

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 05	Nino Ivan	Canva* I04310-50962679	10/20/2024	\$ 12.95	Canva monthly subscription for monthly office graphics and outreach.
DISTRICT 06	Fierro Art	Adobe *adobe	09/20/2024	\$ 259.67	Yearly account of Adobe Account for District 6
DISTRICT 06	Fierro Art	Adobe *adobe	10/08/2024	\$ (19.79)	Taxes refund for yearly subscription to Adobe Acrobat
DISTRICT 06	Maldonado Mariaelena	El Paso Times	09/24/2024	\$ 19.99	Newspaper Subscription for District 6
DISTRICT 07	Jimenez Camilo	Sams Club#6502	09/27/2024	\$ 78.65	Cupcakes for the senior members of Pavo real Senior Center's monthly birthday bash
DISTRICT 07	Jimenez Camilo	Costco Whse #0768	09/27/2024	\$ 199.99	Storage Rack for the Pavo Real Senior Center top utilize for their needs.
DISTRICT 07	Jimenez Camilo	Southwes	10/01/2024	\$ 729.96	Flight to Houston for Rep Rivera's Annual Trip to TML 10/9/2024-10/11/2024
DISTRICT 07	Jimenez Camilo	Eig	10/01/2024	\$ 98.00	Newsletter Service in order for Rep Rivera to mass communicate with his constituency.
DISTRICT 07	Jimenez Camilo	Hyatt Reg Houston Dwntr	10/10/2024	\$ 366.29	.
DISTRICT 07	Jimenez Camilo	Hyatt Reg Houston Dwntr	10/10/2024	\$ 297.48	.
DISTRICT 07	Jimenez Camilo	Hyatt Place-Downtown	10/11/2024	\$ 569.06	.
DISTRICT 07	Jimenez Camilo	Sams Club#6502	10/17/2024	\$ 159.84	Refreshments and finger foods for the Community Meeting held of 10/17/2024 at the Cotton Patch Room at the MSC 7968 San Paulo at 6 PM
DISTRICT 08	Abbas Tatiana	Piedmont Cafe	10/10/2024	\$ 26.45	District 8 Community Meeting coffee for guests to encourage community to participate and engage in their local government outreach.
DISTRICT 08	Abbas Tatiana	Mexican Specialty Product	10/18/2024	\$ 14.97	Movies at the Park Series in District 8 for FY 25. Popcorn
DISTRICT 08	Abbas Tatiana	Mexican Specialty Product	10/18/2024	\$ 53.19	Movies at the Park Series in District 8 for FY 25. Flour chicharrones, candy, and water.

**Mayor and Council
P-Card Transactions**

09/21/2024 - 10/20/2024

DEPARTMENT	CARDHOLDER	VENDOR	TRAN DATE	AMOUNT	DESCRIPTION
DISTRICT 08	Canales Jorge	Sqsp* Inv152022508	10/02/2024	\$ 7.20	Office newsletter subscription to reach District 8 subscribers.
DISTRICT 08	Canales Jorge	Gannett Media Co	10/10/2024	\$ 47.97	Office El Paso Times online newspaper yearly subscription.
MAYORS OFFICE	Mendoza Irma	Water Coffee Delivery	09/26/2024	\$ 73.57	Bottled water and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Water Coffee Delivery	09/26/2024	\$ 10.80	Amount is for water dispenser rental fee and cc surcharge.
MAYORS OFFICE	Mendoza Irma	Water Coffee Delivery	10/10/2024	\$ 60.71	Bottled water and cc surcharge.

CITY COUNCIL SPECIAL PROJECTS OR DISCRETIONARY FUNDS EXPENDITURES

OCTOBER 2024

DISTRICT	VENDOR	DATE	AMOUNT	DESCRIPTION
District 2	JESUS MIGUEL DE AVILA	9/11/2024	\$ 950.00	Carnaval Games 10/5/24
District 3	Innovative INK EP LP	10/3/2024	\$ 28.00	Round stickers for 100 medals
District 4	Stephanie Ruiz-Alba	10/22/2024	\$ 1.96	Reimburse Uber- TML Houston
District 6	Mariaelena Maldonado	10/14/2024	\$ 1,133.18	Hotel Reimburse - TX Tribune



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1603, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$2,500.00 from Dr. Richard Teschner.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1604, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Joe Molinar in the amount of \$1,000.00 from the El Paso Fire Fighters Association, Local 51.



Legislation Text

File #: 24-1608, 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.

Members of the City Council, Representative Josh Acevedo, (915) 212-0002

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of contributions by Representative Josh Acevedo in the amounts of \$100 from Claudia Guzman, \$1,000 from Deborah Kastrin, \$200 from Garrett Yancey, \$250 from Jesus Duarte, \$100 from Javier Paz, \$140 from Jorge Lopez, \$500 from Daniel Anchondo, \$500 from Sara E. Priddy, \$500 from Carlos Aguilar, \$2,500 from Woody L. & Gayle G. Hunt, \$100 from David & Cynthia Flores, \$450 from Jose Padilla, \$500 from Mary Gonzalez, and \$100 from Maria Elena Montes.



Legislation Text

File #: 24-1597, 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.

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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Monica Reyes, Candidate for District 1 in the amounts of \$500.00 from Joseph C. Pickett Campaign and \$1,000.00 from Richard Zamora.

RECEIVED

By City Clerk's Office at 4:28 pm, Nov 06, 2024

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

AGENDA DATE: November 19, 2024

CANDIDATE NAME: Monica Reyes

OFFICE SOUGHT: District 1

STRATEGIC GOAL: Goal 6 Set the Standard for Sound Governance and Fiscal Management **SUBGOAL:**
6.8 Support Transparent and Inclusive Government

SUBJECT:

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions
by Monica Reyes, Candidate for the Office of District 1 in the amount of **\$ 500.00 from Joseph C. Pickett
Campaign and in the amount of \$ 1,000.00 from Richard Zamora**

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates
to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the
City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-1599, 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.

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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Tamara Davis, candidate for District 5, in the amounts of \$250.00 from Davida Manor, \$100.00 from Victoria Thompson, \$100.00 from Vanessa Cyler, \$50.00 from Josh Swizzle, \$25.00 from Wade, and \$100.00 from Alex Coman.

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

RECEIVED

By City Clerk's Office at 9:34 am, Nov 12, 2024

AGENDA DATE: _____

CANDIDATE NAME: _____

OFFICE SOUGHT: _____

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

SUBGOAL: 6.8 Support Transparent and Inclusive Government

SUBJECT:

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions

by _____, Candidate for the Office of
in the amount of \$_____ from

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-1606, 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.

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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Renard Johnson, candidate for Mayor, in the amounts of \$500.00 from Erin Villaronga, \$500.00 from Ogechika Alozie, \$500.00 from Sylvia Miner, \$500.00 from Alejandra Nuno, \$500.00 from Jennifer Rae Arreola, \$500.00 from Barbara Armendariz, \$2,500.00 from Kevin Johnson, \$2,500.00 from Woody & Gayle Hunt, \$500.00 from Betty Wakefield, \$5,000.00 Emma Wollschlager, \$10,000.00 from Larry Wollschlager, \$1,000.00 from Thomas Carter, \$500.00 from Suzanne and Bruce Hubbard, \$5,000.00 from Woody & Gayle Hunt, \$5,500.00 from Aaron Chiu, \$2,500.00 from Ryan McCrory, \$500.00 from Jeanette Allen, \$1,500.00 from Plumbers and Steamfitters UA 412, \$1,000.00 from Kenia Arriola, \$2,500.00 from Johnny Escalante, \$500.00 from Patricia Gomez, \$15,000.00 from Alvin Johnson, \$500.00 from Angelica Rodriguez, \$500.00 from Brooks Vandivort, \$1,000.00 from Ryan Rodriguez, \$500.00 from Francisco Reyes, \$500.00 from Mark Soyster, \$7,500.00 from Ed and Margarita Escudero, \$500.00 from Drew Hawley, \$1,000.00 from Steven Medlock, \$1,000.00 from Shirley Melchor, \$500.00 from Angelina Morales, \$1,000.00 from Lisa Peisen, \$1,000.00 from Barbara Armendariz, \$1,000.00 from Renard Johnson, \$750.00 from Joyce Wilson, \$5,000.00 from Scott Bain, from \$500.00 from Ann Horak, \$1,000.00 from Paul Gamboa, \$950.00 from Patricia Azarcon, \$1,000.00 from Tres Lilly, \$500.00 from Jason Vourazeris, \$501.00 from Siobhan Payne, \$500.00 from Allison Glass, \$1,000.00 from Ronnie Lowenfield, \$500.00 from Daniel Rubio, \$1,025.00 from Andrew Ainsa, \$1,000.00 from William Sanders, \$500.00 from Bram Watkins, \$500.00 from Renard Johnson, \$500.00 from Robert Feinberg, \$1,000.00 from William Sanders, \$600.00 from Alvin Johnson, \$1,100.00 from Alfonso Martinez Jr III, \$500.01 from Raul Viescas, \$500.00 from Gerald Rubin, \$500.00 from Manny Quesada, \$500.00 from Hector Delgado, \$1,000.00 from Steffen Poessiger, \$500.00 from Alexandra Riccillo, \$500.00 from Ronald Lowenfield, \$500.00 from Richard Mojica, \$750.00 from Eduardo Trevizo, \$500.00 from Mostafa Rifai, \$500.00 from Delgado Acosta, \$500.00 from Scott Adkins, \$2,250.00 from Renard Johnson, \$1,000.00 from Cliff Eisenberg, \$1,000.00 from Cesar Blanco, \$2,500.00 from MVT Services LLC, \$500.00 from Martha Vera, \$2,500.00 from Antonio Davalos, \$5,000.00 from Josefino Bencomo III, \$1,000.00 from Alvin Johnson, \$500.00 from Dionicio "Manny" Alvarez, \$1,650.00 from Bridget Smith, \$500.00 from Suzanne Ramos, \$500.00 from Ogechika Alozie, \$2,500.00 from International Brotherhood of Electrical Workers (IBEW) 960, \$500.00 from El Paso Association of Contractors (EPAC), \$1,000.00 from Richard Lange, \$1,000.00 from Alan Abbott, \$1,000.00 from Jack Chapman, \$500.00 from Lesley Briones, \$1,000.00 from Nolan Perez, \$500.00 from Richard De Santos, \$4,166.20 from Woody Hunt, \$100,000 Ysleta Del Sur, \$975 from Severo Hughston, and \$150,231.54 from Protect and Serve Political Action Committee.

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

RECEIVED

By City Clerk's Office at 10:45 am, Nov 12, 2024

AGENDA DATE: _____

CANDIDATE NAME: _____

OFFICE SOUGHT: _____

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

SUBGOAL: 6.8 Support Transparent and Inclusive Government

SUBJECT:

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by
_____ in the amount of \$ _____ from

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-1607, 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.

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.

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Alejandra Chavez, candidate for District 1, in the amounts of \$1,000 from The El Paso Association of Fire Fighters Local 51, Inc. PAC, \$650 from Bridget J Smith, and \$2,500 from Woody & Gayle Hunt.

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

RECEIVED

By City Clerk's Office at 8:30 am, Nov 13, 2024

AGENDA DATE: _____

CANDIDATE NAME: _____

OFFICE SOUGHT: _____

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

SUBGOAL: 6.8 Support Transparent and Inclusive Government

SUBJECT:

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions

by _____, Candidate for the Office of
in the amount of \$_____ from

YOU MAY INCLUDE ADDITIONAL AMOUNTS AND CONTRIBUTORS' NAMES AS NEEDED IN THIS BOX

BACKGROUND / DISCUSSION:

Ordinance 019620 adopted on April 23, 2024 amended Section 2.92.080 (E) to require candidates to provide notice of contributions of \$500.00 or more for notation on the consent agenda of the City Council meeting in the same manner as members of City Council.

PRIOR COUNCIL ACTION:

Ordinance 019581 adopted on December 12, 2023 enacted the same requirement for City Council Members.

AMOUNT AND SOURCE OF FUNDING:

N/A

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



Legislation Text

File #: 24-1485, 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 Brian Kennedy, (915) 212-0001

AGENDA LANGUAGE:

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

Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager.
[POSTPONED FROM 10-22-2024 AND 11-12-2024]

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

DEPARTMENT:

Mayor and City Council

AGENDA DATE:

October 22, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Brian Kennedy, 915.212.0001

DISTRICT(S) AFFECTED:

All Districts.

STRATEGIC GOAL:

Goal 2

SUBJECT:

Discussion and action regarding the September 12, 2024, and October 11, 2024, El Paso Firemen and Policemen Fund Second-Tier Plan Cost-of-Living Adjustment correspondence submitted to the City Manager

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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



El Paso Firemen and Policemen's Pension Fund Request

Deputy City Attorney, Kristen Hamilton-Karam
Matter No. HighQ #3676

Summary

The Firemen and Policemen's Pension Fund Board requested:

Annual automatic 1.5% Cost of Living Adjustment (COLA) for tier 2 retirees



Issue 1: They have not complied with the statutory process (Sequential order)

Required to have participants vote



Issue 2: Whether the COLA is supported by existing funding status

Letter indicates (1) negative impact on pension fund and (2) recommends implementing COLA with City Contribution increases, which are barred by current law

Financial Impact

Annual Automatic 1.5% Cost of Living Adjustment

Estimated First Full Year:

Fire Department

• \$2,875,789

Police Department

• \$3,207,211

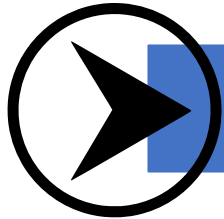
Total:

• \$6,083,000

Statutory Process for new benefit

Must follow sequentially:

Qualified actuary selected by 4/5 vote of the Board



Change must include actuarial report showing it is supported by the **existing funding status of the fund (assets - benefit obligation)** - October 11

Participants must approve by majority vote by blind ballot with 10 days notice

Change must be submitted to Council to approve or deny.

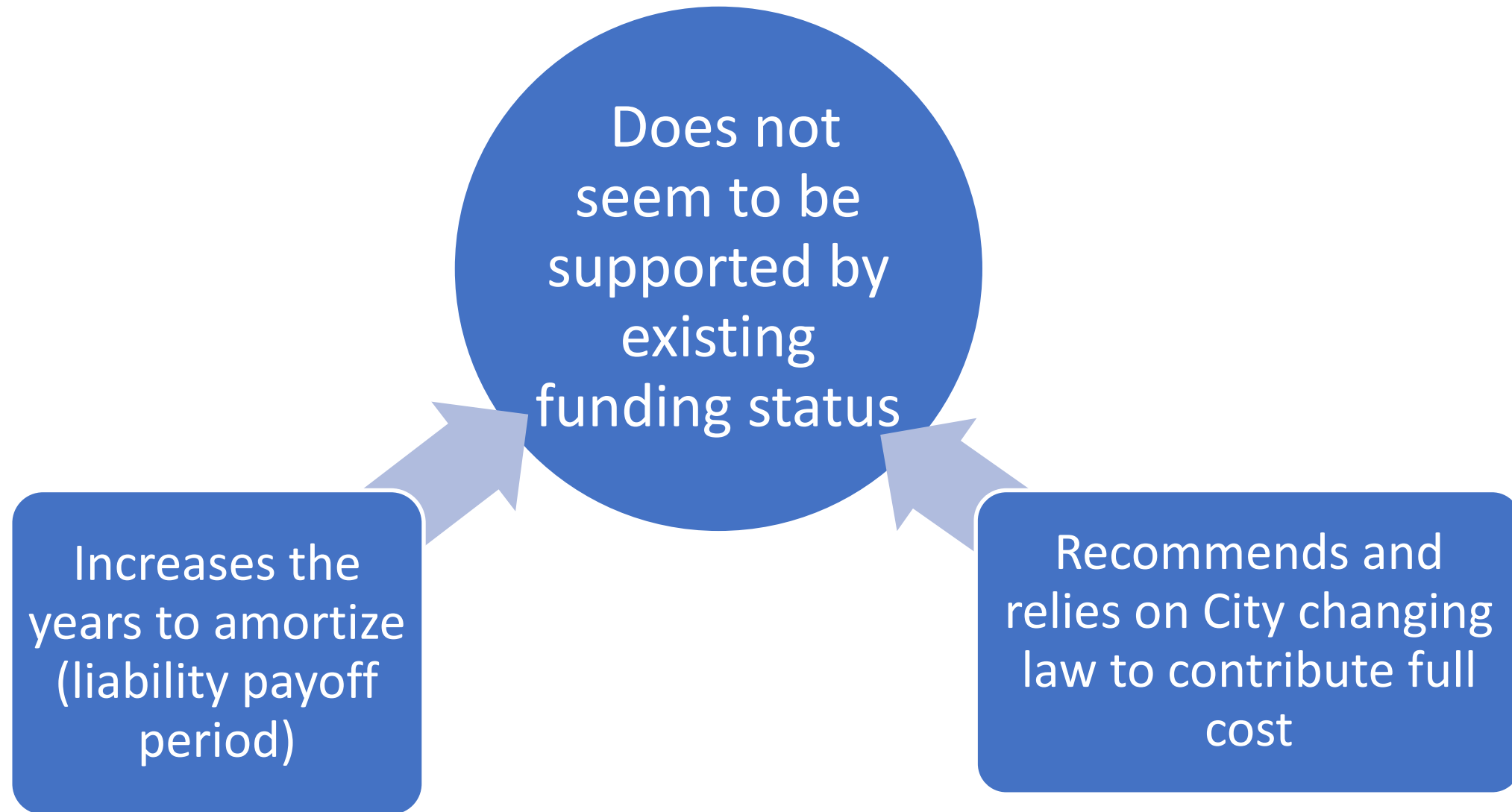
If denies, or no action within 60 days, Board may demand an election

Initial submission – September 12, 2024



- Previous submission did not follow this process:
 - Actuary letter showing City contribution needed to fund COLA – 2.5% increase to PD and a 3.25% increase to fire.
 - this is the wrong question – must be supported by existing funding status
 - Police officer and firefighter participants vote for COLA funded solely by City contribution
 - Board approved of COLA funded solely by City contribution
 - Submitted for Council action – allege need answer in 60 days or can force an election to increase City contribution
- City Manager notified Executive Director actuary report is incorrect.

New Letter from Actuary – Oct. 11, 2024



Projected Pension Fund Impact from Proposal without Increasing City Contributions

Payoff Period (Years to Amortize)		
	Current	W/ COLA*
Police	20	24
Fire	21	26

Source: Letter dated October 11, 2024 from Rudd and Wisdom, Inc.

Actuary's Oct. 11, 2024 Letter

“Technically, Section 10A(b)(1) would be satisfied without an increase in *current* city contribution policy [*sic*] because the payoff periods do not exceed 30 years. **Therefore, the benefit change of adding the COLA is supported by the existing funding status of the fund.**” (italics added) **HOWEVER:**



The actuary finding is based on assumption that law will change “to allow the [C]ity to increase its contribution rates to the two funds as we determined in the February 14, 2024 study” [adding 2.5% to PD and 3.25% to FD]



The actuary **strongly recommends** the City pay for the COLA for the 5 reasons listed

Actuary's Oct. 11, 2024 Letter cont'd



“The closer the pay off period is to 30 year, (a) the smaller is a fund’s cushion for adverse experience and (b) the more sensitive it is to adverse experience.”



Both funds had a large loss in value in 2022 that are being recognized over 5 years – without enough favorable investment, payoffs could become somewhat higher



The next actuarial study will likely include changes in demographic assumptions that could increase liability of the funds

Actuary's Oct. 11, 2024 Letter cont'd



“...the proposed COLA change can be made and still comply with [the law] without the city’s current adoption of its intended contribution rate increases”



“especially in light of the city’s representation that it will work with the Fund to seek a legislative change...”



“The Fund Board of Trustees has a fiduciary duty to consider the recommendations of its consulting actuarial firm for the long-term success and sustainability of the funds.”

Public Funds/Contribution increases

- No increase unless voter approved; or (Tex. Rev. Civ. Stat. Article 6243b, Section 14)
- IF: qualified actuary finds liability payoff period exceeds 40 years, then: Council *may* authorize an increase
 - An increase to the member contribution rate is also required
 - Combined increase must not exceed the rate determined necessary to payoff the liability in 40 years. (Tex. Rev. Civ. Stat. Article 6243b, Section 14A)

Home-Rule Authority

- Home-Rule City can act not inconsistent with the Constitution or State laws. Texas Constitution Article 11, Section 5
- While a home rule city [] has all the powers of the state not inconsistent with the Constitution, the general laws, or the city's charter, [] these broad powers may be limited by statute when the Legislature's intention to do so appears "with unmistakable clarity." [Proctor v. Andrews, 972 S.W.2d 729, 733](#) citing, e.g., *Dallas Merchant's and Concessionaire's Ass'n v. City of Dallas*, 852 S.W.2d 489, 490-491 (Tex. 1993); *City of Sweetwater v. Geron*, 380 S.W.2d 550, 552 (Tex. 1964)

In Summary

- State law does not allow the City to increase its contribution as requested or recommended by actuary
- Pension Fund's future funding status would be impacted if they move forward with this COLA
- Cannot act until all statutory steps are followed

Mission

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

Values

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

Vision

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

**El Paso Firemen & Policemen's Pension Fund**
909 East San Antonio • El Paso, Texas 79901-2523

November 14, 2024

Dionne Mack, City Manager
City of El Paso Texas
300 N. Campbell
El Paso, Texas 79901

**RE: El Paso Firemen & Policemen's Pension Fund
Second-Tier Plan Cost-of-Living Adjustment**

Dear Ms. Mack:

We are pleased to enclose (2) copies each of the Resolution of the Board of Trustees (the "Board") of the El Paso Firemen & Policemen's Pension Fund (the "Fund") and all necessary back up pertaining to a modest cost-of-living adjustment benefit for the Second-Tier Plan, which is the Plan within the Fund that covers only currently active and all future hire contributing Firefighters and Police Officers. We are not proposing a benefit increase to those already retired who cannot help shoulder the cost, but only for those active members who already contribute more to this pension fund than any other public servants pension plans in the entire state of Texas.

Article 6243b, Section 10A Vernon's Annotated Texas Statute (V.A.T.S.) sets forth the State law's process for amending the Fund. The law provides that after a proposed change has first been approved by a qualified actuary selected by a 4/5ths vote of the Board and next approved by contributing members, Subsection 10A (c) requires the Board to next submit this change for approval by the city's governing body (City Council), and lastly, that failing that approval within sixty days, the Board can require that the City hold a voter election.

A vibrant and successful city must have many elements, from good quality education (which includes our public libraries which you headed so well for many years), to essential quality municipal services including public health, sanitation, water, etc. But no successful city can thrive without high quality public safety services -- police, fire and paramedics. In order to maintain and attract those servants the City of El Paso needs to have an attractive pension program for those men and women firefighters (most are also certified paramedics) and police officers, who put on their uniforms and every day put their own health and very lives on the line protecting the lives, property and welfare of our citizens and guests.

The Fund can have a modest cost of living feature that will assure that retirement benefits are not eroded by inflation and thus retirement benefits will be more competitive compared to the market

that competes for these men and women. By being competitive the City will be able to recruit and retain qualified personnel, which benefits the citizens by helping the Fund and thus the City, provide decent and competitive retirement, disability and death benefits to our members and your public safety employees

The Board is available to answer questions and work with the city administration to have this item presented to City Council.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Grossman', with a stylized, flowing script.

Tyler Grossman
Executive Director/CIO

Enclosures

cc: Ms. Luara Prine, City Clerk
Mr. Robert Cortinas, CFO
File

**EL PASO FIREMEN & POLICEMEN'S PENSION FUND
SPECIAL BOARD MEETING
Wednesday, October 28, 2024, at 8:00 AM
El Paso Firemen and Policemen's Pension Fund Office
909 East San Antonio Avenue, El Paso, Texas 79901**

MINUTES

TRUSTEE MEMBERS' PRESENT

Fire Division:

Lieutenant Paul Thompson
Captain Tim Burns
Battalion Chief Bryan Silva

Police Division:

Lieutenant Sean Shelton
Officer Jerry Armendariz
Lieutenant John Schneider

Mayoral Appointments:

Ms. Lee Ellen Banks (via Zoom)
Ms. Leila Melendez
Ms. Susana Visconti (via Zoom)

City Manager Appointments:

Mr. Gary Borsch
Mr. William Veliz

OTHERS PRESENT

Mr. Tyler Grossman – Executive Director/CIO
Ms. Christina Ramirez – Deputy Executive Director
Ms. Michele Amaya – Executive Assistant

TRUSTEE MEMBERS ABSENT: NONE

EL PASO FIREMEN & POLICEMEN'S PENSION FUND
October 28, 2024 - 8:00 A.M.

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1. Establishment of Quorum.

Chairman Sean Shelton established that a Quorum was present. The Regular Meeting of the El Paso Firemen & Policemen's Pension Fund Board of Trustees was called to order at 8:00 a.m.

2. Certification of the results of the election of new Trustee to the Board of Trustees in accordance with Section 4(I) of the Fund's Voting Procedures, by the Board Secretary.

Fire Division – Certified Results

The certified results are as follows: Mr. Bryan Silva, 222 votes; Mr. Marco Hernandez, 205 votes; and Mr. Wyatt Cain, 39 votes. Whereas Mr. Silva received the highest number of validated votes for the Fire Division, Mr. Silva will be deemed a duly elected member of the Board of Trustees. He will continue to serve the unexpired term left vacant by former trustee Daniel Roy through July 2025.

Mr. Burns moved to certify the election results, seconded by Mr. Schneider, and passed unanimously by the 10 present Board Members.

New Business

1. Discussion and action on the selection of a qualified actuary in accordance with Article 6243b 10A(b)(1) Vernon's Annotated Texas Statute.

Mr. Grossman advised Mark Fenlaw from Rudd & Wisdom has and still does meet the qualifications in accordance with Article 6243b 10A(b)(1) Vernon's Annotated Texas Statute. Further Mr. Fenlaw held these qualifications when he was hired in April of 2021 to study and report his findings with updates to the Board of Trustees. 10 trustees were present in April 2021 and voted in favor of hiring Mr. Fenlaw.

After careful discussion and due consideration, Ms. Melendez moved to verify that the Fund has been utilizing a qualified actuary and was hired in accordance with Article 6243b10A(b)(1) Vernon's Annotated Texas Statute, seconded by Mr. Veliz and passed unanimously by the 10 present Board Members.

2. Discussion and action on actuarial finding regarding a Second Tier Cost of Living Adjustment.

The Fund's actuary provided a letter that resulted from the study that was previously approved by the Board and presented at the February 2024 Board meeting. The letter stated that in the event a proposed cost-of-living adjustment is added for the Second-Tier plan members the payoff of the unfunded liability for both the Police Fund and the Fire Fund does not exceed 30 years. This conclusion satisfies Article 6243b 10A(b)(1) Vernon's Annotated Texas Statute. Mr. Shelton advised the letter shows the Board of Trustees has the authority to approve the cost of living benefit for the second-tier members.

After careful discussion and due consideration, Mr. Armendariz moved to approve the finding provided by the Fund's actuary as set forth in the attached letter dated October 25, 2024 and the Cost of Living Adjustment benefit for the Second-Tier, seconded by Mr. Burns and passed unanimously by the 10 present Board Members.

EL PASO FIREMEN & POLICEMEN'S PENSION FUND
October 28, 2024 - 8:00 A.M.

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3. Discussion and action on the Second Tier Cost of Living Adjustment ballot language.

After careful discussion and due consideration, Mr. Schneider moved to approve the ballots as presented, seconded by Mr. Veliz and passed unanimously by the 10 present Board Members.

4. Discussion and action on the steps the Board will take to affect the adoption of the Cost of Living Adjustment amendment.

Mr. Grossman explained that once the Second-Tier COLA is voted on by the membership, the Board of Trustees will meet on November 14th to certify the election results. Upon such certification of the membership's vote which shows an approval of implementing the COLA, a packet will be sent to the city which will include the minutes of this meeting October 28, 2024, the letter from the Fund's actuary as attached in item 2, the signed Resolution from item 5, and the certified election results from the Fund's third-party election administrator.

After careful discussion and due consideration, Mr. Armendariz moved to approve the process as described above, seconded by Mr. Burns and passed unanimously by the 10 present Board Members.

5. Discussion and action on the Second Tier Cost of Living Adjustment Resolution.

After careful discussion and due consideration, Mr. Armendariz moved to approve the Second Tier Cost of Living Adjustment Resolution, seconded by Mr. Burns and passed unanimously by the 10 present Board Members.

Ms. Visconti left the meeting at 8:17 a.m.

6. Discussion and action on voting policy and process for the Second Tier Cost of Living Adjustment by the Fund's membership.

Mr. Grossman explained that the voting policy would need to be modified by the Board for this upcoming election. The Fund will keep the ten-day notification of election period as required by state statute; however, the actual election period will only be for five days. Also voting will only be done by electronic vote and phone vote. No paper ballot will be issued; therefore mail-in ballots will not be part of this process. The notification period will be from October 29th through November 7th. The election period will run from November 8th through November 12th. The third-party election vendor will provide results to the Fund on November 13th.

After careful discussion and due consideration, Mr. Schneider moved to approve the above described modified voting process for the Second Tier Cost of Living Adjustment as described above, seconded by Ms. Melendez and passed unanimously by the 10 present Board Members.

7. Discussion and action on authorizing Board Trustees and the Executive Director to work with the City of El Paso on possible changes to Article 6243b Vernon's Annotated Texas Statute.

EL PASO FIREMEN & POLICEMEN'S PENSION FUND
October 28, 2024 - 8:00 A.M.

4

Mr. Grossman asked that the Board of Trustees and he be given authority to negotiate with the city on changes in Article 6243b Vernon's Annotated Texas Statute. The result will then be brought to the Board for consideration.


After careful discussion and due consideration, Mr. Burns moved to approve that the Executive Director and Board of Trustees work with the city staff on possible changes to Article 6243b Vernon's Annotated Texas Statute, seconded by Mr. Veliz and passed unanimously by the 10 present Board Members.

8. Opportunity for Statements from Members/Retired Members/Public.

None.

9. Adjournment.

Mr. Shelton adjourned the meeting. The El Paso Firemen & Policemen's Pension Fund Board of Trustees meeting stands in adjournment at 8:33 a.m.

DocuSigned by:

Chairperson

DocuSigned by:

Secretary

W. Lee Bello, A.S.A.
Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
Mark R. Fenlaw, F.S.A.
Brandon L. Fuller, F.S.A.
Christopher S. Johnson, F.S.A.
Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.



Edward A. Mire, F.S.A.
Rebecca B. Morris, A.S.A.
Amanda L. Murphy, F.S.A.
Michael J. Muth, F.S.A.
Khiem Ngo, F.S.A., A.C.A.S.
Timothy B. Seifert, F.S.A.
Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

October 25, 2024

Via E-Mail: t.grossman@epfppf.org

Board of Trustees of the El Paso Firemen &
Policemen's Pension Fund
c/o Mr. Tyler Grossman, Executive Director & CIO
909 E. San Antonio Avenue
El Paso, TX 79901

Re: Qualified Actuary

Dear Board Members:

At your request, I am providing my credentials as a qualified actuary in accordance with Section 10A(b)(1) of Article 6243b, Vernon's Texas Civil Statutes. I am a Fellow of the Society of Actuaries, a Member of the American Academy of Actuaries, and a Fellow of the Conference of Consulting Actuaries, the organization that formerly went by the name the Conference of Actuaries in Public Practice. I am employed by Rudd and Wisdom, Inc. Consulting Actuaries, a Texas firm started by Mr. John Rudd in 1945. It has a long history of providing actuarial consulting services for public employee pension plans. Our current staff of credentialed actuaries includes nine who have experience providing such services. Our firm has provided actuarial consulting services for your fund since 2017, using three of our credentialed actuaries, including Rebecca B. Morris, A.S.A., and Brandon L. Fuller, F.S.A., with me leading our team.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'Mark R. Fenlaw'.

Mark R. Fenlaw, F.S.A.

MRF:nlg

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W. Lee Bello, A.S.A.
Mitchell L. Bilbe, F.S.A.
Evan L. Dial, F.S.A.
Philip S. Dial, F.S.A.
Charles V. Faerber, F.S.A., A.C.A.S.
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Oliver B. Kiel, F.S.A.
Dustin J. Kim, F.S.A.



Edward A. Mire, F.S.A.
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Raymond W. Tilotta
Ronald W. Tobleman, F.S.A.
David G. Wilkes, F.S.A.

October 25, 2024

Via E-Mail: t.grossman@epfppf.org

Board of Trustees of the El Paso Firemen &
Policemen's Pension Fund
c/o Mr. Tyler Grossman, Executive Director & CIO
909 E. San Antonio Avenue
El Paso, TX 79901

Dear Board Members:

At the request of the Board of Trustees of the El Paso Firemen & Policemen's Pension Fund, Rudd and Wisdom, Inc. has reviewed Section 10A of Article 6243b, Vernon's Texas Civil Statutes, analyzing the specific question of whether the proposed benefit change of adding an automatic 1.5% per year cost-of-living adjustment (COLA) for the second-tier plan members when they are retired would be "supported by the existing funding status of the fund." [Section 10A(b)(1)], i.e., without an increase in the city contribution rate.

Current state law and the State Pension Review Board define an actuarially-healthy pension fund as not exceeding a 30-year amortization, or payoff, period for the unfunded liability. Based upon the February 2024 COLA study we conducted on behalf of your Board, the proposed second-tier COLA would result in a payoff period of 26 years for the Firemen's Pension Fund and of 24 years for the Policemen's Pension Fund without an increase in the city contribution rate. **Since the payoff periods would not exceed 30 years, Section 10A(b)(1) would therefore be satisfied, and the benefit change of adding the COLA would be supported by the existing funding status of the fund.**

Obviously, an increase in city contributions at a future date would have a positive impact on the Funds' actuarial condition by reducing the payoff periods. The lower the payoff periods, the larger is the cushion for withstanding adverse experience related to investment performance, payroll growth, compensation increases, mortality, inflation, or similar factors.

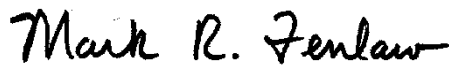
As the Board's actuarial firm, we fully supported the collaborative effort in 2023 between the City of El Paso and the Fund whereby the voters approved a Charter amendment giving the City flexibility to increase contribution rates to better manage the actuarial needs of the Funds. We also understand that the Fund and City will be considering a logical next step of working in concert to make needed improvements to Article 6243b, the Fund's governing statute, in the 2025 Texas Legislature. We support this effort since the improvements are needed to allow the City to increase its contribution rates.

Investment performance has the largest effect on the actuarial condition of a fund, and investment markets tend to go up over the long-term but can go up and down over the near-term. The El Paso Firemen & Policemen's Pension Fund has historically exceeded its assumed rate of return over long periods of time and has been a leading performer among local retirement systems in Texas. At the same time, the Fund's future investment experience from year to year is unknown; so contribution rates also play an important role. Any future increase in the City contribution rates would only improve the ability of the Funds to support the proposed benefit change and remain comfortably within the funding parameters the state has set forth.

In summary, we would unequivocally support a future City contribution increase and believe it would help maintain and protect the Funds' future funding health. That being said, the proposed COLA change satisfies the requirements of current law and, as Article 6243b, Section 10A(b)(1) requires, is "supported by the existing funding status of the fund."

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Mark R. Fenlaw". The signature is written in a cursive, slightly stylized font.

Mark R. Fenlaw, F.S.A.

MRF:nlg

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El Paso Firemen & Policemen's Pension Fund
909 East San Antonio • El Paso, Texas 79901-2523



Resolution of the Board of Trustees of the El Paso Firemen & Policemen's Pension Fund

Historically, the El Paso Firemen & Policemen's Pension Fund (the "Fund") attempts to modify benefits to keep the City of El Paso's first responders' pension benefits competitive compared to the market. Modifications to the Fund can only be done in accordance with Article 6243(b), Vernon's Annotated Texas Statue (V.A.T.S.) which requires an actuary's approval which must be based on an actuarial finding that the change is supported by the existing funding status of the fund.

Article 6243(b), Section 10A allows for the modification of benefits and lists the requirements to codify those changes in the Fund's Plan Document.

Section 10A (a) requires that the proposed change must be approved by a majority vote of the whole board. Then, Section 10A (b)(1) requires that the proposed change must be approved by a "qualified actuary" selected by a four-fifths vote of the Board. The term "qualified actuary" as further defined in Section 10A (b)(1) means, the actuary "must be a Fellow of the Society of Actuaries or a Fellow of the Conference of Actuaries in Public Practice or a Member of the American Academy of Actuaries; the actuary, if an actuarial consulting firm, must be established in the business of providing actuarial consulting services to pension plans and have experienced personnel able to provide the requested services". Rudd & Wisdom, the Fund's actuaries meet these requirements.

Next, the proposed change must be approved by a majority of all persons then making contributions to the fund as employees of a department to which the change would directly apply, voting by secret ballot in an election held after ten (10) days' notice given by posting at a prominent place in every station or substation of a department to which the change would directly apply and in the city hall;"

Section 10A (c) provides the additional requirements that after the above steps have been completed then the Board of Trustees must present the proposed change to the City of El Paso and if the City does not approve within sixty days, the Board is authorized, by a resolution passed by a majority of the whole board plus one, to require the City of El Paso to hold an election as soon as practicable for approval of the change by the qualified voters of the City of El Paso.

On July 1,2007, a Second-Tier Plan was created which has different benefits than the Base Plan. Today, a majority of the active members participating in the Fund are currently in the Second-Tier Plan. The adoption of the Second-Tier Plan was a compromise to assure the long-term financial strength and viability of the Fund, and in order to accomplish that its design excluded several benefits from the Base Plan. One of the benefits that has been missing in the Second-Tier

Plan has been a cost-of-living adjustment (COLA). Second-Tier Plan members do not have a COLA and therefore will never receive an increase in their annuity after retirement. The lack of a COLA has made it difficult to recruit and retain first responders because better benefits can be found at some similar employment throughout Texas.

In 2017, active members of the Fund and the City of El Paso approved a benefit improvement which reduced the age of retirement and decreased the amount of time members had to be employed to be eligible to retire, which matched Base Plan members. This modification was paid for by an increase in contributions by the active members only. In fact, the contribution increase by the members was more than what was actuarially required.

The Board of Trustees now wants to add a COLA to the Second-Tier Plan with the approval of the City.

UPON THE FOLLOWING MOTION TO BE MADE BY A MEMBER OF THE BOARD OF TRUSTEES

“Pursuant to the Actuarial COLA finding dated October 25, 2024, made by the Fund’s qualified actuary, whose contract is hereby reaffirmed and ratified by a four-fifths vote of the Board, the Board of Trustees, with the intent to carry out the above-described purpose, hereby approves seeking to amend the Second Tier Plan as follows:

1. Create an automatic annual one-point five percent (1.5%) COLA for Second-Tier Plan members starting the earlier of the retiree’s attainment of age sixty (60) or five (5) years after they retire or enter the Forward DROP.

The COLA for Second-Tier Plan members will be applied annually on each January 1st following the effective date of their first COLA adjustment, the same way as the COLA is administered for the Base Plan members of the Fund. In no way is this Second-Tier Plan benefit modification meant to change the benefit for any Base Plan members who are active or retired. Any Second-Tier Plan Member who has retired or any Second-Tier Plan Member who has died and whose beneficiary is in pay status prior to July 1, 2027, will not begin to receive the subject COLA until the earlier of their attaining age sixty (60) or five (5) years after July 1, 2027., and

That a secret ballot election of all persons then making contributions to the fund as employees of a department to which the change would directly apply be promptly called, and

That in the event of the voting members ratification of the proposed COLA amendment that the Board present all such findings to the City of El Paso, and

In the event that the City of El Paso does not approve the proposed COLA amendment, that without further delay or need for further Board approval, that today’s Resolution also approves the Board’s requesting the City, by the vote here of a majority of the whole Board plus one, to

BALLOT PROPOSITION

PROPOSED AMENDMENT

TO THE

EL PASO FIREMEN & POLICEMEN'S PENSION FUND

FIRE DIVISION BALLOT

The purpose of this vote is to approve an amendment to the Second-Tier Plan within the Fund for Fire Fighters to:

1. Amend Part II: THE SECOND-TIER PLAN, Section 13 to read,

SECTION 13. COST OF LIVING ADJUSTMENT.:

13.01 For Firemen. Beginning July 1, 2027, each Retiree or Beneficiary receiving a Pension under Section 11, or subsections 7.01, 7.02 or 12.01, shall receive a cost-of-living adjustment (COLA) as follows:

a. For those Second-Tier Plan members already receiving a benefit under Section 11, or sub-sections 7.01, 7.02 or 12.01, a one-point five percent (1.5%) cost-of-living adjustment will not begin until the earlier of their attaining age sixty (60) or five (5) years after July 1, 2027, and on each January 1st thereafter.

b. Upon the earlier of the Retiree or former Member having or would have attained age sixty (60), or the fifth (5th) anniversary of the Pension Commencement Date, the Retiree or Beneficiary shall receive a one-point five (1.5%) percent increase of such Pension; and

c. On each January 1st following the effective date of the above Pension adjustment, the Retiree or Beneficiary shall receive a periodic one-point five percent (1.5%) increase of such Pension.

2. 13.03 Forward DROP

a. For Firemen. Members who have elected to enter into the Forward DROP shall receive a cost-of-living adjustment calculated as follows:

i. Upon the earlier of the Member having or would have attained age sixty (60), or the fifth (5th) anniversary of the Forward Drop Benefit Computation Date, the Member shall receive a one-point five (1.5%) percent increase in the amount of such Member's aggregate monthly service retirement benefit used to calculate the Forward Drop payment under subsection 7.01 during the Forward Drop Accumulation Period; and

ii. On each January 1st following the effective date of the above adjustment until the Member's Retirement, the Member's aggregate monthly service retirement benefit as

calculated under subsection 7.01 during the Forward Drop Accumulation Period shall receive a periodic one-point five (1.5%) percent increase of such amount for purposes of calculating the lump sum amount pursuant to subsection 8.03.

3. 13.04 Pension Commencement Date. For purposes of this Section 13, and for Section 11, subsections 7.01 and 7.02 and paragraph 12.01.a, "Pension Commencement Date" shall mean July 1, 2027 for those members already receiving a pension or the first day of the period for which the initial Pension payment is made to the Retiree; and for paragraphs 12.01.b and c, July 1, 2027 for members already receiving a pension or the first day of the period for which the initial Pension payment is made to the Beneficiary. However, should a Retiree be re-employed under subsection 9.01, the "Pension Commencement Date" shall mean the first day of the subsequent period for which a Pension payment is made to the Retiree.

Are you in favor of approving the above-described amendment to the El Paso Firemen & Policemen's Pension Fund implementing a Cost-of-Living Benefit Enhancement to the Second-Tier Plan as approved by the Board of Trustees on October 28, 2024, pursuant to Section 10A of Article 6243b, Vernon's Annotated Texas Statutes, such amendment to be effective July 1, 2027, for implementation of this Benefit Enhancement?

☐

YES

☐

NO

BALLOT PROPOSITION

PROPOSED AMENDMENT

TO THE

EL PASO FIREMEN & POLICEMEN'S PENSION FUND

POLICE DIVISION BALLOT

The purpose of this vote is to approve an amendment to the Second-Tier Plan within the Fund for Police Officer's to:

1. Amend Part II: THE SECOND-TIER PLAN, Section 13 to read,

SECTION 13. COST OF LIVING ADJUSTMENT.:

13.02 For Policemen. Beginning July 1, 2027, each Retiree or Beneficiary receiving a Pension under Section 11, or subsections 7.01, 7.02 or 12.01, shall receive a cost-of-living adjustment (COLA) as follows:

a. For those Second-Tier Plan members already receiving a benefit under Section 11, or sub-sections 7.01, 7.02 or 12.01, a one-point five percent (1.5%) cost-of-living adjustment will not begin until the earlier of their attaining age sixty (60) or five (5) years after July 1, 2027, and on each January 1st thereafter.

b. Upon the earlier of the Retiree or former Member having or would have attained age sixty (60), or the fifth (5th) anniversary of the Pension Commencement Date, the Retiree or Beneficiary shall receive a one-point five (1.5%) percent increase of such Pension; and

c. On each January 1st following the effective date of the above Pension adjustment, the Retiree or Beneficiary shall receive a periodic one-point five percent (1.5%) increase of such Pension.

2. 13.03 Forward DROP

b. For Policemen. Members who have elected to enter into the Forward DROP shall receive a cost-of-living adjustment calculated as follows:

i. Upon the earlier of the Member having or would have attained age sixty (60), or the fifth (5th) anniversary of the Forward Drop Benefit Computation Date, the Member shall receive a one-point five (1.5%) percent increase in the amount of such Member's aggregate monthly service retirement benefit used to calculate the Forward Drop payment under subsection 7.01 during the Forward Drop Accumulation Period; and

ii. On each January 1st following the effective date of the above adjustment until the Member's Retirement, the Member's aggregate monthly service retirement benefit as

calculated under subsection 7.01 during the Forward Drop Accumulation Period shall receive a periodic one-point five (1.5%) percent increase of such amount for purposes of calculating the lump sum amount pursuant to subsection 8.03.

3. 13.04 Pension Commencement Date. For purposes of this Section 13, and for Section 11, subsections 7.01 and 7.02 and paragraph 12.01.a, "Pension Commencement Date" shall mean July 1, 2027 for those members already receiving a pension or the first day of the period for which the initial Pension payment is made to the Retiree; and for paragraphs 12.01.b and c, July 1, 2027 for members already receiving a pension or the first day of the period for which the initial Pension payment is made to the Beneficiary. However, should a Retiree be re-employed under subsection 9.01, the "Pension Commencement Date" shall mean the first day of the subsequent period for which a Pension payment is made to the Retiree.

Are you in favor of approving the above-described amendment to the El Paso Firemen & Policemen's Pension Fund implementing a Cost-of-Living Benefit Enhancement to the Second-Tier Plan as approved by the Board of Trustees on October 28, 2024, pursuant to Section 10A of Article 6243b, Vernon's Annotated Texas Statutes, such amendment to be effective July 1, 2027, for implementation of this Benefit Enhancement?

☐

YES

☐

NO



2024 El Paso Fire & Police Pension Fund Second-Tier COLA Election Results

Fire Division

	Votes Received	Percent
Yes	604	98.53%
No	6	0.98%
Abstain	3	0.49%

	Eligible	Voted Using		
		Online Ballot	Phone Ballot	Total Voted
Members	955	613	0	613

Online and Phone Ballots Received by Date – Fire Division
--

WEEKDAY	DATE	BALLOTS
FRIDAY	November 8, 2024	391
SATURDAY	November 9, 2024	52
SUNDAY	November 10, 2024	28
MONDAY	November 11, 2024	103
TUESDAY	November 12, 2024	39
	TOTAL	613

I certify that the 2024 EPFPPF Second-Tier COLA voting results are correct, true and accurate. All EPFPPF election rules were strictly adhered to and all necessary Intelliscan, Inc. internal controls were in place to ensure the accuracy and integrity of the amendment vote.

Andrew Arbitell Date: 11/13/24

Andrew Arbitell
Account Manager
Intelliscan Inc.



2024 El Paso Fire & Police Pension Fund Second-Tier COLA Election Results

Police Division

	Votes Received	Percent
Yes	778	97.86%
No	12	1.51%
Abstain	5	0.63%

	Eligible	Voted Using		
		Online Ballot	Phone Ballot	Total Voted
Members	1078.....	791	4	795

Online and Phone Ballots Received by Date - Police Division

WEEKDAY	DATE	BALLOTS
FRIDAY	November 8, 2024	466
SATURDAY	November 9, 2024	68
SUNDAY	November 10, 2024	28
MONDAY	November 11, 2024	107
TUESDAY	November 12, 2024	126
	TOTAL	795

I certify that the 2024 EPFPPF Second-Tier COLA voting results are correct, true and accurate. All EPFPPF election rules were strictly adhered to and all necessary Intelliscan, Inc. internal controls were in place to ensure the accuracy and integrity of the amendment vote.

Andrew Arbitell Date: 11/13/24

Andrew Arbitell
Account Manager
Intelliscan Inc.



Legislation Text

File #: 24-1558, 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 4

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Stan Roberts Sr. and US-54 Patriot Freeway

Applicant: Ranchos Real IV, LTD, PZRZ24-00014

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Stan Roberts Sr. and US-54 Patriot Freeway
Applicant: Ranchos Real IV, LTD, PZRZ24-00014

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) to allow for a proposed general warehouse development. City Plan Commission recommended 8-0 to approve with a condition of the proposed rezoning on October 24, 2024. As of November 4, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 3, SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2/C (APARTMENT/CONDITION) AND C-2 (COMMERCIAL) TO C-4 (COMMERCIAL) AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad 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 **A-2/c (Apartment/condition)** and **C-2 (Commercial)** 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.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

That within twenty feet (20') from the property line abutting US-54, no parking or vehicular storage or display shall be allowed.

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 _____, **2024**

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

(Additional signatures following page)

HiQ3843-Trans#594882|P&I|
Stan Roberts US54
ORDINANCE NO. _____
RTA

Zoning Case No: PZRZ24-00014
Page 1 of 2

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

HiQ3843-Trans#594882|P&I|

Stan Roberts US54

ORDINANCE NO. _____
RTA

Zoning Case No: PZRZ24-00014

Page 2 of 2

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing For Reference at a found 2" pipe in concrete for the common corner of Sections 3, 4, 9 and 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; from which a found 2" pipe in concrete for the common corner of Sections 9, 10, 15 and 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears South 00°58'52" East a distance of 5291.26 feet; Thence along said common line of Sections 3 and 10, South 89°51'33" East a distance of 898.14 feet to a found ½" rebar with cap marked TX 4297 on the easterly line of a parcel of land described in volume 4841, page 1190, Real property records of El Paso County, Texas for The "TRUE POINT OF BEGINNING";

Thence continuing along the line of sections 3 and 10 South 89°51'33" East a distance of 2271.72 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 20°39'23" East a distance of 41.43 feet to a found ½" rebar with cap marked TX 5152 on the northerly line of U.S. Highway No. 54;

Thence along said right of way line South 48°32'50" West a distance of 667.32 feet to a found ½" rebar with cap marked TX 5152;

Thence along said right of way line South 48°32'28" West a distance of 2336.84 feet to a found ½" rebar with cap marked TX 4297 on the easterly line of a parcel of land described in volume 4841, page 1190, Real property records of El Paso County, Texas

Thence along said line North 00°58'57" West a distance of 2033.60 feet to the "TRUE POINT OF BEGINNING" and containing 54.35 acres of land more or less.

NOTE: A Plat of even date accompanies this description.

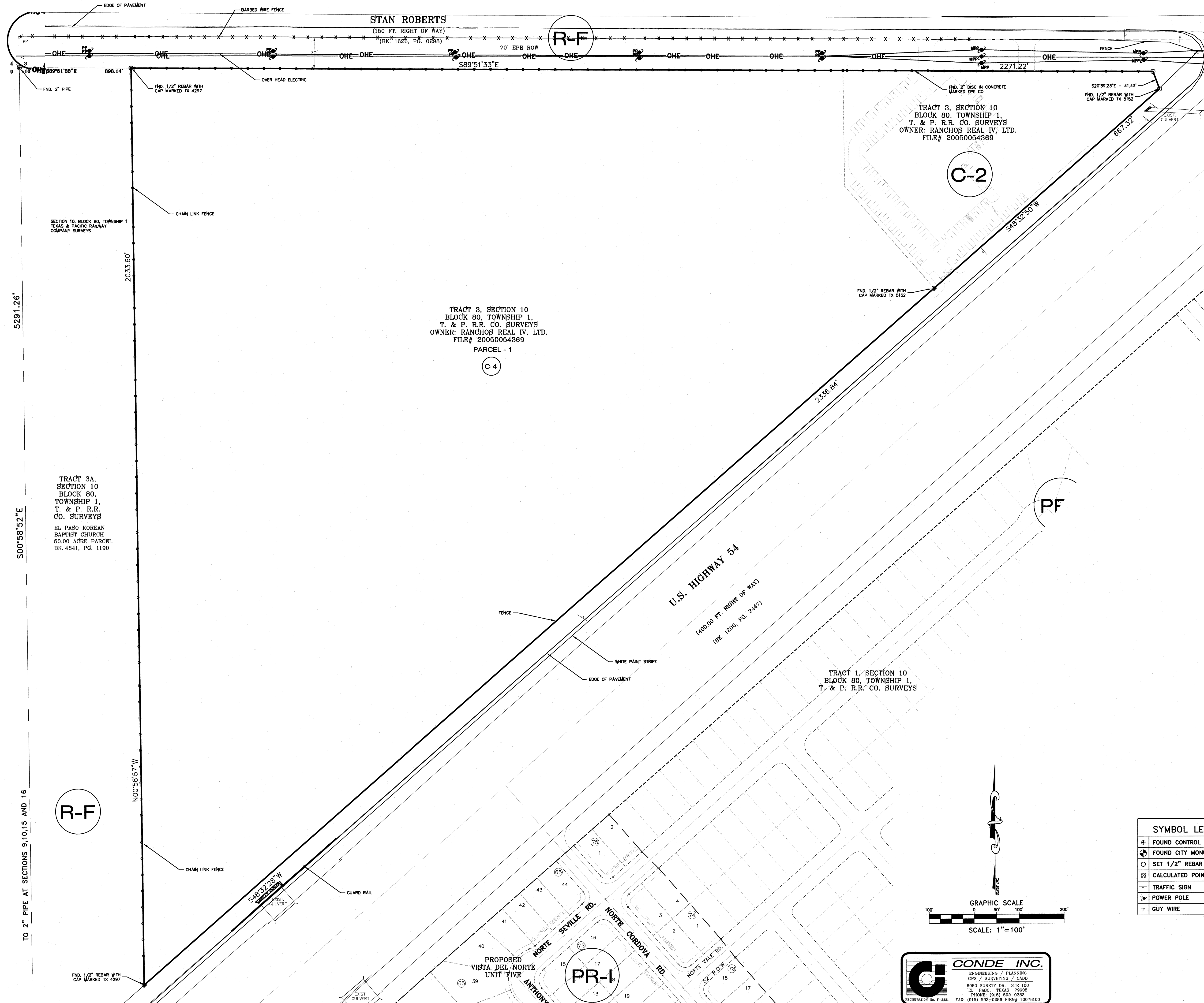

Ron R. Conde
R.P.L.S. No. 5152
Job# 624-04 R.C.



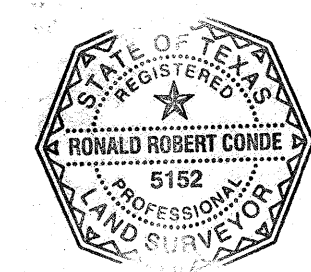
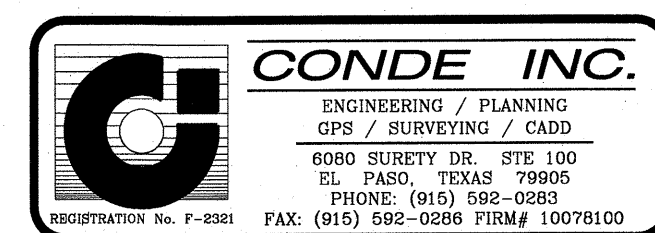
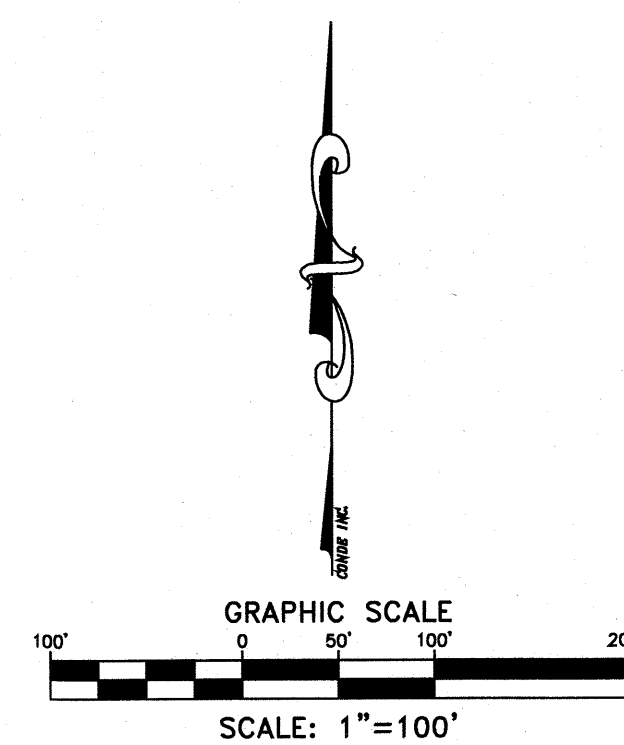
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FIRM# 10078100

PLAT OF SURVEY

BEING A PORTION OF TRACT 3,
SECTIONS 10, BLOCK 80, TSP 1,
TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 54.35 ACRES



SYMBOL LEGEND	
⊙	FOUND CONTROL POINT
⬮	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
⊠	CALCULATED POINT (NOT SET)
+	TRAFFIC SIGN
⚡	POWER POLE
⚡	GUY WIRE



CERTIFICATION
THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

Stan Roberts Sr. and US-54-Patriot Freeway

City Plan Commission — October 24, 2024

REZONING



CASE NUMBER:	PZRZ24-00014
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Ranchos Real IV, LTD
REPRESENTATIVE:	Conde, Inc.
LOCATION:	South of Stan Roberts Sr. Ave. and Northwest of US-54 Patriot Freeway (District 4)
PROPERTY AREA:	54.35 acres
REQUEST:	Rezone from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial)
RELATED APPLICATIONS:	PZCR24-00004 – Condition Release Application
PUBLIC INPUT:	None received as of October 17, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) to allow for a proposed general warehouse development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with commercial zone district in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban (Walkable) for the future land use designation. The recommended conditions are the following:

1. That within twenty feet (20') from the property line abutting US-54, no parking or vehicular storage or display shall be allowed.

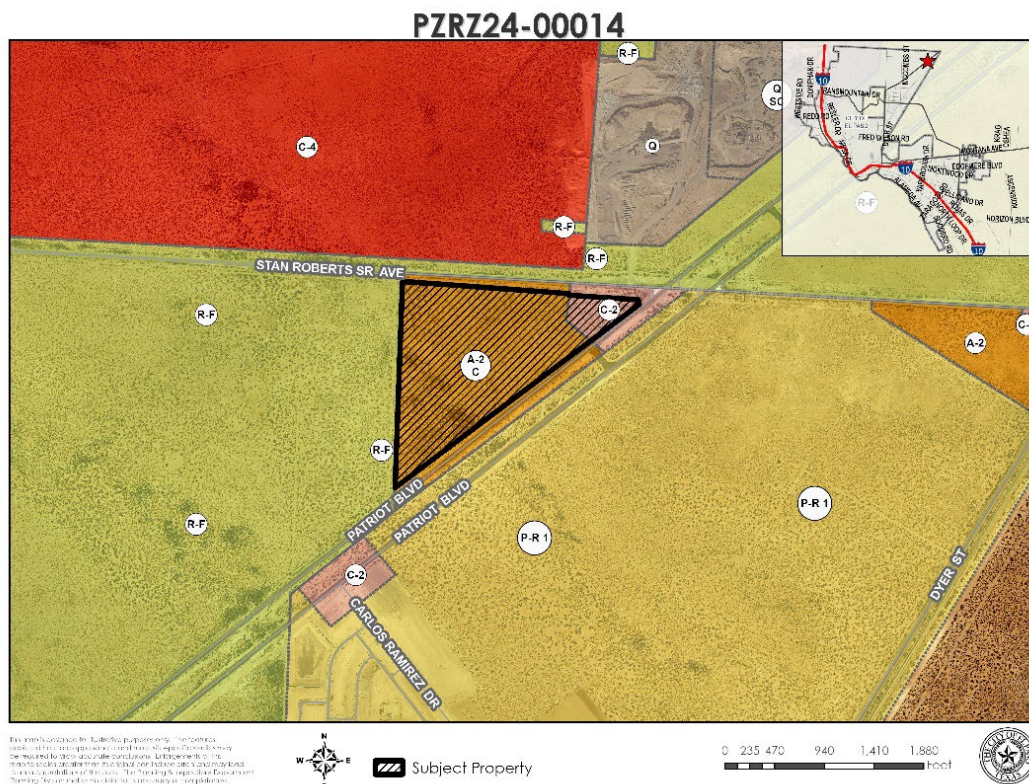


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-2/c (Apartment/condition) and C-2 (Commercial) to C-4 (Commercial) to allow for a proposed general warehouse development. The conceptual site plan shows three (3) proposed buildings with main access to the property provided from US-54 Patriot Freeway and Stan Roberts Sr. Avenue.

PREVIOUS CASE HISTORY: On October 9, 2007, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to A-2 (Apartment) for Parcel 7 with the following condition:

That parking, air conditioning units, trash containers, utility boxes, and service areas shall be located in the rear of the buildings and be screened from view by fencing or landscaping.

The applicable condition is being requested to be released by PZCR24-00004 - Condition Release Application.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed general warehouse and the C-4 (Commercial) district are compatible with the adjacent C-4 (Commercial) and Q (Quarry) zoning districts to the north consisting of a vacant lot and sand & gravel extraction use, P-R 1 (Planned Residential I) consisting of vacant lots to the south and east, and R-F (Ranch and Farm) zoning district consisting of a vacant lot to the east. The proposed use of general warehouse and proposed C-4 (Commercial) zoning district are compatible with the established character of area surrounding the subject property and along US-54 Patriot freeway. The nearest school is Colin Powell Elementary School, which is located 5.90 miles away, and the nearest park is Mesquite River Park, which is 2 miles from the subject property.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-4, Suburban (Walkable) Future Land Use designation of <i>Plan El Paso</i>. The proposed zoning is compatible with the future land use designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The proposed C-4 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-4 (Commercial), Q (Quarry), P-R 1 (Planned Residential I), and R-F (Ranch and Farm) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for</p>	<p>Yes. The subject property has access to US-54 Patriot Freeway and Stan Roberts Sr. Avenue which are designated as a freeway and major arterial, respectively, in the City's Major Thoroughfare Plan.</p>

proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	The classification of these roads is appropriate for the proposed development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The subject property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	None. The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition within the last 10 years in the surrounding area. The property located Stan Roberts Sr. Avenue to the north was rezoned from M-2 (Heavy Manufacturing) to C-4 (Commercial) in December 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. The property located Stan Roberts Sr. Avenue to the north was rezoned from M-2 (Heavy Manufacturing) to C-4 (Commercial) in December 2023.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders US-54 Patriot Freeway and Stan Roberts Sr. Avenue which are designated as a freeway and major arterial, respectively, under the City's Major Thoroughfare Plan (MTP). Access is proposed from US-54 Patriot Freeway and Stan Roberts Sr. Avenue. The classification of this road is appropriate for the proposed development. All appropriate infrastructure shall be installed at the time of development, which may include sidewalks, water and sewer extensions, stormwater drainage, and roadway improvements. There are no bus stops within walkable distance (0.25 mile) of the subject property, and the closest bus stop is 2.10 miles away on Copper Town Drive and Zavi Lane.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on October 10, 2024. As of October 17, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public.

RELATED APPLICATIONS: There is a condition release application (PZCR24-00004) running concurrently with the current rezoning application to release conditions.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

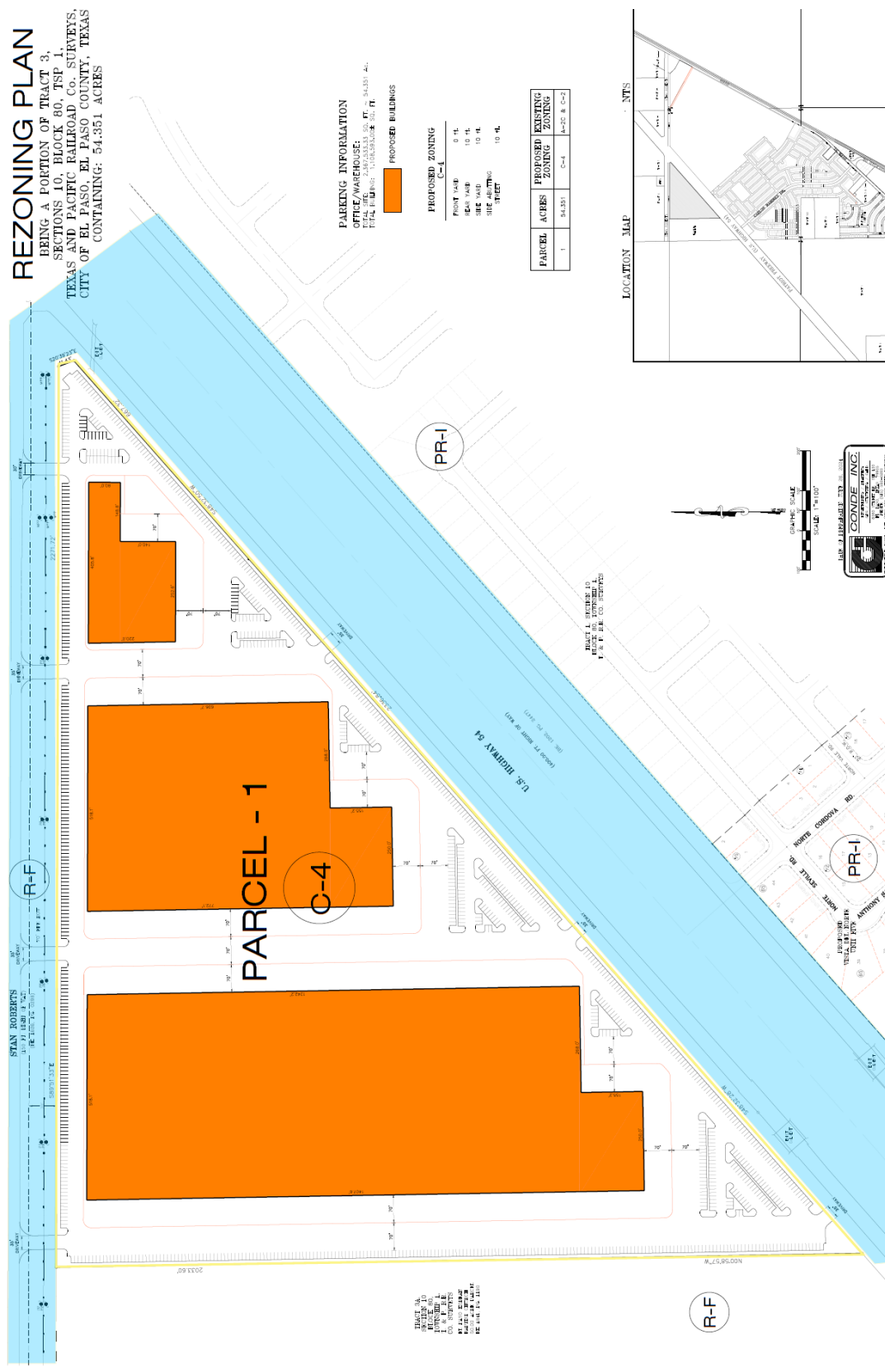
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 016754, dated October 9, 2007
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Doc# 20070099387

7A

ORDINANCE NO. 016754

CITY CLERK DEPT.

07 SEP 12 PM 3:29

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 2: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 3: A PORTION OF SECTIONS 10, 11 AND 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO P-R1 (PLANNED RESIDENTIAL DISTRICT 1);

PARCEL 4: A PORTION OF SECTION 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT);

PARCEL 5: A PORTION OF SECTIONS 2 AND 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 6: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL); AND,

PARCEL 7: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO CITY CODE.

Whereas, the Plan for El Paso provides for city wide land use goals and provides guidelines for commercial and office development which provides for a wide range of housing types to respond to the needs of all economic segments of the community; and,

Whereas, it is recommended, as a guideline, that residential zoning be a mixture of housing types and densities and the developer proposes such distribution; and,

Whereas, it is recommended, as a guideline, that interconnected networks of streets in residential zoning be designed to disperse and reduce the length of vehicle trips; and,

Doc #32131/Planning/ZON07-00003/Rezoning Application

1

ORDINANCE NO. 016754

Zoning Case No. ZON07-00003

Further, that the following property be subject to the conditions described which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and residents of this City:

Parcels 1, 2, 4, 5, 6, and 7: That parking, air conditioning units, trash containers, utility boxes, and service areas shall be located in the rear of buildings and be screened from view by fencing or landscaping; and,


Parcel 3: A 12' (twelve foot) wide landscape buffer to include a hike and bike trail be required along the proposed arterial running north and south.

PASSED AND APPROVED this 9th day of October, 2007.



ATTEST:

Richarda Duffy Momsen
City Clerk

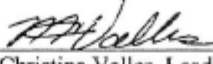
THE CITY OF EL PASO


John F. Cook
Mayor

APPROVED AS TO FORM:


Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:


Christina Valles, Lead Planner
Development Services Department

CITY CLERK DEPT.
07 SEP 12 PM 3:30

Doc #32131/Planning/ZON07-00003/Rezoning Application

3

ORDINANCE NO. 010754

Zoning Case No. ZON07-00003

Whereas, it is also recommended that buildings in commercial zoning be oriented to the street and developer plans will include such orientation.

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

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:

Parcel 1: *A portion of Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 2: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "B", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 3: *A portion of Sections 10, 11, and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "C", incorporated by reference, be changed from R-F (Ranch and Farm) to P-R1 (Planned Residential District 1);*

Parcel 4: *A portion of Section 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "D", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment);*

Parcel 5: *A portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "E", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 6: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "F", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial); and,*

Parcel 7: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "G", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment).*

Doc #32131/Planning/ZON07-00003/Reasoning Application

ORDINANCE NO. 018754

Zoning Case No. ZON07-00003

CITY CLERK DEPT.
29 SEP 12 PM 29

Being a portion of Section 15,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 1 C-4 Zoning)

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 15, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence South $14^{\circ}56'37''$ West a distance of 7145.40 feet to a point on the
northwesterly right of way line of Dyer Street for the "TRUE POINT OF BEGINNING".


Thence along said right of way line South $43^{\circ}16'32''$ West a distance of 897.17
feet to a point;

Thence leaving said right of way line North $46^{\circ}43'04''$ West a distance of 233.58
feet to a point;

Thence North $43^{\circ}16'32''$ East a distance of 897.15 feet to a point;

Thence South $46^{\circ}43'28''$ East a distance of 233.58 feet to "TRUE POINT OF
BEGINNING" and containing 4.811 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

66 JUN 20 2006
1200 X5370 A110

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 2 C-4 Zoning)

Exhibit "B"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence South 59°24'27" West a distance of 5101.62 feet to a point on the
southeasterly right of way line of U.S. Highway 54 for the "TRUE POINT OF
BEGINNING".

Thence leaving said right of way line South 41°27'32" East a distance of 267.00
feet to a point;

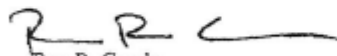
Thence South 48°32'28" West a distance of 786.05 feet to a point;

Thence South 41°58'24" West a distance of 98.59 feet to a point;

Thence North 41°27'32" West a distance of 278.28 feet to a point on the
southeasterly right of way line U.S. Highway No. 54;

Thence along said right of way North 48°32'28" East a distance of 884.00 feet to "TRUE
POINT OF BEGINNING" and containing 5.431 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68-0144 ES TR 10
12-15-06

Exhibit "C"

Description of a parcel of land being a portion of Sections 10, 11 and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Thence leaving said right of way line North $46^{\circ}43'28''$ West a distance of 233.58 feet to a point;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

592-02873 07 JUL 68
65-1040-09 CIVIL CLERK

Thence South $43^{\circ}16'32''$ West a distance of 897.15 feet to a point;

Thence South $46^{\circ}43'04''$ East a distance of 233.58 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South $43^{\circ}16'32''$ West a distance of 272.00 feet to a point;

Thence leaving said right of way line North $46^{\circ}43'04''$ West a distance of 802.69 feet to a point;

Thence South $43^{\circ}16'56''$ West a distance of 827.08 feet to a point;

Thence 82.36 feet along the arc of a curve to the right which has a radius of 528.82 feet a central angle of $08^{\circ}55'24''$ a chord which bears North $05^{\circ}18'37''$ West a distance of 82.28 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 400.34 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 70.00 feet to a point;

Thence 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears South $43^{\circ}56'26''$ West a distance of 28.28 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 135.00 feet to a point of curve;

Thence 541.92 feet along the arc of a curve to the right which has a radius of 345.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears North $46^{\circ}03'34''$ West a distance of 487.90 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 160.00 feet to a point;

Thence North $88^{\circ}56'26''$ East a distance of 880.00 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 1555.84 feet to a point;

Thence North $89^{\circ}58'14''$ West a distance of 1650.30 feet to a point;

Thence North $00^{\circ}58'52''$ West a distance of 1947.85 feet to a point on the southwesterly right of way line of U.S. Highway 54;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

65-0047 08-07-10
CITY CLERK DIST. 1

Being a portion of Section 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 4 A-2 Zoning)

Exhibit "D"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys South 89°51'33" East a distance of 108.84 feet to a point for the "TRUE POINT OF BEGINNING".

Thence continuing along said line South 89°51'33" East a distance of 1381.01 feet to a point;

Thence leaving said line South 43°56'40" East a distance of 272.83 feet to a point;

Thence South 61°34'41" East a distance of 399.99 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South 28°25'13" West a distance of 571.67 feet to a point;

Thence North 61°34'41" West a distance of 1876.18 feet to "TRUE POINT OF BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

R R C

Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

66-0114 66-0114
1-200 1-200 1-200

Being a portion of Sections 2 and 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas,
December 6, 2006
(Parcel 5 C-4 Zoning)

Exhibit "E"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys South $89^{\circ}51'33''$ East a distance of 1489.85 feet to a point for the "TRUE POINT OF BEGINNING".

Thence leaving said line North $28^{\circ}25'13''$ East a distance of 79.49 feet to a point on the southerly right of way line of Stan Roberts;

Thence along said right of way line South $89^{\circ}51'33''$ East a distance of 717.60 feet to a point;

Thence South $00^{\circ}08'27''$ West a distance of 59.20 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South $28^{\circ}25'13''$ West a distance of 450.00 feet to a point;

Thence leaving said line North $61^{\circ}34'41''$ West a distance of 399.99 feet to a point;

Thence North $43^{\circ}56'40''$ West a distance of 272.83 feet to "TRUE POINT OF BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

60-0114 02-700-10
1630 12.510 1.110

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 6 C-4 Zoning)

Exhibit "F"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys North 89°51'33" West a distance of 2109.31 feet to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF BEGINNING".

Thence South 20°39'23" East a distance of 41.43 feet to a point on the northwesterly right of way line of U.S. Highway No. 54;


Thence along said line South 48°32'50" West a distance of 667.32 feet to a point;

Thence leaving said right of way line North 41°27'32" West a distance of 301.28 feet to a point;

Thence North 00°58'57" West a distance of 256.48 feet to a point on the southerly right of way line of Sean Haggerty;

Thence along said right of way line South 89°51'33" East a distance of 689.42 feet to "TRUE POINT OF BEGINNING" and containing 4.685 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68-0117 22 NOV 10
1430 WEST 4110

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys.
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 7 C-4 Zoning)

Exhibit "G"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys North $89^{\circ}51'33''$ West a distance of 2798.72 feet to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF BEGINNING".

Thence leaving said line South $00^{\circ}58'57''$ East a distance of 256.48 feet to a point;

Thence South $41^{\circ}27'32''$ East a distance of 301.28 feet to a point on the northwesterly right of way line of U.S. Highway No. 54;

Thence along said right of way line South $48^{\circ}32'28''$ West a distance of 2336.84 feet to a point;

Thence leaving said right of way line North $00^{\circ}58'57''$ West a distance of 2033.60 feet to a point on the southerly right of way line of Sean Haggerty;

Thence along said right of way line South $89^{\circ}51'33''$ East a distance of 1582.30 feet to "TRUE POINT OF BEGINNING" and containing 49.666 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0233

66-0142 00 11-2003
FILED 11-20-2003

Thence along said right of way line North 48°32'28" East a distance of 224.00 feet to a point;

Thence leaving said right of way line South 41°27'32" East a distance of 278.28 feet to a point;

Thence North 41°58'24" East a distance of 98.59 feet to a point;

Thence North 48°32'28" East a distance of 786.05 feet to a point;

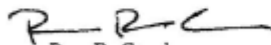
Thence North 41°27'32" West a distance of 267.00 feet to a point on the southwesterly right of way line of U.S. Highway 54;

Thence along said right of way line North 48°32'28" East a distance of 2750.74 feet to point;

Thence along said right of way line North 48°32'50" East a distance of 1176.28 feet to point on the line between sections 3 and 10, block 80, Township 1, Texas and Pacific Railway Surveys;

Thence along said line South 89°51'33" East a distance of 1448.41 feet to "TRUE POINT OF BEGINNING" and containing 670.024 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68-0147 68-117-10
1424 XUS70 1110

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITION** of the rezoning request. The proposed zoning district is compatible with commercial zone district in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-4, Suburban (Walkable) for the future land use designation. The recommended conditions are the following:

1. *That within twenty feet (20') from the property line abutting US-54, no parking or vehicular storage or display shall be allowed.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
2. Provide if there are any dedication or public improvement plans for the proportional share in the R.O.W. (US Highway 54 and Stan Robert).
3. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision, including calculations.
4. Provide a 5ft sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit.
5. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

Note: Comments will be addressed at the subdivision platting and building permit stage.

Fire Department

No comments received.

Environment Services

Environment Service Department does not object to this request.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

US 54 is a Texas Department of Transportation (TXDOT) right of way (ROW).

Streets and Maintenance Department

1. TIA is required. Scope meeting needs to be schedule to discuss parameters.
2. Construct at least 5 ft wide sidewalks adjacent to property
3. Construct ADA ramps where needed
4. Striping and signage improvements
5. 30 ft driveway at Stan Roberts shall be remove or relocate
6. Coordinate with TXDOT via driveway access on US 54 (Patriot Freeway)

Note: TIA is deferred to subdivision platting stage. Comments will be addressed at subdivision platting and building permitting stages.

Texas Department of Transportation (TxDOT)

Please have the requestor submit a layout with spacing between proposed driveways showing that TXDOT spacing requirements are met.

Note: Comments will be addressed at building permit stage.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees are assessed and collected after the El Paso Water receives an application for water and/or sanitary sewer services

There are no water/sewer mains in the vicinity of the subject property at this time. Water and sewer can be made available in the manner described below.

Water:

Currently a 24-inch water transmission main along Stan Roberts Sr. Avenue is under construction. Estimated time of completion is fall of 2025. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations. A small diameter main extension will be required to provide service.

Sanitary Sewer:

Currently a 21-inch sanitary sewer interceptor along Stan Roberts Sr. Avenue is under construction. Estimated time of completion is fall of 2025. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations. A small diameter main extension will be required to provide service.

General:

Water and sanitary sewer main extensions will be required to provide. Main extensions shall cover the frontage. Easements may be required. Main extension and easements acquisition costs are the responsibility of the Owner

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
- The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

El Paso County 911 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

El Paso Electric Company

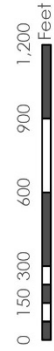
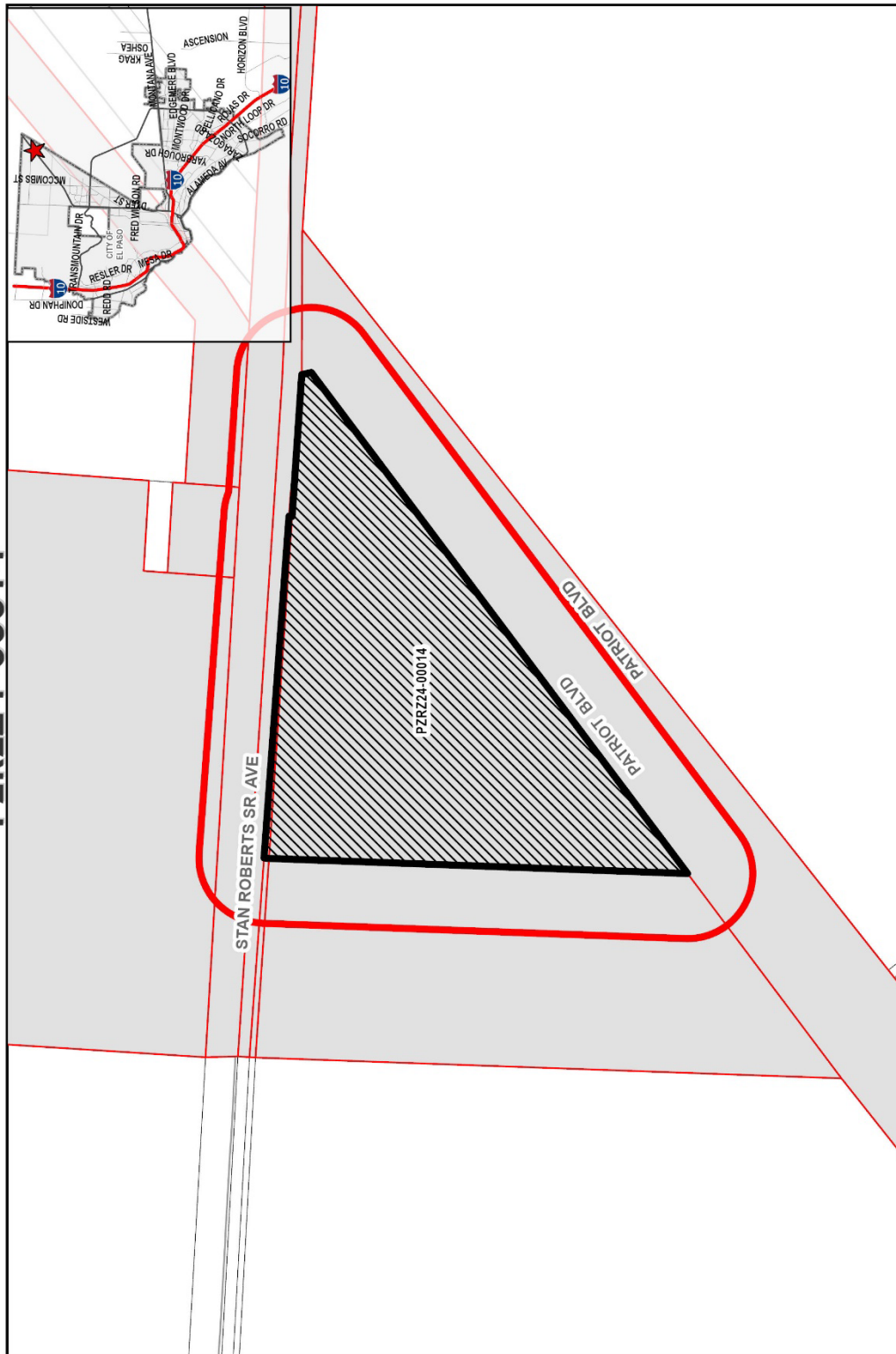
We have no comments for the rezoning for Stan Roberts Sr and Patriot Freeway. We have attached a copy of the ROW Guidelines for the developer, we have an existing transmission line along Stan Roberts Sr.


Texas Gas Service

No adverse comments.

ATTACHMENT 5

PZRZ24-00014





 Subject Property

 300 Feet Notice Area

 Notified Properties



This map is designed for illustrative purposes only. The features shown on this map are not intended to be used for legal purposes. The map may be required to draw accurate conclusions. Engagements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	<u>Douglas Schwartz</u>
Business Name	<u>Ranchos Real IV, Ltd.</u>
Agenda Item Type	<u>Rezoning</u>
Relevant Department	<u>Planning</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	Oscar Leeser	\$10,000.00
District 1	Brian Kennedy	\$2,500.00
District 2	Josh Acevedo	\$500.00
District 3		
District 4		
District 5	Isabel Salcido	\$3,500.00
District 6	Art Fierro	\$3,500.00
District 7		
District 8	Chris Canales	\$1,000.00

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 7-29-24



Legislation Text

File #: 24-1560, 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

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

Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance releasing a condition placed on property by Ordinance No. 016754 which changed the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad 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: Stan Roberts Sr. and US-54 Patriot Freeway

Applicant: Ranchos Real IV, LTD, PZCR24-00004

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance releasing a condition placed on property by Ordinance No. 016754 which changed the zoning of a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad 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: Stan Roberts Sr. and US-54 Patriot Freeway
Applicant: Ranchos Real IV, LTD, PZCR24-00004

BACKGROUND / DISCUSSION:

The applicant is requesting to release a condition imposed by Ordinance No. 016754, dated October 9, 2007 on the subject property. On October 24, 2024, City Plan Commission recommended 8-0 to approve the proposed condition release request. As of November 4, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE RELEASING A CONDITION PLACED ON PROPERTY BY ORDINANCE NO. 016754 WHICH CHANGED THE ZONING OF A PORTION OF TRACT 3, SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD 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 *A PORTION OF TRACT 3, SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, 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, was changed by Ordinance No. 016754 approved by City Council on OCTOBER 9, 2007; and,

WHEREAS, the rezoning was subject to certain zoning condition, and

WHEREAS, placement of such condition was 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 the condition because the condition has been satisfied or is current requirement of the City Code; and,

WHEREAS, a public hearing regarding removal of the condition was held before the City Plan Commission, and the Commission recommended approval of the release of the condition; and,

WHEREAS, the City Council of the City of El Paso has determined that the release of certain condition 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 the following zoning condition imposed by Ordinance No. 016754 approved by City Council on October 9, 2007, identified in Exhibit "B", on the portion of land identified in Exhibit "A" be released because the condition has been satisfied and is no longer necessary, or is current requirements of the City Code.

Condition as follows:

PARCELS 1, 2, 4, 5, 6 AND 7: THAT PARKING, AIR CONDITIONING UNITS, TRASH CONTAINERS, UTILITY BOXES, AND SERVICE AREAS SHALL BE LOCATED IN THE REAR OF THE BUILDINGS AND BE SCREENED FROM VIEW BY FENCING OR LANDSCAPING.

ORDINANCE NO. _____

HQ24-3844|Trans#594932|P&I

Stan Roberts Sr. and US54 Zoning Condition Release

RTA

PZCR24-00004

Page 1 of 2

ADOPTED this _____ day of _____, 2024.

THE CITY OF EL PASO

Oscar Leeser, Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing For Reference at a found 2" pipe in concrete for the common corner of Sections 3, 4, 9 and 10, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; from which a found 2" pipe in concrete for the common corner of Sections 9, 10, 15 and 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears South 00°58'52" East a distance of 5291.26 feet; Thence along said common line of Sections 3 and 10, South 89°51'33" East a distance of 898.14 feet to a found ½" rebar with cap marked TX 4297 on the easterly line of a parcel of land described in volume 4841, page 1190, Real property records of El Paso County, Texas for The "TRUE POINT OF BEGINNING";

Thence continuing along the line of sections 3 and 10 South 89°51'33" East a distance of 2271.72 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 20°39'23" East a distance of 41.43 feet to a found ½" rebar with cap marked TX 5152 on the northerly line of U.S. Highway No. 54;

Thence along said right of way line South 48°32'50" West a distance of 667.32 feet to a found ½" rebar with cap marked TX 5152;

Thence along said right of way line South 48°32'28" West a distance of 2336.84 feet to a found ½" rebar with cap marked TX 4297 on the easterly line of a parcel of land described in volume 4841, page 1190, Real property records of El Paso County, Texas

Thence along said line North 00°58'57" West a distance of 2033.60 feet to the "TRUE POINT OF BEGINNING" and containing 54.35 acres of land more or less.

NOTE: A Plat of even date accompanies this description.

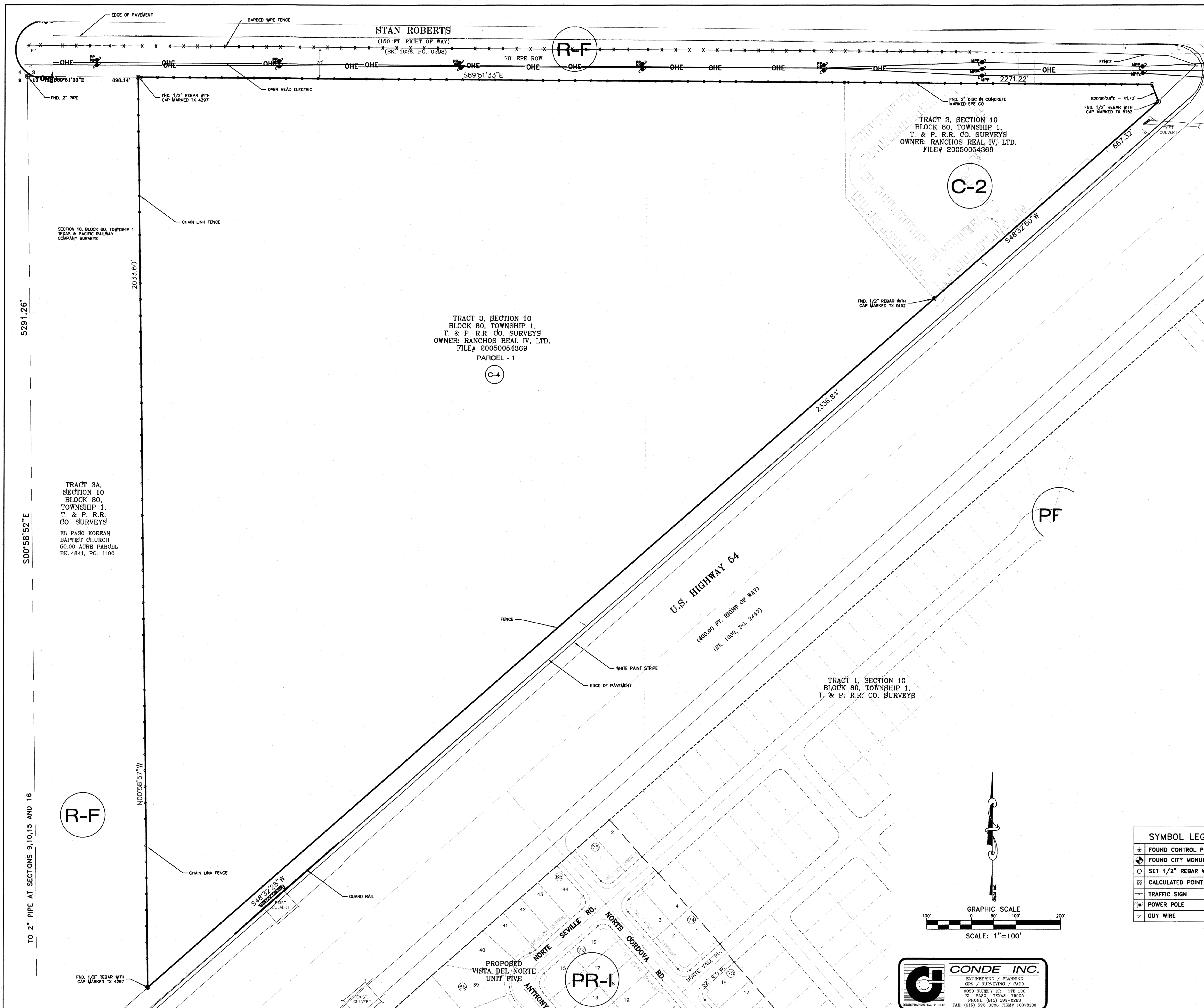

Ron R. Conde
R.P.L.S. No. 5152
Job# 624-04 R.C.










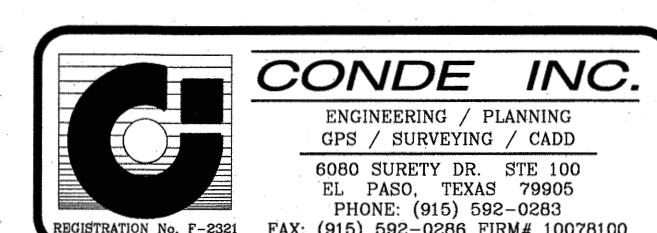
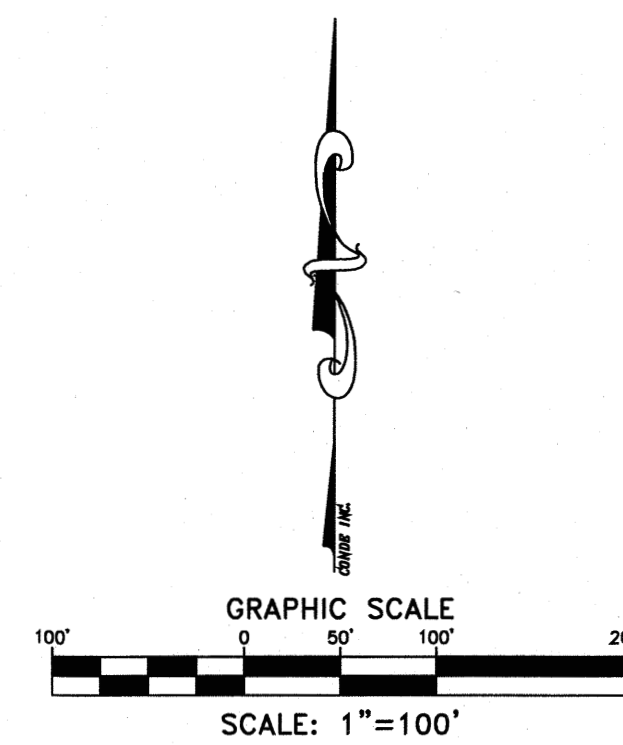
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FIRM# 10078100

BEING A PORTION OF TRACT 3,
SECTIONS 10, BLOCK 80, TSP 1,
TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 54.35 ACRES

BEING A PORTION OF TRACT 3,
SECTIONS 10, BLOCK 80, TSP 1,
TEXAS AND PACIFIC RAILROAD Co. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 54.35 ACRES




SYMBOL LEGEND	
	FOUND CONTROL POINT
	FOUND CITY MONUMENT
	SET 1/2" REBAR W/CAP 515
	CALCULATED POINT (NOT SET)
	TRAFFIC SIGN
	POWER POLE
	GUY WIRE



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE OF THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.



RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5352.

Doc# 20070093387

7A

ORDINANCE NO. 016754

CITY CLERK DEPT.

07 SEP 12 PM 3:29

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 2: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 3: A PORTION OF SECTIONS 10, 11 AND 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO P-R1 (PLANNED RESIDENTIAL DISTRICT 1);

PARCEL 4: A PORTION OF SECTION 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT);

PARCEL 5: A PORTION OF SECTIONS 2 AND 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 6: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL); AND,

PARCEL 7: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO CITY CODE.

Whereas, the Plan for El Paso provides for city wide land use goals and provides guidelines for commercial and office development which provides for a wide range of housing types to respond to the needs of all economic segments of the community; and,

Whereas, it is recommended, as a guideline, that residential zoning be a mixture of housing types and densities and the developer proposes such distribution; and,

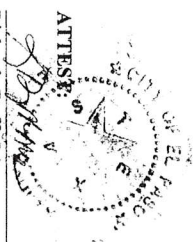
Whereas, it is recommended, as a guideline, that interconnected networks of streets in residential zoning be designed to disperse and reduce the length of vehicle trips; and,

Further, that the following property be subject to the conditions described which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and residents of this City:

Parcels 1, 2, 4, 5, 6, and 7: That parking, air conditioning units, trash containers, utility boxes, and service areas shall be located in the rear of buildings and be screened from view by fencing or landscaping; and,

Parcel 3: A 12' (twelve foot) wide landscape buffer to include a hike and bike trail be required along the proposed arterial running north and south.

PASSED AND APPROVED this 9th day of October, 2007.



THE CITY OF EL PASO
John F. Cook
Mayor

ATTEST:
Richarda Duffy Mommson
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Christina Valles, Lead Planner
Development Services Department

CITY CLERK DEPT.
07 SEP 12 PM 3:30

Doe #32131/Planning/ZON07-00003/Rezoning Application
ORDINANCE NO. 040754

Zoning Case No. ZON07-00003

Whereas, it is also recommended that buildings in commercial zoning be oriented to the street and developer plans will include such orientation.

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

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:

Parcel 1: *A portion of Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 2: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "B", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 3: *A portion of Sections 10, 11, and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "C", incorporated by reference, be changed from R-F (Ranch and Farm) to P-R1 (Planned Residential District 1);*

Parcel 4: *A portion of Section 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "D", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment);*

Parcel 5: *A portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "E", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 6: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "F", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial); and,*

Parcel 7: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "G", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment).*

Doc #2131/Planning/ZON07-40003/Resoning Application

ORDINANCE NO. 14855

Zoning Case No. ZON07-40003

CITY CLERK
17 SEP 12 PM 2:29
29

Being a portion of Section 15,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 1 C-4 Zoning)

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 15, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence South 14°56'37" West a distance of 7145.40 feet to a point on the
northwesterly right of way line of Dyer Street for the "TRUE POINT OF BEGINNING".

Thence along said right of way line South 43°16'32" West a distance of 897.17
feet to a point;

Thence leaving said right of way line North 46°43'04" West a distance of 233.58
feet to a point;

Thence North 43°16'32" East a distance of 897.15 feet to a point;

Thence South 46°43'28" East a distance of 233.58 feet to "TRUE POINT OF
BEGINNING" and containing 4.811 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152

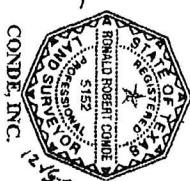
CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-3883

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1220 X5370 A.113



Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 2 C-4 Zoning)

Exhibit "B"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence South 59°24'27" West a distance of 5101.62 feet to a point on the
southeasterly right of way line of U.S. Highway 54 for the "TRUE POINT OF
BEGINNING".

Thence leaving said right of way line South 41°27'32" East a distance of 267.00
feet to a point;

Thence South 48°32'28" West a distance of 786.05 feet to a point;

Thence South 41°58'24" West a distance of 98.59 feet to a point;

Thence North 41°27'32" West a distance of 278.28 feet to a point on the
southeasterly right of way line U.S. Highway No. 54;

Thence along said right of way North 48°32'28" East a distance of 884.00 feet to "TRUE
POINT OF BEGINNING" and containing 5.431 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.

R R C
Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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Being a portion of Sections 10, 11 & 15,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 3 R-5 Zoning)

Exhibit "C"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 10, 11 and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

THE "TRUE POINT OF BEGINNING" being a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, Block 80, Township 1, Texas and Pacific Railway Surveys.

Thence South 89°51'33" East a distance of 108.84 feet to a point;

Thence South 61°34'41" East a distance of 1876.18 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South 28°25'13" West a distance of 5476.61 feet to a point of curve;

Thence 729.81 feet along the arc of a curve to the right which has a radius of 2814.82 feet a central angle of 1°45'11" a chord which bears South 35°50'53" West a distance of 727.76 feet to a point;

Thence along said right of way line South 43°16'32" West a distance of 277.62 feet to a point;

Thence leaving said right of way line North 46°43'28" West a distance of 490.58 feet to a point;

Thence South 43°16'32" West a distance of 280.00 feet to a point;

Thence South 46°43'28" East a distance of 490.58 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South 43°16'32" West a distance of 272.00 feet to a point;

Thence leaving said right of way line North 46°43'28" West a distance of 233.58 feet to a point;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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CITY OF EL PASO
JAN 13 2007

Thence South $43^{\circ}16'32''$ West a distance of 897.15 feet to a point;

Thence South $46^{\circ}43'04''$ East a distance of 233.58 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South $43^{\circ}16'32''$ West a distance of 272.00 feet to a point;

Thence leaving said right of way line North $46^{\circ}43'04''$ West a distance of 802.69 feet to a point;

Thence South $43^{\circ}16'56''$ West a distance of 827.08 feet to a point;

Thence 82.36 feet along the arc of a curve to the right which has a radius of 528.82 feet a central angle of $08^{\circ}55'24''$ a chord which bears North $05^{\circ}18'37''$ West a distance of 82.28 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 400.34 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 70.00 feet to a point;

Thence 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears South $43^{\circ}56'26''$ West a distance of 28.28 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 135.00 feet to a point of curve;

Thence 341.92 feet along the arc of a curve to the right which has a radius of 345.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears North $46^{\circ}03'34''$ West a distance of 487.90 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 160.00 feet to a point;

Thence North $88^{\circ}56'26''$ East a distance of 880.00 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 1555.84 feet to a point;

Thence North $89^{\circ}58'14''$ West a distance of 1650.30 feet to a point;

Thence North $00^{\circ}58'52''$ West a distance of 1947.85 feet to a point on the southwesterly right of way line of U.S. Highway 54;

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

39 AUG 30 2000
CITY CLERK
EL PASO, TEXAS

Being a portion of Section 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 4 A-2 Zoning)

Exhibit "D"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 11, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas
and Pacific Railway Company Surveys South 89°51'33" East a distance of 108.84 feet to
a point for the "TRUE POINT OF BEGINNING".

Thence continuing along said line South 89°51'33" East a distance of 1381.01
feet to a point.


Thence leaving said line South 43°56'40" East a distance of 272.83 feet to a
point.

Thence South 61°34'41" East a distance of 399.99 feet to a point on the
northwesterly right of way line of Dyer Street.

Thence along said right of way line South 28°25'13" West a distance of 571.67
feet to a point.

Thence North 61°34'41" West a distance of 1876.18 feet to "TRUE POINT OF
BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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EL PASO COUNTY CLERK

Being a portion of Sections 2 and 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 5 C-4 Zoning)

Exhibit "E"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys South 89°51'33" East a distance of 1489.85 feet to a point for the "TRUE POINT OF BEGINNING".

Thence leaving said line North 28°25'13" East a distance of 79.49 feet to a point on the southerly right of way line of Stan Roberts,

Thence along said right of way line South 89°51'33" East a distance of 717.60 feet to a point;

Thence South 00°08'27" West a distance of 59.20 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South 28°25'13" West a distance of 450.00 feet to a point;

Thence leaving said line North 61°34'41" West a distance of 399.99 feet to a point;

Thence North 43°56'40" West a distance of 272.83 feet to "TRUE POINT OF BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

Ron R. Conde
R.P.L.S. No. 5152



ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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1-800-455-5100 A LIO

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 6 C-4 Zoning)

Exhibit "F"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas
and Pacific Railway Company Surveys North 89°51'33" West a distance of 2109.31 feet
to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF
BEGINNING".

Thence South 20°39'23" East a distance of 41.43 feet to a point on the
northwestly right of way line of U.S. Highway No. 54,

Thence along said line South 48°32'50" West a distance of 667.32 feet to a point,

Thence leaving said right of way line North 41°27'32" West a distance of 301.28
feet to a point,

Thence North 00°58'57" West a distance of 256.48 feet to a point on the
southerly right of way line of Sean Haggerty;

Thence along said right of way line South 89°51'33" East a distance of 689.42 feet to
"TRUE POINT OF BEGINNING" and containing 4.685 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.

Ron R Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 7 C-4 Zoning)

Exhibit "G"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys North 89°51'33" West a distance of 2798.72 feet to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF BEGINNING".

Thence leaving said line South 00°58'57" East a distance of 256.48 feet to a point;

Thence South 41°27'32" East a distance of 301.28 feet to a point on the northwesterly right of way line of U.S. Highway No. 54;

Thence along said right of way line South 48°32'28" West a distance of 2336.84 feet to a point;

Thence leaving said right of way line North 00°58'57" West a distance of 2033.60 feet to a point on the southerly right of way line of Sean Haggerty;

Thence along said right of way line South 89°51'33" East a distance of 1582.30 feet to "TRUE POINT OF BEGINNING" and containing 49.666 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

R. R. Conde
Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

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1790 LEE TREVINO A.110

Thence along said right of way line North 48°32'28" East a distance of 224.00 feet to a point;

Thence leaving said right of way line South 41°27'32" East a distance of 278.28 feet to a point;

Thence North 41°58'24" East a distance of 98.59 feet to a point;

Thence North 48°32'28" East a distance of 786.05 feet to a point;

Thence North 41°27'32" West a distance of 267.00 feet to a point on the southwesterly right of way line of U.S. Highway 54;

Thence along said right of way line North 48°32'28" East a distance of 2750.74 feet to point;

Thence along said right of way line North 48°32'50" East a distance of 1176.28 feet to point on the line between sections 3 and 10, block 80, Township 1, Texas and Pacific Railway Surveys;

Thence along said line South 89°51'33" East a distance of 1448.41 feet to "TRUE POINT OF BEGINNING" and containing 670.024 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

R-2-C
Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

63-01-16-10
CITY OF EL PASO

Stan Roberts Sr. and US-54 Patriot Freeway

City Plan Commission — October 24, 2024



CASE NUMBER: PZCR24-00004
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Ranchos Real IV, LTD
REPRESENTATIVE: Conde, Inc.
LOCATION: South of Stan Roberts Sr. Ave. and Northwest of US-54 Patriot Freeway (District 4)
PROPERTY AREA: 49.66 acres
REQUEST: Release conditions imposed by Ordinance No. 016754
RELATED APPLICATIONS: PZR24-00014 – Rezoning Application
PUBLIC INPUT: None received as of October 17, 2024

SUMMARY OF REQUEST: The applicant is requesting to release the conditions imposed by Ordinance No. 016754, dated October 9, 2007 on the subject property.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the condition release request. This recommendation would allow for future development of the property consistent with the intent of the policies of G-4, Suburban (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

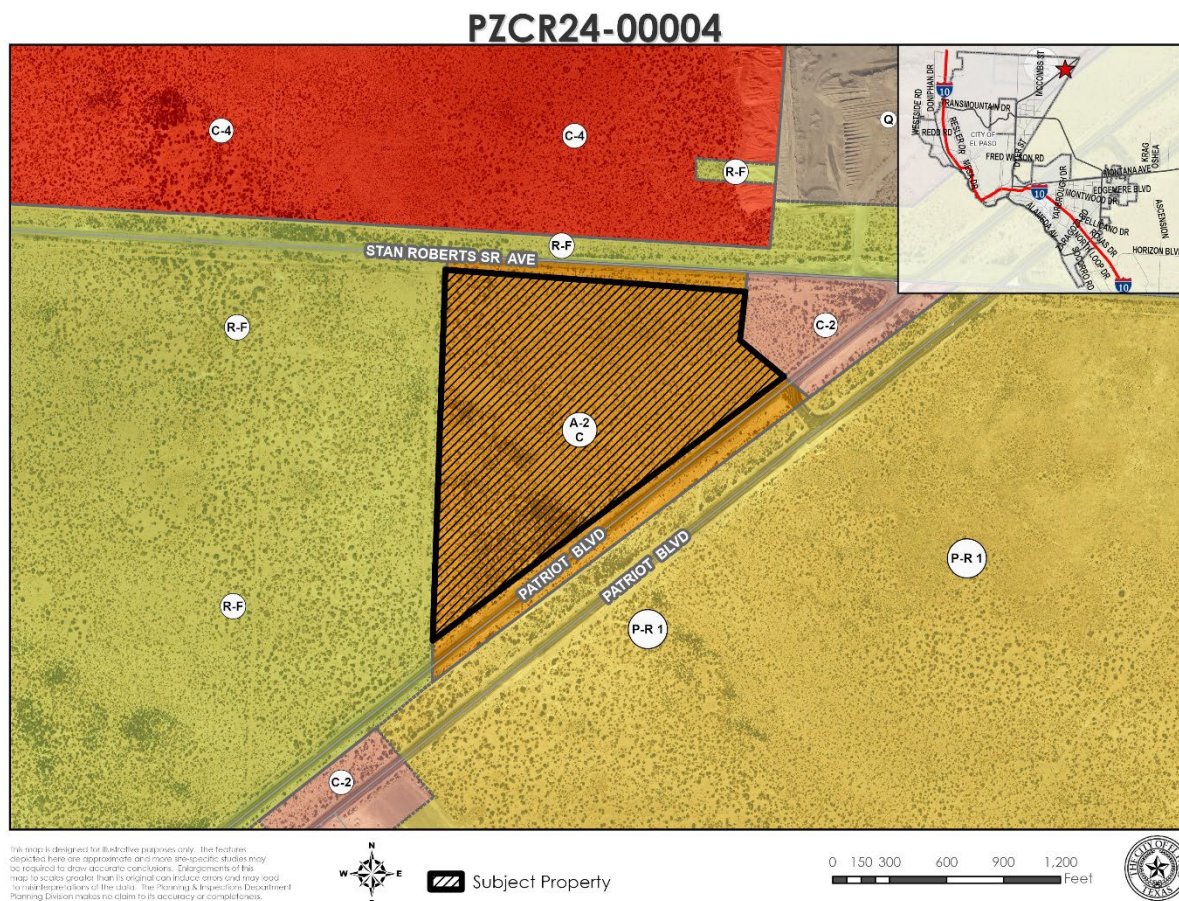


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to release the conditions imposed by Ordinance No. 16754, dated October 9, 2007 to allow for a proposed development of general warehouses. The conceptual site plan shows three (3) proposed buildings with main access to the property provided from US-54 Patriot Freeway and Stan Roberts Sr. Avenue.

PREVIOUS CASE HISTORY: On October 9, 2007, City Council approved of the rezoning of the subject property from R-F (Ranch and Farm) to A-2 (Apartment) for Parcel 7 with the following conditions imposed by Ordinance No. 16754:

That parking, air conditioning units, trash containers, utility boxes, and service areas shall be located in the rear of the buildings and be screened from view by fencing or landscaping.

Note: The applicant is requesting the release condition because the condition is no longer necessary, not applicable, or is current requirements of the City Code.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed general warehouse and the C-4 (Commercial) district are compatible with the adjacent C-4 (Commercial) and Q (Quarry) zoning districts to the north consisting of a vacant lot and sand & gravel extraction use, P-R 1 (Planned Residential I) consisting of vacant lots to the south and east, and R-F (Ranch and Farm) zoning district consisting of a vacant lot to the east. The proposed use of general warehouse and proposed C-4 (Commercial) zoning district are compatible with the established character of area surrounding the subject property and along US-54 Patriot freeway. The nearest school is Colin Powell Elementary School, which is located 5.90 miles away, and the nearest park is Mesquite River Park, which is 2 miles from the subject property.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed condition release is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into general warehouses, which is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>C-4 (Commercial) District:</u> The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The proposed C-4 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-4 (Commercial), Q (Quarry), P-R 1 (Planned Residential I), and R-F (Ranch and Farm) zoning districts in the surrounding area.</p>

Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning and condition release is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. The subject property has access to US-54 Patriot Freeway and Stan Roberts Sr. Avenue which are designated as a freeway and major arterial, respectively, in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The subject property is not located within any historic districts nor any other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested condition release.	No. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition within the last 10 years in the surrounding area. The property located Stan Roberts Sr. Avenue to the north was rezoned from M-2 (Heavy Manufacturing) to C-4 (Commercial) in December 2023.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. The property located on Stan Roberts Sr. Avenue to the north was rezoned from M-2 (Heavy Manufacturing) to C-4 (Commercial) in December 2023.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders US-54 Patriot Freeway and Stan Roberts Sr. Avenue which are designated as a freeway and major arterial, respectively, under the City's Major Thoroughfare Plan (MTP). Access is proposed from US-54 Patriot Freeway and Stan Roberts Sr. Avenue. The classification of this road is appropriate for the proposed development. All appropriate infrastructure shall be installed in conjunction with surrounding developments, which will include sidewalks, water and sewer extensions, stormwater drainage, and roadway improvements. There are no bus stops within walkable distance (0.25 mile) of the subject property, and the closest bus stop is 2.10 miles away on Copper Town Drive and Zavi Lane.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on October 10, 2024. As of October 17, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public.

RELATED APPLICATIONS: Rezoning application PZR224-000014 is running concurrently with this application. The rezoning application request is to rezone from A-2/c (Apartment/conditions) and C-2 (Commercial) to C-4 (Commercial) to allow for a proposed general warehouse development.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

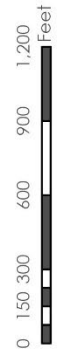
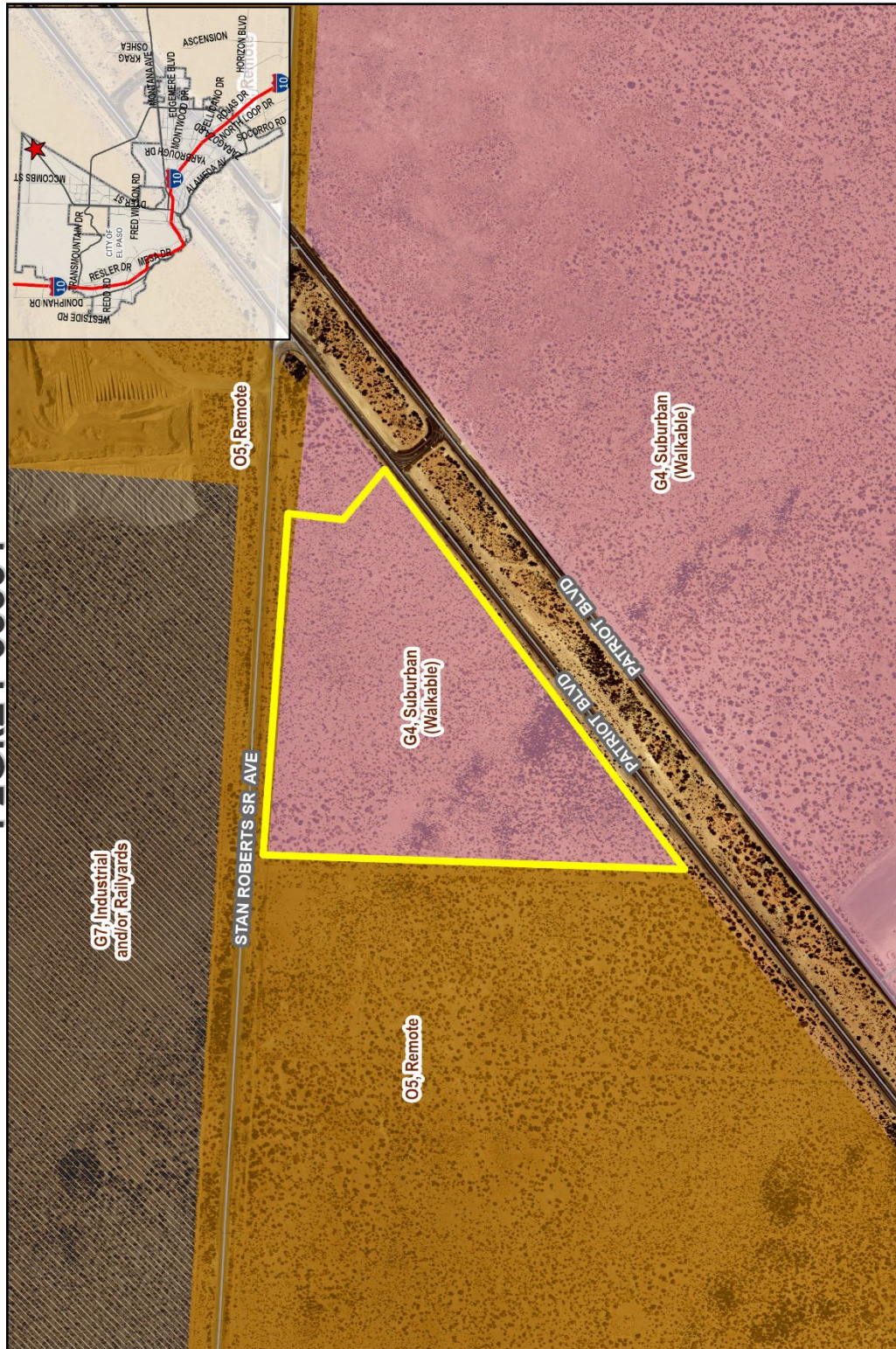
1. **Recommend Approval** of the condition release request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the condition release request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the condition release request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.


ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Ordinance No. 016754, dated October 9, 2007
4. Department Comments
5. Neighborhood Notification Boundary Map

ATTACHMENT 1

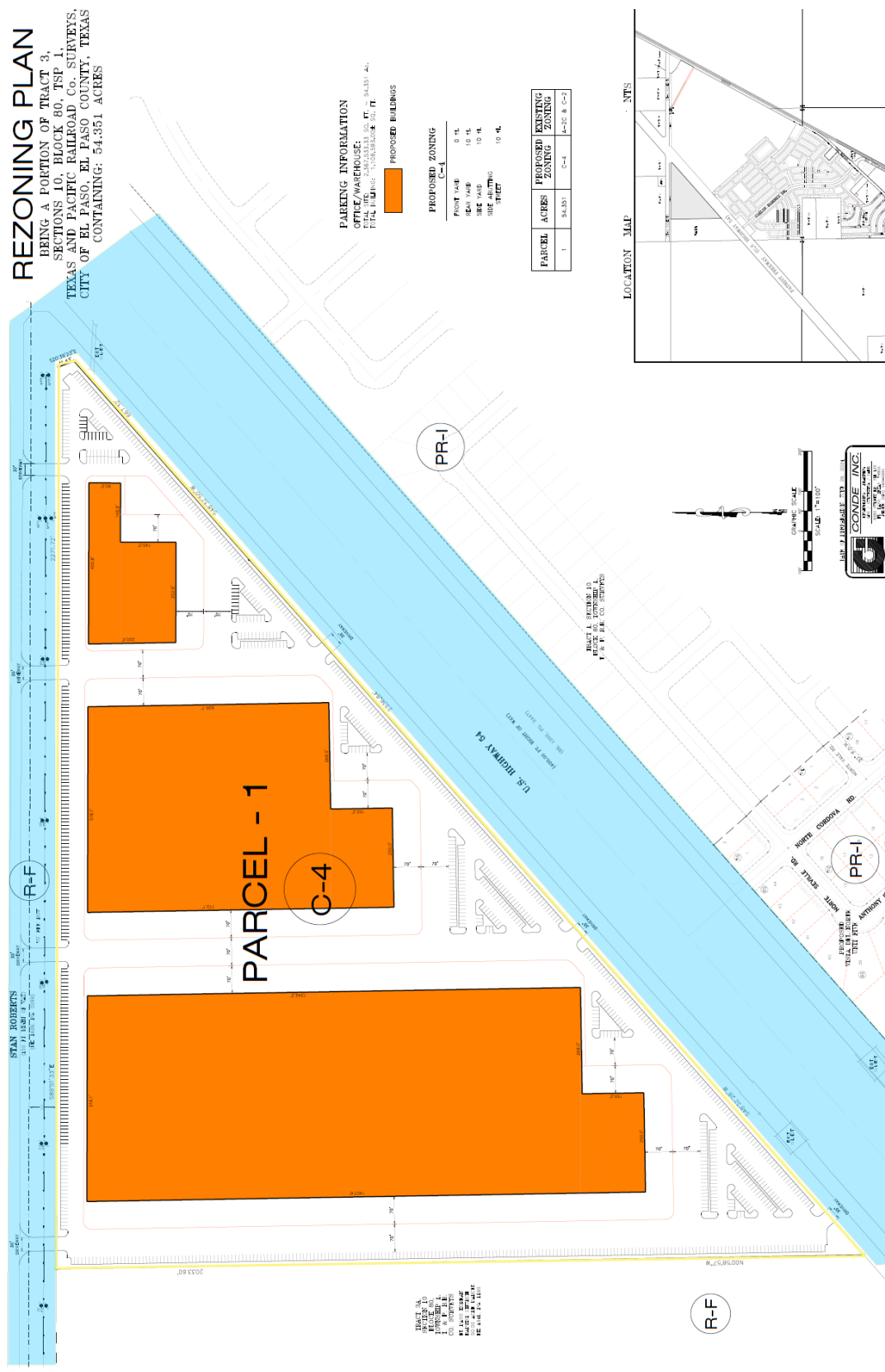
PZCR24-00004



 Subject Property

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to confirm the accuracy of the map. The Planning & Inspections Department makes no claim to its accuracy or completeness.

ATTACHMENT 2



ATTACHMENT 3

Doc# 20070099387

7A

ORDINANCE NO. 016754

CITY CLERK DEPT.

07 SEP 12 PM 3:29

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 2: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 3: A PORTION OF SECTIONS 10, 11 AND 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO P-R1 (PLANNED RESIDENTIAL DISTRICT 1);

PARCEL 4: A PORTION OF SECTION 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT);

PARCEL 5: A PORTION OF SECTIONS 2 AND 11, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL);

PARCEL 6: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL); AND,

PARCEL 7: A PORTION OF SECTION 10, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO A-2 (APARTMENT) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.68 OF THE EL PASO CITY CODE.

Whereas, the Plan for El Paso provides for city wide land use goals and provides guidelines for commercial and office development which provides for a wide range of housing types to respond to the needs of all economic segments of the community; and,

Whereas, it is recommended, as a guideline, that residential zoning be a mixture of housing types and densities and the developer proposes such distribution; and,

Whereas, it is recommended, as a guideline, that interconnected networks of streets in residential zoning be designed to disperse and reduce the length of vehicle trips; and,

Doc #32131/Planning/ZON07-00003/Rezoning Application

1

ORDINANCE NO. 016754

Zoning Case No. ZON07-00003

Further, that the following property be subject to the conditions described which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and residents of this City:

Parcels 1, 2, 4, 5, 6, and 7: That parking, air conditioning units, trash containers, utility boxes, and service areas shall be located in the rear of buildings and be screened from view by fencing or landscaping; and,

Parcel 3: A 12' (twelve foot) wide landscape buffer to include a hike and bike trail be required along the proposed arterial running north and south.

PASSED AND APPROVED this 9th day of October, 2007.



ATTEST:

Richarda Duffy Momsen
City Clerk

THE CITY OF EL PASO

John F. Cook
Mayor

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Christina Valles
Christina Valles, Lead Planner
Development Services Department

CITY CLERK DEPT.
07 SEP 12 PM 3:30

Doc #32131/Planning/ZON07-00003/Rezoning Application

3

ORDINANCE NO. 010754

Zoning Case No. ZON07-00003

Whereas, it is also recommended that buildings in commercial zoning be oriented to the street and developer plans will include such orientation.

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

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:

Parcel 1: *A portion of Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 2: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "B", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 3: *A portion of Sections 10, 11, and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "C", incorporated by reference, be changed from R-F (Ranch and Farm) to P-R1 (Planned Residential District 1);*

Parcel 4: *A portion of Section 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "D", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment);*

Parcel 5: *A portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "E", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial);*

Parcel 6: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "F", incorporated by reference, be changed from R-F (Ranch and Farm) to C-2 (Commercial); and,*

Parcel 7: *A portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas, and as more particularly described by metes and bounds on the attached Exhibit "G", incorporated by reference, be changed from R-F (Ranch and Farm) to A-2 (Apartment).*

Doc #32131/Planning/ZON07-00003/Reasoning Application

ORDINANCE NO. 018754

Zoning Case No. ZON07-00003

CITY CLERK DEPT.
29 SEP 12 PM 29

Being a portion of Section 15,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 1 C-4 Zoning)

Exhibit "A"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence South $14^{\circ}56'37''$ West a distance of 7145.40 feet to a point on the northwesterly right of way line of Dyer Street for the "TRUE POINT OF BEGINNING".


Thence along said right of way line South $43^{\circ}16'32''$ West a distance of 897.17 feet to a point;

Thence leaving said right of way line North $46^{\circ}43'04''$ West a distance of 233.58 feet to a point;

Thence North $43^{\circ}16'32''$ East a distance of 897.15 feet to a point;

Thence South $46^{\circ}43'28''$ East a distance of 233.58 feet to "TRUE POINT OF BEGINNING" and containing 4.811 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

66 JUN 17 2008
1220 X5370 A110

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 2 C-4 Zoning)

Exhibit "B"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence South 59°24'27" West a distance of 5101.62 feet to a point on the
southeasterly right of way line of U.S. Highway 54 for the "TRUE POINT OF
BEGINNING".

Thence leaving said right of way line South 41°27'32" East a distance of 267.00
feet to a point;

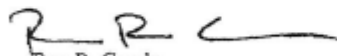
Thence South 48°32'28" West a distance of 786.05 feet to a point;

Thence South 41°58'24" West a distance of 98.59 feet to a point;

Thence North 41°27'32" West a distance of 278.28 feet to a point on the
southeasterly right of way line U.S. Highway No. 54;

Thence along said right of way North 48°32'28" East a distance of 884.00 feet to "TRUE
POINT OF BEGINNING" and containing 5.431 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68 JUN 28 10 10
1110 1110 1110

Exhibit "C"

Description of a parcel of land being a portion of Sections 10, 11 and 15, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Thence leaving said right of way line North $46^{\circ}43'28''$ West a distance of 233.58 feet to a point;

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592-02873 07 JUL 68
65-1040-09 CIVIL CLERK

Thence South $43^{\circ}16'32''$ West a distance of 897.15 feet to a point;

Thence South $46^{\circ}43'04''$ East a distance of 233.58 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South $43^{\circ}16'32''$ West a distance of 272.00 feet to a point;

Thence leaving said right of way line North $46^{\circ}43'04''$ West a distance of 802.69 feet to a point;

Thence South $43^{\circ}16'56''$ West a distance of 827.08 feet to a point;

Thence 82.36 feet along the arc of a curve to the right which has a radius of 528.82 feet a central angle of $08^{\circ}55'24''$ a chord which bears North $05^{\circ}18'37''$ West a distance of 82.28 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 400.34 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 70.00 feet to a point;

Thence 31.42 feet along the arc of a curve to the right which has a radius of 20.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears South $43^{\circ}56'26''$ West a distance of 28.28 feet to a point;

Thence South $88^{\circ}56'26''$ West a distance of 135.00 feet to a point of curve;

Thence 541.92 feet along the arc of a curve to the right which has a radius of 345.00 feet a central angle of $90^{\circ}00'00''$ a chord which bears North $46^{\circ}03'34''$ West a distance of 487.90 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 160.00 feet to a point;

Thence North $88^{\circ}56'26''$ East a distance of 880.00 feet to a point;

Thence North $01^{\circ}03'34''$ West a distance of 1555.84 feet to a point;

Thence North $89^{\circ}58'14''$ West a distance of 1650.30 feet to a point;

Thence North $00^{\circ}58'52''$ West a distance of 1947.85 feet to a point on the southwesterly right of way line of U.S. Highway 54;

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65-0047 08-07-10
CITY CLERK DIST.
11-13-10

Being a portion of Section 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 4 A-2 Zoning)

Exhibit "D"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys South 89°51'33" East a distance of 108.84 feet to a point for the "TRUE POINT OF BEGINNING".

Thence continuing along said line South 89°51'33" East a distance of 1381.01 feet to a point;

Thence leaving said line South 43°56'40" East a distance of 272.83 feet to a point;

Thence South 61°34'41" East a distance of 399.99 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South 28°25'13" West a distance of 571.67 feet to a point;

Thence North 61°34'41" West a distance of 1876.18 feet to "TRUE POINT OF BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.

R R C

Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

66-DIM 88 700 10
1-200 X8870 A110

Being a portion of Sections 2 and 11,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas,
December 6, 2006
(Parcel 5 C-4 Zoning)

Exhibit "E"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Sections 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 2 and 11, Block 80, Township 1, Texas and Pacific Railway Company Surveys South $89^{\circ}51'33''$ East a distance of 1489.85 feet to a point for the "TRUE POINT OF BEGINNING".

Thence leaving said line North $28^{\circ}25'13''$ East a distance of 79.49 feet to a point on the southerly right of way line of Stan Roberts;

Thence along said right of way line South $89^{\circ}51'33''$ East a distance of 717.60 feet to a point;

Thence South $00^{\circ}08'27''$ West a distance of 59.20 feet to a point on the northwesterly right of way line of Dyer Street;

Thence along said right of way line South $28^{\circ}25'13''$ West a distance of 450.00 feet to a point;

Thence leaving said line North $61^{\circ}34'41''$ West a distance of 399.99 feet to a point;

Thence North $43^{\circ}56'40''$ West a distance of 272.83 feet to "TRUE POINT OF BEGINNING" and containing 4.878 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

60-011111 02-11-10
1630 11-10-10

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 6 C-4 Zoning)

Exhibit "F"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1,
Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas,
and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3,
10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas
and Pacific Railway Company Surveys North 89°51'33" West a distance of 2109.31 feet
to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF
BEGINNING".

Thence South 20°39'23" East a distance of 41.43 feet to a point on the
northwesterly right of way line of U.S. Highway No. 54;


Thence along said line South 48°32'50" West a distance of 667.32 feet to a point;

Thence leaving said right of way line North 41°27'32" West a distance of 301.28
feet to a point;

Thence North 00°58'57" West a distance of 256.48 feet to a point on the
southerly right of way line of Sean Haggerty;

Thence along said right of way line South 89°51'33" East a distance of 689.42 feet to
"TRUE POINT OF BEGINNING" and containing 4.685 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by
GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68-0117 22 NOV 10
1430 WEST 4110

Being a portion of Section 10,
Block 80, Township 1, Texas and
Pacific Railway Company Surveys,
City of El Paso, El Paso County, Texas
December 6, 2006
(Parcel 7 C-4 Zoning)

Exhibit "G"

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Section 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" iron pipe in concrete found for the common corner of Sections 2, 3, 10 and 11, thence along the line between section 3 and 10, Block 80, Township 1, Texas and Pacific Railway Company Surveys North 89°51'33" West a distance of 2798.72 feet to a point on the southerly right of way line of Sean Haggerty for the "TRUE POINT OF BEGINNING".

Thence leaving said line South 00°58'57" East a distance of 256.48 feet to a point;

Thence South 41°27'32" East a distance of 301.28 feet to a point on the northwesterly right of way line of U.S. Highway No. 54;

Thence along said right of way line South 48°32'28" West a distance of 2336.84 feet to a point;

Thence leaving said right of way line North 00°58'57" West a distance of 2033.60 feet to a point on the southerly right of way line of Sean Haggerty;

Thence along said right of way line South 89°51'33" East a distance of 1582.30 feet to "TRUE POINT OF BEGINNING" and containing 49.666 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.

ENGINEERING / LAND SURVEYING / PLANNING

1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0233

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1582.30E 89:51:33W

Thence along said right of way line North 48°32'28" East a distance of 224.00 feet to a point;

Thence leaving said right of way line South 41°27'32" East a distance of 278.28 feet to a point;

Thence North 41°58'24" East a distance of 98.59 feet to a point;

Thence North 48°32'28" East a distance of 786.05 feet to a point;

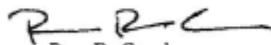
Thence North 41°27'32" West a distance of 267.00 feet to a point on the southwesterly right of way line of U.S. Highway 54;

Thence along said right of way line North 48°32'28" East a distance of 2750.74 feet to point;

Thence along said right of way line North 48°32'50" East a distance of 1176.28 feet to point on the line between sections 3 and 10, block 80, Township 1, Texas and Pacific Railway Surveys;

Thence along said line South 89°51'33" East a distance of 1448.41 feet to "TRUE POINT OF BEGINNING" and containing 670.024 acres of land more or less.

Bearing basis is true north for a Transverse Mercator Surface Projection as determined by GPS methods centered near this site.


Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

68-0147 68 TWP 10
1424 N3130 1110

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the condition release request. This recommendation would allow for future development of the property consistent with the intent of the policies of G-4, Suburban (Walkable) future land use designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
2. Provide if there are any dedication or public improvement plans for the proportional share in the R.O.W. (US Highway 54 and Stan Robert).
3. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision, including calculations.
4. Provide a 5ft sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit.
5. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.

Note: Comments will be addressed at the subdivision platting stage.

Fire Department

No comments received.

Environment Services

Environment Service Department does not object to this request.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

US 54 is a Texas Department of Transportation (TXDOT) right of way (ROW).

Streets and Maintenance Department

On PZCR24-00004 – Condition release

- No objections

Texas Department of Transportation (TxDOT)

Please have the requestor submit a layout with spacing between proposed driveways showing that TXDOT spacing requirements are met.

Note: Comments will be addressed at the subdivision platting and permitting stage.

Sun Metro

No comments received.

El Paso Water

EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees are assessed and collected after the El Paso Water receives an application for water and/or sanitary sewer services

There are no water/sewer mains in the vicinity of the subject property at this time. Water and sewer can be made available in the manner described below.

Water:

Currently a 24-inch water transmission main along Stan Roberts Sr. Avenue is under construction. Estimated time of completion is fall of 2025. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations. A small diameter main extension will be required to provide service.

Sanitary Sewer:

Currently a 21-inch sanitary sewer interceptor along Stan Roberts Sr. Avenue is under construction. Estimated time of completion is fall of 2025. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations. A small diameter main extension will be required to provide service.

General:

Water and sanitary sewer main extensions will be required to provide. Main extensions shall cover the frontage. Easements may be required. Main extension and easements acquisition costs are the responsibility of the Owner

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
- The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

El Paso County 911 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

The item is not within the boundaries of EPCWID1.

El Paso Electric Company

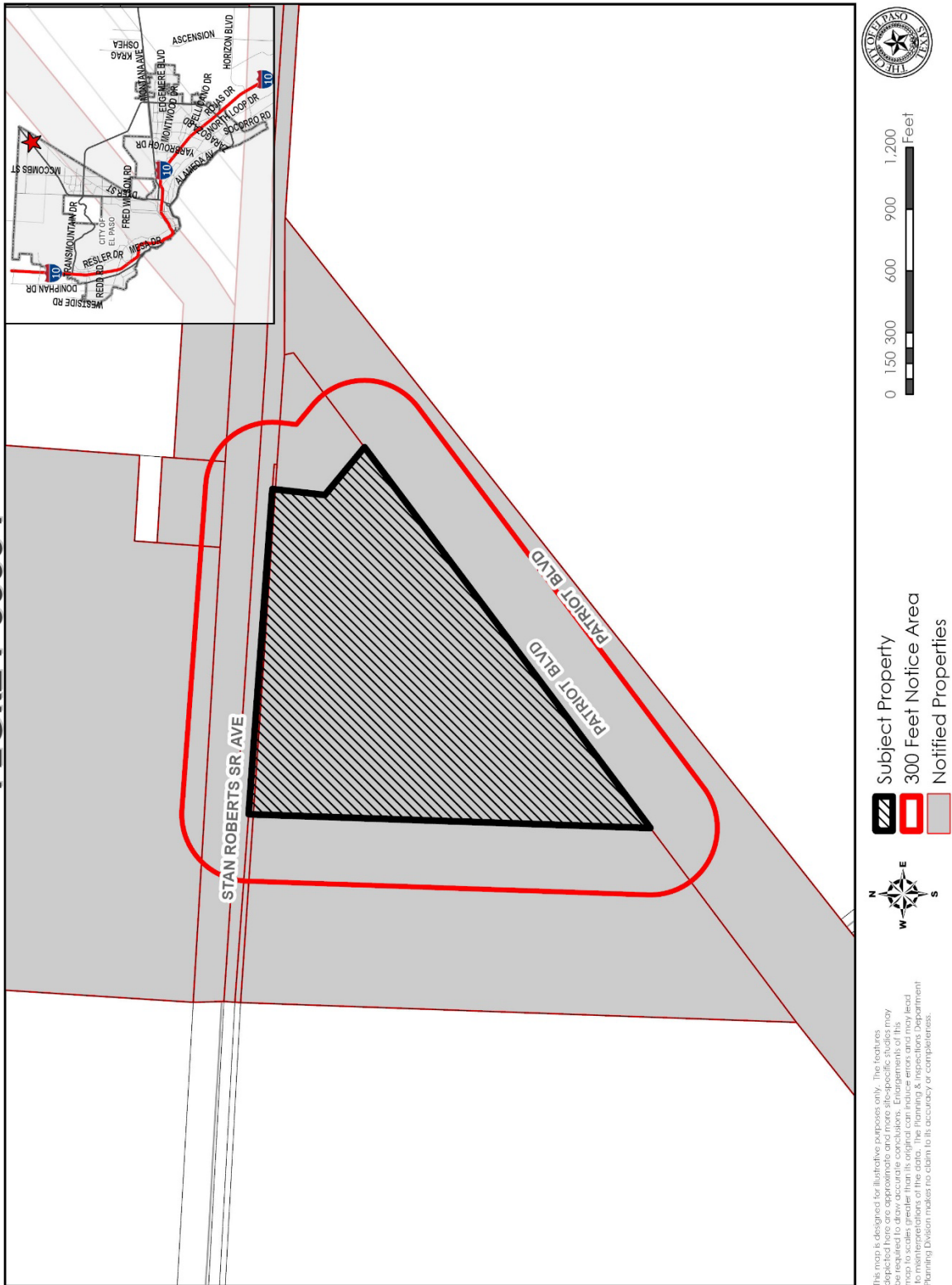
We have no comments for the rezoning for Stan Roberts Sr and Patriot Freeway. We have attached a copy of the ROW Guidelines for the developer, we have an existing transmission line along Stan Roberts Sr.

Texas Gas Service

No adverse comments.

ATTACHMENT 5

PZCR24-00004



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	<u>Douglas Schwartz</u>
Business Name	<u>Ranchos Real IV, Ltd.</u>
Agenda Item Type	<u>Rezoning</u>
Relevant Department	<u>Planning</u>

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☐ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☒ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor	Oscar Leeser	\$10,000.00
District 1	Brian Kennedy	\$2,500.00
District 2	Josh Acevedo	\$500.00
District 3		
District 4		
District 5	Isabel Salcido	\$3,500.00
District 6	Art Fierro	\$3,500.00
District 7		
District 8	Chris Canales	\$1,000.00

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 7-29-24



Legislation Text

File #: 24-1562, 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

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Lot 11, Block 5, North Loop Gardens No. 1, 7705 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7705 North Loop Drive

Applicant: Ruben and Martha Perez, PZRZ23-00042

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jose Beltran, (915) 212-1607

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Lot 11, Block 5, North Loop Gardens No. 1, 7705 North Loop Drive, City of El Paso, El Paso County, Texas from A-2 (Apartment) to C-4 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 7705 North Loop Drive
Applicant: Ruben and Martha Perez, PZRZ23-00042

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from A-2 (Apartment) to C-4 (Commercial) to allow for apartments. City Plan Commission recommended 7-0 to approve the proposed rezoning request with conditions on August 8, 2024. As of November 5, 2024, the Planning Division has received two (2) letters via email in opposition to the rezoning request. See attached staff report for additional information.

The Disclosure of Campaign Contributions and Donations Form was provided to the applicant for the opportunity to disclose contributions and donations.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 11, BLOCK 5, NORTH LOOP GARDENS NO. 1, 7705 NORTH LOOP DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2 (APARTMENT) TO C-4 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Lot 11, Block 5, North Loop Gardens No. 1, 7705 North Loop Drive, 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 **A-2 (Apartment)** 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.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

- 1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
- 2. That automobile uses and contractor's yard uses be prohibited on the subject property.*

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 _____, **2024**.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser, Mayor

Laura D. Prine
City Clerk

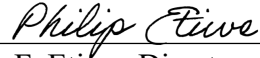
(Additional signatures next page)

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

A portion of Lot 11, Block 5,
North Loop Gardens No. 1,
City of El Paso, El Paso County, Texas
March 12, 2024

METES AND BOUNDS DESCRIPTION

7705 North Loop Drive
Zone: A-2
Exhibit "A"

FIELD NOTE DESCRIPTION a portion of Lot 11, Block 5, North Loop Gardens No. 1, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found iron rod located at the north boundary corner of Lots 9, 10 and 11, Block 5, North Loop Gardens No. 1, same being 'p the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said common boundary corner and along the common boundary line of Lots 9 and 11, South $35^{\circ}12'00''$ East, a distance of 70.00 feet to a found iron rod for corner at the common boundary corner of Lots 9, 11 and 12;

THENCE, leaving said common boundary corner and along the common boundary line of Lots 11 and 12, South $54^{\circ}48'00''$ West, a distance of 113.28 feet to a point for corner;

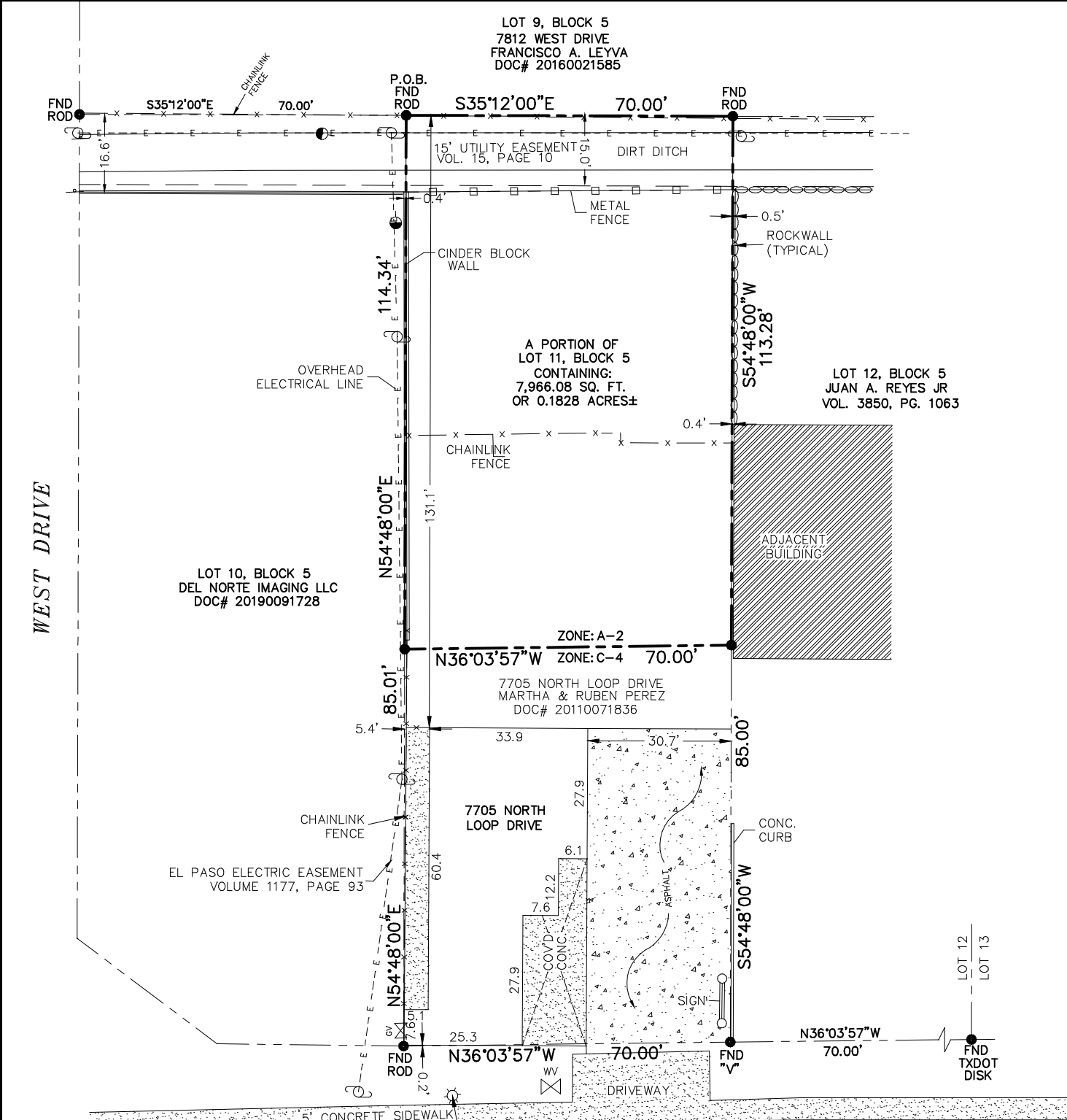
THENCE, leaving said common boundary line of Lots 11 and 12, North $36^{\circ}03'57''$ West, a distance of 70.00 feet to a point for corner at the common boundary line of Lots 10 and 11;

THENCE, along the common boundary line of Lots 10 and 11, North $54^{\circ}48'00''$ East, a distance of 114.34 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 7,966.08 square feet or 0.1828 acres of land more or less.

Carlos M. Jimenez
R.P.L.S.# 3950
Firm# 10099300

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2024\24-0554.wpd





NOTE:
THIS SURVEY WAS DONE FOR REZONING
PURPOSES ONLY. THIS SURVEY DOES NOT
CONSTITUTE A LOT SUBDIVISION.

LEGEND	
	= POWER POLE
	= WATER METER
	= CITY MONUMENT
	= OH ELECTRIC LINE
	= SIGN
	= GAS METER
	= ELECTRIC BOX
	= ANCHOR
	= TRAFFIC STOP LIGHT
	= CHAINLINK FENCE

NORTH LOOP DRIVE

SCALE 1"=30'

NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

COPYRIGHT © 2024 CAD CONSULTING CO. ALL RIGHTS RESERVED

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO ENCROACHMENTS, ERECTIONS, OR SHOW HEREON.

3950

EL PASO COUNTY

REGISTERED PROFESSIONAL SURVEYOR

CARLOS M. JIMENEZ

R.P.L.S. No. 3950

JOB # 24-0554 DATE: 03-12-2024 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2024\24-0554

LOCATED IN ZONE AE PANEL # 480214-0044-C DATED 02-16-06

RECORDED IN VOLUME 15 PAGE 10 , PLAT RECORDS, EL PASO COUNTY, TX

7705 NORTH LOOP DRIVE – ZONE: A-2 AREA
A PORTION OF LOT 11, BLOCK 5 (SEE EXHIBIT "A")
NORTH LOOP GARDENS No. 1
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CAD CONSULTING COMPANY

1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

7705 North Loop

City Plan Commission — August 8, 2024 **REVISED**

REZONING



CASE NUMBER: PZRZ23-00042
CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER: Ruben and Martha Perez
REPRESENTATIVE: Lorena Armenta
LOCATION: 7705 North Loop Dr. (District 3)
PROPERTY AREA: 0.183 acres
REQUEST: Rezone from A-2 (Apartment) to C-4 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: Two (2) letters via email in opposition received as of August 7, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone from A-2 (Apartment) to C-4 (Commercial) to consolidate the property under the same C-4 (Commercial) zoning district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is compatible with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War future land use designation. The conditions are as follows:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That automobile uses and contractor's yard uses be prohibited on the subject property.

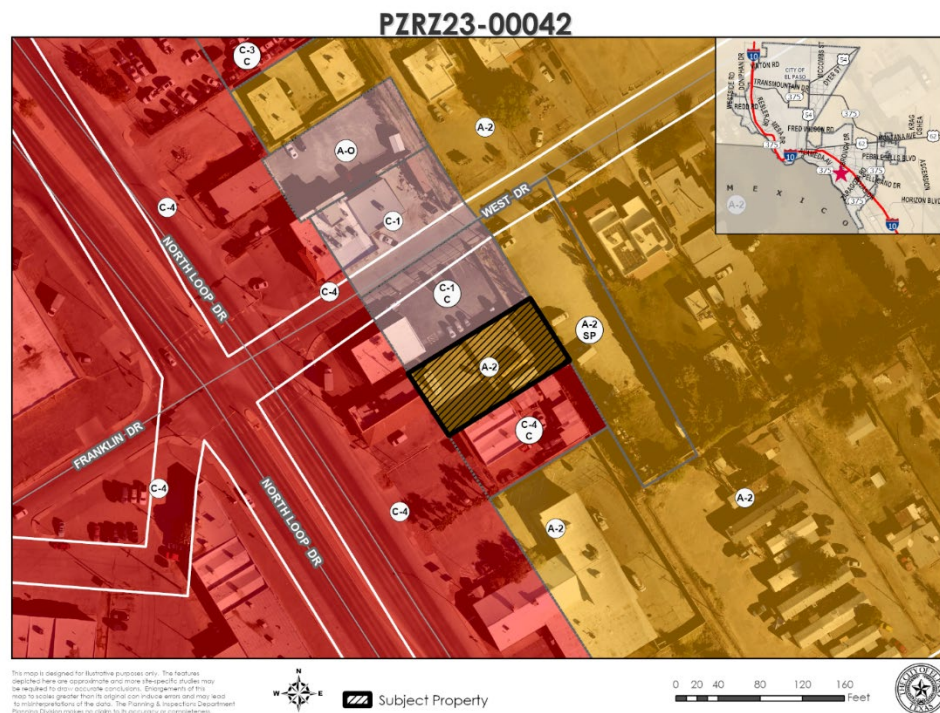


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from A-2 (Apartment) to C-4 (Commercial) to consolidate the property under the same C-4 (Commercial) zoning district for proposed apartment. The property size is 0.183 acres. The conceptual site plan shows a parking lot to serve the proposed apartment development under the consolidated C-4 (Commercial) zone. The main access to the property is proposed from North Loop Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is permitted by right in the C-4 (Commercial) zoning district. Properties to the north is zoned C-1/c (Commercial/condition) and consist of a medical office; to the south is zoned C-4/c (Commercial/conditions) and consist of retail; to the east is zoned A-2/sp (Apartment/special permit) and consist of parking lot; and to the west is zoned C-4 (Commercial) and consist of retail. The closest school is Constance Hulbert Elementary School which is 0.03 miles away and the closest park is Office David Ortiz Park which is 0.17 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The proposed apartment use is compatible with the future land use designation of <i>Plan El Paso</i> .
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	Yes. The proposed C-4 (Commercial) will provide for the integration of apartment use with adjacent C-4 (Commercial), C-1 (Commercial) and A-2 (Apartment) zoning districts.
<p>Preferred Development Locations:</p> <p>The subject property is located along a major arterial. The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning, district, density, use and/or land use.</p>	Yes. The subject property has access to North Loop Drive, which is designated as a major arterial in the City's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	None. The proposed development is not within any historic districts or study area plan boundaries.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield, environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	None. The area is stable and the surrounding properties have not been rezoned in the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The proposed development is within an older, stable area of the city. The established neighborhood is comprised of medical offices, retail, restaurants, parking lot, and single-family dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to North Loop drive which is designated as a major arterial under the City’s Major Thoroughfare Plan (MTP). Access is proposed from North Loop Drive. The classification of this road is appropriate for the proposed development. Existing infrastructure and services are adequate to serve the proposed development. There are at least two (2) bus stops within walkable distance (0.05 miles) of the subject property. The closest bus stop is along North Loop Drive, which is located 0.03 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property lies within the three (3) neighborhood associations including the Mission Valley Civic Association, Corridor 20, and the Santa Lucia Neighborhood Association, which were notified of the rezoning by the applicant. The Mission Valley Civic Association is opposed to the rezoning request. Public notices were mailed to property owners within 300 feet on July 24, 2024. As of August 7, 2024, the Planning Division has received two (2) emails in opposition of the request from the public.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

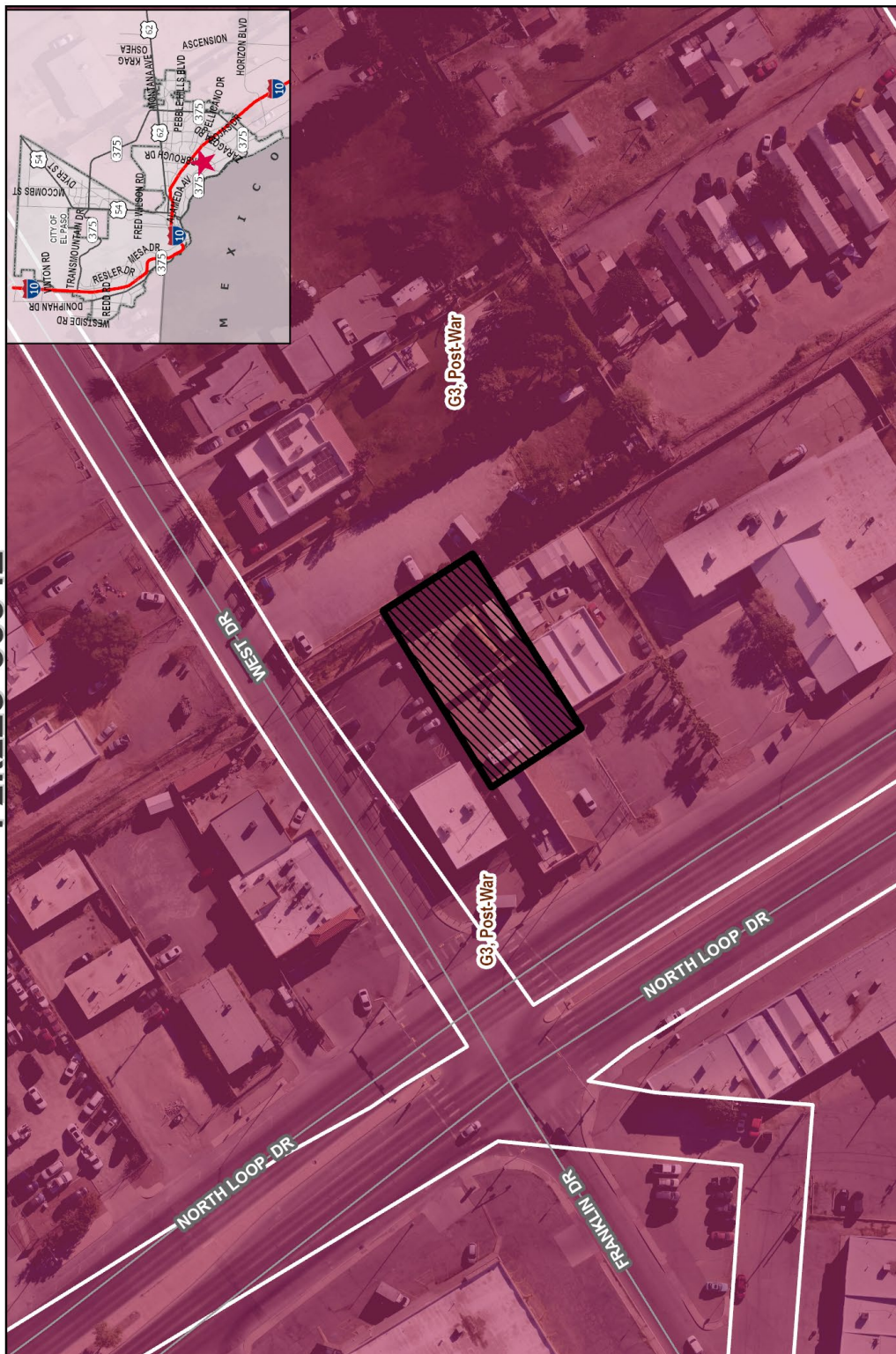
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter via email of Opposition from the Mission Valley Civic Association
6. Letter via email of Opposition

ATTACHMENT 1

PZR23-00042

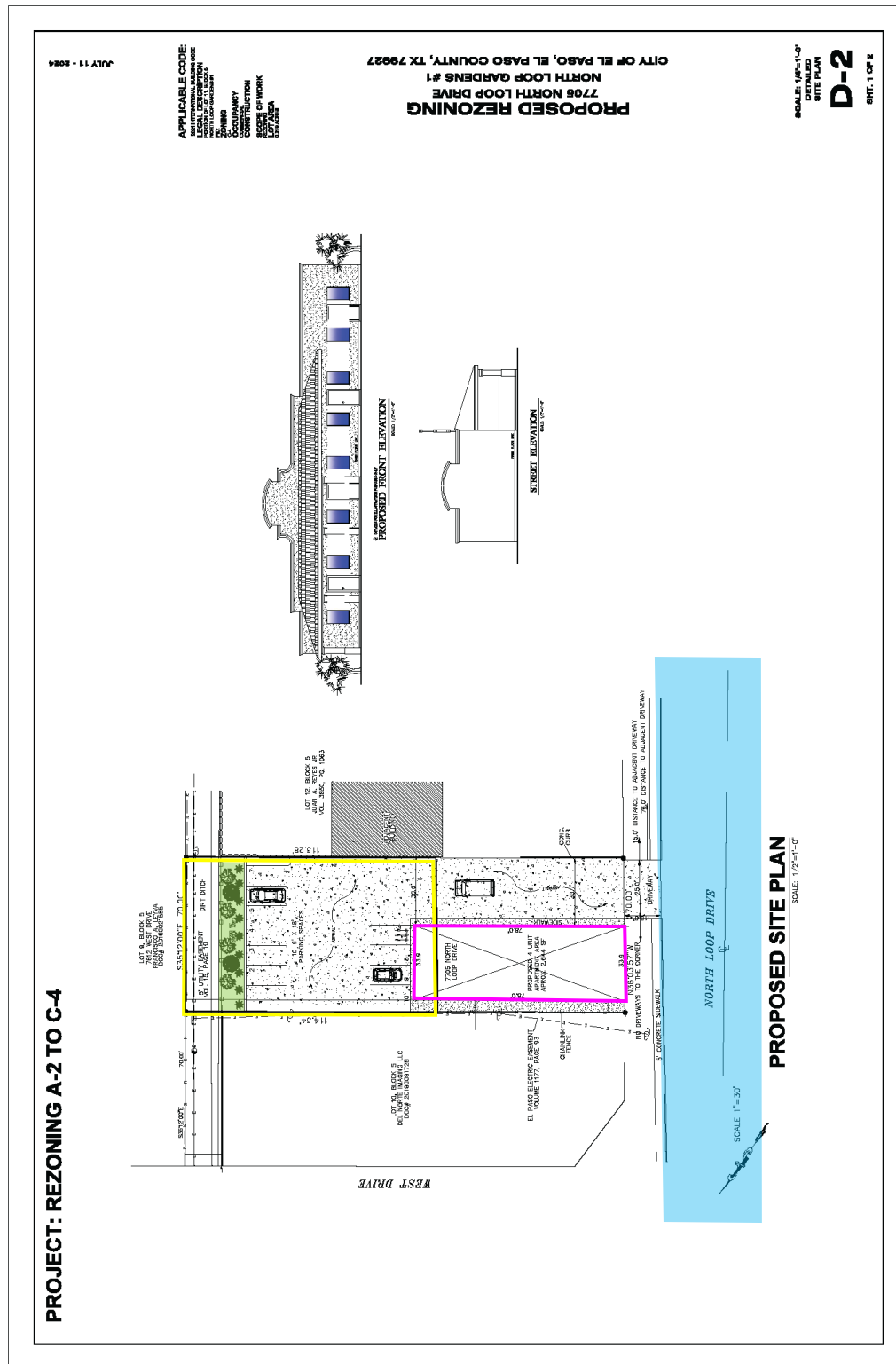


Subject Property



This map is designed for illustrative purposes only. The features shown on this map are not intended to be used for legal purposes. The map is not a survey and should not be used to draw accurate conclusions. Engagements of this map to scales greater than its original can induce error and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

PZRZ23-00042



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is compatible with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-3, Post-War future land use designation. The conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That automobile uses and contractor's yard uses be prohibited on the subject property.*

Planning and Inspections Department – Plan Review & Landscaping Division

No comments received.

Planning and Inspections Department – Land Development

Recommend approval.

1. The property is in the flood zone "AE", provide an Elevation Certificate at the time of grading permit.
2. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.
3. It is recommended harvesting area on the property.
4. Please clarify the dimensions of the proposed driveway (25ft min – 35ft max in the commercial area) and the minimum curb and gutter edge-to-edge spacing between driveways in the North Loop, please see Concrete apron Driveway detail 6-17, Appendix "A" Design Standard for Construction from Street Design Manual.

Note: Comments to be addressed at permitting stage

Fire Department

No comments received.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no objections.

Sun Metro

No comments received.

El Paso Water

No comments received.

EPWU-PSB Comments

No comments received.

Sanitary Sewer

No comments received.

General

No comments received.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

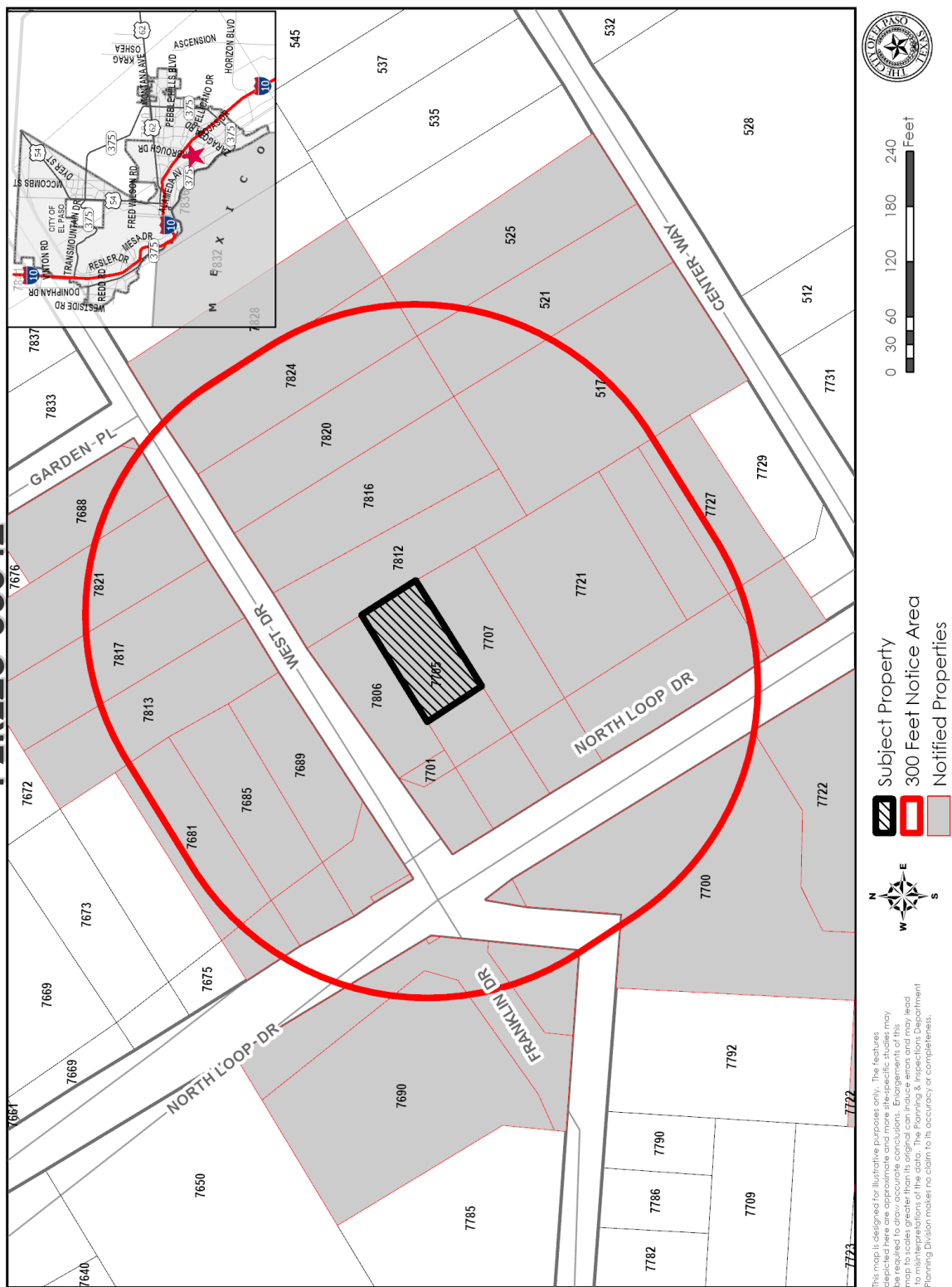
No comments received.

Texas Gas Service

Texas Gas Service has no comments.

ATTACHMENT 4

PZR23-00042



ATTACHMENT 5

Beltran, Jose V.

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Friday, May 17, 2024 10:32 AM
To: ivonne armenta; Rodriguez, Nina A.
Subject: Re: 7705 NORTH LOOP DRIVE REZONING-UPDATE

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Good morning Ms. Armenta, the last contact I had with you was that both lots in question were A-2, however, now I see the update of the front property as C-4 and the back as A-2. I also mentioned that a C-4 would be a denial to this request as it opens the door to many other possibilities which do not belong in this area. If you wanted to expand the restaurant, you can apply for C-1 or C-2, with a condition of NO car lot!! I tried to call you this morning but left a message. Thank you for reaching out to us, this is Sylvia Carreon, president of the Mission Valley Civic Association.

From: ivonne armenta <arqlorenaarmenta2@yahoo.com>
Sent: Wednesday, May 15, 2024 6:05 PM
To: Sylvia Carreon <longhorn_1989@hotmail.com>; Nina A. Rodriguez <rodriguezna@elpasotexas.gov>
Subject: Fw: 7705 NORTH LOOP DRIVE REZONING-UPDATE

----- Mensaje reenviado -----

De: ivonne armenta <arqlorenaarmenta2@yahoo.com>
Para: Sylvia Carreon <longhorn_1989@hotmail.com>; Nina A. Rodriguez <rodriguezna@elpasotexas.gov>
Enviado: martes, 14 de mayo de 2024, 21:29:42 GMT-6
Asunto: 7705 NORTH LOOP DRIVE REZONING

TO MISSION VALLEY CIVIC ASSOCIATION, ANY QUESTIONS PLEASE FEEL FREE TO CALL ME AT 915-892-8122, THANK YOU

ATTACHMENT 6

Beltran, Jose V.

From: Mark Santilli <msantilli68@yahoo.com>
Sent: Tuesday, August 6, 2024 2:55 PM
To: Beltran, Jose V.
Subject: Case: PZRZ23-00042- 7705 North Loop Dr.

You don't often get email from msantilli68@yahoo.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

My name is Mark A. Santilli and I live at 7816 West Dr.. I'm a little confused about the request to change the zoning from A-2 to C-4. I believe that the property is currently zoned (commercial). Nevertheless, I am notifying the City Planning Commission that I am against the change in zoning. The surrounding area, within a thousand feet, is already saturated with apartments. As you well know, an A-2 zoning is a medium density apartment district. I confident that this area has met it's medium density designation and should not be subject to further affordable housing development. In addition, more low income housing in the area will further negatively affect the noise level and current traffic situation. Lastly, there is already a busy restaurant in the immediate vicinity that has increased traffic and disrupted our once quiet, peaceful neighborhood. Thank you for the notification and your consideration of my position.

Cordially,

Mark A. Santilli
Concerned Resident
7816 West Drive



Legislation Text

File #: 24-1563, 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.

District 6

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of Lots 17C169, 17C170, 17C171, 17C172, 17C173 and remainder of Lot 17-C-174, out of Section 8, Block 79, T-3, Texas and Pacific Railway Company Survey (T. & P. RR. CO.), City of El Paso, El Paso County, Texas from R-3 (Residential) 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: Vista del Sol Dr. and Joe Battle Blvd.

Applicant: Lubbock Christian University, PZRZ24-00022

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jose Beltran, (915) 212-1603

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of all of Lots 17C169, 17C170, 17C171, 17C172, 17C173 and remainder of Lot 17-C-174, out of Section 8, Block 79, T-3, Texas and Pacific Railway Company Survey (T. & P. RR. CO.), City of El Paso, El Paso County, Texas from R-3 (Residential) 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: Vista Del Sol Dr. and Joe Battle Blvd.
Applicant: Lubbock Christian University, PZRZ24-00022

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from R-3 (Residential) to C-4 (Commercial) for the proposed use of convenience store with gas pumps. City Plan Commission meeting is scheduled for November 7, 2024. As of November 14, 2024, the Planning Division has received one (1) phone call in support of the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 17C169, 17C170, 17C171, 17C172, 17C173 AND REMAINDER OF LOT 17-C-174, OUT OF SECTION 8, BLOCK 79, T-3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY (T. & P. RR. CO.), CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) 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, that the zoning of All of Lots 17C169, 17C170, 17C171, 17C172, 17C173 and remainder of Lot 17-C-174, out of Section 8, Block 79, T-3, Texas and Pacific Railway Company Survey (T. & P. RR. Co.), *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-3 (Residential)** 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 _____, **2024**.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT 'A'
4.345 ACRE TRACT OUT OF
SECTION 8, BLOCK 79, T-3,
T. & P. RR. CO. SURVEY, A-9879
EL PASO COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF EL PASO §

FIELD NOTES DESCRIBING ALL OF LOTS 17C169, 17C170, 17C171, 17C172, 17C173, OUT OF SECTION 8, BLOCK 79, T-3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY (T. & P. RR. CO.), ABSTRACT A-9879, EL PASO COUNTY, TEXAS; AS DESCRIBED BY WARRANTY DEED IN DOCUMENT NUMBER 20230075477, OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS; OWNED BY LUBBOCK CHRISTIAN UNIVERSITY; DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF SAID SECTION 8, AND BEING THE COMMON CORNER OF SECTIONS 9 AND 16, OF SAID BLOCK 79, AND SECTION 311, O.A. DANIELSON SURVEY;

THENCE N 02°22'53" E, WITH THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 304.29 FEET AND N 87°37'07" W, A DISTANCE OF 197.36 FEET TO A 5/8-INCH IRON ROD WITH CAP FOUND FOR THE POINT-OF-BEGINNING (N: 10646302.88, E: 452481.21) ON THE WEST RIGHT-OF-WAY OF LOOP 375 (VARIABLE WIDTH R.O.W);

THENCE S 49°18'24" W, ALONG THE NORTH RIGHT-OF-WAY FLARE OF VISTA DEL SOL, A DISTANCE OF 102.56 FEET TO A 5/8-INCH IRON ROD WITH CAP FOUND FOR AN ANGLE CORNER, AT THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT WITH A RADIUS OF 1,320.00 FEET, A CENTRAL ANGLE OF 12°05'35", A TANGENT OF 139.82 FEET, AND A CHORD BEARING OF S 86°24'18" W;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF VISTA DEL SOL (120' R.O.W.), IN A WESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT A DISTANCE OF 278.60 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR AN ANGLE CORNER;

THENCE N 87°03'55" W, A DISTANCE OF 37.00 FEET TO A POINT FOR AN ANGLE CORNER, WHENCE A FOUND 1 1/2-INCH IRON PIPE BEARS N 08°31'49" W, A DISTANCE OF 2.77 FEET, AND WHENCE A FOUND 1/2-INCH IRON ROD BEARS N 22°45'05" E, A DISTANCE OF 2.89 FEET;

THENCE N 02°18'23" E, A DISTANCE OF 550.40 FEET TO A POINT FOR THE NORTHWEST CORNER, WHENCE A FOUND 2-INCH IRON PIPE WITH 5/8-INCH IRON ROD BEARS N 58°49'57" W, A DISTANCE OF 5.12 FEET;

THENCE S 75°04'42" E, A DISTANCE OF 410.62 FEET TO A FOUND 5/8 IRON ROD FOR THE NORTHEAST CORNER;

THENCE S 04°13'04" W, ALONG THE WEST RIGHT-OF-WAY OF LOOP 375, A DISTANCE OF 362.79 FEET TO THE POINT-OF-BEGINNING.

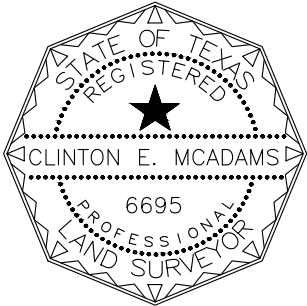
THE ABOVE DESCRIBED TRACT CONTAINS 189,268.49 SQUARE FEET OR 4.345 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (US SURVEY FOOT). ALL COORDINATES, DISTANCES, AND ACREAGES ARE REPRESENTED IN GRID VALUES. SURFACE VALUES CAN BE ESTABLISHED BY APPLYING A SCALE ADJUSTMENT FACTOR OF 1.0001817.

I, CLINTON E. MCADAMS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

CE McAdams
CLINTON E. MCADAMS, R.P.L.S.
TEXAS REGISTRATION NO. 6695

7/16/24
DATE



LJA Surveying, Inc.

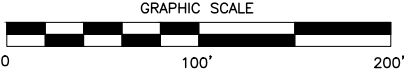
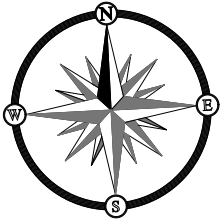
6 Desta Drive, Suite 1800
Midland, Texas 79705
TBPELS Firm Reg. 10194382

Phone 432.789.2880
cmcadams@ljasurvey.com
TBPELS Firm Reg. F-19

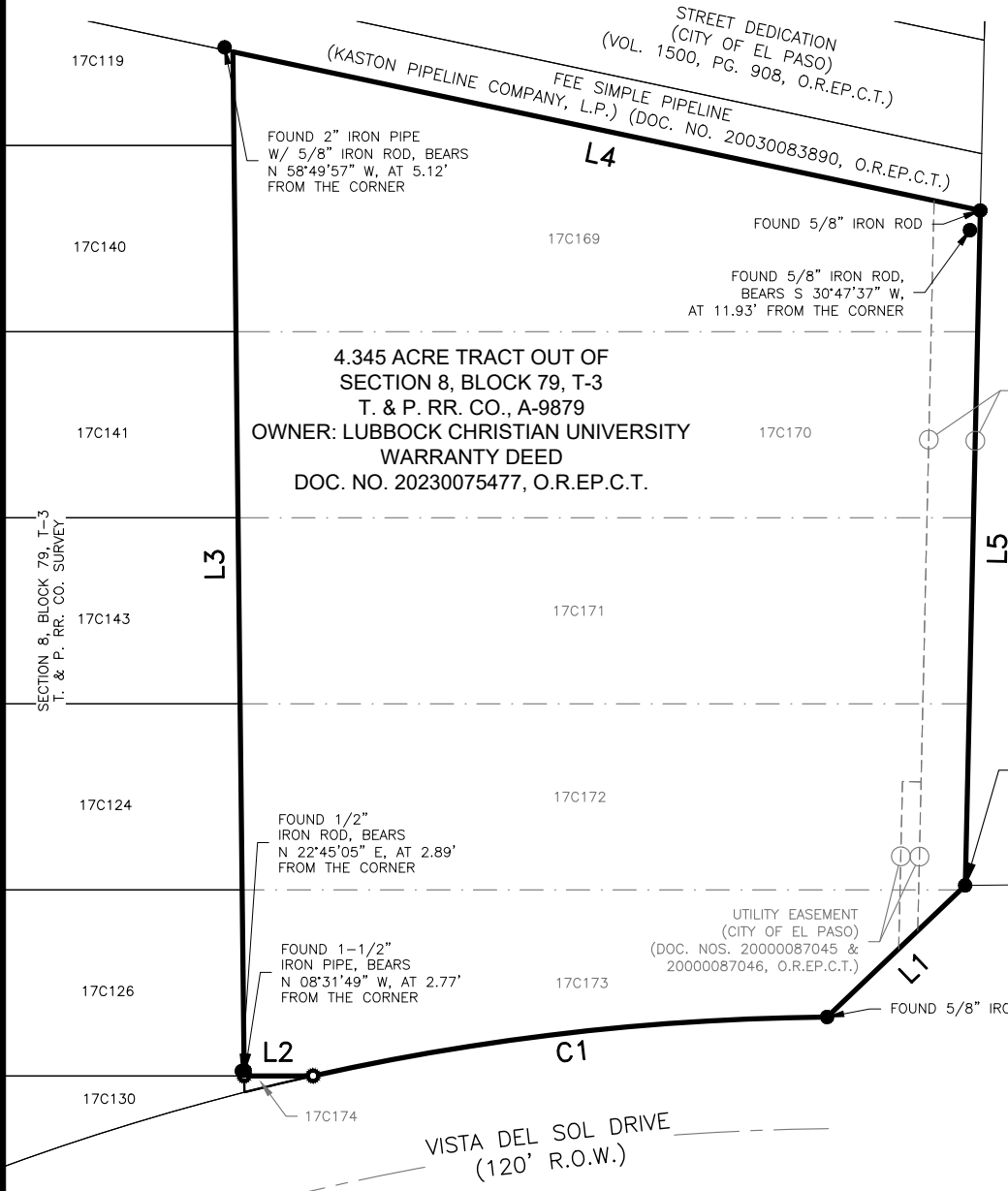


EXHIBIT 'A'

4.345 ACRE TRACT OUT OF
SECTION 8, BLOCK 79, T-3,
T. & P. RR. CO. SURVEY, A-9879
EL PASO COUNTY, TEXAS



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 49°18'24" W	102.56'
L2	N 87°03'55" W	37.00'
L3	N 02°18'23" E	550.40'
L4	S 75°04'42" E	410.62'
L5	S 04°13'04" W	362.79'



P.O.B.
FOUND 5/8" IRON ROD
WITH CAP
N: 10,646,302.88
E: 452,481.21

N 87°37'07" W 197.36'

COMMENCING POINT
CALCULATED CORNER

LOOP 375
(JOE BATTLE BLVD.)
(VARIABLE WIDTH R.O.W.)

N 02°22'53" E 304.29'

311 16

CURVE TABLE						
CURVE	RADIUS (R)	LENGTH (L)	DELTA ANGLE (Δ)	TANGENT (T)	CHORD BEARING (CB)	CHORD LENGTH (CL)
C1	1,320.00'	278.60'	12°05'35"	139.82'	S 86°24'18" W	278.09'

I, CLINTON E. MCADAMS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

CE McAdams

CLINTON E. MCADAMS, R.P.L.S.
TEXAS REGISTRATION NO. 6695

7/16/24
DATE



LEGEND:	
	PROPERTY LINE
	CORNER FOUND (AS NOTED)
	SET 5/8" IRON ROD W/ CAP
	POINT-OF-BEGINNING
	INTERIOR LOT LINE
	SECTION LINE
	EXISTING EASEMENT
	DEED RECORDS OF EL PASO COUNTY, TEXAS
	OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:
- HORIZONTAL DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (US SURVEY FOOT). ALL COORDINATES, DISTANCES AND ACREAGES ARE REPRESENTED IN GRID VALUES. SURFACE VALUES CAN BE ESTABLISHED BY APPLYING A SCALE ADJUSTMENT FACTOR OF 1.0001817.
 - THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, WITH TITLE RESEARCH PERFORMED BY OTHERS.
 - TEMPORARY WORKSPACE LIES ADJACENT AND CONTINUOUS TO THE SURFACE SITE EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.

LJA Surveying, Inc.

6 Desta Drive, Suite 1800
Midland, Texas 79705
TBPELS Firm Reg. 10194382

Phone 432.789.2880
cmcadams@ljasurvey.com
TBPELS Firm Reg. F-19

EXHIBIT 'A'
REMAINDER OF LOT 17-C-174 OUT OF
SECTION 8, BLOCK 79, T-3,
T. & P. RR. CO. SURVEY, A-9879
EL PASO COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF EL PASO §

FIELD NOTES DESCRIBING THE REMAINDER OF LOT 17-C-174, LYING WITHIN AND PART OF SECTION 8, BLOCK 79, T-3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY (T. & P. RR. CO.), ABSTRACT A-9879, EL PASO COUNTY, TEXAS; AS DESCRIBED BY WARRANTY DEED IN VOLUME 2174, PAGE 967, DEED RECORDS OF EL PASO COUNTY, TEXAS; OWNED BY JAMES A. CARDWELL, JR.; DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A CALCULATED CORNER FOR THE SOUTHEAST CORNER OF SAID SECTION 8, AND BEING THE COMMON CORNER OF SECTIONS 9 AND 16, OF SAID BLOCK 79, AND SECTION 311, O.A. DANIELSON SURVEY;

THENCE N 02°22'53" E, WITH THE EAST LINE OF SAID SECTION 8 AND NEAR THE CENTERLINE OF LOOP 375 (VARIABLE WIDTH R.O.W.), A DISTANCE OF 205.30 FEET AND N 87°37'07" W, A DISTANCE OF 548.85 FEET TO A 5/8-INCH IRON ROD WITH CAP SET FOR THE POINT-OF-BEGINNING (N: 10,646,218.57, E: 452,125.91) AND BEING THE NORTHEAST CORNER, AT THE BEGINNING OF A NON-TANGENTIAL CURVE TO THE LEFT WITH A RADIUS OF 1,320.00 FEET, A CENTRAL ANGLE OF 01°38'48", A TANGENT OF 18.97 FEET, AND A CHORD BEARING OF S 79°32'06" W;

THENCE, ALONG THE NORTH RIGHT-OF-WAY OF VISTA DEL SOL, (120' R.O.W.), IN A WESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT A DISTANCE OF 37.93 FEET TO A POINT FOR THE SOUTHEAST CORNER, WHENCE A FOUND 1/2-INCH IRON ROD BEARS S 77°27'00" W, A DISTANCE OF 1.38 FEET, WHENCE A FOUND 1/2-INCH IRON ROD BEARS S 77°35'57" W, A DISTANCE OF 2.05 FEET, AND WHENCE A FOUND 1/2-INCH IRON ROD BEARS S 77°17'20" W, A DISTANCE OF 2.84 FEET;

THENCE N 02°18'23" E, A DISTANCE OF 8.79 FEET TO A POINT FOR THE NORTHWEST CORNER, WHENCE A FOUND 1 1/2-INCH IRON PIPE BEARS N 08°31'49" W, A DISTANCE OF 2.77 FEET, AND WHENCE A FOUND 1/2-INCH IRON ROD BEARS N 22°45'05" W, A DISTANCE OF 2.89 FEET;

THENCE S 87°03'55" E, A DISTANCE OF 37.00 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 159 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

ALL BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (US SURVEY FOOT). ALL COORDINATES, DISTANCES, AND ACREAGES ARE REPRESENTED IN GRID VALUES. SURFACE VALUES CAN BE ESTABLISHED BY APPLYING A SCALE ADJUSTMENT FACTOR OF 1.0001817.

I, CLINTON E. MCADAMS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

CE McAdams
CLINTON E. MCADAMS, R.P.L.S.
TEXAS REGISTRATION NO. 6695

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DATE



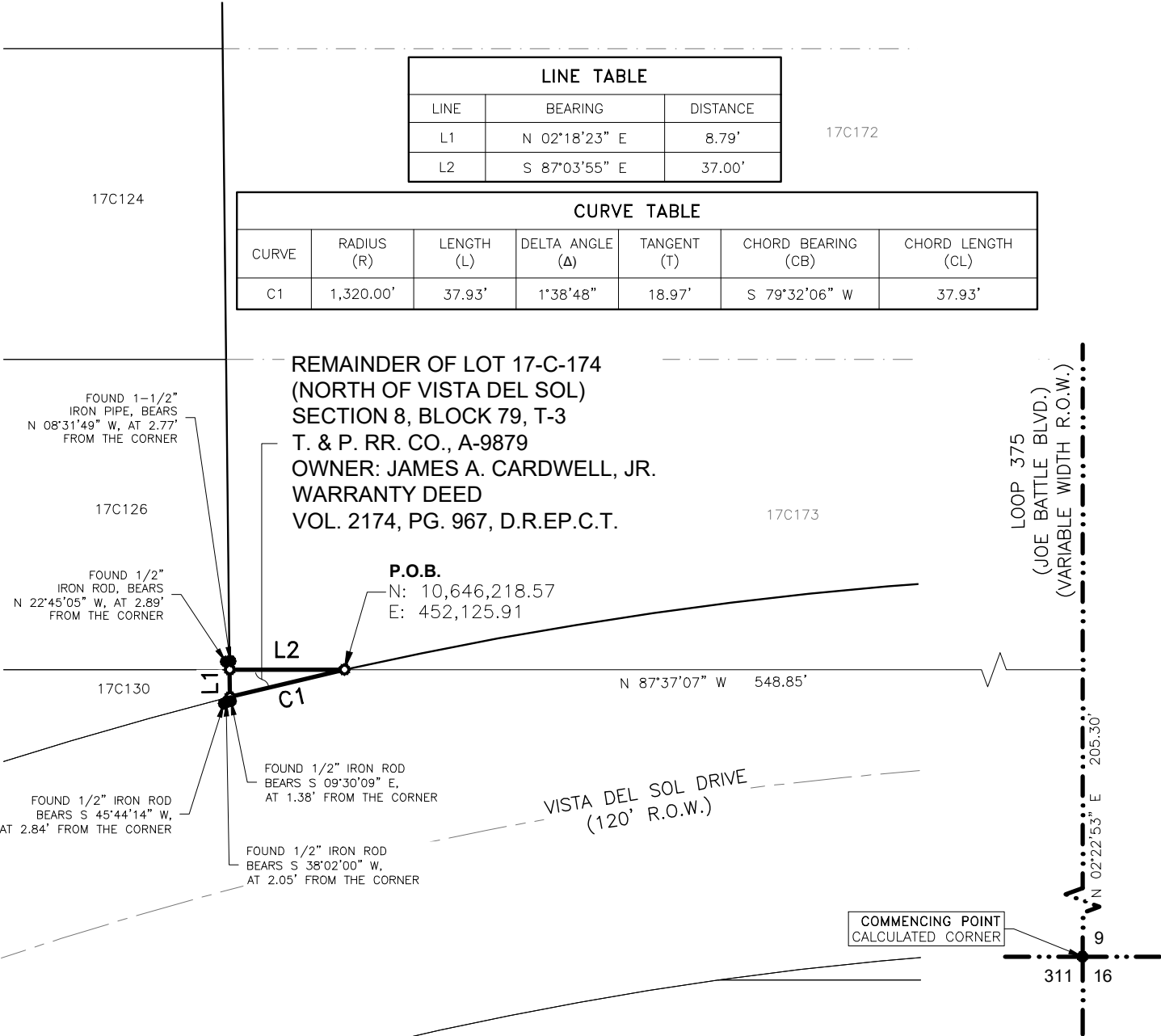
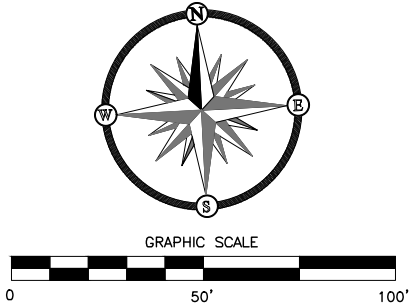
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EXHIBIT 'A'
REMAINDER OF LOT 17-C-174 OUT OF
SECTION 8, BLOCK 79, T-3,
T. & P. RR. CO. SURVEY, A-9879
EL PASO COUNTY, TEXAS



I, CLINTON E. MCADAMS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED FROM SURVEYS MADE ON THE GROUND UNDER MY SUPERVISION, AND THAT SAID SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE.

CE McAdams
CLINTON E. MCADAMS, R.P.L.S.
TEXAS REGISTRATION NO. 6695

7/16/24
DATE



LEGEND:	
	PROPERTY LINE
	CORNER FOUND (AS NOTED)
	SET 5/8" IRON ROD W/ CAP
	P.O.B.
	INTERIOR LOT LINE
	SECTION LINE
	EXISTING EASEMENT
	D.R.E.P.C.T.
	O.R.E.P.C.T.
	DEED RECORDS OF EL PASO COUNTY, TEXAS
	OFFICIAL RECORDS OF EL PASO COUNTY, TEXAS

- NOTES:
- HORIZONTAL DATA IS BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (2011), CENTRAL ZONE (US SURVEY FOOT). ALL COORDINATES, DISTANCES AND ACREAGES ARE REPRESENTED IN GRID VALUES. SURFACE VALUES CAN BE ESTABLISHED BY APPLYING A SCALE ADJUSTMENT FACTOR OF 1.000181733.
 - THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY, WITH TITLE RESEARCH PERFORMED BY OTHERS.
 - TEMPORARY WORKSPACE LIES ADJACENT AND CONTINUOUS TO THE SURFACE SITE EASEMENT UNLESS OTHERWISE NOTED. THE SIDE LINES OF SAID EASEMENT LENGTHEN OR SHORTEN TO INTERSECT PROPERTY LINES, FOREIGN PIPELINES, WATER BODIES AND OTHER FEATURES THAT ARE NOT PERPENDICULAR TO THE BASELINE.

Vista Del Sol and Joe Battle

City Plan Commission — November 7, 2024

REZONING



CASE NUMBER:	PZRZ24-00022
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Lubbock Christian University
REPRESENTATIVE:	QTR Corporation
LOCATION:	North of Vista Del Sol Dr. and West of Joe Battle Blvd. (District 6)
PROPERTY AREA:	4.35 acres
REQUEST:	Rezone from R-3 (Residential) to C-4 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of October 31, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-4 (Commercial) for the proposed use of convenience store with gas pumps.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) for the future land use designation.

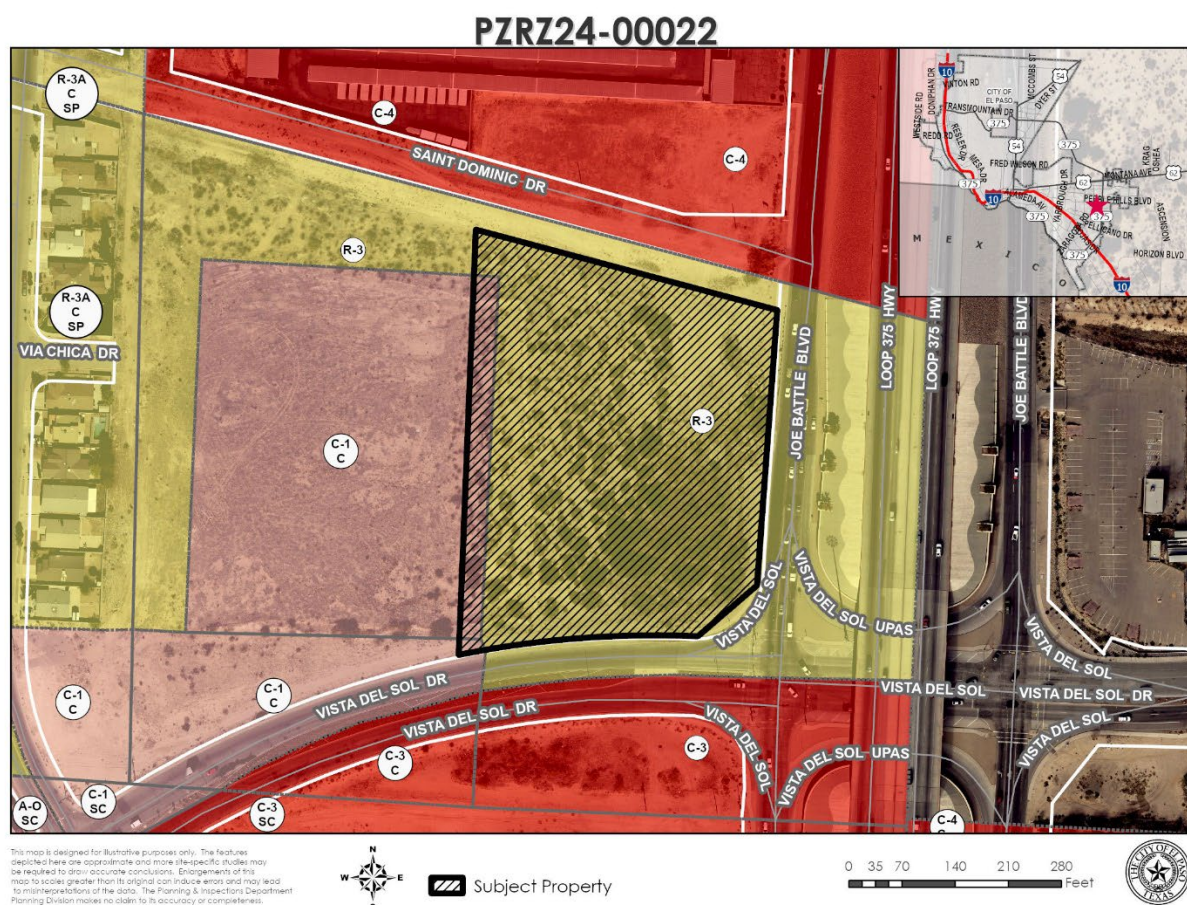


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-4 (Commercial) to allow for a proposed convenience store with gas pumps. The subject property is approximately 4.35 acres in size. The conceptual site plan shows a proposed convenience store with gas pumps for vehicles and heavy trucks. Access to the property is proposed from Joe Battle Boulevard and Vista Del Sol Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial uses within the area. The properties to the north are zoned C-4 (Commercial) and C-4/c (Commercial/conditions) consisting of vacant land and self-storage warehouse. Properties to the east across State Highway Loop 375 are part of El Paso's Extraterritorial Jurisdiction (ETJ) consisting of heavy truck and trailer parking and automobile (sales, service storage, and rental). The properties to the south across Vista del Sol Drive are zoned C-3/sc (Commercial/special contract) consisting of vacant land. The properties to the west are zoned C-1/c (Commercial/condition), R-3 (Residential), and R-3A/c/sp (Residential/condition/special permit) consisting of vacant land and single-family dwellings. The nearest school is Captain Walter E. Clarke Middle School which is 0.45 miles away and the nearest park is Walter Clarke Park which is 0.19 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban: This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed commercial development is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of the district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes. The proposed C-4 (Commercial) district will provide for the integration of the proposed convenience store with gas pumps use with adjacent C-4 (Commercial), C-3 (Commercial), and C-1 (Commercial) zoning districts.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property is located at the northwest intersection of Vista del Sol Drive and Joe Battle Boulevard, which are designated as a major arterial and freeway respectively in the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition within the last 10 years. Properties located west of the subject property were rezoned from R-3 (Residential) and R-3/c/sp (Residential/conditions/special permit) to C-1/c (Commercial/conditions) in 2014 and 2018. The property to the south of the subject property was rezoned from R-3 (Residential) to C-3 (Commercial) in 2024.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	This area is in transition as more properties along Joe Battle have been rezoned to commercial districts. The R-3 (Residential) zoning designation is no longer suitable for the property.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Joe Battle Boulevard and Vista del Sol Drive. Joe Battle Boulevard is classified as a freeway and Vista Del Sol Drive is classified as a major arterial on the City of El Paso’s Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are currently present along Joe Battle Boulevard and Vista del Sol Drive. There are two (2) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Vista Del Sol Drive, which is located 0.15 miles from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: There are no registered neighborhood associations that are applicable to this area. Public notices were mailed to property owners within 300 feet on October 23, 2024. As of October 31, the planning division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

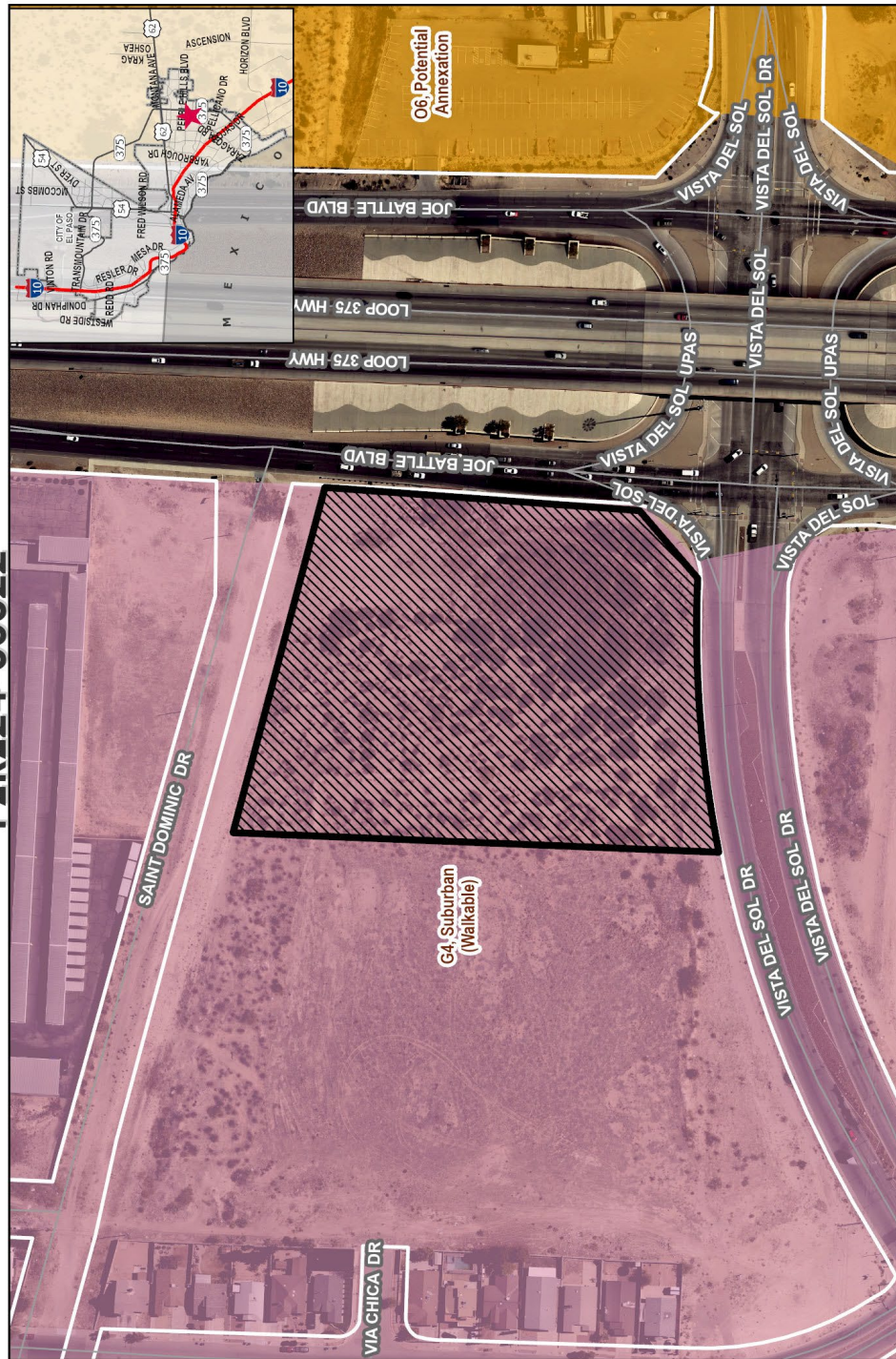
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZRZ24-00022



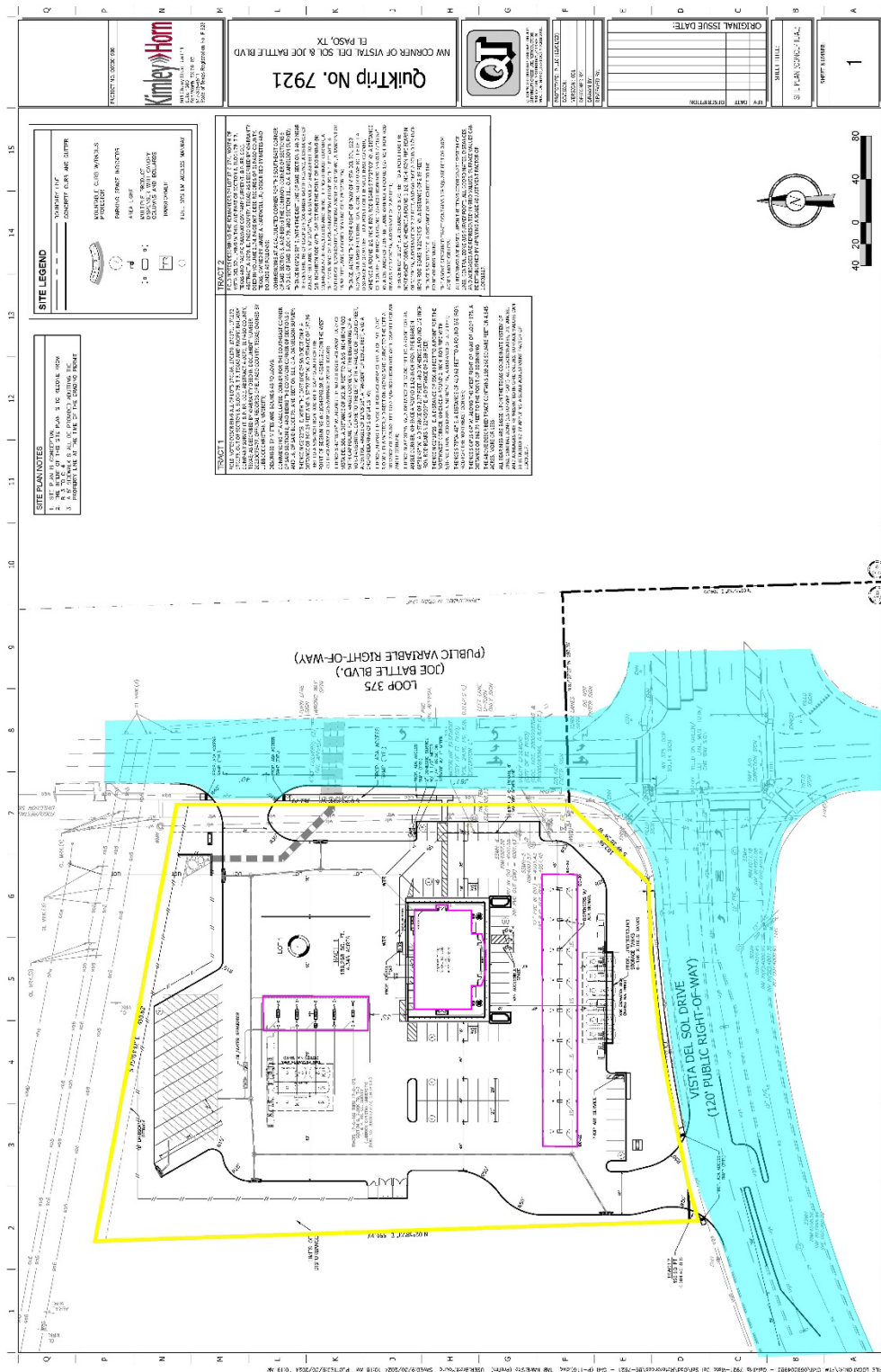
0 35 70 140 210 280 Feet



Subject Property

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to determine precise boundaries, easements, or other details. The Planning & Inspection Department may lead to misinterpretations of the data. The Planning & Inspection Department makes no claim to its accuracy or completeness.

287



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and no expected negative impacts on adjacent properties.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

PZRZ24-00022 – Joe Battle and Vista del Sol – Zoning – Approved

1. TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit. Two Driveways on the Joe Battle.
2. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision, including calculations
3. Please clarify the dimensions of the proposed driveway (25ft min – 35ft max in the commercial area) and the minimum curb and gutter edge-to-edge spacing between driveways in the North Loop, please see Concrete apron Driveway detail 6-17, Appendix “A” Design Standard for Construction from Street Design Manual.
4. Provide a 5ft sidewalk abutting the property line or a minimum 7ft sidewalk abutting an arterial street at the time of grading permit along Joe Battle and Vista del Sol Dr.
5. The proposed ponding area for subdivision shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event at the time of grading permit.
6. Add a general note to both the preliminary and final plat sheets: “The retention of all storm-water runoff discharge volume is required within this subdivision's limits in compliance with all provisions of (Muni-Code 19.19.010A, SDM, and DDM Section 11.1).”

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

El Paso County 911 District

The 9-1-1 District has no comments/concerns regarding this zoning.

Environment Services

No comments regarding request.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has no issues for the developer to move forward. They will address our comments on the final TIA report.

Street Lights Department does not object to this request.

Plans shall show City of El Paso limit.

Joe Battle Blvd. is a Texas Department of Transportation (TXDoT) right of way (ROW). TXDoT regulations may apply.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Sun Metro

No comments submitted.

El Paso Water

EPWater does not object to this request.

There is an existing 12-inch diameter water main that extends along the north side of Vista Del Sol Dr., approximately 25-feet south of and parallel to the northern right-of-way line. This main is available for service.

There is an existing 48-inch diameter water main that extends along the east side of a 25-foot easement west of and parallel to Joe Battle Blvd. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 12-inch water main that extends along a 25-foot PSB easement west of and parallel to Joe Battle Blvd. This main is available for service.

Previous water pressure reading from fire hydrant # 7575 located at northwest corner of Joe Battle Blvd. and Vista Del Sol Dr., has yielded a static pressure of 42 psi, a residual pressure 40 psi and a discharge of 839 gallons per minute.

Sanitary Sewer

There is an existing 12-inch diameter sanitary sewer main that extends along an existing 25-foot easement west of Joe Battle Blvd. This main is available for service.

There is an existing 12-inch diameter sanitary sewer main that extends along the south side of Vista Del Sol Dr., approximately 38-feet north of and parallel to the southern right-of-way line of Vista Del Sol Dr. This main is available for service.

General

Joe Battle Blvd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Joe Battle Blvd. right-of-way requires written permission from TxDOT.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles.

EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- Vista del Sol Dr. and Joe Battle Blvd. were not designed to receive any outside storm sewer runoff.
- EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
- The proposed ponding area/s shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond/s as “Private”.

Note: Comments will be addressed at the permitting stage.

Texas Department of Transportation

TXDOT comments are to remove driveways shown on Joe Battle Blvd. as they do not meet Access Management Spacing requirements. Please resubmit layout showing compliant spacing.

Note: Comments will be addressed at the permitting stage.

El Paso County Water Improvement District #1

No comments submitted.

El Paso Electric

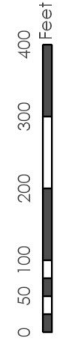
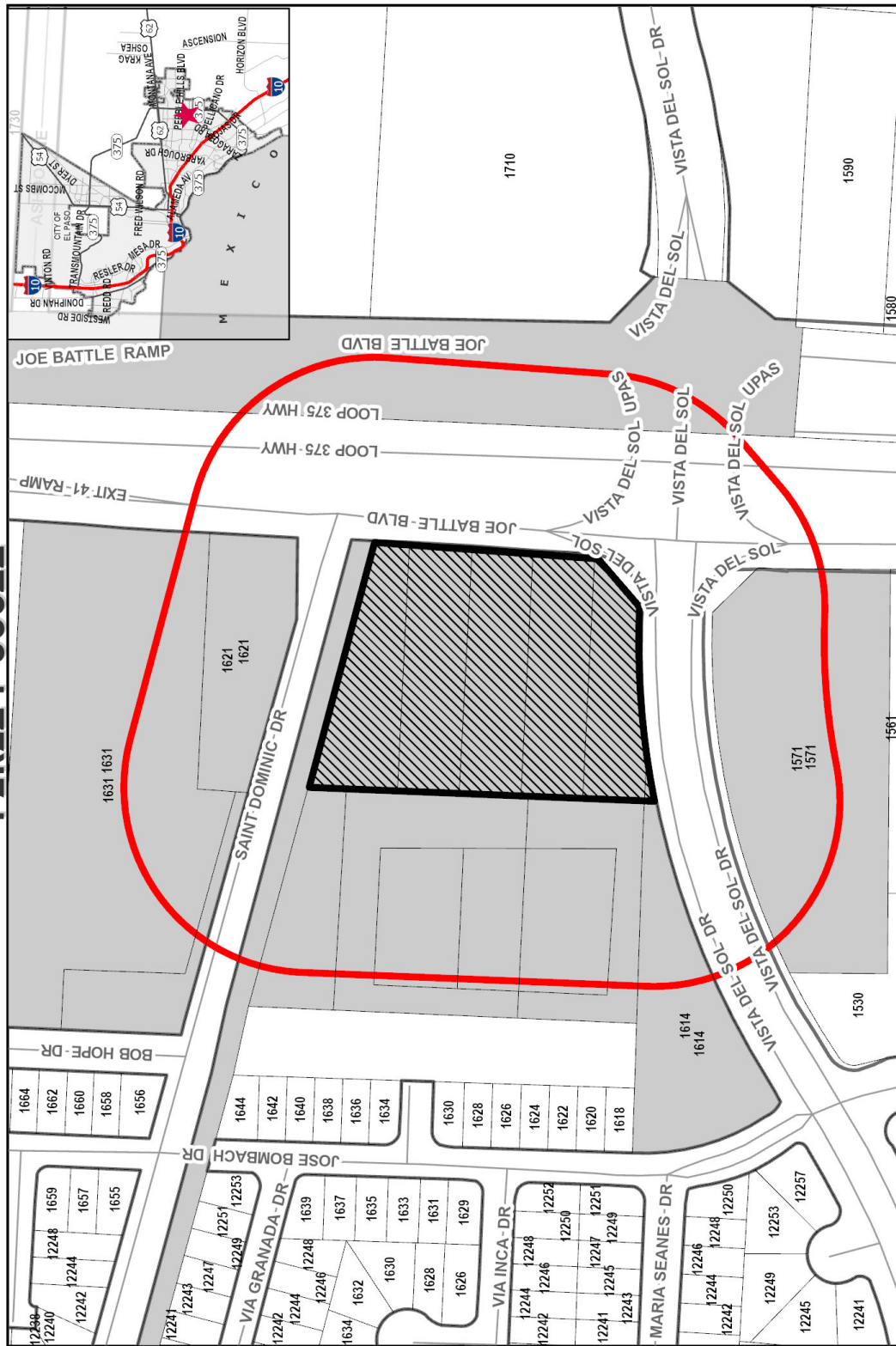
We have no comments for Joe Battle and Vista Del Sol.

Texas Gas Service

Texas Gas Service has no comments.

ATTACHMENT 4

PZRZ24-00022



Subject Property
300 Feet Notice Area
Notified Properties



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to determine the exact boundaries and features. The map is not to be used for legal purposes and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Raymond Richardson
Business Name	Lubbock Christian University (Land Owner)
Agenda Item Type	Rezoning Application
Relevant Department	Planning & Inspections Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: 8/10/24



Legislation Text

File #: 24-1564, 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.

District 7

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas from M-2/sc (Heavy Manufacturing/special contract) to C-4/sc (Commercial/special contract) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Inglewood Dr. and Alameda Ave.

Applicant: Viva Property Land LLC, PZRZ24-00027

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: December 17, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Jose Beltran, (915) 212-1603

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas from M-2/sc (Heavy Manufacturing/special contract) to C-4/sc (Commercial/special contract) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Inglewood Dr. and Alameda Ave.
Applicant: Viva Property Land LLC, PZRZ24-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone from M-2/sc (Heavy Manufacturing/special contract) to C-4/sc (Commercial/special contract) to allow for a proposed retail shopping center. City Plan Commission recommended 8-0 to approve with a condition of the proposed rezoning on November 7, 2024. As of November 13, 2024, the Planning Division has not received any communication in support of or opposition to the request from the public. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1, PICNIC GROVE SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM M-2/SC (HEAVY MANUFACTURING/SPECIAL CONTRACT) TO C-4/SC (COMMERCIAL/SPECIAL CONTRACT), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas, *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/sc (Heavy Manufacturing/special contract)** to **C-4/sc (Commercial/special contract)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following condition which is necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. Prior to the issuance of certificates of occupancy, sidewalks along Inglewood abutting the subject property must be constructed.

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 _____, 2024.

THE CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Laura D. Prine
City Clerk

(additional signatures following page)

ORDINANCE NO. _____

Zoning Case No: PZRZ24-00027

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ24-00027

PROPERTY DESCRIPTION

9663 ALAMEDA (REMNANT PARCEL)

Description of a parcel of land being a portion of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County, Texas, map of said Picnic Grove Subdivision recorded in Plat Volume 7, Page 58, El Paso County Records, El Paso County, Texas, and also all of Tract 1 less those four parcels recorded in book 579, page 227, Clerk's File #20120039601, Clerk's File #20180040770, and Clerk's File #20240026912, and described as follows;

Beginning at a rebar with TX-DOT aluminum cap found at the most southerly corner of this parcel, lying 40.03' northeasterly of the most southerly corner of said Tract 1, said rebar lying at the intersection of the northeasterly boundary line of said parcel recorded in Clerk's File #20120039601 with the southeasterly boundary line of said Tract 1, said rebar also lying on the northeasterly ROW line of Alameda Avenue (variable width), and being the "Point Of Beginning";

Thence, with said northeasterly boundary line of that parcel recorded in Clerk's file #20120039601 (also being said northeasterly ROW line of Alameda Avenue), the following courses and distances:

- North 35°25'00" West (bearing basis) a distance of 218.84' to a rebar with TX-DOT aluminum cap found at an angle point;
- North 37°48'00" West a distance of 398.23' to a rebar with TX-DOT aluminum cap found at a point of curvature;
- along the arc of a curve to the right a distance of 60.30', having a central angle of 115°10'00", a radius of 30.00' and a chord that bears North 19°47'00" East a distance of 50.65' to a 1/2" rebar found on the southeasterly ROW line of Inglewood Drive (70' wide);
- North 77°22'00" East a distance of 83.50' to the northwesterly corner of said parcel recorded in Clerk's file #20180040770;

Thence, with the boundary line of said parcel recorded in Clerk's file #20180040770, the following courses and distances:

- South 12°38'00" East a distance of 49.99' to the southwesterly corner;
- North 77°22'00" East a distance of 99.98' to the southeasterly corner;
- North 12°38'00" West a distance of 49.99' to the northeasterly corner, and lying on said southeasterly ROW line of Inglewood Drive and lying on said boundary of that parcel recorded in Clerk's file #20120039601;

Thence, continuing with said boundary of that parcel recorded in Clerk's file #20120039601, North 77°22'00" East a distance of 69.21' to a fence post found at the northwesterly corner of said parcel recorded in Clerk's File #20240026912;

Thence, with the westerly boundary line of said parcel recorded in Clerk's File #20240026912, South 37°06'24" East a distance of 540.44' to a fence post found at the northwesterly corner of said parcel recorded in Clerk's File #20240026912, and lying on the common boundary line of Tracts 1 and 2 of said Picnic Grove Subdivision;

Thence, with said common boundary line of said Tracts 1 and 2, South 53°00'00" West a distance of 274.05' to the "Point Of Beginning" and containing 157,239 sq. ft. or 3.6097 acres.

Based on a field survey performed under my supervision and dated 11/16/2020, updated on 12/28/2020 and again on 03/26/2024.

John A Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.
13998 Bradley Road
El Paso, TX. 79938
915-241-1841
TBPEPS FIRM #10001200



BEING A PORTION OF TRACT 1,
PICNIC GROVE SUBDIVISION,
AS DESCRIBED BY METES AND BOUNDS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

**SCHEDULE 8 ITEMS**

ITEM FROM 1964. CEMENTS SHOWN ON THE PLAN AND AS SET OUT IN DESCRIPTION RECORDED IN VOLUME 7, PAGE 58. A.
ITEM NO. 10. LAMBERT TO EL PASO ELECTRIC COMPANY AND HOUSTON STATES TELEPHONE AND TELEGRAPH COMPANY
RECORDING. EL PASO COUNTY, TEXAS (NOT YET TAPED)

ITEM NO. 11. LAMBERT TO EL PASO ELECTRIC COMPANY AND HOUSTON STATES TELEPHONE AND TELEGRAPH COMPANY
RECORDING. EL PASO COUNTY, TEXAS (NOT YET TAPED)

ITEM NO. 12. LAMBERT TO EL PASO ELECTRIC COMPANY'S INTEREST BOND. SOLD AND NOT CARED TO EL PASO COUNTY,
TELEPHONE AND TELEGRAPH COMPANY RECORDING IN VOLUME 13, PAGE 848. REAL PROPERTY RECORDING, EL PASO COUNTY,
TEXAS (NOT YET TAPED)

ITEM NO. 13. LAMBERT TO EL PASO ELECTRIC COMPANY UNDER CLIENTS FEE NO. 102308581A. REAL PROPERTY
RECORDING.

UPDATED & REVISED: 03/26/2024
 UPDATED: 12/28/2020

DATE OF SURVEY: 11/18/2020 OFFICE: DH FIELD: JAE, AG, JC
 COMPANY: PASADO DEL NORTE SURVEYING, INC.
 3998 BRADLEY ROAD, EL PASO, TEXAS 79938
 PH: 915-241-1841
 FAX 915-853-8925
 © COPYRIGHT



Inglewood and Alameda

City Plan Commission — November 7, 2024 **REVISED**

REZONING



CASE NUMBER:	PZRZ24-00027
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Viva Property Land LLC
REPRESENTATIVE:	CEA Group
LOCATION:	South of Inglewood Dr. and East of Alameda Ave. (District 7)
PROPERTY AREA:	3.60 acres
REQUEST:	Rezone from M-2/sc (Heavy manufacturing/special contract) to C-4/sc (Commercial/special contract)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of October 31, 2024

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from M-2/sc (Heavy manufacturing/special contract) to C-4/sc (Commercial/special contract) to allow for the use of a retail shopping center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area. The condition is as follows:

1. *Prior to the issuance of certificates of occupancy, sidewalks along Inglewood abutting the subject property must be constructed.*

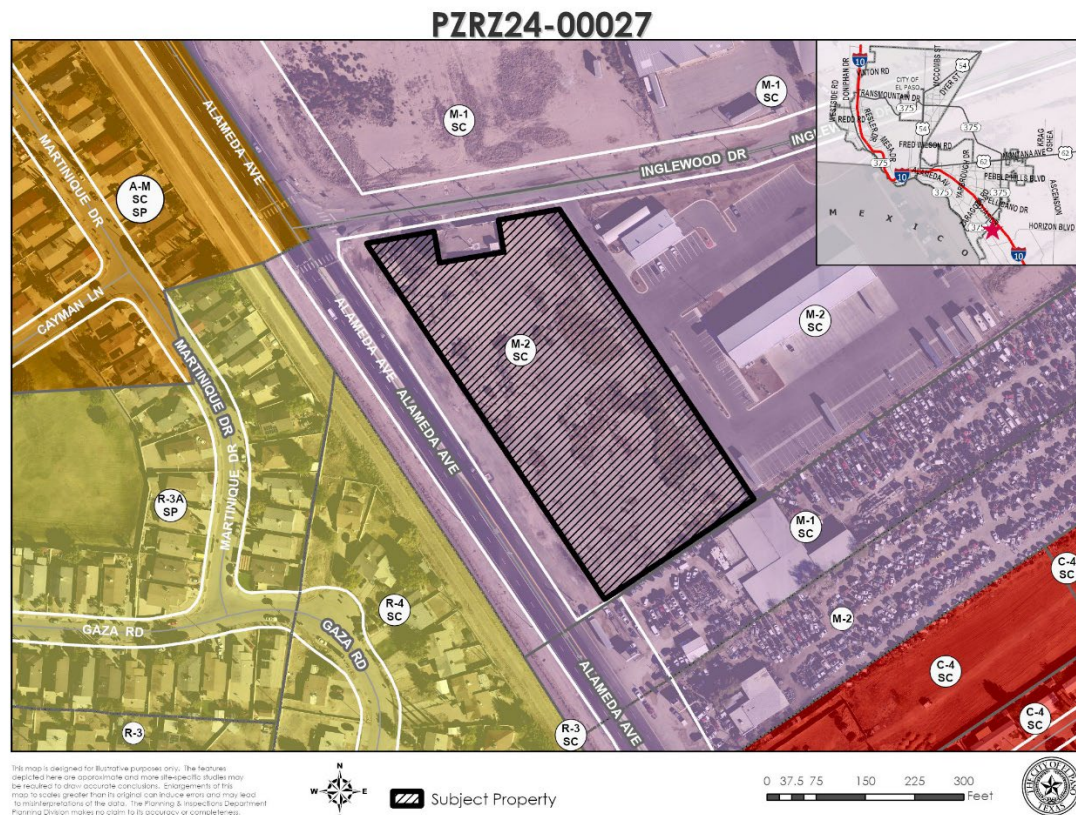


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from M-2/sc (Heavy manufacturing/special contract) to C-4/sc (Commercial/special contract) to allow for a proposed retail shopping center. The subject property is approximately 3.60 acres in size. The conceptual site plan shows a proposed retail shopping center, parking areas, and proposed on-site ponding. Access to the property is proposed from Alameda Avenue and Inglewood Drive.

PREVIOUS CASE HISTORY: On August 16, 1983, the subject property was rezoned to M-2/sc (Heavy manufacturing/special contract). The following condition was imposed via Ordinance No. 7676 (Attachment 3) and summarized as follows:

1. First parties shall, at no cost to the City, construct a six-foot high chain link fence with slats, along the Alameda boundary line. However, such fence shall not exceed 36 inches in height within twenty feet of the intersection of Alameda Avenue and Inglewood Road. Such fence shall be completed within ninety days of final approval of the zoning change by City Council.

Note: Condition has been satisfied.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses within the area. Properties to the north across Inglewood Drive are zone M-1/sc (Light manufacturing/special contract) consisting of vacant land and general warehouses. Properties to the south are zoned M-1/sc (Light manufacturing/special contract) consisting of automotive part sales. Properties to the east are zoned M-2/sc (Heavy manufacturing/special contract) consisting of office warehouses. Properties to the west across Alameda Avenue are zoned R-3A/sp (Residential/special permit), R-4/sc (Residential/special contract), and A-M/sc/sp (Apartment/Mobile Home Park/special contract/special permit) consisting of single-family dwellings and mobile home park. The nearest school is Presa Elementary which is 1.18 miles away and the nearest park is Pavo Real Park which is 0.97 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-7, Industrial and/or Railyards: This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.</p>	<p>Yes. The proposed development is compatible with the G-7, Industrial Future Land Use designation of <i>Plan El Paso</i>. The proposed development is adjacent to other commercial and manufacturing zone districts.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of the district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.</p>	<p>Yes. The proposed C-4 (Commercial) district will provide for the integration of commercial uses with adjacent M-2 (Heavy manufacturing), M-1 (Light manufacturing), C-4 (Commercial), A-M (Apartment/Mobile Home Park), R-4 (Residential), and R-3A (Residential) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property will have access to Alameda Avenue and Inglewood Drive which are designated as a major arterial and collector, respectively under the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield/environmentally sensitive land, or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>This area is in transition within the last 10 years. Properties to the east of the subject property have been rezoned from R-F (Ranch and Farm) to C-4 (Commercial) in 2021 and 2024.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>None. The neighborhood is comprised of general warehouses, office warehouses, automotive part sales, mobile home park, and single-family dwellings.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Alameda Avenue and Inglewood Drive which are classified as a major arterial and a collector, respectively, on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are not currently present along Alameda Avenue and Inglewood Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within two (2) neighborhood associations including the Mission Valley Civic Association and Corridor 20, which were notified of the rezoning by the applicant. Public notices were mailed to property owners within 300 feet on October 24, 2024. As of October 31, 2024, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

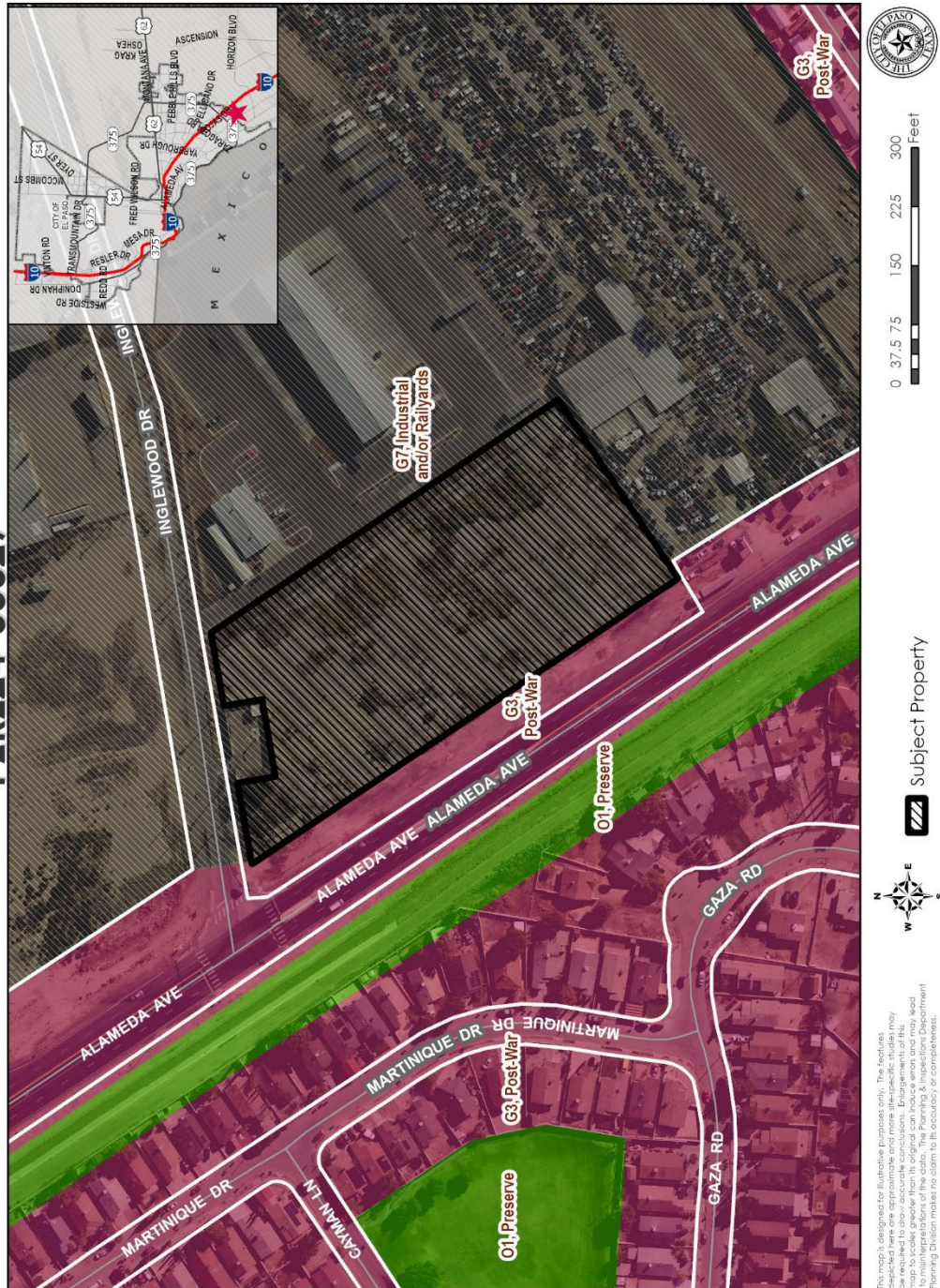
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 7676, dated August 9, 1983
4. Department Comments
5. Neighborhood Notification Boundary Map

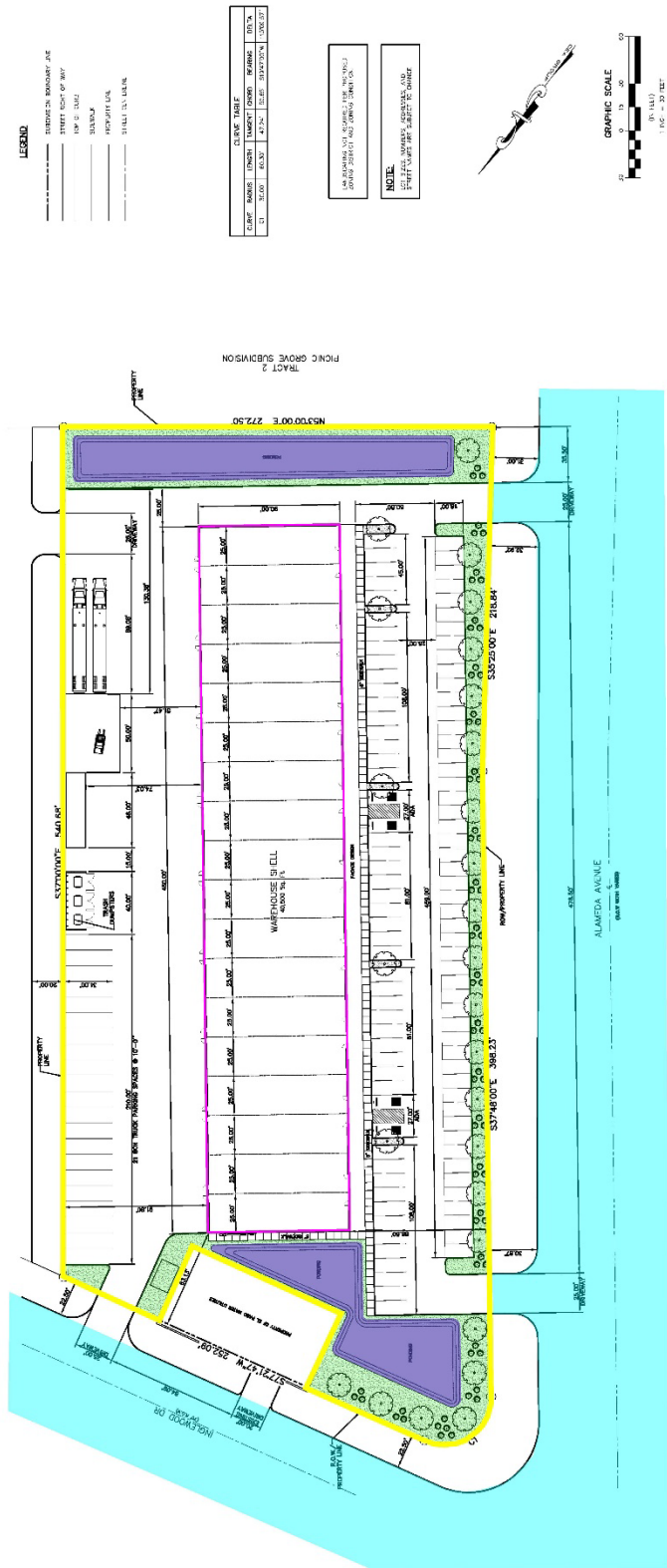
ATTACHMENT 1

PZRZ24-00027



9663 ALAMEDA
SITE PLAN

BEING A PORTION OF TRACT 1,
PICNIC GROVE SUBDIVISION,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING 3.6± ACRES



CONCEPTUAL SITE PLAN

cea
CORP.  www.ceaonline.net
813 N. Kenmore St.
Suite 300
El Paso, TX 79902
915.544.5282
TEXAS REGISTERED ENGINEERING FIRM F-4564

ATTACHMENT 3

7676

AN ORDINANCE CHANGING THE ZONING OF
TRACT 1, PICNIC GROVE SUBDIVISION,
THE PENALTY BEING AS PROVIDED IN
SECTION 25-96 OF THE EL PASO CITY CODE

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

That the zoning of Tract 1, Picnic Grove Subdivision, be
changed to M-2 (Manufacturing) District, within the meaning of the
zoning ordinance and the zoning map of the City be revised accordingly.

PASSED AND APPROVED this 16th day of August, 1983

ATTEST:

W. Huggins
City Clerk

Jonathan W. Rye
Mayor

APPROVED AS TO FORM:

H. Bean
Assistant City Attorney

APPROVED AS TO CONTENT:

Raul Gonzalez
Planning Department

I CERTIFY THAT THE FOLLOWING ZONING MAPS
HAVE BEEN REVISED: C.A.
8-18-83 COUNTER
8-18-83 ORIGINAL
8-18-83 15day Inspection
8-18-83 CONTROL
I certify that the zoning map has been revised to
reflect the amendment of ordinance # 7676
Date 8-18-83
Raul Gonzalez

82-4819
AUG 17 1983
DEPARTMENT
OF PLANNING

7676

Contract dated 8/9/83.

RESOLUTION

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

That the Mayor be authorized to execute a contract with
PEDRO AGUIRRE and wife, ALICIA AGUIRRE, placing certain restrictions,
conditions and covenants on the property being rezoned by Ordinance
No. 7676.

ADOPTED this 16th day of August, 1983.

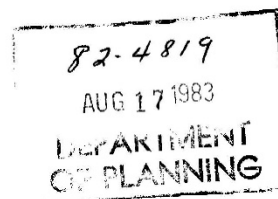
ATTEST:

Jonathan W. Rye
Mayor

W. Rye
City Clerk

APPROVED AS TO FORM:

Howe
Assistant City Attorney



(Contract dated 8/9/83)

THE CITY OF EL PASO

ATTEST:

W. R. Regis
City Clerk

By [Signature]
Mayor

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

APPROVED AS TO CONTENT:

[Signature]
Planning Department

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 9th day
of August, 1983 by PEDRO AGUIRRE and wife, ALICIA
AGUIRRE.

My Commission Expires:
7-12-86

[Signature]
Notary Public, State of Texas

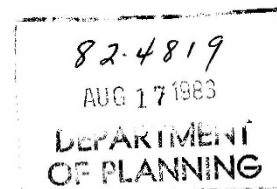
THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 16th day
of August, 1983 by JONATHAN W. ROGERS, as Mayor
of the CITY OF EL PASO.

My Commission Expires:
4/30/88

[Signature]
Notary Public, State of Texas

-2-



CONTRACT

This contract, made this 9th day of August, 1983,
by and between PEDRO AGUIRRE and wife, ALICIA AGUIRRE, First Parties,
and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for rezoning
of Tract 1, Picnic Grove Subdivision, City of El Paso, El Paso County,
Texas. To remove certain objections to such rezoning, First Parties
covenant that if the property is rezoned to M-2 (Manufacturing)
District within the meaning of the zoning ordinance of the City of
El Paso, it shall be subject to the following restrictions, conditions
and covenants:

First Parties shall, at no cost to the City, construct a
six-foot high chain link fence with slats, along the Alameda boundary
line. However, such fence shall not exceed 36 inches in height
within twenty feet of the intersection of Alameda Avenue and
Inglewood Road. Such fence shall be completed within ninety days
of final approval of the zoning change by City Council.

This agreement is a restriction, condition and covenant running
with the land and a charge and servitude thereon, and shall bind
First Parties and their successors in title. Any future conveyance
of the land shall contain these restrictions, conditions and covenants
and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other
legal or equitable remedy. The City Council of the City of El Paso
may release the above restrictions, conditions and covenants in its
discretion without the consent of any third person who may be
benefited thereby.

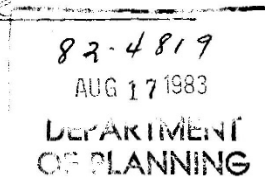
WITNESS the following signatures and seal this 9th day of
August 1983.

Pedro Aguirre
Pedro Aguirre

Alicia Aguirre
Alicia Aguirre

Ord. # 7676
8/16/83.

-1-



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends approval with a condition of the request. The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-7, Industrial and/or Railyard land use designation of Plan El Paso, the City's Comprehensive Plan in the Mission Valley Planning area. The condition is as follows:

1. Prior to the issuance of certificates of occupancy, sidewalks along Alameda and Inglewood abutting the subject property must be constructed, subject to approval from the Texas Department of Transportation.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Recommend approval.

1. Comply with FEMA flood zone CLOMR/LOMR requirements for developing in a flood zone.
Lot is within Flood zone and structures must be elevated or flood proofed one foot above the Base Flood Elevation.
2. Add the current FEMA FIRM flood zone AH information to general notes.
3. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.

Note: Comments will be addressed at the permitting stage.

Fire Department

No comments submitted.

Police Department

No comments submitted.

Environment Services

No comments regarding proposed rezoning.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has the following comments:

- Improve road along Inglewood Dr. adjacent to property of development to city standards
- Coordinate with TXDOT via access on Alameda

Note: Comments will be addressed at the permitting stage.

Sun Metro

Recommend Approval

Comment: If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

All TCPs can be sent to this email. Be advised nearest Sun Metro service route (RTE 60) eastbound on Alameda Ave. with nearest bus stops located approximately 100ft of proposed site.

El Paso Water

EPWater-PSB does not object to this request.

There is an existing 8-inch diameter water main that extends along Alameda Ave., located approximately 7-feet west of the east right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main that extends along Inglewood Dr., located approximately 20-feet south of the north right-of-way line. This main is available for service.

Previous water pressure reading from fire hydrant #5437, located along Inglewood Dr. and approximately 1,000-feet east of Alameda Ave., has yielded a static pressure of 120 (psi), a residual pressure of 110 (psi), and a discharge of 1,342 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer

There is an existing 8-inch/15-inch diameter sanitary sewer main that extends along Inglewood Dr., located approximately 20-feet north of the south right-of-way line. This main is approximately 19-feet deep.

There is an existing 8-inch force main along Inglewood Dr. No direct service connections

General

Alameda Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Alameda Ave. right-of-way requires written permission from TxDOT.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

The proposed ponding areas shown, shall have enough capacity to hold the developed runoff for a designated 100 yr. storm event. Label the ponds as "Private".

El Paso County 911 District

No comments received.

Texas Department of Transportation

TXDOT comment is to remove driveway closest to Inglewood Drive. The required spacing from the intersection is 425 feet and TXDOT can't allow a driveway within this distance. Please revise the layout and resubmit for further review.

Note: Comments will be addressed at the permitting stage.

El Paso County Water Improvement District #1

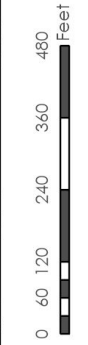
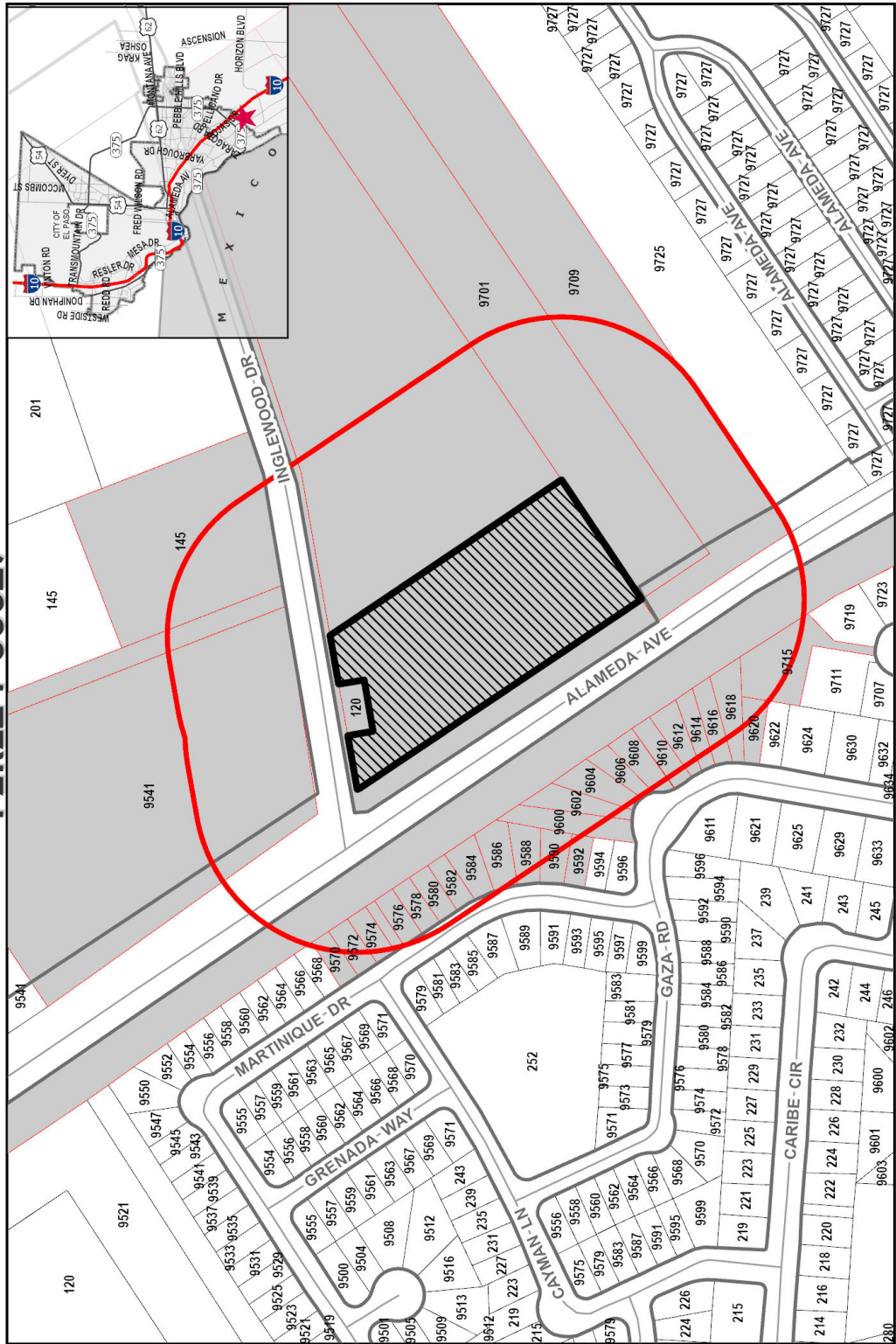
No comments received.

El Paso Electric

We have an existing line within the lot, for a line relocation, the owner can contact our engineering department at (915) 351.4224.

ATTACHMENT 5

PZRZ24-00027



Subject Property
300 Feet Notice Area
Notified Properties



This map is designed for illustrative purposes only. The features depicted here are approximate and more life-specific studies may be required to draw accurate conclusions. Engagements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name

Greg A. Donnie

Business Name

Vive Hannels Land, LLC

Agenda Item Type

Rezoning Application

Relevant Department

Planning and Engineering Department - Planning Division

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒ I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 7/23/24



Legislation Text

File #: 24-1551, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, K. Nicole Cote, (915) 212-1092

Streets and Maintenance, Richard J. Bristol, (915) 212-7000

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city.

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. This change order will increase referenced contract by \$648,750.00 for a total estimated amount not to exceed \$3,243,750.00. This change order will add capacity to the current contract to increased fuel cost through the duration of the contract and while a replacement contract is awarded.

Department: Streets and Maintenance

Award to: Alon Brands, Inc.

City & State: Dallas, TX

Current Contract Estimated Amount: \$2,595,000.00

Change Order Award: \$648,750.00

Total estimated Amount not to Exceed: \$3,243,750.00

Account(s): 532-3600-37020-531240-P3701

Funding Source(s): Internal Service

District(s): All

This was a Low Bid Award - Requirements Contract.

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

AGENDA DATE: November 19, 2024
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
K. Nicole Cote, Managing Director (915) 212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7. Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.5 – Set One Standard for Infrastructure Across the City

SUBJECT:

Request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to Alon Brands, Inc., referencing Contract 2022-0618 Vehicle Offsite Fueling (Re-Bid). This will be a change order to increase the award by \$648,750.00 for a total amount not to exceed \$3,243,750.00

BACKGROUND / DISCUSSION:

This change order will add capacity to the current contract, due to increased fuel cost, for the duration of the contract and while a replacement contract is awarded.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On July 6, 2022 City Council approved the award of 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$4,325,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$648,750.00
Funding Source: Internal Service Fund
Account: 532-3600-37020-531240-P3701

TITLE 2, CHAPTER 2.92, Section 2.92-080 DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS

Purchasing & Strategic Sourcing has provided the opportunity to disclose campaign contributions and donations.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Richard J. Bristol, Streets and Maintenance Director

Project Form
(Change Order)

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

Please place the following item on the Regular Agenda for the City Council of November 19, 2024.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.5 Set one standard for infrastructure across the city

Award Summary:

Discussion and action on the request that the Managing Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2022-0618 Vehicle Offsite Fueling (Re-Bid) to Alon Brands, Inc. This change order will increase referenced contract by \$648,750.00 for a total estimated amount not to exceed \$3,243,750.00. This change order will add capacity to the current contract to increased fuel cost through the duration of the contract and while a replacement contract is awarded.

Department:	Streets and Maintenance
Award to:	Alon Brands, Inc.
City & State:	Dallas, TX
Current Contract Estimated Amount:	\$2,595,000.00
Change Order Award:	\$648,750.00
Total estimated Amount not to Exceed:	\$3,243,750.00
Account(s):	532-3600-37020-531240-P3701
Funding Source(s):	Internal Service
District(s):	All

This was a Low Bid Award – Requirements Contract

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

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- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Tony Miller
Business Name	Alon Brands, Inc., as agent of Southwest Convenience Stores, LLC
Agenda Item Type	Change Order: 2022-0618 Vehicle Offsite Fueling (Re-Bid)
Relevant Department	Streets and Maintenance

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:

DocuSigned by:

Tony Miller

0D3E3A6E5ACF4D7...

 Date: 11/1/2024



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 24-1498, 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 1

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.0208 acres of land located in the Nellie D. Mundy Survey Number 241, City of El Paso, El Paso County, Texas.

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

AGENDA DATE: November 12, 2024
PUBLIC HEARING DATE: November 19, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

An ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.0208 acres of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell 0.0208 acres of land for \$20,289.00 to the Texas Department of Transportation (TXDOT).

The property is located near Artcraft Road and Berringer Street and the proposed future use is for the expansion of Highway 178.

PRIOR COUNCIL ACTION:

July 30, 2024 City Council approved a Possession and Use with the Texas Department of Transportation, to permit early access to the property.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Real Estate

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

Mary Lou Espinoza for

DEPARTMENT HEAD: Richard J. Bristol - Streets and Maintenance Director



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

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, APPROXIMATELY 0.0208 ACRE OF LAND LOCATED IN THE NELLIE D. MUNDY SURVEY NUMBER 241, EL PASO COUNTY, TEXAS.

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project; and

WHEREAS, the Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects; and

WHEREAS, the Texas Department of Transportation (TxDOT) has requested that the City of El Paso convey approximately 0.0208 acre located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a tract of land (calculated 0.8588 acre) dedicated as a public park by map of Artcraft Commercial Unit Two, recorded in Volume 2007, Page 31 of the El Paso County Plat Records, and out of Lot 4, Block 2 of said Artcraft Commercial Unit Two; and

WHEREAS, TxDOT has offered the City of El Paso \$20,289.00, for the purchase of the identified parcel, which is its appraised value; and

WHEREAS, the State of Texas is a governmental entity that has the power of eminent domain; and

WHEREAS, Section 272.001 (b) (5) of the Texas Local Government Code provides that a political subdivision of the State may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and

WHEREAS, the Texas Transportation Code provides that land dedicated as a public park may be conveyed without advertisement, court order, or other action or formality pursuant to Texas Transportation Code § 203.055 (c) which allows a city to convey real property to TXDOT to accomplish TXDOT purposes notwithstanding any law to the contrary; and

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas.

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property to the State of Texas, acting through its Texas Department of Transportation:

Approximately 0.0208 acre (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a tract of land (calculated 0.8588 acre) dedicated as a public park by map of Arcraft Commercial Unit Two, recorded in Volume 2007, Page 31 (Document Number 20070026174) of the El Paso County Plat Records (E.P.C.P.R.), and out of Lot 4, Block 2 of said Arcraft Commercial Unit Two, said 0.0208 acres of land.

ADOPTED this ____ day of _____, 2024.

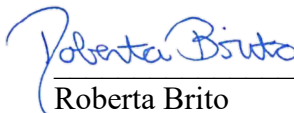
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

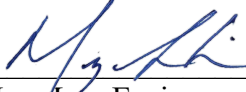
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



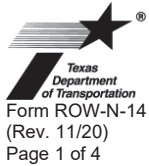
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

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.



DEED

TxDOT ROW CSJ: 3592-01-012

TxDOT Parcel ID.: P00062272.001

Grantor(s), whether one or more:

City of El Paso, Texas

Grantor's Mailing Address (including county):

300 North Campbell Street
El Paso, TX 79901
(El Paso County)

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
(Travis County)

Consideration:

The sum of Twenty Thousand Two Hundred Eighty-Nine and no/100 Dollars (\$20,289.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit:

<u>IMPROVEMENT</u>	<u>RETENTION VALUE</u>
N/A	N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A days after closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s

successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

City of El Paso, Texas:

By: _____
Dionne L. Mack, City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza, Capital Assets
Manager

Acknowledgment

State of Texas

County of _____:

This instrument was acknowledged before me on _____ by Dionne L. Mack, as City Manager of the City of El Paso, a Texas home rule city, on behalf of said city. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:

Halff Associates, Inc.

Attn: Lorena Corpus

5000 W. Military Hwy Suite 100

McAllen, TX 78503

COUNTY: El Paso
 HIGHWAY: SH 178
 LIMITS: From New Mexico and Texas State Line to IH 10
 PROJECT ID: R00005569
 RCSJ: 3592-01-012
 CCSJ: 3592-01-009

Property Description for Parcel P00062272.001

Being 0.0208 acres (908 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a tract of land (calculated 0.8588 acre) dedicated as a public park by map of Artcraft Commercial Unit Two, recorded in Volume 2007, Page 31 (Document Number 20070026174) of the El Paso County Plat Records (E.P.C.P.R.), and out of Lot 4, Block 2 of said Artcraft Commercial Unit Two, said 0.0208 acres of land being more particularly described as follows:

COMMENCING at a found 1/2-inch iron rod for an angle point on the east line of said public park, an angle point on the east line of said Lot 4, an angle point on the west line of a tract of land described in deed to Tundra Properties, LLC, recorded in Document Number 20210102269 of the Official Public Records of Real Property of El Paso County (O.P.R.R.P.E.P.C.), executed October 20, 2021, and an angle point on the west line of Lot 2, Block 2 of said Artcraft Commercial Unit Two;

THENCE, South 02°33'32" West, along the east line of said public park, the east line of said Lot 4, the west line of said Tundra Properties, LLC tract and the west line of said Lot 2, a distance of 24.76 feet to a 5/8 inch iron rod with TXDOT aluminum cap, set, for the **POINT OF BEGINNING** (N=10,705,566.95, E=356,903.16) and the northeast corner of the herein described parcel, being on the proposed north right of way line of SH 178, located 125.32 feet left of SH 178 Proposed Centerline Station 257+30.53;

1. **THENCE**, South 02°33'32" West, continuing along the east line of said public park, the east line of said Lot 4, the west line of said Tundra Properties, LLC tract and the west line of said Lot 2, a distance of 60.59 feet to a point for the southeast corner of said public park, the southeast corner of said Lot 4, the southwest corner of said Tundra Properties, LLC tract, the southwest corner of said Lot 2 and the southeast corner of the herein described parcel, being on the existing north right of way line of SH 178 (Artcraft Road) (width varies) described in deed to the State of Texas, recorded in Volume 3195, Page 1455, Volume 3299, Page 793 and Volume 3299, Page 762 O.P.R.R.P.E.P.C. and in deed to The County of El Paso, recorded in Volume 1607, Page 609 of the El Paso County Deed Records (E.P.C.D.R.);
2. **THENCE**, South 81°28'47" West, along the existing north right of way line of said SH 178, a distance of 15.28 feet to a point for the southwest corner of said public park, the southwest corner of said Lot 4, the southeast corner a called 3.9021 acre tract of land described in deed to Canutillo Independent School District, recorded in Document Number 20060032620 O.P.R.R.P.E.P.C., effective April 06, 2006 and the southwest corner of the herein described parcel;

3. **THENCE**, North 02°33'32" East, along the west line of said public park, the west line of said Lot 4, and the east line of said Canutillo Independent School District tract, a distance of 60.46 feet to a 5/8 inch iron rod with TXDOT aluminum cap, set, for the northwest corner of the herein described parcel, being on the proposed north right of way line of SH 178, located 124.96 feet left of SH 178 Proposed Centerline Station 257+15.23.
4. **THENCE**, North 80°59'24" East, along the proposed north right of way line of SH 178, a distance of 15.31 feet to the **POINT OF BEGINNING** and containing 0.0208 acres (908 square feet) of land;

Bearings and coordinates are referenced to the Texas Coordinate System of 1983, NAD83 (2011 Adj., Epoch 2010), Central Zone (4203), and the TXDOT RTN Mount point NAD83 (2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.00023100 (Surface / 1.00023100 = State Plane).

The unit of measure is the U.S. Survey Foot.

Field Surveys were performed March, 2022 through July, 2022.

Research was performed February, 2022 through March, 2022.

A parcel plat of even date was prepared in conjunction with this property description.

Survey Date: July 21, 2022

Access will be permitted to the remainder abutting the highway facility.

I, Adam N. Diehl, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

10/16/2023



Adam N. Diehl

Adam N. Diehl
Registered Professional Land Surveyor
Number 6346

LANDTECH

2525 North Loop West, Suite 300

Houston, Texas 77008

T: 713-861-7068

F: 713-861-4131

www.landtech-inc.com

TBPELS Reg No. 10019100 Houston

TBPELS Reg. No. 10019101 El Paso

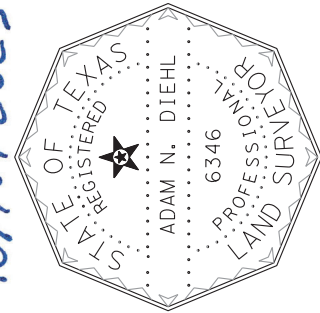
LEGEND

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- PROPOSED TEMPORARY EASEMENT
- PROPERTY LINE
- SURVEY LINE
- FENCE LINE
- O.P.R.P.E.P.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
- E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
- E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
- E.P.E. CO. - EL PASO ELECTRIC COMPANY
- E.P.C.W.I.D. - EL PASO COUNTY WATER IMPROVEMENT DISTRICT
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- B.L. - BUILDING LINE
- I.R. - IRON ROD
- I.P. - IRON PIPE
- SET TXDOT TYPE II MONUMENT (UNLESS OTHERWISE NOTED)
- SET 5/8" I.R. W/TXDOT ALUM CAP (UNLESS OTHERWISE NOTED)
- ◎ PROPERTY CORNER (FOUND AS NOTED)
- └ LAND HOOK (DENOTES COMMON OWNER)

NOTES

- ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83 2011 ADJ., EPOCH 2010), CENTRAL ZONE (4203) AND BASED ON TXDOT RTN MOUNT POINT NAD83-(2010)-WEST-VRS-RTCM. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO STATE PLANE BY DIVIDING BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.000231.
- THE UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
- FIELD SURVEYS WERE PERFORMED MARCH, 2022 THROUGH JULY, 2022.
- DEED RESEARCH PERFORMED FEBRUARY, 2022 THROUGH MARCH, 2022
- SURVEY LINES SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST EVIDENCE AVAILABLE.
- EASEMENTS AND OTHER MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.
- CONTROL PROVIDED BY TXDOT.
- A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
- ACCESS WILL BE PERMITTED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY.

10/16/2023



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Adam N. Diehl

ADAM N. DIEHL
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6346
SEPTEMBER, 2023

NELLIE D. MUNDY SURVEY No. 241

BORDERLAND ROAD
EXISTING ROW

PUBLIC PARK
VOL. 2007, PG. 31
(DOC. NO. 20070026174)
E.P.C.P.R.
(CALC. 0.8588 ACRE)

P00062272.001
0.0208 ACRES
(908 SQ. FT.)

SH 178
(ARTCRAFT ROAD)

PARENT TRACT INSET FOR
PARCEL P00062272.001

N. T. S.

AREA TABLE (ACRES)		
EXISTING AC.	TAKING AC. / S.F.	REMAINDER AC.
0.8588	0.0208 908	0.8380



LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPPLS Registration No. 10019100

PARCEL PLAT

SHOWING
P00062272.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023
PAGE 3 OF 4 SCALE: N.T.S.



Legislation Text

File #: 24-1501, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 1

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

AGENDA LANGUAGE:

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

An Ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.5069 acres of land located in the Nellie D. Mundy Survey Number 241, City of El Paso, El Paso County, Texas.

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

AGENDA DATE: November 12, 2024
PUBLIC HEARING DATE: November 19, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mary Lou Espinoza, Capital Assets Manager,
(915) 867-2629

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL: No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: No. 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

An ordinance authorizing the City of El Paso to sell to the State of Texas, acting by and through the Texas Department of Transportation, approximately 0.5069 acres of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell 0.5069 acres of land for \$326,781.00 to the Texas Department of Transportation (TXDOT).

The property is located near North Desert Boulevard and Paseo Del Norte Boulevard and the proposed use is for the expansion of I-10.

PRIOR COUNCIL ACTION:

July 2, 2024 City Council approved a Possession and Use with the State of Texas, acting by and through the Texas Department of Transportation, to permit early access to the property.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? x YES NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Real Estate

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

DEPARTMENT HEAD: Richard J. Bristol - Streets and Maintenance Director

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



Streets & Maintenance – Real Estate

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Dr. Josh Acevedo

District 3

Cassandra Hernandez

District 4

Joe Molinar

District 5

Isabel Salcido

District 6

Art Fierro

District 7

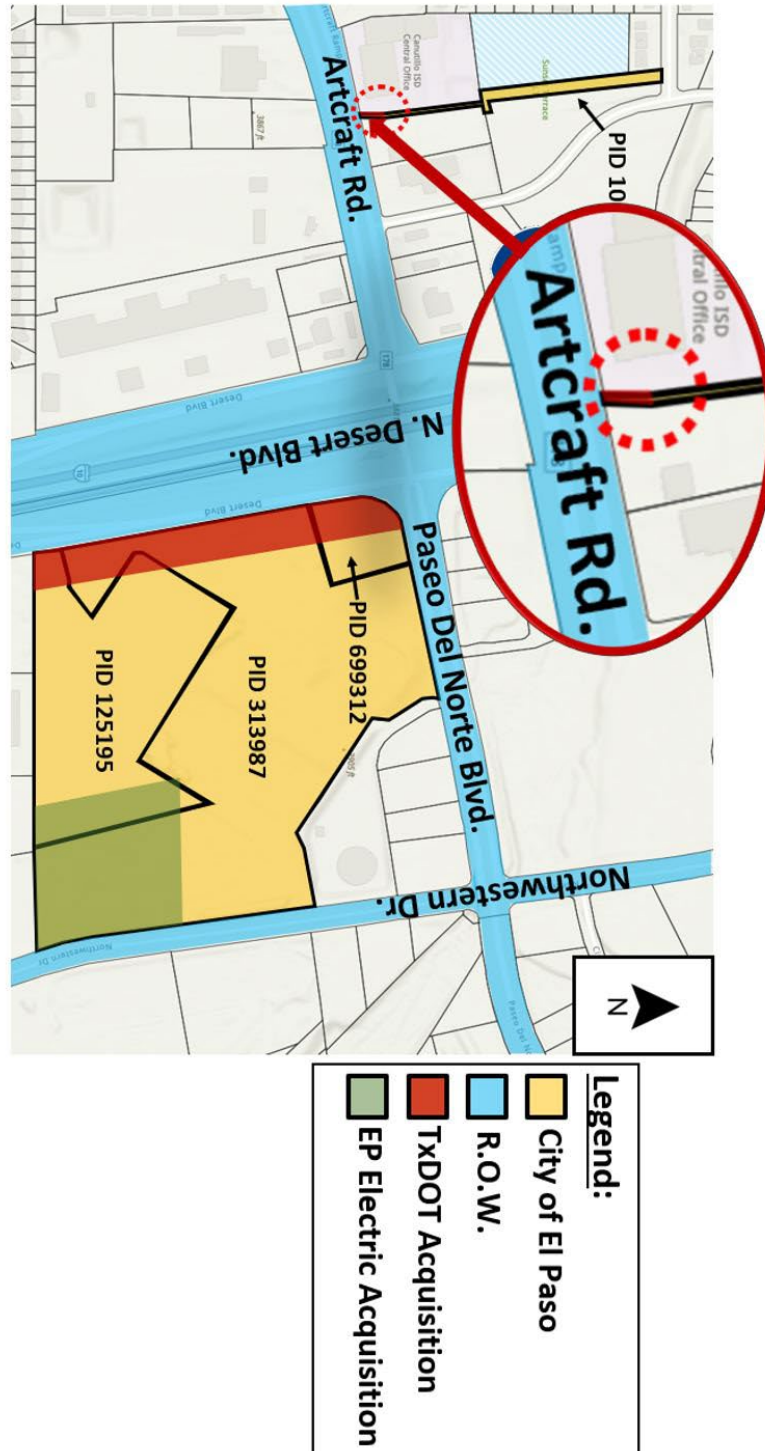
Henry Rivera

District 8

Chris Canales

CITY MANAGER

Dionne Mack



Eleanor Smyth, P.E. – Chief Transit & Field Operations Officer
7968 San Paulo El Paso TX 79907 • 915.212.1783 • www.ElPasoTexas.gov

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF EL PASO TO SELL TO THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, APPROXIMATELY 0.5069 ACRES OF LAND LOCATED IN THE NELLIE D. MUNDY SURVEY NUMBER 241, EL PASO COUNTY, TEXAS.

WHEREAS, the Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project; and

WHEREAS, the Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects; and

WHEREAS, the Texas Department of Transportation (TxDOT) has requested that the City of El Paso convey approximately 0.5069 acres of land generally situated in the Nellie D. Mundy survey number 241, El Paso County, Texas, adjacent to the existing State Highway 178 (Arcraft Road), to TxDOT to be included in a highway construction project for State Highway 178; and

WHEREAS, TxDOT has offered the City of El Paso \$326,781.00, for the purchase of the identified parcel, which is its appraised value; and

WHEREAS, the State of Texas is a governmental entity that has the power of eminent domain; and

WHEREAS, Section 272.001 (b) (5) of the Texas Local Government Code provides that a political subdivision of the State may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas.

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property to the State of Texas, acting through its Texas Department of Transportation:

Approximately 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a called 1.848

acre tract of land described in deed from Scarborough ELP Development, LLC to City of El Paso, Texas, recorded in Document Number 20200026007 of the Official Public Records of Real Property of El Paso County (O.P.R.R.P.E.P.C.), executed March 30, 2020, a called 43.595 acre tract of land described in deed from FSW Investments, L.P. to City of El Paso, Texas. recorded in Document Number 20200026008 O.P.R.R.P.E.P.C., executed March 30, 2020, and Lot 1, Block 1, El Paso West, recorded in Volume 57, Page 5 of the El Paso County Plat Records (E.P.C.P.R.).

ADOPTED this ____ day of _____, 2024.

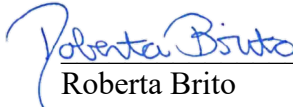
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



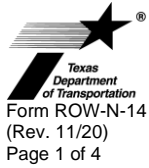
Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

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.



DEED

TxDOT ROW CSJ: 3592-01-012

TxDOT Parcel ID.: P00066683.001

Grantor(s), whether one or more:

City of El Paso, Texas

Grantor's Mailing Address (including county):

300 North Campbell Street
El Paso, TX 79901
(El Paso County)

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):

Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701
(Travis County)

Consideration:

The sum of Three Hundred Twenty-Six Thousand Seven Hundred Eighty-One and no/100 Dollars (\$326,781.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit:

IMPROVEMENT
N/A

RETENTION VALUE
N/A

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A days after closing, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee’s

successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

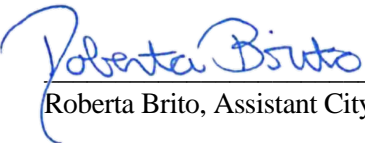
EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

City of El Paso, Texas:

By: _____
Dionne L. Mack, City Manager

Approval as to Form:



Roberta Brito, Assistant City Attorney

Approval as to Content:



Mary Lou Espinoza, Capital Assets Manager

Acknowledgment

State of Texas

County of _____:

This instrument was acknowledged before me on _____ by Dionne L. Mack, as City Manager of the City of El Paso, a Texas home rule city, on behalf of said city. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

AFTER RECORDING, RETURN TO:

Halff Associates, Inc.

Attn: Lorena Corpus

5000 W. Military Hwy Suite 100

McAllen, TX 78503

EXHIBIT "A"

September, 2023
P00066683.001
Page 1 of 9

COUNTY: El Paso
HIGHWAY: SH 178
LIMITS: From New Mexico and Texas State Line to IH 10
PROJECT ID: R00005569
RCSJ: 3592-01-012
CCSJ: 3592-01-009

Property Description for Parcel P00066683.001

Being 0.5069 acres (22,078 square feet) of land located in the Nellie D. Mundy Survey Number 241, El Paso County, Texas, being out of a called 1.848 acre tract of land described in deed from Scarborough ELP Development, LLC to City of El Paso, Texas, recorded in Document Number 20200026007 of the Official Public Records of Real Property of El Paso County (O.P.R.R.P.E.P.C.), executed March 30, 2020, a called 43.594 acre tract of land described in deed from FSW Investments, L.P. to City of El Paso, Texas, recorded in Document Number 20200026008 O.P.R.R.P.E.P.C., executed March 30, 2020, and Lot 1, Block 1, El Paso West, recorded in Volume 57, Page 5 of the El Paso County Plat Records (E.P.C.P.R.), said 0.5069 acres of land being more particularly described as follows:

COMMENCING at a found 1/2 inch iron rod with a cap stamped "TX 6085" for the northeast corner of a called 16.531 acre tract of land described in deed to Dick Poe Family Limited Partnership, recorded in Document Number 20070086495 O.P.R.R.P.E.P.C., executed September 06, 2007, the northwest corner of Lot 7, Block 1, El Paso West Unit Two, Replat A, recorded in Volume 65, Page 19 E.P.C.P.R., being on the south line of said City of El Paso, Texas tract and the south line of said Lot 1;

THENCE, North 86°44'10" West, along the south line of said City of El Paso, Texas tract, the south line of said Lot 1 and the north line of said Dick Poe Family Limited Partnership tract, a distance of 446.03 feet to a TXDOT Type II monument, set, for the **POINT OF BEGINNING** (N=10,704,224.18, E=358,511.54) and the southeast corner of the herein described parcel, being on the proposed east right of way line of SH 178, located 1,419.45 feet right of SH 178 Proposed Centerline Station 271+46.02;

1. **THENCE**, North $86^{\circ}44'10''$ West, continuing along the south line of said City of El Paso, Texas tract, the south line of said Lot 1 and the north line of said Dick Poe Family Limited Partnership tract, a distance of 16.96 feet to a found 5/8 inch iron rod with a cap stamped "RPLS 4178" for the southwest corner of said City of El Paso, Texas tract, the southwest corner of said Lot 1, the northwest corner of said Dick Poe Family Limited Partnership tract and the southwest corner of the herein described parcel, being on the existing east right of way line of Interstate Highway 10 (IH 10) (width varies) described in deed to The State of Texas, recorded in Volume 1320, Page 231, Volume 1320, Page 233, Volume 1320, Page 251 and Volume 1536, Page 475 of the El Paso County Deed Records (E.P.C.D.R.);
2. **THENCE**, North $06^{\circ}50'12''$ West, along the existing east right of way line of said IH 10, passing at a distance of 1,035.02 feet a found 5/8 inch iron rod with a cap stamped "RPLS 4178", continuing for a total distance of 1,204.65 feet to a found 5/8 inch iron rod with a cap stamped "RPLS 4178" for the beginning of a non-tangent curve to the right whose center bears North $83^{\circ}09'48''$ East;
3. **THENCE**, in a northeasterly direction, continuing along the existing east right of way line of said IH 10 and along said non-tangent curve to the right, having a radius of 135.00 feet, an arc length of 98.11 feet, a central angle of $41^{\circ}38'14''$, and a chord which bears North $13^{\circ}58'55''$ East, 95.96 feet to a TXDOT Type II monument, set, for the north corner of the herein described parcel, the end of said non-tangent curve and the beginning of a non-tangent curve to the left whose center bears South $63^{\circ}56'16''$ East, being on the proposed east right of way line of SH, located 122.51 feet right of SH 178 Proposed Centerline Station 271+81.70;
4. **THENCE**, in a southerly direction, along the proposed east right of way line of SH 178 and along said non-tangent curve to the left, having a radius of 100.00 feet, an arc length of 58.09 feet, a central angle of $33^{\circ}16'55''$, and a chord which bears South $09^{\circ}25'16''$ West, 57.27 feet to a TXDOT Type II monument, set, for the end of said non-tangent curve, located 177.26 feet right of SH 178 Proposed Centerline Station 271+64.89;
5. **THENCE**, South $07^{\circ}13'18''$ East, continuing along the proposed east right of way line of SH 178, a distance of 231.35 feet to a TXDOT Type II monument, set, for an angle point on the east line of the herein described parcel, located 408.60 feet right of SH 178 Proposed Centerline Station 271+63.19;
6. **THENCE**, South $06^{\circ}20'15''$ East, continuing along the proposed east right of way line of SH 178, a distance of 315.68 feet to a TXDOT Type II monument, set, for an angle point on the east line of the herein described parcel, located 724.20 feet right of SH 178 Proposed Centerline Station 271+55.99;

7. **THENCE**, South 06°49'19" East, continuing along the proposed east right of way line of SH 178, a distance of 695.32 feet to the **POINT OF BEGINNING** and containing 0.5069 acres (22,078 square feet) of land.

Bearings and coordinates are referenced to the Texas Coordinate System of 1983, NAD83 (2011 Adj., Epoch 2010), Central Zone (4203), and the TXDOT RTN Mount point NAD83 (2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.00023100 (Surface / 1.00023100 = State Plane).

The unit of measure is the U.S. Survey Foot.

Field Surveys were performed March, 2022 through July, 2022.

Research was performed February, 2022 through March, 2022.

A parcel plat of even date was prepared in conjunction with this property description.

Survey Date: July 21, 2022

Access will be permitted to the remainder abutting the highway facility.

I, Adam N. Diehl, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

10/16/2023



Adam N. Diehl

Adam N. Diehl
Registered Professional Land Surveyor
Number 6346

LANDTECH

2525 North Loop West, Suite 300

Houston, Texas 77008

T: 713-861-7068

F: 713-861-4131

www.landtech-inc.com

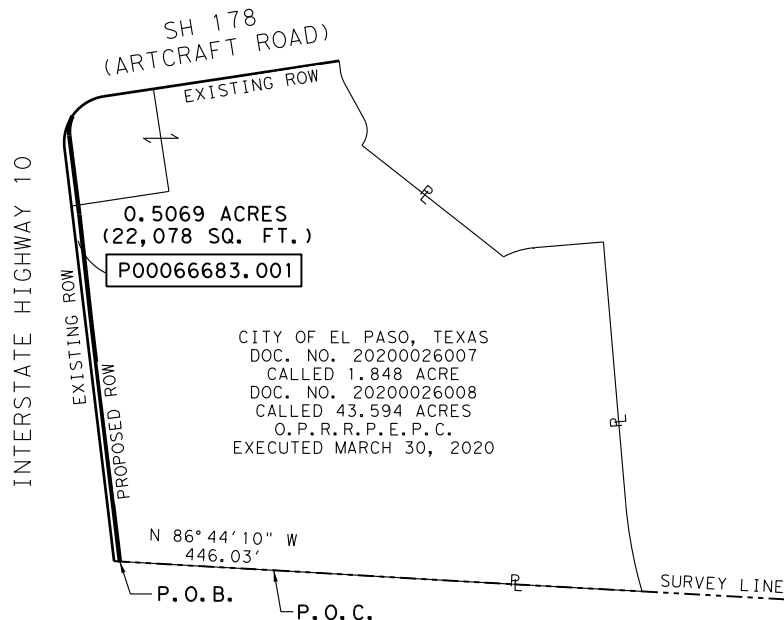
TBPELS Reg No. 10019100 Houston

TBPELS Reg. No. 10019101 El Paso

LEGEND

- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- - - - - PROPOSED TEMPORARY EASEMENT
- P ——— PROPERTY LINE
- - - - - SURVEY LINE
- x — x — FENCE LINE
- O.P.R.R.P.E.P.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
- E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
- E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
- E.P.E. CO. - EL PASO ELECTRIC COMPANY
- E.P.C.W.I.D. - EL PASO COUNTY WATER IMPROVEMENT DISTRICT
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- B.L. - BUILDING LINE
- I.R. - IRON ROD
- I.P. - IRON PIPE
- SET TXDOT TYPE II MONUMENT (UNLESS OTHERWISE NOTED)
- SET 5/8" I.R. W/TXDOT ALUM CAP (UNLESS OTHERWISE NOTED)
- ⊙ PROPERTY CORNER (FOUND AS NOTED)
- ↑ LAND HOOK (DENOTES COMMON OWNER)

NELLIE D. MUNDY SURVEY No. 241



W.H. LENOX SURVEY No. 432

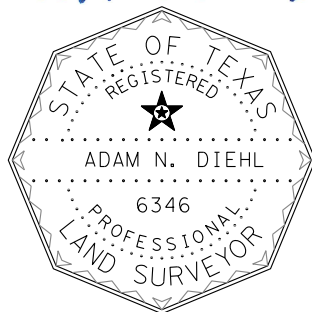
PARENT TRACT INSET FOR
PARCEL P00066683.001

N. T. S.

NOTES

1. ALL BEARINGS AND COORDINATES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83 2011 ADJ., EPOCH 2010), CENTRAL ZONE (4203) AND BASED ON TXDOT RTN MOUNT POINT NAD83-(2010)-WEST-VRS-RTCM. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE VALUES AND MAY BE CONVERTED TO STATE PLANE BY DIVIDING BY THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.000231.
2. THE UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
3. FIELD SURVEYS WERE PERFORMED MARCH, 2022 THROUGH JULY, 2022.
4. DEED RESEARCH PERFORMED FEBRUARY, 2022 THROUGH MARCH, 2022
5. SURVEY LINES SHOWN ARE APPROXIMATE AND ARE BASED ON THE BEST EVIDENCE AVAILABLE.
6. EASEMENTS AND OTHER MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN.
7. CONTROL PROVIDED BY TXDOT.
8. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
9. ACCESS WILL BE PERMITTED TO THE REMAINDER ABUTTING THE HIGHWAY FACILITY.

10/16/2023



I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PARCEL PLAT REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

Adam N. Diehl

ADAM N. DIEHL SEPTEMBER, 2023
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6346

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC. /S.F.	REMAINDER AC.	
		LEFT	RIGHT
45.442	0.5069 22,078		44.9351

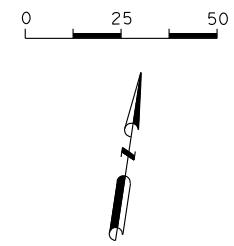
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Texas
Department
of Transportation

LANDTECH
surveying

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Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023
PAGE 4 OF 9 SCALE: N. T. S.



MATCH LINE SHEET 6

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

EXISTING ROW 1,035.02'
20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.
PROPOSED ROW
S 06°49'19" E 695.32'

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

FND. TYPE I CONC. MON.
FND. TYPE I CONC. MON. (BROKEN)
FND. 5/8" IR w/CAP STAMPED "RPLS 4178"

P.O.B.
N=10,704,224.18
E=358,511.54
STA. 271+46.02
OFF. 1,419.45' RT

DICK POE FAMILY LIMITED PARTNERSHIP
DOC. NO. 20070086495
O.P.R.R.P.E.P.C.
EXECUTED SEPTEMBER 06, 2007
CALLED 16.531 ACRES

W.H. LENOX
SURVEY No. 432

NELLIE D. MUNDY
SURVEY No. 241


EL PASO WEST UNIT TWO
REPLAT A
VOL. 65, PG. 19
E.P.C.P.R.

P.O.C.
FND. 1/2" IR w/CAP
STAMPED "TX 6085"

10' WIDE OVERHEAD UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

5' WIDE UTILITY EASEMENT
VOL. 65, PG. 19
E.P.C.P.R.

LINE DATA		
LINE	BEARING	LENGTH
L1	N 86°44'10" W	16.96'



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PARCEL PLAT
SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 5 OF 9
SCALE: 1"=50'

0 25 50



MATCH LINE SHEET 7

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

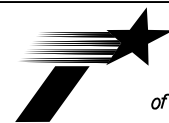
NELLIE D. MUNDY
SURVEY No. 241

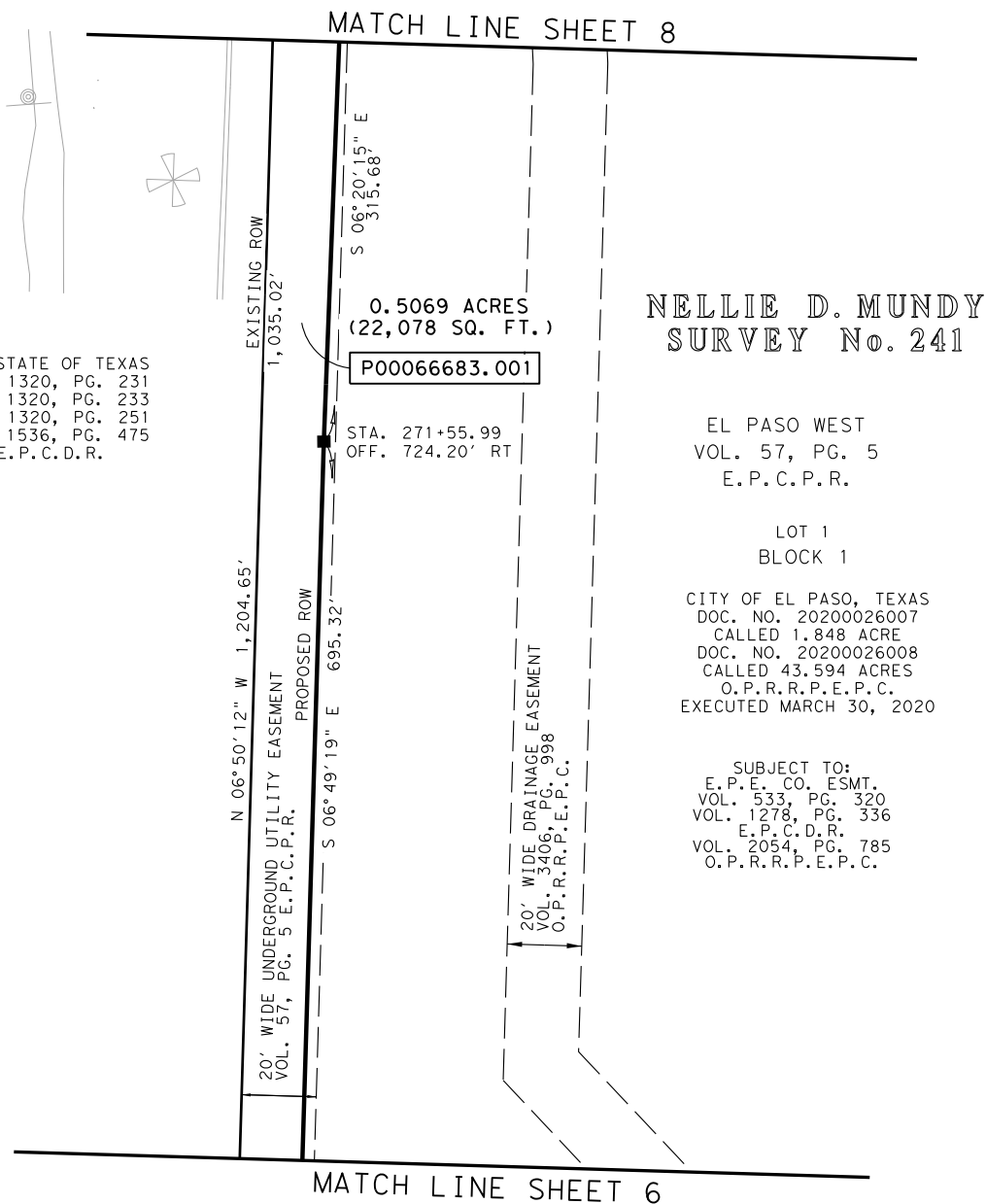
SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

N 06° 50' 12" W 1,204.65' EXISTING ROW
20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.
PROPOSED ROW
S 06° 49' 19" E 695.32'

MATCH LINE SHEET 5

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LANDTECH SURVEYING 2525 North Loop West, Suite 300, Houston, Texas 77008 T: 713-861-7068 F: 713-861-4131 TBPELS Registration No. 10019100	
PARCEL PLAT SHOWING P00066683.001 SH 178 (ARTCRAFT ROAD) EL PASO COUNTY C.C.S.J. NO. 3592-01-009 R.C.S.J. NO. 3592-01-012 SEPTEMBER, 2023 PAGE 6 OF 9 SCALE: 1"=50'	



THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.


NELLIE D. MUNDY
SURVEY No. 241

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
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EXECUTED MARCH 30, 2020

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PARCEL PLAT
SHOWING
P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023
PAGE 7 OF 9 SCALE: 1"=50'

INTERSTATE HIGHWAY 10
(WIDTH VARIES)

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

EXISTING ROW
1,035.02'

N 06°50'12" W 1,204.65'
20' WIDE UNDERGROUND UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

MATCH LINE SHEET 9

169.63'

PROPOSED ROW

S 06°20'15" E 315.68'

S 07°13'18" E
231.35'

STA. 271+63.19
OFF. 408.60' RT

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

0.5069 ACRES
(22,078 SQ. FT.)

P00066683.001

MATCH LINE SHEET 7

NELLIE D. MUNDY SURVEY No. 241

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

0 25 50



FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

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PARCEL PLAT SHOWING

P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 8 OF 9

SCALE: 1"=50'

NELLIE D. MUNDY SURVEY No. 241

0 25 50

PROPOSED BASELINE SH 178
N 82° 21' 23" E 2,127.27' 275+00

SH 178 (ARTCRAFT ROAD)
(WIDTH VARIES)

THE STATE OF TEXAS
VOL. 3195, PG. 1460
O.P.R.R.P.E.P.C.
VOL. 57, PG. 5
E.P.C.P.R.

EXISTING ROW

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

FND. 5/8" IR w/CAP
STAMPED "RPLS 4178"

THE STATE OF TEXAS
VOL. 1320, PG. 231
VOL. 1320, PG. 233
VOL. 1320, PG. 251
VOL. 1536, PG. 475
E.P.C.D.R.

P00066683.001

0.5069 ACRES
(22,078 SQ. FT.)

FND. 5/8" IR
w/CAP STAMPED
"RPLS 4178"

N 06° 50' 12" W 1,204.65'
20' WIDE UNDERGROUND
UTILITY EASEMENT
VOL. 57, PG. 5 E.P.C.P.R.

PROPOSED ROW
S 07° 13' 18" E 231.35'

20' WIDE DRAINAGE EASEMENT
VOL. 3406, PG. 998
O.P.R.R.P.E.P.C.

EL PASO WEST
VOL. 57, PG. 5
E.P.C.P.R.

LOT 1
BLOCK 1

CITY OF EL PASO, TEXAS
DOC. NO. 20200026007
CALLED 1.848 ACRE
DOC. NO. 20200026008
CALLED 43.594 ACRES
O.P.R.R.P.E.P.C.
EXECUTED MARCH 30, 2020

SUBJECT TO:
E.P.E. CO. ESMT.
VOL. 533, PG. 320
VOL. 1278, PG. 336
E.P.C.D.R.
VOL. 2054, PG. 785
O.P.R.R.P.E.P.C.

STATION/OFFSET DATA		
POINT	STATION	OFFSET
S1	271+64.89	177.26' RT
S2	271+81.70	122.51' RT

CURVE DATA				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	41° 38' 14"	135.00'	98.11'	N 13° 58' 55" E 95.96'
C2	33° 16' 55"	100.00'	58.09'	S 09° 25' 16" W 57.27'

MATCH LINE SHEET 8



LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING

P00066683.001
SH 178 (ARTCRAFT ROAD)
EL PASO COUNTY
C.C.S.J. NO. 3592-01-009
R.C.S.J. NO. 3592-01-012
SEPTEMBER, 2023

PAGE 9 OF 9 SCALE: 1"=50'



Legislation Text

File #: 24-1506, **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

Human Resources, Mary L. Wiggins, (915) 212-1267

AGENDA LANGUAGE:

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

An Ordinance amending Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), to amend the following: Section 2.64.030 (Board of Trustees-Membership) to create Subsection (D) regarding advocating for candidates in trustee elections; Section 2.64.190A (Contributions) to delete obsolete language; Subsection 2.64.200(B) to add language clarifying and defining "Preceding Retirement" under Section 2.64.200(B)(2) and create Subsection 2.64.200(B)(5) to define "Pensionable Gross Contributions"; Section 2.64.205(A)(3)(B) (Proportionate Retirement Benefits), to clarify years that apply for pension credit; Section 2.64.210, Subsection 2.64.210A, Subsection 2.64.210B, Subsection 2.64.210C(1), and Subsection 2.64.210E (Disability Pensions), Subsection 2.64.210C(3) and Subsection 2.64.210C(5) to define and clarify pension for employees who become disabled; and Section 2.64.230 (Death Benefits of Widows and Children) to add new Section (M) regarding proof of incapacitation.

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

DEPARTMENT: Human Resources

AGENDA DATE: November 12, 2024

PUBLIC HEARING DATE: November 19, 2024

CONTACT PERSON NAME AND PHONE NUMBER:

Mary L. Wiggins, Chief Human Resources Officer (915) 212-1267

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6 – Set the standard for sound governance and fiscal management.

SUBGOAL: 6.2 – Implement employee benefits and services that promote financial security.

SUBJECT: Discussion on an ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.64 (CITY EMPLOYEES' PENSION FUND), TO AMEND THE FOLLOWING: SECTION 2.64.030 (BOARD OF TRUSTEES-MEMBERSHIP) TO CREATE SUBSECTION (D) REGARDING ADVOCATING FOR CANDIDATES IN TRUSTEE ELECTIONS; SECTION 2.64.190A (CONTRIBUTIONS) TO DELETE OBSOLETE LANGUAGE; SUBSECTION 2.64.200(B) TO ADD LANGUAGE CLARIFYING AND DEFINING "PRECEDING RETIREMENT" UNDER SECTION 2.64.200(B)(2) AND CREATE SUBSECTION 2.64.200(B)(5) TO DEFINE "PENSIONABLE GROSS CONTRIBUTIONS"; SECTION 2.64.205(A)(3)(b) (PROPORTIONATE RETIREMENT BENEFITS), TO CLARIFY YEARS THAT APPLY FOR PENSION CREDIT; SECTION 2.64.210, SUBSECTION 2.64.210A, SUBSECTION 2.64.210B, SUBSECTION 2.64.210C(1), AND SUBSECTION 2.64.210E (DISABILITY PENSIONS), SUBSECTION 2.64.210C(3) AND SUBSECTION 2.64.210C(5) TO DEFINE AND CLARIFY PENSION FOR EMPLOYEES WHO BECOME DISABLED; AND SECTION 2.64.230 (DEATH BENEFITS OF WIDOWS AND CHILDREN) TO ADD NEW SECTION (M) REGARDING PROOF OF INCAPACITATION.

BACKGROUND / DISCUSSION:

On October 30, 2023, the Board of Trustees of the City of El Paso Employees Retirement Trust voted in open session to recommend several revisions to the ordinance that governs the City Employees Retirement Trust found in Chapter 2.64 of the El Paso Municipal Code. The Board of Trustees are responsible for the administration of the City of El Paso Employees Retirement Trust. The recommended revisions clarify various sections of Chapter 2.64 which will facilitate the administration of the Retirement Trust and remove ambiguities in the current language of the governing ordinance. There are no actuarial costs to implement the recommended revisions.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Mary Wiggins

(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 2.64 (CITY EMPLOYEES' PENSION FUND), TO AMEND THE FOLLOWING: SECTION 2.64.030 (BOARD OF TRUSTEES-MEMBERSHIP) TO CREATE SUBSECTION (D) REGARDING ADVOCATING FOR CANDIDATES IN TRUSTEE ELECTIONS; SECTION 2.64.190A (CONTRIBUTIONS) TO DELETE OBSOLETE LANGUAGE; SUBSECTION 2.64.200(B) TO ADD LANGUAGE CLARIFYING AND DEFINING "PRECEDING RETIREMENT" UNDER SECTION 2.64.200(B)(2) AND CREATE SUBSECTION 2.64.200(B)(5) TO DEFINE "PENSIONABLE GROSS CONTRIBUTIONS"; SECTION 2.64.205(A)(3)(b) (PROPORTIONATE RETIREMENT BENEFITS), TO CLARIFY YEARS THAT APPLY FOR PENSION CREDIT; SECTION 2.64.210, SUBSECTION 2.64.210A, SUBSECTION 2.64.210B, SUBSECTION 2.64.210C(1), AND SUBSECTION 2.64.210E (DISABILITY PENSIONS), SUBSECTION 2.64.210C(3) AND SUBSECTION 2.64.210C(5) TO DEFINE AND CLARIFY PENSION FOR EMPLOYEES WHO BECOME DISABLED; AND SECTION 2.64.230 (DEATH BENEFITS OF WIDOWS AND CHILDREN) TO ADD NEW SECTION (M) REGARDING PROOF OF INCAPACITATION.

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 2.64 (City Employees' Pension Fund), Section 2.64.030 is hereby amended to add Subsection 2.64.030(D) as an additional paragraph to read as follows:

2.64.030 - Board of Trustees-Membership.

- D. As this election is only open to participants and not the general public, it is not governed by the restrictions on City employees for municipal elections outlined in the City of El Paso's Civil Service Rules. However, the City Manager or designee shall have the authority to develop rules related to the posting of material by candidates in common areas of the workplace and in verbal communications when seeking votes from fellow participants.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190A is hereby amended by deleting the following language from subsection 2.64.190A to read as follows:

ORDINANCE NO. _____

2.64.190 - Contributions.

- A. Beginning on the first full pay period after May 1, 2007, every person who is a fund participant shall contribute thereto, on a pre-tax basis, 7.75 percent of his salary or wages. The city and all other employers whose employees are permitted to participate in the fund, shall contribute an amount equal to 11.65 percent of the salary or wages of their respective employees who contribute to the fund, subject to subsection A.1. of this section. Provided however, for each of the four consecutive city fiscal years beginning with fiscal year 2012 starting on September 1, 2011, participant contributions of their salaries or wages shall increase annually by 0.30 percent, and the contributions of the city and of other permitted employers shall increase annually by 0.60 percent. Such increases shall begin with the first full pay period after September 1st of each applicable year, and thereafter, shall remain at the level reached in September 2014.

2.64.200 - Retirement pensions.

- B.(2) Any person so retired who was first a fund participant on or after September 1, 2011 shall be entitled to receive a monthly pension from the fund in an amount equal to two and one-fourth percent of the monthly average of the pensionable gross compensation received by the participant during the last three years immediately preceding retirement (for purposes of 2.64.200(F), the last three years immediately preceding retirement shall mean the last three years immediately preceding retirement which the participant received service credit), multiplied by the number of completed years of service credit, plus 0.1875 of one percent of such average monthly pay for each complete or fractional part of a month which is not part of a complete year; provided, however, that under no circumstance shall said monthly pension exceed ninety percent of the participant's three year average monthly pensionable gross compensation, and
- B.(5) For the purposes of this Plan, the term “pensionable gross compensation” shall refer to the gross income paid by the City to the Participant and shall include service time increases, sick leave pay taken in the normal course of employment, vacation leave pay taken in the normal course of employment, vacation leave pay taken in the normal course of employment, shift differential, and mandatory overtime that is part of the Participant’s fixed, periodic compensation. Payments *not* considered pensionable gross compensation are:
1. Except those items listed in the first sentence of this section, including, without limitation, salary increases, and compensation determined by the City to have been paid to a Participant solely for the purpose of increasing a Participant’s retirement benefit under the Plan.
 2. Compensation that had previously been provided in kind to the Participant by the City or paid directly by the City to a third party other than the Plan for the benefit of the Participant.
 3. Any one-time or ad hoc payments made to a Participant.
 4. Severance or any other payment that is granted or awarded to a Participant in connection with or in anticipation of a separation from employment.

ORDINANCE NO. _____

5. Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, paid in a lump sum, regardless of when reported or paid.
6. Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms, except for incentive payments that are permanent and included in a Participant's gross compensation by the City.
7. Employer contributions to the Plan.
8. Any bonuses paid.
9. Any compensation paid as a result of an interim promotion or provisional pay differential that is not made permanent by the City.
10. Any compensation paid by the City after separation from service of the Participant, including, without limitation, any payments made to a Participant to settle a claim with the Plan and any third party costs paid by the City on behalf of the Participant.
11. Any other form of compensation that would not be considerable pensionable gross compensation under applicable state or federal law.

SECTION 4. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.205 (Proportionate Retirement Benefits), Subsection 2.64.205(A)(3)(b) is hereby amended to read as follows:

2.64.205 Proportionate retirement benefits.

(A)(3)(b) For employees who first became fund participants on or after September 1, 2011, the final pay for purposes of retirement calculations shall be the monthly average of the pensionable gross compensation received by the participant during the last three years immediately preceding retirement (for purposes of 2.64.00(F), the last three years immediately preceding retirement shall mean the last three years immediately preceding retirement which the participant received service credit); provided, however, that under no circumstance shall said final pay exceed ninety percent of the participant's average monthly gross pay.

SECTION 5. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.210 (Disability Pensions) is hereby amended to read as follows:

2.64.210 Disability pensions.

For purposes of this chapter, "disability" shall mean the condition of a significant impairment of physical, neurological, cognitive, or ambulatory abilities, or combination thereof, to such an extent that a participant is unable to perform a job for which he is qualified by training and experience, and where medical improvement of the impairment or combination thereof does not have medically reasonable prognosis for improvement under the conditions at the time of the application for disability.

A. Whenever a participant (as limited by Section 2.64.120) shall become ~~so totally and permanently~~ disabled, through no fault of his own, as the result of a job-related injury or cause, be entitled to be retired from his employment and to receive a pension in the same

ORDINANCE NO. _____

amount as specified in Section 2.64.200, the amount of which shall be determined by and based on whether the person was first a fund participant before September 1, 2011, or first a fund participant on or after September 1, 2011. This subsection shall apply only to original applications filed on or after February 4, 1992.

- B. Whenever a participant (as limited by Section 2.64.120) shall have completed seven years of pension credited service with the city or other approved employer and shall become-disabled, through no fault of his own, from any cause not related to his job with the city or other approved employer, and shall make written application therefor, within 30 days of his termination date, approved by the board of trustees, he shall be entitled to be retired from his employment and to receive a pension in the same amount as specified in Section 2.64.200. If such disability occurs before completion of seven years of pension credited service, the participant so disabled shall be entitled to receive a refund of the amount he paid into the fund, in accordance with Section 2.64.200. This subsection shall apply only to original applications filed on or after February 4, 1992.
- C. No participant shall become entitled to receive a disability pension benefit under this section if the disability is a result of:
 - 1. Excessive and habitual use by the participant of illegal drugs, intoxicants or narcotics;
 - 2. Injury or disease sustained by the participant while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;
 - 3. Intentionally deleted per amendment
 - 4. Injury or disease sustained by the participant diagnosed or discovered subsequent to the date his employment has terminated;
 - 5. Intentionally deleted per amendment
 - 6. Any attempt at suicide while sane or insane, or by injuries intentionally self-inflicted.
- D. The participant must provide medical evidence, to include a physician's opinion, to support the application. The board may require additional medical examination and opinion by a physician selected by the board. Physicians conducting examinations or submitting opinions in connection with a disability pension application must be licensed to practice medicine in the United States. The board's determination of fact as to disability shall be final and conclusive on all parties.
- E. Disability pension benefits approved under this section shall continue for as long as the individual concerned remains disabled as defined in this section, subject to subsection F. of this section. A disabled individual may be required to submit verification, on a prescribed schedule, that he is still disabled as defined in this section.
- F. If a disabled individual who is receiving a disability pension benefit pursuant to this section is gainfully employed while receiving such disability benefit, his disability pension benefit may be reduced or terminated as follows: If the salary or wage from employment plus the disability pension benefit exceed the salary he was receiving as a city employee or employee of another approved employer, the disability pension benefit shall be reduced to such a level that the total income from employment plus the disability pension benefit does not exceed the

ORDINANCE NO. _____

salary he was receiving as a city employee or employee of another approved employer. If the salary from employment exceeds the salary he was receiving as a city employee or employee of another approved employer, the disability pension benefit will be discontinued. A disabled individual receiving a pension benefit under this section may be required to provide documentation of additional earned income as deemed necessary by the board. Failure to provide such documentation when requested by the board shall be cause for discontinuing the disability pension benefit. In the event that an individual's disability pension benefit is discontinued due to gainful employment, as provided herein, he will receive the excess, if any, of his contributions over the benefit payments he has received and he shall not be entitled to future benefits under the plan. All decisions of the board regarding reduction or termination of benefit payments shall be final and binding on the parties.

- G. An application for a disability pension under Section 2.64.210 shall be filed within 30 days of the participant's termination date. The phrase "termination date" shall mean the date when a participant separates from service from the city, whether voluntary or involuntary, whereby pension contributions may no longer be made for the benefit of the participant by either the participant or the city.

SECTION 6. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.230 (Death Benefits of Widows and Children) is hereby amended to add subsection 2.64.230(M) to read as follows:

2.64.230 - Death benefits of widows and children.

M. For purposes of this section, a decree or order by a court with proper jurisdiction to hear cases regarding the incapacitation of an individual, that declares an individual described in this section as being incapacitated and that appoints a guardian of said individual, shall serve as evidence sufficient to prove incapacitation. However, in the absence of such decree or order, the board may consider any evidence made available to it in order to determine whether an individual is incapacitated.

SECTION 7. 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leaser, Mayor

(Signatures Follow On Next Page)

ORDINANCE NO. _____

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga Jr

Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Wiggins

Mary L. Wiggins
Human Resources Chief Officer

ORDINANCE NO. _____

HQ2024-2058-Human Resources | TRAN-594817 | KHK
City Code Chapter 2.64.030, .64.

REDLINE

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.64 (CITY EMPLOYEES' PENSION FUND), TO AMEND THE FOLLOWING: SECTION 2.64.030 (BOARD OF TRUSTEES-MEMBERSHIP) TO CREATE SUBSECTION (D) REGARDING ADVOCATING FOR CANDIDATES IN TRUSTEE ELECTIONS; SECTION 2.64.190A (CONTRIBUTIONS) TO DELETE OBSOLETE LANGUAGE; SUBSECTION 2.64.200(B) TO ADD LANGUAGE CLARIFYING AND DEFINING "PRECEDING RETIREMENT" UNDER SECTION 2.64.200(B)(2) AND CREATE SUBSECTION 2.64.200(B)(5) TO DEFINE "PENSIONABLE GROSS CONTRIBUTIONS"; SECTION 2.64.205(A)(3)(b) (PROPORTIONATE RETIREMENT BENEFITS), TO CLARIFY YEARS THAT APPLY FOR PENSION CREDIT; SECTION 2.64.210, SUBSECTION 2.64.210A, SUBSECTION 2.64.210B, SUBSECTION 2.64.210C(1), AND SUBSECTION 2.64.210E (DISABILITY PENSIONS), SUBSECTION 2.64.210C(3) AND SUBSECTION 2.64.210C(5) TO DEFINE AND CLARIFY PENSION FOR EMPLOYEES WHO BECOME DISABLED; AND SECTION 2.64.230 (DEATH BENEFITS OF WIDOWS AND CHILDREN) TO ADD NEW SECTION (M) REGARDING PROOF OF INCAPACITATION.

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 2.64 (City Employees' Pension Fund), Section 2.64.030 is hereby amended to add Subsection 2.64.030(D) as an additional paragraph to read as follows:

2.64.030 - Board of Trustees-Membership.

D. As this election is only open to participants and not the general public, it is not governed by the restrictions on City employees for municipal elections outlined in the City of El Paso's Civil Service Rules. However, the City Manager or designee shall have the authority to develop rules related to the posting of material by candidates in common areas of the workplace and in verbal communications when seeking votes from fellow participants.

SECTION 2. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.190A is hereby amended by deleting the following language from subsection 2.64.190A to read as follows:

2.64.190 - Contributions.

ORDINANCE NO. _____

- A. Beginning on the first full pay period after May 1, 2007, every person who is a fund participant shall contribute thereto, on a pre-tax basis, 7.75 percent of his salary or wages. The city and all other employers whose employees are permitted to participate in the fund, shall contribute an amount equal to 11.65 percent of the salary or wages of their respective employees who contribute to the fund, subject to subsection A.1. of this section. Provided however, for each of the four consecutive city fiscal years beginning with fiscal year 2012 starting on September 1, 2011, participant contributions of their salaries or wages shall increase annually by 0.30 percent, and the contributions of the city and of other permitted employers shall increase annually by 0.60 percent. Such increases shall begin with the first full pay period after September 1st of each applicable year, and thereafter, shall remain at the level reached in September 2014. ~~Notwithstanding the other provisions of this subsection A., pursuant to the terms of a certain agreement executed by the city and an executive on October 7, 2022, and effective as of the date set forth in such agreement, and so long as the agreement is in effect, the executive shall be relieved of the obligation to make employee participant contributions to the fund, and the employee participant contributions the executive would have otherwise been obligated to make shall instead be made by the city on the executive's behalf and shall be subject to all other plan provisions that apply to such employee participant contributions, excepting only the provisions of Section 2.64.500. The provisions of the prior sentence shall not affect the executive's entitlement to additional city contributions made under the second sentence of this subsection A.~~

2.64.200 - Retirement pensions.

- B.(2) Any person so retired who was first a fund participant on or after September 1, 2011 shall be entitled to receive a monthly pension from the fund in an amount equal to two and one-fourth percent of the monthly average of the pensionable gross compensation received by the participant during the last three years immediately preceding retirement (for purposes of 2.64.200(F), the last three years immediately preceding retirement shall mean the last three years immediately preceding retirement which the participant received service credit), multiplied by the number of completed years of service credit, plus 0.1875 of one percent of such average monthly pay for each complete or fractional part of a month which is not part of a complete year; provided, however, that under no circumstance shall said monthly pension exceed ninety percent of the participant's three year average monthly pensionable gross compensation, and
- B.(5) For the purposes of this Plan, the term "pensionable gross compensation" shall refer to the gross income paid by the City to the Participant and shall include service time increases, sick leave pay taken in the normal course of employment, vacation leave pay taken in the normal course of employment, vacation leave pay taken in the normal course of employment, shift differential, and mandatory overtime that is part of the Participant's fixed, periodic compensation. Payments not considered pensionable gross compensation are:
1. Except those items listed in the first sentence of this section, including, without limitation, salary increases, and compensation determined by the City to have been paid

ORDINANCE NO. _____

- to a Participant solely for the purpose of increasing a Participant's retirement benefit under the Plan.
2. Compensation that had previously been provided in kind to the Participant by the City or paid directly by the City to a third party other than the Plan for the benefit of the Participant.
 3. Any one-time or ad hoc payments made to a Participant.
 4. Severance or any other payment that is granted or awarded to a Participant in connection with or in anticipation of a separation from employment.
 5. Payments for unused vacation, annual leave, personal leave, sick leave, or compensatory time off, however denominated, paid in a lump sum, regardless of when reported or paid.
 6. Any employer-provided allowance, reimbursement, or payment, including, but not limited to, one made for housing, vehicle, or uniforms, except for incentive payments that are permanent and included in a Participant's gross compensation by the City.
 7. Employer contributions to the Plan.
 8. Any bonuses paid.
 9. Any compensation paid as a result of an interim promotion or provisional pay differential that is not made permanent by the City.
 10. Any compensation paid by the City after separation from service of the Participant, including, without limitation, any payments made to a Participant to settle a claim with the Plan and any third party costs paid by the City on behalf of the Participant.
 11. Any other form of compensation that would not be considerable pensionable gross compensation under applicable state or federal law.

SECTION 4. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.205 (Proportionate Retirement Benefits), Subsection 2.64.205(A)(3)(b) is hereby amended to read as follows:

2.64.205 Proportionate retirement benefits.

(A)(3)(b) For employees who first became fund participants on or after September 1, 2011, the final pay for purposes of retirement calculations shall be the monthly average of the pensionable gross compensation received by the participant during the last three years immediately preceding retirement (for purposes of 2.64.00(F), the last three years immediately preceding retirement shall mean the last three years immediately preceding retirement which the participant received service credit); provided, however, that under no circumstance shall said final pay exceed ninety percent of the participant's average monthly gross pay.

SECTION 5. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.210 (Disability Pensions) is hereby amended to read as follows:

2.64.210 Disability pensions.

For purposes of this chapter, "disability" shall mean the condition of a significant impairment of physical, neurological, cognitive, or ambulatory abilities, or combination thereof, to such an extent

ORDINANCE NO. _____

that a participant is unable to perform a job for which he is qualified by training and experience, and where medical improvement of the impairment or combination thereof does not have medically reasonable prognosis for improvement under the conditions at the time of the application for disability.

- A. Whenever a participant (as limited by Section 2.64.120) shall become ~~so totally and permanently~~ disabled, through no fault of his own, as the result of a job-related injury or cause, ~~as to incapacitate him in the performance of his job with the city or any other job, whether with the city or not, for which one is qualified by training and experience and which does not result in a significant reduction in pay and benefits,~~ and shall make written application therefor, within 30 days of his termination date, approved by the board, he shall, ~~although under the retirement age,~~ be entitled to be retired from his employment and to receive a pension in the same amount as specified in Section 2.64.200, the amount of which shall be determined by and based on whether the person was first a fund participant before September 1, 2011, or first a fund participant on or after September 1, 2011. This subsection shall apply only to original applications filed on or after February 4, 1992.
- B. Whenever a participant (as limited by Section 2.64.120) shall have completed seven years of pension credited service with the city or other approved employer and shall become ~~so totally and permanently~~ disabled, through no fault of his own, from any cause not related to his job with the city or other approved employer, ~~as to incapacitate him in the performance of his job with the city or any other job, whether with the city or not, for which he is qualified by training and experience and which does not result in a significant reduction in pay and benefits,~~ and shall make written application therefor, within 30 days of his termination date, approved by the board of trustees, he shall, ~~although under the retirement age~~ be entitled to be retired from his employment and to receive a pension in the same amount as specified in Section 2.64.200. If such disability occurs before completion of seven years of pension credited service, the participant so disabled shall be entitled to receive a refund of the amount he paid into the fund, in accordance with Section 2.64.200. This subsection shall apply only to original applications filed on or after February 4, 1992.
- C. No participant shall become entitled to receive a disability pension benefit under this section if the disability is a result of:
1. Excessive and habitual use by the participant of illegal drugs, intoxicants or narcotics;
 2. Injury or disease sustained by the participant while willfully and illegally participating in fights, riots, civil insurrections or while committing a felony;
 3. ~~Injury or disease sustained by the participant while serving in any armed forces;~~
Intentionally deleted per amendment
 4. Injury or disease sustained by the participant diagnosed or discovered subsequent to the date his employment has terminated;
 5. ~~Injury or disease sustained by the participant as a result of an act of war, whether or not such act arises from a formally declared state of war or other armed conflict;~~
Intentionally deleted per amendment

ORDINANCE NO. _____

6. Any attempt at suicide while sane or insane, or by injuries intentionally self-inflicted.
- D. The participant must provide medical evidence, to include a physician's opinion, to support the application. The board may require additional medical examination and opinion by a physician selected by the board. Physicians conducting examinations or submitting opinions in connection with a disability pension application must be licensed to practice medicine in the United States. The board's determination of fact as to disability shall be final and conclusive on all parties.
- E. Disability pension benefits approved ~~pursuant to~~ under this section shall continue for as long as the individual concerned remains disabled as defined in this section, subject to subsection F. of this section. ~~At the board's discretion, a~~ A disabled individual may be required to ~~provide evidence as often as once a year to submit verification, on a prescribed schedule,~~ that he is still disabled as defined in this section.
- F. If a disabled individual who is receiving a disability pension benefit pursuant to this section is gainfully employed while receiving such disability benefit, his disability pension benefit may be reduced or terminated as follows: If the salary or wage from employment plus the disability pension benefit exceed the salary he was receiving as a city employee or employee of another approved employer, the disability pension benefit shall be reduced to such a level that the total income from employment plus the disability pension benefit does not exceed the salary he was receiving as a city employee or employee of another approved employer. If the salary from employment exceeds the salary he was receiving as a city employee or employee of another approved employer, the disability pension benefit will be discontinued. A disabled individual receiving a pension benefit under this section may be required to provide documentation of additional earned income as deemed necessary by the board. Failure to provide such documentation when requested by the board shall be cause for discontinuing the disability pension benefit. In the event that an individual's disability pension benefit is discontinued due to gainful employment, as provided herein, he will receive the excess, if any, of his contributions over the benefit payments he has received and he shall not be entitled to future benefits under the plan. All decisions of the board regarding reduction or termination of benefit payments shall be final and binding on the parties.
- G. An application for a disability pension under Section 2.64.210 shall be filed within 30 days of the participant's termination date. The phrase "termination date" shall mean the date when a participant separates from service from the city, whether voluntary or involuntary, whereby pension contributions may no longer be made for the benefit of the participant by either the participant or the city.

SECTION 6. That El Paso City Code Title 2 (Administration and Personnel), Chapter 2.64 (City Employees' Pension Fund), Section 2.64.230 (Death Benefits of Widows and Children) is hereby amended to add subsection 2.64.230(M) to read as follows:

2.64.230 - Death benefits of widows and children.

M. For purposes of this section, a decree or order by a court with proper jurisdiction to hear cases regarding the incapacitation of an individual, that declares an individual described in this section as being incapacitated and that appoints a guardian of said individual, shall serve as evidence sufficient

ORDINANCE NO. _____

to prove incapacitation. However, in the absence of such decree or order, the board may consider any evidence made available to it in order to determine whether an individual is incapacitated.

SECTION 7. 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 _____, 2024.

THE CITY OF EL PASO

Oscar Leeser, Mayor

(Signatures Follow On Next Page)

ORDINANCE NO. _____

HQ2024-2682-Human Resources | TRAN-526381 | KHK

Redline- City Code Chapter 2.64.030, .64.

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Robert Aguinaga
Assistant City Attorney

APPROVED AS TO CONTENT:

Dionne Mack
City Manager

ORDINANCE NO. _____

HQ2024-2682-Human Resources | TRAN-526381 | KHK
Redline- City Code Chapter 2.64.030, .64.



Legislation Text

File #: 24-1535, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Streets and Maintenance, Joshua E. Lerma, (915) 212-054

Streets and Maintenance, Richard Bristol, (915) 212-7015

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), 12.88.180 (No Stopping or Standing Tow-Away Zone), Subsection A, TO ADD ITEM 119: N El Paso Street from Franklin Avenue to W Main Drive, west side.

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

AGENDA DATE: November 12th, 2024

PUBLIC HEARING DATE: November 19th, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Joshua E. Lerma, Streets and Maintenance, (915) 238-7809
Richard Bristol, Streets and Maintenance Director, (915) 212-7015

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, TO ADD ITEM 119: N El Paso Street from Franklin Avenue to W Main Drive, west side.

BACKGROUND / DISCUSSION:

Streets and Maintenance is requesting the approval to restrict parking along the west side of N El Paso Street between Franklin Avenue and W Main Drive due to recent extension of the sidewalk narrowing the width of N El Paso Street. This amendment will sustain the existing two-way traffic and the metered parking along the east side of N El Paso Street. This amendment will also maintain efficient traffic flow around La Nube Children's Museum while accommodating the safety of pedestrians and visitors.

PRIOR COUNCIL ACTION:

N/A

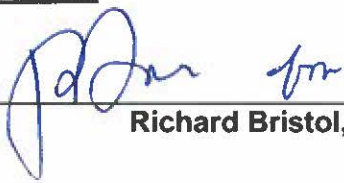
AMOUNT AND SOURCE OF FUNDING:

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), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A, TO ADD ITEM 119: N EL PASO STREET FROM FRANKLIN AVENUE TO W MAIN DRIVE, WEST SIDE.

WHEREAS, the City of El Paso wishes to amend Title 12, Chapter 12.88, Section 12.88.180 No stopping or standing – tow-away zone to add No. 119. N. El Paso Street from Franklin to W. Main Drive, west side.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to Add Item:

1. Both sides of Montana Avenue from Piedras Street to Cedar Street.
2. – 116.
117. Rio Del Norte Drive, from S. Americas Avenue (commonly known as the "Ysleta-Zaragoza International Truck Bridge") to 400 feet east of Playa Norte Drive, north side only.
118. Rio Del Norte Drive, from S. Americas Avenue (commonly known as the "Ysleta-Zaragoza International Truck Bridge") to 340 feet east, south side only.
119. N. El Paso Street from Franklin Avenue to W. Main Drive, west side.

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2024.


CITY OF EL PASO

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department



**Ordinance Amending Title 12 (Vehicles and Traffic), Chapter 12.88
(Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone),
Subsection A –
N El Paso Street from Franklin Avenue to W Main Drive, westside**

**Streets and Maintenance Department
Joshua E. Lerma, Planner
Introduction November 12, 2024
Public Hearing November 19, 2024**

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

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

Sub-goal 7.3 – Enhance a regional comprehensive transportation system





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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.



201 W. Main Drive
El Paso, Texas 79901

Streets and Maintenance Department

Ordinance Amending Title 12.88.180

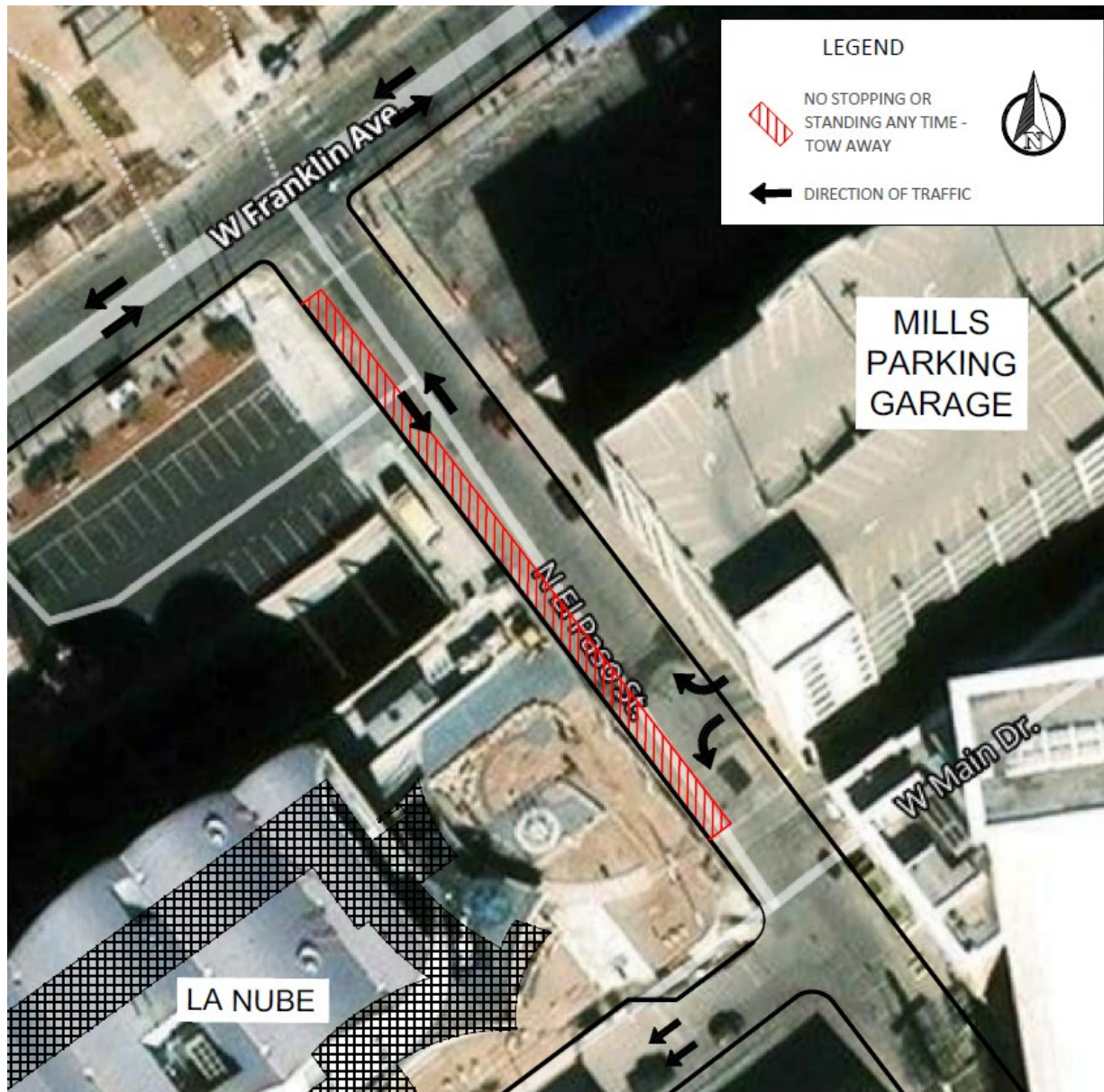
No Stopping or Standing – Tow-Away Zone, Subsection A

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REMOVE THIS BOX ONCE THE PRESENTATION IS FINALIZED.

Purpose of Amendment

- Sustain the existing two-way traffic
- Maintain metered parking along the east side of N El Paso Street
- Allow efficient traffic flow around La Nube Children's Museum
- Promote the safety of pedestrians and visitors



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West Side of N El Paso St:
No Stopping or Standing Any
Time, Tow Away

Streets and Maintenance Department

Ordinance Amending Title 12.88.010

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Requested Council Action:

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), 12.88.180 (NO STOPPING OR STANDING – TOW-AWAY ZONE), SUBSECTION A,

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), 12.88.180 (No Stopping or Standing – Tow-Away Zone), Subsection A, to Add Item

119. N El Paso Street from Franklin Avenue to W Main Drive, west side

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

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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

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PRESENTATION IS FINALIZED.



Legislation Text

File #: 24-1571, 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

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

Economic and International Development, David Torres, (915) 212-0094

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and POPULAR BUILDING EL PASO LLC ("Applicant") in support of a downtown multi-family housing redevelopment project located at 301 E. San Antonio Ave., El Paso, Texas 79901. The Agreement requires the Applicant to make a minimum investment of \$35,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,720,000 in the form of a Real Property Tax Rebate via TIRZ 5 Funds, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate; in addition to a 10-Year Development Note of \$4,000,000 via Impact Funds.

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

AGENDA DATE: November 19, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212- 0094
David Torres, (915) 212 - 0094

DISTRICT(S) AFFECTED: District 8

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

SUBJECT:

Discussion and Action on a Resolution authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement ("Agreement") by and between CITY OF EL PASO ("City") and POPULAR BUILDING EL PASO LLC ("Applicant") in support of a downtown multi-family housing redevelopment project located at 301 E. San Antonio Ave., El Paso, Texas 79901. The Agreement requires the Applicant to make a minimum investment of \$35,000,000. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,720,000 in the form of a Real Property Tax Rebate via TIRZ 5 Funds, a Construction Materials Sales Tax Rebate, and a Building Construction Fee Rebate; in addition to a 10-Year Development Note of \$4,000,000 via Impact Funds.

BACKGROUND / DISCUSSION:

The Downtown, Uptown, and Surrounding Neighborhoods Plan identified demand for up to 10,000 new housing units by 2040 and set a target of 4,000 affordable units. The proposed Agreement would allow the historic Popular Building, most recently home to Fallas Parades, to be redeveloped as 99 apartment units with ground floor commercial space. The minimum investment is \$35 million. The Developer will be pursuing Historic Tax Credits for the project. 15% of the units will be dedicated as "moderately affordable" (80% AMI).

The incentives package includes a \$4 million, 10-year forgivable Development Note via the Impact Fund. The Impact Fund is dedicated to Downtown development, with a particular focus on multifamily and adaptive reuse projects. Incentives also include a 10-year, 100% property tax rebate via TIRZ #5, a construction materials sales tax rebate, and development fee waivers. Total package is valued at \$6.72M with full recovery in the event of default or failure to complete the project.

The level of participation is similar to other priority initiatives in Downtown from hotel projects to WestStar Towner. The Plan also identified a development feasibility gap for new housing projects, making incentives necessary to address gaps and spur a housing market in the urban core.

On September 4th, the TIRZ #5 Board recommend approval of the project unanimously.

PRIOR COUNCIL ACTION:

N/A

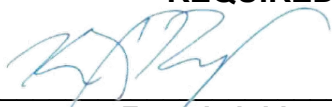
AMOUNT AND SOURCE OF FUNDING:

\$4M - Impact Fund

\$2.6M - TIRZ #5 Fund

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code (“Chapter 380”) to make loans or grants of public funds, as a governmental function, for the purpose of promoting local economic development and stimulating business and commercial activity for the general public within and around the City; and

WHEREAS, the City has determined it be in the best interest of the City and the public to enter into a 380 Agreement (the “Agreement”) with Popular Building El Paso LLC, a limited liability company or its affiliates (the “Applicant”) for the purposes of promoting economic development and furthering the public welfare in and around the City of El Paso, Texas; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to the Applicant for the renovation and construction of a development located on the real property at *301 E. San Antonio Ave., El Paso, Texas, 79901*, more fully described on the Agreement attached hereto (the “Development”), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the Development, originally built as the home of The Popular department store was completed in 1917 and designed by famed El Paso architect Henry C. Trost, of the firm Trost & Trost, will restore this iconic building to its former glory, bring much needed housing supply to downtown El Paso, and reinvigorate the streetscape with new commercial businesses; and

WHEREAS, the Applicant, pursuant to 13 Tex. Admin. Code § 13, will pursue the Texas Historic Preservation Tax Credit Program for the Development; and

WHEREAS, in conjunction with the Agreement, it is necessary to execute a Promissory Note (the “Development Note”) to outline the repayment terms for funds to be provided by the City as specified in the Agreement; and

WHEREAS, to secure the obligations under the Development Note, a deed of trust (the “Deed of Trust”) will be executed in favor of the City, encumbering certain property as collateral, which shall be released upon the full and satisfactory completion of the obligations set forth in the Development Note and the Agreement; and

WHEREAS, the City determines that the grant and loan of funds to the Applicant will serve the public purpose of enhancing the value of the local tax base; foster and support economic growth and opportunity; and to ensure new investments will market the area as a thriving place to work, live, and visit, within and around the City; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development to the general public within and around the City and meets the requirements of Chapter 380 and further, is in the best interests of the City and the Applicant to pursue same.

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

1. **Authority to Execute Documents:** The City Manager, or their designee, be authorized to execute, on behalf of the City, the following documents:
 - a. The Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas (“City”) and Popular Building El Paso LLC, or its affiliates (the “Applicant”), including all exhibits, attachments, and amendments thereto;
 - b. The promissory note setting forth the repayment terms of the funds to be advanced by the City under the 380 Agreement;
 - c. The deed of trust, which shall secure the Applicant’s obligations under the Development Note, encumbering property as more fully described in the Deed of Trust; and
 - d. Amendments as may be required in order to support the success of this Development.
2. **Authority to Release Deed of Trust:** Upon full satisfaction of the obligations set forth in the promissory note and the 380 Agreement, the City Manager, or their designee, is further authorized to execute and deliver a release of the deed of trust, thereby terminating the City’s security interest in the property.
3. **Further Actions:** The City Manager, or their designee, is hereby authorized to take such further actions, execute such additional documents, establish future funding sources and make any budget transfers, and make such filings as may be necessary to carry out the intent and purpose of this Resolution.

(Signatures begin on the following page)

APPROVED this _____ day of _____ 2024.

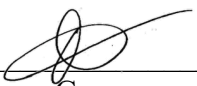
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic and International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT

This Chapter 380 Economic Development Program Agreement (“**Agreement**”) is made ____ day of _____, 2024 (“**Effective Date**”) between the City of El Paso, Texas, a Texas home-rule municipal corporation, (the “**City**”), and Popular Building El Paso LLC, a Texas limited liability company or its affiliates (the “**Applicant**”), for the purposes and considerations stated below:

RECITALS

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”) and the Texas Constitution Article III Section 52-a; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds, as a governmental function, for the purpose of promoting local economic development and stimulating business and commercial activity for the general public within and around the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the renovation and construction of a development located on the real property at *301 E. San Antonio Ave., El Paso, Texas, 79901*, more fully described on *Exhibit A* attached hereto (the “**Development**”), and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, the Development, originally built as the home of The Popular department store was completed in 1917 and designed by famed El Paso architect Henry C. Trost, of the firm Trost & Trost, will restore this iconic building to its former glory, bring much needed housing supply to downtown El Paso, and reinvigorate the streetscape with new commercial businesses; and

WHEREAS, the Applicant, pursuant to 13 Tex. Admin. Code § 13, will pursue the Texas Historic Preservation Tax Credit Program for the Development; and

WHEREAS, the City determines that a grant of funds to the Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within and around the City; and

WHEREAS, in conjunction with the Agreement, it is necessary to execute a Promissory Note (the “**Development Note**”) to outline the repayment terms for funds to be provided by the City as specified in the Agreement; and

WHEREAS, to secure the obligations under the Development Note, a deed of trust (the “**Deed of Trust**”) will be executed in favor of the City, encumbering certain property as collateral, which shall be released upon the full and satisfactory completion of the obligations set forth in the Development Note and the Agreement; and

WHEREAS, the City concludes and hereby finds that this Agreement promotes economic development to the general public within and around the City and meets the requirements of Chapter 380 and further, is in the best interests of the City and the Applicant.

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 are hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **Agreement.** The word *Agreement* means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. **Base Year Value.** The phrase *Base Year Value* shall mean the valuation of the real property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is \$2,450,000.
- C. **Construction Materials Sales Tax Rebate.** The phrase *Construction Materials Sales Tax Rebate* shall mean a one-time 100% rebate of the City's 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development. The Construction Materials Sales Rebate shall not exceed \$210,000.
- D. **Development.** The word *Development* means the renovation of an existing vacant or blighted building(s) at 301 E. San Antonio Ave. for a mixed-use facility, including multifamily residential and ground-floor commercial uses, as authorized by the existing local law. The Development is described in *Exhibit B*, which is attached and incorporated for all purposes.
- E. **Development Fee Rebate.** The phrase *Development Fee Rebate* means a one-time 100% rebate of certain development fees based on the fee schedule attached as *Exhibit A* to Ordinance No. 018581; however, under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development and construction of the Development. The Development Fee Rebate shall not exceed \$10,000 and will be rebated upon the Applicant's provision of the Grant Submittal Package demonstrating that the total construction cost for the Development is greater than the Base Year Value.
- F. **Development Note.** The phrase *Development Note* or *Promissory Note* means a \$4,000,000, 10-Year Promissory Note, fully described at 0% interest to Applicant to be funded by the Impact Fund ("Fund") account derived from the El Paso Electric company franchise fee paid to the City pursuant to the Franchise Agreement adopted by Ordinance No. 017460 and secured by a deed of trust ("Deed of Trust"). The Promissory Note shall be forgiven by the City upon Applicant's successful completion of all *milestones* described herein, and the Deed of Trust shall be released by the City, provided that Applicant complies with all provisions contained herein and is not in default of this Agreement.
- G. **Effective Date.** The phrase Effective Date means the date the El Paso City Council approves the Agreement.
- H. **Grant.** The word *Grant* means each annual payment to Applicant under the terms of this Agreement computed as the sum of the applicable rebates: (i) Construction Materials Sales Tax Rebate; (ii) Development Fee Rebate; (iii) Property Tax Rebate; and (iv) Development Note. For the purposes of this Agreement, the aggregate Grant payments will not exceed \$2,720,000, excluding the amount of the Development Note.
- I. **Grant Submittal Package.** The phrase *Grant Submittal Package* means the documentation required to be supplied to City as a condition of receipt of any Grant, with such documentation more fully described in the Grant Submittal Package, which is attached as *Exhibit C* to this Agreement.

- J. **Housing Choice Voucher Program.** The phrase *Housing Choice Voucher Program* means the housing choice voucher program under Section 8, United States Housing Act of 1937 (42 U.S.C. Section 1437f) or its successor.
- K. **Minimum Appraisal Value.** The phrase *Minimum Appraisal Value* shall mean the valuation of the Real Property appraised by the El Paso Central Appraisal District (“EPCAD”) of the construction or renovation of the Development. For the purposes of this Agreement, the Minimum Appraisal Value is \$19,950,000. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent of or determinative for appraisal purposes or to be used in any way to determine market value.
- L. **Minimum Investment.** The phrase *Minimum Investment* means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is \$35,000,000.
- M. **Moderate Income Housing Unit.** The phrase *Moderate Income Housing Unit* means a residential unit reserved for occupancy by an individual or family earning not more than 80% of the area median income, adjusted for family size, as defined by the United States Department of Housing and Urban Development.
- N. **Property Tax Rebate.** The phrase *Property Tax Rebate* means a rebate, according to the Incremental Real Property Tax Rebate Table found in *Exhibit D* of this Agreement, of the City’s portion of the incremental ad valorem property tax revenue generated by the subject property above the Base Year Value for the Grant Period, as defined herein. For the purposes of this Agreement, the total Real Property Tax Rebate amount shall not exceed \$2,500,000.
- O. **Qualified Expenditures.** The phrase *Qualified Expenditures* means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- P. **Real Property.** The phrase *Real Property* means the real property owned by Applicant located at 301 E. San Antonio Ave., El Paso, Texas, and more fully described on *Exhibit A*, which is attached and incorporated by reference. The Real Property is the location for Applicant’s proposed Development.
- Q. **Vacant Building.** The phrase *Vacant Building* means a building that is 60% or more unoccupied and is registered as a vacant building with the City, pursuant to Title 18, Chapter 18.40, El Paso City Code.

SECTION 2. TERM AND GRANT PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Grants is paid; (ii) 15 years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Grant payments shall be limited to 10 consecutive years within the Term of this Agreement (the “Grant Period”). The first year of the Grant Period shall be the first tax year after the issuance of the certificate of occupancy for the Development. A temporary certificate of occupancy does not qualify as a certificate of occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Ownership of real property at 301 E. San Antonio Ave., El Paso, Texas, 79901 and more fully described on *Exhibit A* attached hereto.
- (2) Applicant shall renovate or construct, at its sole cost and expense, the Development and shall expend a minimum of \$35,000,000 in Qualified Expenditures to construct the Development.
- (3) Applicant must obtain the building permits for the Development within 12 months after the Texas Administrative Code, Title 13, Part II, Chapter 13 Historic Tax Credit approval, unless issuance of permits is postponed by the City.
- (4) Within 36 months after the Texas Administrative Code, Title 13, Part II, Chapter 13 Historic Tax Credit approval, Applicant shall submit documentation to the City to verify the following (Completion of this obligation serves as a *milestone* toward the forgiveness of the Development Note):
 - (a) The expenditure of a minimum of \$35,000,000 in Qualified Expenditures; and
 - (b) That Applicant has received a *Certificate of Occupancy* for the Development.
- (5) Applicant agrees that the Development shall not include the demolition of properties with a historic overlay that are deemed historic or contributing unless specifically approved by El Paso City Council.
- (6) Applicant agrees that Development shall be in accordance with the requirements and review provisions of Chapter 20.20 Historic Landmark Preservation of the City Municipal Code, where applicable.
- (7) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state, and local laws and regulations.
- (8) The Director of Economic and International Development may provide an extension of the above listed Development deadlines, not to exceed 6 months, provided that Applicant has made a good faith effort to fulfill its obligations. The City, in its sole discretion, shall determine what constitutes “a good faith effort” for purposes of this provision.
- (9) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (10) Applicant must obtain an 80% occupancy rate across the Development as a whole within two years of receiving the Certificate of Occupancy for the Developments and must maintain such for the remaining term of this Agreement. Completion of this obligation serves as a *milestone* toward the forgiveness of the Development Note.
- (11) Applicant agrees that the Development’s commercial and residential space must meet and maintain *Class A* specifications throughout the term of this Agreement. The Developments

must meet all code requirements throughout the term of this contract and have no code violations on record.

- (12) Applicant must include on all leases with commercial tenants a requirement that such tenants have no more than two police department responses per month to calls regarding noise violations or other disturbances to the peace resulting from activities at the commercial establishments located at the Developments during the term of this Agreement.
- (13) Applicant shall reserve 15% of the units in the multifamily residential development for occupancy as Moderate Income Housing Units. Completion of this obligation serves as a *milestone* toward the forgiveness of the Development Note.
- (14) Applicant agrees that the monthly rent charged for a Moderate Income Housing Unit may not exceed 30% of 80% of the area median income, adjusted for family size, as defined by the United States Department of Housing and Urban Development. Completion of this obligation serves as a *milestone* toward the forgiveness of the Development Note.
 - (a) In calculating the income of an individual or family for a lower or Moderate Income Housing Unit, the public facility user must use the definition of annual income described in 24 C.F.R. Section 5.609, as implemented by the United States Department of Housing and Urban Development.
 - (b) If the income of a tenant exceeds an applicable limit at the time of the renewal of a lease agreement for a residential unit, the provisions of Section 42(g)(2)(D), Internal Revenue Code of 1986, apply in determining whether the unit may still qualify as a lower or Moderate Income Housing Unit.
- (15) The Applicant may not:
 - (a) refuse to rent a residential unit to an individual or family because the individual or family participates in the Housing Choice Voucher Program; or
 - (b) use a financial or minimum income standard that requires an individual or family participating in the Housing Choice Voucher Program to have a monthly income of more than 333% of the individual's or family's share of the total monthly rent payable for a unit.
 - (c) Applicant may require an individual or family participating in the Housing Choice Voucher Program to pay the difference between the monthly rent for the applicable unit and the amount of the monthly voucher if the amount of the voucher is less than the rent.
- (16) The Applicant shall:
 - (a) affirmatively market available residential units directly to individuals and families participating in the Housing Choice Voucher Program; and
 - (b) notify local housing authorities of the multifamily residential development's acceptance of tenants in the Housing Choice Voucher Program.
- (17) Each lease agreement for a residential unit within the Development must provide that:

- (a) the landlord may not retaliate against the tenant or the tenant's guests by taking an action because the tenant established, attempted to establish, or participated in a tenant organization;
 - (b) the landlord may only choose to not renew the lease if the tenant:
 - i. is in material noncompliance with the lease, including nonpayment of rent;
 - ii. committed one or more substantial violations of the lease;
 - iii. failed to provide required information on the income, composition, or eligibility of the tenant's household;
 - iv. occupies an apartment unit that, through no fault of the tenant, has sustained damages that require repair, and such repairs cannot be performed while the apartment is occupied;
 - v. or committed repeated minor violations of the lease that:
 - 1. disrupt the livability of the property;
 - 2. adversely affect the health and safety of any person or the right to quiet enjoyment of the leased premises and related development facilities;
 - 3. interfere with the management of the development;
 - 4. or have an adverse financial effect on the development, including the failure of the tenant to pay rent in a timely manner;
 - (c) and to not renew the lease, the landlord must serve a written notice of proposed nonrenewal on the tenant not later than the 30th day before the effective date of nonrenewal. A tenant may not waive the protections provided by Subsection (i).
- (18) Applicant shall demonstrate, before the receipts of any Grant payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
 - (19) Applicant agrees that during years 1-3 of the Grant Period they shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the EPCAD of \$19,950,000 or less. This property value should in no way be interpreted to affect the values set by the EPCAD for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
 - (20) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit purposes, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
 - (21) Applicant shall provide all required invoices and other required documentation to the City electronically at the following address: *EDcompliance@elpasotexas.gov*

B. GRANT SUBMITTAL PACKAGE.

In order to receive the disbursement of the Grant, the Applicant must submit a Grant Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Grant Submittal Package which shall be in the form provided in *Exhibit C*, together with the requisite documentation. The Applicant shall submit to the City the initial Grant Submittal Package on November 1, 2029 or within 30 business days after this date. Thereafter, the Applicant's annual Grant Submittal Package must be submitted on or within 30 business days after November 1st of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Grant payment for that Grant year.
- (2) Concurrent with the submittal of a Grant Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Grant payment due to the Applicant is final.

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a 10-Year promissory note at 0% interest, funded by the Impact Fund. Development Note shall be disbursed to the Developer within 60 days of the Effective Date. Development Note shall be forgiven if and only if the Developer meets all performance milestones detailed within Agreement.
- B. The City agrees to provide a Construction Materials Sales Tax Rebate not to exceed \$210,000 in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide a Development Fee Rebate not to exceed \$10,000 in accordance with the terms and provisions of this Agreement.
- D. The City agrees to provide a Property Tax Rebate not to exceed \$2,500,000 in accordance with the terms and provisions of this Agreement.
- E. The City will process any eligible Grant payment within 90 days after receipt of the Applicant's annual Grant Submittal Package.

SECTION 5. PROMISSORY NOTE AND DEED OF TRUST

- A. The Applicant agrees to execute a Promissory Note in favor of the City for the principal sum of \$4,000,000, 10-Year, fully described at 0% interest to Applicant which represents the funds to be advanced by the City for the purposes outlined in this Agreement. The Promissory Note shall further specify the terms of repayment, including interest rate, payment schedule, and any applicable penalties for non-compliance with these terms.

- B. To secure the Applicant's obligations under the Promissory Note, Applicant shall execute a Deed of Trust granting the City a security interest in the Development located at 301 E. San Antonio Ave., El Paso, Texas, 79901, and 12 MILLS WLY PT OF BLK & PT OF CLSD ALLEY BTW (120' ON NLY - IRREG ON ELY -190.48' ON SLY - 183.05' ON WLY) (30527.09 SQ FT), which shall serve as collateral. The Deed of Trust will be recorded in El Paso County, Texas ensuring the City's interest in the Development remains protected until all obligations under the Promissory Note have been fully satisfied.
- C. In the event of default by the Applicant under the Promissory Note or any other provision of this Agreement, the City shall have the right to enforce the Deed of Trust pursuant to applicable laws, including the right to foreclose on the property. The terms of the Promissory Note and Deed of Trust shall be fully incorporated in this Agreement by reference.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.
- C. **Historic Landmark Preservation.** Applicant's failure to comply with the requirements and review provisions of Chapter 20.20 Historic Landmark Preservation of the City Municipal Code and Applicant's failure to cure same within 30 days after written notice from the City shall be deemed an event of default. If such failure cannot be cured within such 30 day period in the exercise of all due diligence but Applicant fails or refuses to commence such cure within such 30 day period or fails or refuses to continuously thereafter diligently prosecute such cure, except to the extent such failure is caused by any act or failure to act on the part of the City, such actions or omissions shall be deemed event of default. In the event this Agreement is terminated pursuant to this Section, all Grant Payments and the Development Note previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.
- D. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- E. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or EPCAD.
- F. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default ("Notice of Default") and Applicant shall have 30 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion,

shall determine what constitutes “a reasonable time” and what constitutes “a diligent effort” for purposes of this provision. If the City agrees to extend the Cure Period past the 30 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.

- G. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City’s obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period for such default has expired, all Grants, including but not limited to the Development Note, previously provided by the City pursuant to this Agreement shall be recaptured and repaid by Applicant within 60 days from the date of such termination.

SECTION 7. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT.

The City may terminate this Agreement for convenience and without the requirement of an event of default by the Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement ineffectual, impractical or illegal, including any case law holding that a Chapter 380 Economic Development Agreement, such as this Agreement, is an unconstitutional debt.

SECTION 8. MISCELLANEOUS PROVISIONS

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Applicant’s Sale or Transfer of the Development.** Prior to any sale or other transfer of ownership rights in the Development, Applicant shall notify the City in writing of such sale or transfer 30 business days before the effective date of such sale or transfer.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning, or conveying in any way any rights to receive the Grant or Grants that are subject of this Agreement without the City’s consent to assignment other than to an affiliate of Applicant. Any such attempt to sell, transfer, assign, or convey without the City’s prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.

- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than 120 days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7% per annum. The interest will accrue from the date the Grant payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Grant payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.
- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, 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 obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov.

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

With a Copy to: The City of El Paso
 Attn: Economic & International Development Department
 P. O. Box 1890
 El Paso, Texas 79950-1890

To the Applicant: Popular Building El Paso, LLC
 Attn: Robert Palacios
 221 N Kansas St, Ste 700
 El Paso, TX 79901

- M. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.
- N. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.
- O. **Governmental Function.** The parties agree that the City is entering into this Agreement as a governmental entity performing a governmental function, implementing a government grant program intended to provide a public benefit.
- P. **Compliance with the Law.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement. If applicable, then the Applicant will procure all licenses and pay all fees or other charges as required to complete the Work under this agreement.
- Q. **Third-Party Beneficiaries.** There are no third-party beneficiaries for this Agreement.

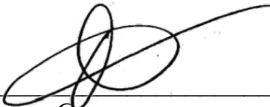
[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

CITY OF EL PASO:

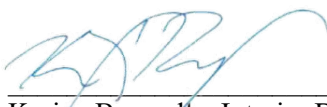
Dionne Mack
City Manager

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Interim Director
Economic & International Development

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2024, by
Dionne Mack as City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

My Commission Expires: _____

Notary Public, State of Texas

[Signatures continue on the following page]

APPLICANT: Popular Building El Paso
LLC, a Texas limited liability company

By: 


Robert Palacios
Principal

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF EL PASO §

This instrument was acknowledged before me on the 13th day of November, 2024 by
Robert Palacios as Principal for Popular Building El Paso LLC, a Texas limited liability company.


Notary Public, State of Texas

My Commission Expires:

06/27/2028

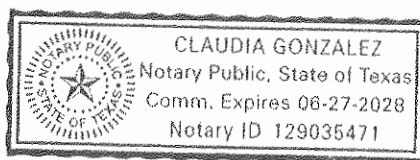


EXHIBIT A

Legal Description of the Real Property

12 MILLS WLY PT OF BLK & PT OF CLSD ALLEY BTW (120' ON NLY - IRREG ON ELY -190.48'
ON SLY - 183.05' ON WLY) (30527.09 SQ FT)

EXHIBIT B

Description of Development

The Development will include the construction of approximately 99 apartment units, 20,000 square feet of retail space, and 40 underground parking spaces in the building located at 301 E. San Antonio Ave. in downtown El Paso.

Originally built as the home of The Popular department store, 301 E. San Antonio Ave. was completed in 1917 and designed by famed El Paso architect Henry C. Trost, of the firm Trost & Trost. The building was constructed in the Chicago architectural style, and features a reinforced concrete skeleton, enclosed by brick walls, and veneered with white terra cotta tiling on the upper floors and granite on the ground floor. The original building is “L” shaped, with street-facing frontage on both N. Mesa St. and E. San Antonio Ave. Two additions to the building were built later in the property’s history. The first, along E. San Antonio Ave., was built in 1946 with Chicago-style architecture matching the original. The second, fronting N. Mesa St. and Texas Ave., was built in 1950 in a modern style.

Founded as the Popular Dry Goods company by Hungarian immigrant Adolph Schwartz in 1902, The Popular quickly grew from a small general store into the premier department store in the greater El Paso area. Its move to the E. San Antonio Ave. building solidified its status as the region’s largest and most important department store. After Adolph Schwartz’ death in 1941, his descendants continued to run The Popular until its closure in 1995. At its peak, The Popular operated four department stores throughout the city of El Paso.

The Development will restore this iconic building to its former glory, bring much needed housing supply to downtown El Paso, and reinvigorate the streetscape with new commercial businesses.

The apartment units will feature of mixture of studio, 1-bedroom, and 2-bedroom units, with a portion being reserved for affordable housing. This will ensure that the apartments are appealing and accessible to El Pasoans of various of family structures, stages of life, and income levels. All apartments will be built to Class A standards, and residents will have access to amenities including a fitness center, coworking area, and rooftop deck. This is projected to be one of the largest market-rate downtown housing developments in El Paso’s history.

The commercial spaces will target a mixture of national and local tenants. Efforts will be made to attract categories of businesses currently missing from downtown El Paso, such as a full-service grocery store. Other potential tenants could include fine dining and casual restaurants, coffee shops, hair salons and spas, and boutique retail stores.

The Development’s positive impact will spread far beyond the building itself. Well over 100 residents will call the Development home, some of whom will likely work in downtown El Paso. Others will frequent the numerous museums, theaters, entertainment venues, restaurants, bars, and festivals that downtown offers. This will contribute to making the urban core of El Paso a more walkable, vibrant, and environmentally sustainable place. Additionally, the development’s commercial spaces will attract customers from across El Paso and throughout the binational region, adding to the renewed sense of life downtown.

Renderings/Building Plans:

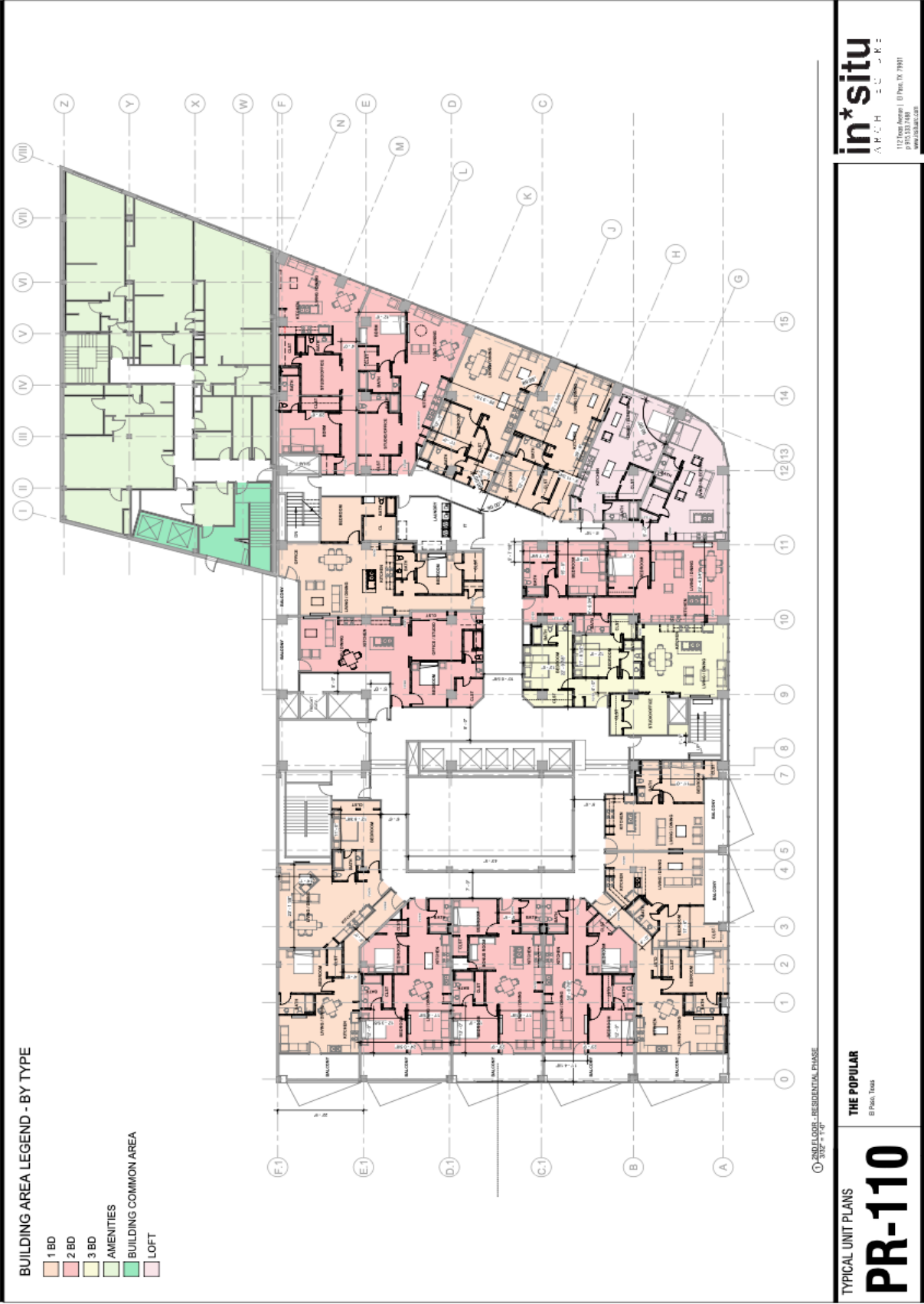




EXHIBIT C
Grant Submittal Package Form

[Applicant] believes that it has substantially met its obligations under the Chapter 380 Agreement dated the _____ day of _____ 20__ and signed by _____ of **[Applicant]**. Pursuant to the Agreement, **[Applicant]** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: EDCompliance@elpasotexas.gov;
2. Completed Grant Submittal Package Form
3. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Development Permits;
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
5. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the construction Materials Sales Tax Rebate (receipts, invoices, bank and/or credit card statements, checks);
6. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
7. **[INITIAL GRANT SUBMITTAL ONLY]** Certificate of Occupancy or Lease
8. **[INITIAL GRANT SUBMITTAL ONLY]** 1295 Form
9. Property tax payment receipt showing proof of payment for calendar tax year being requested (real and personal **if applicable**):
10. Retailers Report
11. Provide the lease agreement displaying rent amounts
12. Provide list/percentage of occupancy rate of commercial and residential space.
13. Provide list/percentage of occupied apartments by moderate income housing units.
14. Provide police department statement of compliance.

It is understood by **[Applicant]** that the City of El Paso has up to ninety **(90) days** to process this request and reserves the right to deny the Grant request if the Applicant has not complied with the terms of the Agreement.

[Applicant]

Name: _____

Title: _____

EXHIBIT D

Property Tax Rebate Table

Year	City Property Tax Rebate Incentive
1	\$ 218,076.27
2	\$ 224,618.55
3	\$ 231,357.11
4	\$ 238,297.82
5	\$ 245,446.76
6	\$ 252,810.16
7	\$ 260,394.47
8	\$ 268,206.30
9	\$ 276,252.49
10	\$ 284,540.06
Total	\$ 2,500,000.00

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

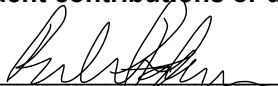
I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: _____

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

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- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

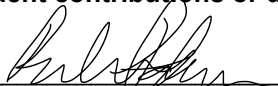
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OR

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT (\$)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:  Date: _____



Legislation Text

File #: 24-1568, 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

Office of Management and Budget, K. Nicole Cote, 915-212-1092

Capital Improvement Department, Yvette Hernandez, 915-212-0065

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 transfer, attached to the Resolution as Exhibit A, for the Capital Improvement Department in support of allocating investment interest proceeds to set up budget for Art Museum expenditures associated for the HVAC system and the closure of project PCP20PRK01I - McKelligon Canyon Party Hall.

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

AGENDA DATE: November 19, 2024

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

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

Yvette Hernandez, Capital Improvement (915) 212-0065

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT:

Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to this Resolution as Exhibit A, for the Capital Improvement Department in support of allocating investment interest proceeds to set up budget for Art Museum expenditures associated for the HVAC system and the closure of project PCP20PRK01I - Mckelligon Canyon Party Hall.

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 2024 - 2025 Annual Budget for the City of El Paso was adopted by Resolution on August 20, 2024.

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT:

City Manager's Office - Office of Management and Budget,
Capital Improvement Department,

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 20, 2024, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2025 City budget by resolution (“Budget Resolution”); and

WHEREAS, Section 6 of the FY2025 Budget Resolution authorizes the City Manager or designee to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed \$100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding \$100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement Department requires a budget transfer in excess of \$100,000, which in accordance with Section 6 of the FY2025 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfer, attached to this Resolution as Exhibit A, for the Capital Improvement Department in support of allocating investment interest proceeds to set up budget for Art Museum expenditures associated for the HVAC system and the closure of project PCP20PRK01I - Mckelligon Canyon Party Hall.

APPROVED this ____ day of _____, 2024.

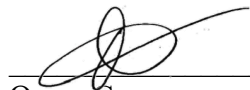
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget

Exhibit A

Capital Improvement Program (CIP) Budget Transfer Request FY 2025

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REQUEST

FY 2025

BT Number	Justification	Fund	Project	Increase	Funding Source
2025-0155	Closure of PCP20PRK01I McKelligon Canyon Party Hall project	4800	PCP20PRK01I	\$ (30,000.00)	Mckelligon Canyon Party Hall
2025-0173	Set up budget for Art Museum from Investment Interest for HVAC System	4800	PCP23EPMAHVACI	\$ 750,870.00	MCAD Art Museum HVAC Inv

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Tony Miller
Business Name	Alon Brands, Inc., as agent of Southwest Convenience Stores, LLC
Agenda Item Type	Change Order: 2022-0618 Vehicle Offsite Fueling (Re-Bid)
Relevant Department	Streets and Maintenance

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☒

I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐

I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

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Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature:

DocuSigned by:

Tony Miller

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 Date: 11/1/2024