

Renard U. Johnson
Mayor

Dionne Mack
City Manager



CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

April 01, 2025

**COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 864-122-685#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on April 1, 2025 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

Via television on City15,

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

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:

Regular Council Meeting, April 1, 2025 Conference ID: 864-122-685#

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 SENIOR CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

Hanks High School at the invitation of City Representative Lily Limón

Noah Isaiah Arias

MAYOR'S PROCLAMATIONS

Sexually Transmitted Infection Awareness Month

Earth Day Celebration Event

Autism Acceptance Month

National Public Safety Telecommunicators Week

Transgender Day of Visibility

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 March 18, 2025, the Agenda Review Meeting of March 17, 2025, and the Work Session of March 17, 2025.

[25-410](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

[25-84](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Butterfield Trail Industrial Park Lease by and among the City of El Paso ("Lessor"), Butterfield 15 LK, LLC ("Assignor") and Sealy Leigh Fisher Blvd. II, LLC ("Assignee") regarding the following property:

[25-390](#)

All of Lots 7, 8, 9, and 10, Block 8 Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas.

District 3

Airport, Juan Antonio Nevarez, (915) 212-7301
Airport, Deborah Olivas, (915) 212-7337

4. A Resolution that the City Manager, or designee, be authorized to sign an Air Cargo Building Lease Agreement with the City of El Paso ("Lessor") and Meyer Logistics, Inc. ("Lessee"), for air cargo space at the El Paso International Airport for a period of 1 year with automatic renewal for four (4) additional terms of one (1) year each, regarding the following property:

[25-403](#)

6411 Convair Road, Building #2

District 3

Airport, Tony Nevarez, (915) 212-7301
Airport, Deborah Olivas, (915) 212-7337

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

5. A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the County of El Paso in which the County authorizes the City to use the El Paso County Sheriff's incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

[25-381](#)

All Districts

Police, Assistant Chief Juan F. Briones, (915) 212-4304

6. A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5185402 for the City of El Paso Fire Department project identified as "Enhancement of Special Response Team-Extrication Capabilities" to provide financial assistance to the City of El Paso. Requesting \$248,741.95, no cash match required. The grant period will be from September 1, 2025 through August 31, 2026.

[25-382](#)

All Districts

Fire, Chief Jonathan P. Killings, (915) 212-5665

7. A Resolution authorizing the City Manager or designee to submit to the Texas Department of Emergency Management, grant application number 4781 for the City of El Paso Office of Emergency Management project identified as "El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates" to provide financial assistance to the City of El Paso. Requesting \$90,000 with a cash match of \$30,000 (25%) for a total project amount of \$120,000. The grant period will be from December 1, 2025 to December 1, 2026.

[25-386](#)

All Districts

Fire, Chief Jonathan P. Killings, (915) 212-5665

Goal 3: Promote the Visual Image of El Paso

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

[25-298](#)

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

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

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

9. A Resolution authorizing the City Manager, or designee, to enter into a Department of the Army Right of Entry for Environmental Assessment and Response (ROE) with the United States of America (Government) to allow the Government the right to enter City property located north of Castner Range, in El Paso County, Texas, for the purpose of identifying and removing Munitions and Explosives of Concern (MEC) and conducting a baseline ecological and human risk assessment. The term of the ROE is for a period not to exceed 60 months.

[25-385](#)

District 4

City Manager's Office, Mary Lou Espinoza, (915) 212-0825

10. A Resolution that the Taxpayer, PHILIP & LAUREN M LAVRETSKY REVOCABLE LI, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$668.35, for the property with the following legal description:

[25-394](#)

2 THE WILLOWS #1 LOT 14 (13199.20 SQ FT)

District 1

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

11. A Resolution that the Taxpayer, WALDO J P REGALADO, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on

[25-395](#)

the 2024 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$378.37, for the property with the following legal description:

4 MESQUITE TRAILS #1 LOT 41 (7098.93 SQFT)

District 6

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

12. A Resolution that the Taxpayer, HOT SHOT FINAL MILE, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$97.59, for the property with the following legal description:

[25-406](#)

FURN VEH

District 3

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

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

13. The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

[25-391](#)

Request that the Director of Purchasing & Strategic Sourcing be authorized to notify RP of EPT, Inc. that the City is terminating Contract No. 2023-0234 on Call Plumbing Services for convenience, pursuant to the Contract Clauses-Section 7A of this contract, due to contract expenditures being met and that the termination shall be effective as of April 1, 2025.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance. Randy Garcia, (915) 212-7000

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. Kenneth Bell to the Fair Housing Task Force, as an alternate member, by Representative Deanna M. Rocha, District 3.

[25-433](#)

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

15. Michael Adjemian to the City Accessibility Advisory Committee by Representative Deanna M. Rocha, District 3.

[25-434](#)

Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

CONSENT AGENDA - BOARD APPOINTMENTS:

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

16. Patricia A. Macias to the Ethics Review Commission by Representative Art Fierro, District 6. [25-430](#)

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

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

17. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B) [25-383](#)

All Districts

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

18. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment C) [25-384](#)

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

Goal 3: Promote the Visual Image of El Paso

19. Discussion and action on a Resolution to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000 for the purchase of a Silver Sponsor package for the Texas Spanish Spelling Bee 2025. The sponsorship packages assist in supporting key event needs to include venue rental, meals for attendees, trophies for the top three spellers, diplomas/certificates and medals for participants. [25-432](#)

District 6

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

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

20. Discussion and action to authorize the amendment of the Resolution that was approved by City Council on January 22, 2025 to use Discretionary funds, to include the cost of commute in Austin. [25-431](#)

District 4

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

21. Discussion and action to direct the City Manager and City Attorney to prepare a resolution or ordinance, as appropriate, to establish the Bond Overview Advisory Committee (BOAC) as a permanent standing committee, expanding its purview to include oversight functions related to City of El Paso bond-funded projects. [25-435](#)

All Districts

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

Members of the City Council, Representative Lily Limón, (915) 212-0007

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

22. Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below: [25-413](#)
1. Mathew McElroy, Position 6, term expires February 1, 2027
 2. Lina Ortega, Position 2, term expires February 1, 2027
 3. Robert Palacios, Position 4, term expires February 1, 2027
 4. Monica Perez, Position 1, term expires February 1, 2026

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES**Goal 6: Set the Standard for Sound Governance and Fiscal Management**

23. Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2024. [25-388](#)

All Districts

Office of the Comptroller, Margarita Marin Lopez, (915) 212-1174

City Manager's Office, Robert Cortinas, (915) 212-1067

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: 864-122-685#

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

24. An Ordinance approving an amendment to the Contract of Sale between the City of El Paso and VENU (dba Notes Live Inc.), a Colorado Corporation, amending the acreage of the property located at the Northeast Corner of Cohen Avenue and U.S. Highway 54, El Paso, TX 79924, legally described as a Portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas; and clarifying provisions pertaining to the parking agreement, title, and closing. [25-416](#)

District 4

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

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025

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

25. An Ordinance granting Dominion Ambulance, LLC., a franchise extension and amending Ordinance 019489 to modify its franchise rate, and to operate a non-emergency ambulance transfer service. [25-396](#)

All Districts

Fire, Chief Jonathan P Killings, (915) 212-5665

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025

26. An Ordinance granting Elite Medical Air Transport, LLC D/B/A Emergent Air, a franchise extension and amending Ordinance 019518 to modify its franchise rate, and to operate a non-emergency ambulance transfer service. [25-397](#)

All Districts

Fire, Chief Jonathan P. Killings, 915-212-5665

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025

27. An Ordinance granting Elite Medical Transport of Texas, LLC., a franchise extension and amending Ordinance 019488 to modify its franchise rate, and to operate a non-emergency ambulance transfer services.

[25-398](#)

All Districts

Fire, Chief Jonathan P. Killings, 915-212-5665

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025

28. An Ordinance granting Life Ambulance Service, INC., a franchise extension and amending Ordinance 019491 to modify its franchise rate, and to operate a non-emergency ambulance transfer service.

[25-399](#)

All Districts

Fire, Chief Jonathan P. Killings, 915-212-5665

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025**REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:****Goal 7: Enhance and Sustain El Paso's Infrastructure Network**

29. The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

[25-387](#)

Award Summary:

Discussion and action on the award of Solicitation 2024-0387 On Call Plumbing Services to Bella Luna Engineering & Building Maintenance for an initial term of three (3) years for an estimated amount of \$360,000.00. The award also includes a two (2) year option for an estimated amount of \$240,000.00. The total contract time is for five (5) years for a total estimated amount of \$600,000.00. This contract will allow the repairs and maintenance for all plumbing at city owned facilities.

Contract Variance:

No variance in comparison to the previous contract awarded for these services due to the same budgeted amount being awarded.

Department: Streets and Maintenance

Award to: Bella Luna Engineering and Building Maintenance

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$120,000.00

Initial Term Estimated Award: \$360,000.00

Option Term Estimated Award: \$240,000.00
Total Estimated Award \$600,000.00
Account(s) 532-1000-522270-32020-P3254
Funding Source(s): General Fund
District(s): All

This was a Best Value Bid Procurement - Service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Bella Luna Engineering and Building Maintenance the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Streets and Maintenance, Randy Garcia, (915) 212-7000

REGULAR AGENDA - OTHER BUSINESS:

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

30. Discussion and action that the City Manager, or designee, be authorized to effectuate the listed budget transfer to:

[25-405](#)

1. Set up County P25 Digital Radio System reimbursement revenue of \$320,788.36 to use for IT Infrastructure 2025 project equipment needs. (Internal Capital Fund)
2. Transfer a total project savings of \$170,159.73 from Education Discovery, Shaded Concessions and Support Elements projects in to Endangered Species Breeding Center project. (2012 QoL GO Fund)
3. Transfer \$195,338.65 from unprogrammed project balances in to Penguin Exhibit project. (2012 QoL GO Fund)
4. Transfer \$285,980.63 from unprogrammed project balances to complete Doniphan & West Green Traffic Signal project. (2013 Street Infrastructure, 2017 and 2019 CO Funds)
5. Transfer \$172,090.43 from Neighborhood Improvement Projects Master to set-up East Cave Park project. (2012 QoL GO Fund)

All Districts

Office of Management and Budget, Bonnie Cordova, (915) 212-1412
Information Technology, Carolyn Patrick, (915) 212-1408
Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

31. Discussion and action to approve the FY2024-2025 Audit Plan 2nd Quarter

[25-417](#)

Updates.

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

32. Discussion and action to accept the results of the Department of Public Health - Internal Control Review P2024-03. [25-418](#)

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

33. Discussion and action to accept the results of the Sun Metro Money Room - Internal Control Review P2024-01. [25-419](#)

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

34. Discussion and action to accept the results of the Division of Military Affairs - Travel and Accounts Payable Audit Report A2024-02. [25-420](#)

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

35. Discussion and action to accept the results of the Vehicle Allowance Program Analysis. [25-421](#)

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

36. Discussion and action to approve the proposed amendments to the FY2024-2025 Audit Plan. [25-422](#)

All Districts

Internal Audit, Edmundo Calderon, (915) 212-1365

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

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

- EX1.** Ricardo Rubio, et al v. City of El Paso Department of Public Health, et al; Cause No. 2018DCV0735 (551.071) [25-424](#)
City Attorney's Office, Matt Marquez, (915) 212-0033
- EX2.** Application of El Paso Electric Company to Implement Fuel Refund - PUC#57838; HQ#UTILITY-64 (551.071) [25-425](#)
City Attorney's Office, Matt Marquez, (915) 212-0033
- EX3.** Application of El Paso Electric Company to Update its Generation Cost Recovery Rider Related to Newman Unit 6 - PUC#56225; HQ#UTILITY-31 (551.071) [25-426](#)
City Attorney's Office, Matt Marquez, (915) 212-0033
- EX4.** Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071) [25-427](#)
City Attorney's Office, Oscar Gomez, (915) 212-0033
- EX5.** Temporary restraining order regarding Sun Metro Facility fire of February 11, 2025. Cause No. 2025-CPR00364 (551.071) [25-428](#)
City Attorney's Office, Karla M. Nieman, (915) 212-0033
- EX6.** Discussion on purchase, exchange, lease, or value of real property in Eastside Extraterritorial Jurisdiction; HQ 24-2691 (551.071) (551.072) [25-429](#)
City Attorney's Office, Roberta Brito, (915) 212-0033
Capital Improvement Department, Joaquin Rodriguez, (915) 212-0065
- EX7.** Discussion on economic development opportunities in Northeast El Paso, Texas. HQ#24-2438 (551.072) (551.087) [25-441](#)
Economic and International Development, Karina Bragalla, (915) 212-0094

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 #: 25-410, 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 March 18, 2025, the Agenda Review Meeting of March 17, 2025, and the Work Session of March 17, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

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

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding and the following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

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

PLEDGE OF ALLEGIANCE

Students from Mrs. Rivera and Mrs. Anchieta's 4th Grade Classes from Lundy Elementary at the invitation of Representative Alejandra Chávez

Audrey A.
Arjun A.
Vince A.
Eva B.
Wembley C.
Luke E.
Christopher G.
Grady G.
Chloe L.
Sofia M.
Jaxson O.
Luke P.
Cayson P.
Nicolas R.
Gabriel R.
Amelia S.
Ashlie S.
Jacquelyn S.
Kylie T.

Ashar A.
Aiden A
Hailey B.
Lainee C.
Lauren H.
Olivia N.
Samuel O.
Emily R.
Lauren S.
Ayan S.
Micah S.
Ezra S.
Omid S.
Braden T.
Evan T.
Emmy V.
Lauren V.
Giovanni V.
Santiago T.

MAYOR'S PROCLAMATIONS

World Tuberculosis Day

Miss Sun City USA

National Transit Employee Appreciation Day

Raiz: Opportunity Knocks

Purchasing Month

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NOTICE TO THE PUBLIC

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **APPROVE, AS REVISED**, all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

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

NAYS: Representative Limón

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CONSENT AGENDA – APPROVAL OF MINUTES:

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

-
1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of March 4, 2025, the Agenda Review Meeting of March 3, 2025, the Work Session of March 3, 2025, and the Special Meeting of March 6, 2025.

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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

-
2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

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

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CONSENT AGENDA – RESOLUTIONS:

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

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3. ***RESOLUTION**

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Industrial Site Lease by and among the City of El Paso ("Lessor"), rice's Producer, Inc. ("Assignor") and Holstein Properties, LLC. ("Assignee") regarding the following property:

All of Lots 5, 6, 17, and 18, Block 9, El Paso International Airport Tracts Unit 7, City of El Paso, El Paso County, Texas municipally known and numbered as 8101 Lockheed Dr., El Paso, Texas.

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

4.

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

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the State Homeland Security Program (SHSP) grant program entitled “Sustainment of Fire Department Special Operations Division”; and

WHEREAS, the City’s Fire Department, Special Operations Division, seeks assistance to enhance its equipment and operational capabilities to prepare, respond, and recover from specialized rescues and hazardous materials incidents; and

WHEREAS, there is a need to develop and implement regional functional exercises to prepare, respond and recover from specialized rescues and hazardous materials incidents; and

WHEREAS, the Grant requires no matching funds by the City;

WHEREAS, the City Council find that SHSP will assist local efforts and prepares for the threats and hazards that pose risk to the security of the community and the Rio Grande Council of Government region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security Program grant #5359901 for the project titled “Sustainment of Fire Department Special Operations Division” through the Texas Office of the Governor including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$104,204.23 for the period from September 1, 2025 through October 31, 2026, for the project that supports the El Paso Office of Emergency Management; and

2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and

3. That in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds of the office of the Governor in full.

5.

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

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the State Homeland Security Program (SHSP) grant program entitled “Election Security Enhancement Project”; and

WHEREAS, the City on behalf of the Office of Emergency Management is applying to this grant application with El Paso County on a joint application to the Public Safety Office; and

WHEREAS, the City seeks assistance to enhance its ability to prepare, response, and recover from election security concerns or incidents; and

WHEREAS, there is a need to develop and implement enhanced security measures to prepare, respond and recover from election security incidents; and

WHEREAS, the Grant requires no matching funds by the City; and

WHEREAS, the City Council finds that SHSP will be used to enhance election security/protection and integrity measures at the El Paso County Elections Department and the Rio Grande Council of Government region.

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

1. That the City Manager or designee is authorized to submit the State Homeland Security Program grant #5367401 for the project titled "Election Security Enhancement Project" through the Public Safety Office including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$114,894 for the period from September 1, 2025 through October 31, 2026, for the project that supports the El Paso Office of Emergency Management; and
2. That the City of El Paso shall provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss of misuse of the grant funds, the City of El Paso assures that it will return the funds to the Public Safety Office in full.

6.

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

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

That the City Manger be authorized to execute a Contract with Maria Ramirez, Judge of the Municipal Court of Appeals, to provide reasonable compensation to the Judge to cover her own clerical support and other administrative requirements for the administration of the court. The contract is for two thousand three hundred dollars (\$2,300.00) per month, twenty-seven thousand six hundred (\$27,600.00) per year, totaling one hundred ten thousand four hundred (\$110,400.00) over the four-year term of the contract.

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

7.

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

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

That the City of El Paso adopts, as its policy for the naming of spaces at the El Paso Museum of Art, the Naming Policy attached hereto as Exhibit A.**

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

8.

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

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

That the City of El Paso adopts, as its policy for the naming of spaces at the Mexican
REGULAR CITY COUNCIL MEETING MINUTES MARCH 18, 2025 4

American Cultural Center, the Naming Policy attached hereto as Exhibit A.**

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

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

9.

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

WHEREAS, the City of El Paso (City) created the Camino Real Regional Mobility Authority (CRRMA) by City Council Resolution of March 13, 2007 in order to directly benefit the State of Texas, the City and the traveling public through the improvement of the State's transportation system in and around the City of El Paso;

WHEREAS, upon its creation, the CRRMA engaged the City to provide initial management services and other assistance to the CRRMA, including by way of example, the provision of an Executive Director, office space, IT and communications services;

WHEREAS, the provision of such management services allowed the CRRMA to rely on the resources of the City, thereby allowing for the CRRMA to immediately focus on the improvement of the region's transportation system through the development of major transportation projects, rather than devoting time and effort on administrative, management and associated activities normally required of newly created agencies; and

WHEREAS, the City and the CRRMA recognize the benefit of the CRRMA's focus on transportation projects in the region, as opposed to administrative and management activities, and therefore desire to continue the City's provision of management services to the CRRMA that will allow for the continued effective and efficient operation of the CRRMA, which benefits both parties and the region's transportation system;

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

That the Mayor be authorized to execute a Management Services Agreement by and between the City and the CRRMA and any related documents necessary, whereby the City shall provide various management services to the CRRMA.

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

10.

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

WHEREAS, on August 31, 2021, the City of El Paso ("City") awarded Contract No. 2021-1263 Thermoplastic Striping to the following vendor:

1. Pavement Marking, LLC dba PMI Pavement Marking LLC

WHEREAS, pursuant to the General Conditions - Section 6.9.2: Right of the Owner to Terminate Contract, and

WHEREAS, the City desires to terminate the Contract without cause.

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

That the Director of Purchasing & Strategic Sourcing is authorized to notify Pavement

Marking, LLC dba PMI Pavement Marking LLC that the City is terminating Contract No. 2021-1263 Thermoplastic Striping for convenience, pursuant to General Conditions - Section 6.9.2 of this contract, and that the termination shall be effective as of March 18, 2025. The termination is due to contract expenditures being met.

.....
CONSENT AGENDA – BOARD RE-APPOINTMENTS:
.....

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

11. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Matthew K. Behrens to the Regional Renewable Advisory Council by Representative Chris Canales, District 8.

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

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

12. *Motion made, seconded, and unanimously carried to **APPOINT** Claudia Lorena Payan Lozano to the Committee on Border Relations by Representative Ivan Niño, District 5.

Representative Niño commented.

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

13. *Motion made, seconded, and unanimously carried to **APPOINT** Sairy Cohen to the Zoning Board of Adjustment by Representative Chris Canales, District 8.
14. *Motion made, seconded, and unanimously carried to **APPOINT** George Cruz to the Zoning Board of Adjustment, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3.

Representative Maldonado-Rocha commented.

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

15. *Motion made, seconded, and unanimously carried to **APPOINT** Valeria Contreras to the Museums and Cultural Affairs Advisory Board by Representative Chris Canales, District 8.

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

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

16. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below:
1. Advantax – Timothy Ferraro, in the amount of \$22,943.05, made an overpayment on January 31, 2025 of 2024 taxes. (Geo.# 23PP-999-2378-3042)
 2. Sunland Park CDJR, in the amount of \$115,903.05, made an overpayment on January 22, 2025 of 2024 taxes. (Geo.# 1492-999-1262-5134)
 3. Daniel Tovar, in the amount of \$3,454.31, made an overpayment on February 15, 2025 of 2024 taxes. (Geo.# A781-000-0010-1300)

4. Sergio V. Ortega, in the amount of \$3,727.72, made an overpayment on January 30, 2025 of 2024 taxes. (Geo.# M794-999-0490-1500)
5. Saul A. Lujan, in the amount of \$6,296.85, made an overpayment on January 31, 2025 of 2024 taxes. (Geo.# R246-999-0080-1400)
6. La Cantera Pavilion LLC, in the amount of \$5,146.16, made an overpayment on December 23, 2024 of 2024 taxes. (Geo.# V639-999-0010-0100)
7. Grace P. Hawley, in the amount of \$4,516.59, made an overpayment on December 14, 2024 of 2024 taxes. (Geo.# W145-999-0540-0900)

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

17. *Motion made, seconded, and unanimously carried to **NOTE** pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Lily Limón in the amounts of \$500 from Suzanne & Paul Dipp, \$1,000 from El Paso Electric Co. Employees PAC, and \$2,000 from Lawrence A. Romero.
-

CONSENT AGENDA – NOTICE FOR NOTATION:

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

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

Representative Limón commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

19. *Motion made, seconded, and unanimously carried to **NOTE** the bids and proposals rejected administratively by the Purchasing Director. The reporting period covers from December 16, 2024 to February 18, 2025.

1. 2025-0057R Repair and Maintenance OCS - Mass Transit - Sun Metro
 2. 2025-0053 Zoo Produce Diet – Zoo
-

CONSENT AGENDA – REQUEST TO ISSUE PURCHASE ORDERS:

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

20. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) to increase contract 2022-0242 Pierce Proprietary Parts and Maintenance Training Service to Siddons - Martin Emergency Group, LLC. This change order will increase referenced contract by \$216,000.00 for a total

estimated amount not to exceed \$1,080,000.00. This change order will allow the department to add capacity for the remainder of the contract.

Department:	Fire Award to: Siddons - Martin Emergency Group, LLC
City & State:	Houston, TX
Current Contract Estimated Amount:	\$864,000.00
Change Order Award:	\$216,000.00
Total estimated Amount not to Exceed:	\$1,080,000.00
Account(s):	322 - 1000 - 22090 - 531180 - P2216
Funding Source(s):	General Fund
District(s):	All

This was a Non-Competitive Award - Sole Source contract.

CONSENT AGENDA – BIDS:

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

21. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2025-0169 Roofing Materials & Supplies to Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply for an initial term of three (3) years for an estimated amount of \$300,000.00. This contract will allow for the purchase of all roofing materials and supplies to be used for maintenance purposes at City owned facilities.

Contract Variance:

Not applicable, new contract.

Department:	Streets and Maintenance
Award to:	Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00
Option Term Estimated Award:	NA
Total Estimated Award:	\$300,000.00
Account(s):	532000-532-1000-31040-P3120
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply the sole lowest responsive and responsible bidder.

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

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

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

- 22. ITEM:** Discussion and action to direct the City Manager and City Attorney to prepare a presentation for the Mayor and City Council regarding Robert's Rules of Order as it relates to making motions and amendments to City Council action items in the next 30 days during an upcoming City Council Work Session.

Representatives Acevedo, Boyar Trejo, and Limón commented.

Ms. Karla Nieman, City Attorney, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Acevedo, seconded by Representative Maldonado-Rocha, and unanimously carried to **DIRECT** the City Manager and City Attorney to prepare a presentation for the Mayor and City Council regarding Robert's Rules of Order as it relates to making motions and amendments to City Council action items in the next 30 days during an upcoming City Council Work Session.

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

NAYS: None

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

23. RESOLUTION

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board occurred on December 12, 2024 with the resignation of the first term of Lisa Saenz, who filled the position which required expertise in the area of Financial Management; and

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by persons interested in filling the vacant position and submits to the City Council the names and the ranking of three eligible candidates; and

WHEREAS, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on February 18, 2025, pursuant to the Texas Open Meetings Act and approved the selection and ranking of the top three eligible candidates for consideration and appointment by City Council.

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

THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on February 18, 2025 pursuant to the Texas Open Meetings Act and approved the selection and ranking the following eligible candidates for consideration and appointment by the City Council to fill a vacancy on the El Paso Water Utilities Public Service Board in the area of Financial Management:

(Tie) Ranked 1st: Lane Gaddy
(Tie) Ranked 1st: John Hjalmsquist
Ranked 2nd: Ekhi Muniategui

THAT, the El Paso City Council hereby appoints **Lane Gaddy** to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of Financial Management. The term of appointment shall commence on **March 18, 2025**, and shall be for a four (4) year term.

Note: Mr. Hjalmsquist withdrew his name from the list prior to the meeting.

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

Motion made by Representative Acevedo, seconded by Representative Fierro, and carried to **APPROVE** a Resolution.

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

NAYS: Representative Limón

24.

RESOLUTION

WHEREAS, a vacancy in the El Paso Water Utilities Public Service Board occurred on February 10, 2025 with the expiration of the first term of Charlie Intebi, who filled the position, which required expertise in the area of General Business Management; and

WHEREAS, the City of El Paso adopted Ordinance Number 017167 which requires that any vacancy in the membership of the El Paso Water Utilities Public Service Board be filled by the City Council; and

WHEREAS, the City of El Paso by Resolution established the El Paso Water Utilities Public Service Board Selection Committee, to be comprised of the members of the Public Service Board and such additional members as appointed by the City Council to assist City Council in selecting eligible candidates to fill the vacancy; and

WHEREAS, under the Resolution, the El Paso Water Utilities Public Service Board Selection Committee reviews resumes submitted by persons interested in filling the vacant position and submits to the City Council the names and the ranking of three eligible candidates; and

WHEREAS, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on February 18, 2025, pursuant to the Texas Open Meetings Act and approved the selection and ranking of the top three eligible candidates for consideration and appointment by City Council.

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

THAT, a quorum of the El Paso Water Utilities Public Service Board Selection Committee met on February 18, 2025 pursuant to the Texas Open Meetings Act and approved the selection and ranking the following eligible candidates for consideration and appointment by the City Council to fill a vacancy on the El Paso Water Utilities Public Service Board in the area of General Business Management:

Ranked 1st: Charlie Intebi
Ranked 2nd: Lane Gaddy
Ranked 3rd : Amy Ross

THAT, the El Paso City Council hereby appoints **Charlie Intebi** to fill the vacancy on the El Paso Water Utilities Public Service Board in the area of General Business Management. The term of appointment shall commence on **March 18, 2025** and shall be for a four (4) year term.

Mayor Johnson and Representatives Acevedo and Canales commented.

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

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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- 25. ITEM:** Discussion and action to direct the City Manager to coordinate and arrange federal legislative meetings, inclusive of City Staff and each of the City Council Districts and Mayor, in Washington, D.C. with Federal lawmakers and federal agencies to meet the City of El Paso's strategic agenda, identify key stakeholders, and secure necessary resources to ensure effective representation of our city's needs in Washington, D. C. It is further requested that the City Manager prepare a presentation in the next 30 days on establishing a travel fund dedicated toward advocating for the City's state and federal agendas during the upcoming budget workshops for Fiscal year 2026.

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

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Boyar Trejo, seconded by Representative Acevedo, and carried to **DIRECT** the City Manager to coordinate and arrange federal legislative meetings, inclusive of City Staff and each of the City Council Districts and Mayor, in Washington, D.C. with Federal lawmakers and federal agencies to meet the City of El Paso's strategic agenda, identify key stakeholders, and secure necessary resources to ensure effective representation of our city's needs in Washington, D. C. It is further requested that the City Manager prepare a presentation in the next 30 days on establishing a travel fund dedicated toward advocating for the City's state and federal agendas during the upcoming budget workshops for Fiscal year 2026.

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

NAYS: Representatives Limón and Canales
NOT PRESENT FOR THE VOTE: Representative Fierro

Goal 8: Nurture and Promote a Healthy, Sustainable Community

26.

RESOLUTION

WHEREAS, the Representative of District 8 desires to use discretionary funds for nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners.

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

THAT City Council declares the expenditure of District 8 discretionary funds, in an amount not to exceed \$3,500.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including storage containers, mobile microchip scanners, hardware, locks, and related accoutrements, serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners.

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

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

Ms. Patricia Osmond, citizen, commented.

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

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES:

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

27. Staff from the Office of Congresswoman Veronica Escobar will provide a mid-year update on federal programs, proposed legislation, constituent services, and updates on Federal Fiscal Year 2026.

Mr. Omar Martinez, Legislative Affairs Assistant Director, introduced the item.

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

- Mr. Benjamin Harrison, Legislative Director
- Ms. Emily Loya, District Director

Representatives Fierro and Limón commented.

Ms. Patricia Osmond, citizen, commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Ms. Claudia Patricia Contreras
2. Mr. Ron Comeau
3. Ms. Karen Washington
4. Ms. Barbara Valencia
5. Mr. Christian Ottobre
6. Ms. Alicia Lopez
7. Ms. Toni Robles
8. Mr. Sam Armijo
9. Ms. Elizabeth Crawford
10. Ms. Briza Regalado
11. Ms. Patricia Osmond

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

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

NAYS: None

Goal 3: Promote the Visual Image of El Paso

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- 28.** An Ordinance changing the zoning of Tracts 2-B, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, City of El Paso, El Paso County, Texas from R-3 (Residential) to C-1/c (Commercial/conditions), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 523 Giles Road

Applicant: Daniel Resendez, PZRZ24-00011

-
- 29.** An Ordinance changing the zoning of all of Tracts 1D1 and 5A and a portion of Tracts 2A1 and 5C, Section 2, 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 R-5 (Residential), and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Stan Roberts Sr. Ave. and East of US-54 Patriot Freeway

Applicant: Pay All My Friends, LLC, PZRZ24-00030

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025 FOR ITEMS 28 AND 29

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

30. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **AWARD** of Solicitation 2025-0108 Lone Star Golf Club Irrigation System Improvements to Mid-America Golf and Landscape dba Mid-America Sports Construction for a total estimated amount of \$3,468,742.39. This project will replace the existing irrigation system in the Lone Star Golf Club to address the aging and failing irrigation system in the golf course.

Department:	El Paso International Airport
Award to:	Mid-America Golf and Landscape dba Mid-America Sports Construction
City & State:	Lee's Summit, MO
Item(s):	Base Proposal I
Contract Term:	210 Consecutive Calendar Days
Base Bid I:	\$3,468,742.39
Total Estimated Award:	\$3,468,742.39
Account(s):	562-3010-62335-580270-PAP01008
Funding Source(s):	Airport Enterprise Fund
District(s):	All

This was a Competitive Sealed Proposal Procurement lump sum contract.

The Purchasing & Strategic Sourcing, Capital Improvement and El Paso International Airport Departments recommend award as indicated to Mid-America Golf and Landscape dba Mid-America Sports Construction the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

NAYS: None

31.

RESOLUTION

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and Parkhill, Smith & Cooper, Inc., a Domestic For-Profit Corporation, for a project known as "Construction Management & Inspection Services for the El Paso International Airport Five Node Intersection Remediation" for an amount not to

exceed \$1,487,123.00; and that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and to approve Additional Services for an amount not to exceed \$50,000.00 if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of \$1,587,123.00; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Representative Acevedo commented.

Ms. Shane Brooks, Aviation Development Assistant Director, commented.

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

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

NAYS: None

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

32. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) for Solicitation 2025-0211 Pierce Proprietary Parts to Siddons-Martin Emergency Group, LLC, the authorized distributor for Pierce proprietary parts for a term of three (3) years for an estimated amount of \$1,185,560.55. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the purchase of Pierce proprietary parts, repair, maintenance and training service for fire apparatus.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$321,560.55 for the three (3) year term, which represents a 37.22% increase. The increase is due to price increases for parts, repair, maintenance and training.

Department:	Fire
Award to:	Siddons-Martin Emergency Group, LLC.
City & State:	Houston, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$395,186.85
Initial Term Estimated Award:	\$1,185,560.55
Option Term Estimated Award:	NA
Total Estimated Award:	\$1,185,560.55
Account(s):	322-1000-22090-531180-P2216
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -(7) a procurement of items that are available from only one source, including: (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing Department and Fire Department recommend award as indicated to Siddons-Martin Emergency Group, LLC under the exemption listed above.

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

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

NAYS: None

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

- 33.** Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) for Solicitation 2025-0334 Postage to The Pitney Bowes Bank, Inc. dba The Pitney Bowes Reserve Account, the sole source provider for postage for the mail sorter equipment, for a term of three (3) years, with an estimated amount of \$1,112,956.56. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will be used for postage to support the daily mailroom activities and operations.

Contract Variance:

No variance, new contract.

Department:	Information Technology Services
Award to:	The Pitney Bowes Bank, Inc. dba The Pitney Bowes Reserve Account
City & State:	Salt Lake City, UT
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$370,985.52
Initial Term Estimated Award:	\$1,112,956.56
Option Term Estimated Award:	N/A
Total Estimated Award:	\$1,112,956.56
Account(s):	239-1000-15250-523040-P1523
Funding Source(s):	General Fund
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -(7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Information Technology Services Departments recommend award as indicated to The Pitney Bowes Bank, Inc. dba The Pitney Bowes Reserve Account under the exemption listed above.

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

Representatives Fierro and Limón commented.

Ms. Jenny Simsuangco, Procurement Analyst, commented.

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

NAYS: None

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

34. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **AWARD** of Solicitation 2025-0088 Citywide Parkway Structures 2025 to Horizone Construction I, Ltd for an estimated amount of \$1,279,193.50 and Martinez Bros. Contractors, LLC for an estimated amount of \$1,193,820.00 for a term of two (2) years, for a total estimated amount of \$2,473,013.50. This contract will be used for the construction/installation of various types of concrete, City right-of-way preparation, and earthwork at various locations citywide.

Department:	Streets and Maintenance
Award to:	Horizone Construction I, Ltd
City & State:	El Paso, TX
Item(s):	Base Bid I
Term:	2 Years
Term Estimated Award:	\$1,279,193.50

Award to:	Martinez Bros. Contractors, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I
Term:	2 Years
Term Estimated Award:	\$1,193,820.00

Total Estimated Award:	\$2,473,013.50
Account(s):	532-4930-32020-580250-PIF24ADA00 532-4930-32020-580250-PIF25ADA00

	532-1000-32040-522270-P3230
Funding Source(s):	Capital Internal Projects Fund General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing, Capital Improvement, and Streets and Maintenance Departments recommend award as indicated to Horizone Construction I, Ltd and Martinez Bros. Contractors, LLC the lowest responsive and responsible bidders.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

Representative Limón commented.

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

NAYS: None

-
35. Motion made Representative Limón, seconded by Representative Canales, and unanimously carried to **AWARD** of Solicitation 2024-0474 Automotive Fuel- Unleaded to the following suppliers: 1) Rio Valley Biofuels LLC, 2) Tartan Oil dba Saratoga Rack Marketing, LLC, 3) Senergy Petroleum LLC for a total estimated amount of \$9,600,000.00. This contract will provide unleaded automotive fuel to ensure the continual supply to city-owned vehicles that require fuel for daily operations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$1,200,000.00 for the initial term, which represents a 14.29% increase due to fuel prices increases.

Department:	Streets and Maintenance
Award to Primary Vendor:	Rio Valley Bio Fuels LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Terms:	2 Years
Total Contract Time:	5 Years

Award to Secondary Vendor:	Tartan Oil LLC dba Saratoga Rack Marketing LLC
City & State:	Knoxville, TN
Item(s):	All
Initial Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years

Award to Tertiary Vendor:	Senergy Petroleum LLC
City & State:	Phoenix AZ
Item(s):	All
Initial Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years

Total Annual Estimated Award:	\$3,200,000.00
Total Initial Term Estimated Award:	\$9,600,000.00
Total Option Term Estimated Award:	\$6,400,000.00
Total Estimated Award:	\$16,000,000.00

Account(s)	532-3600-531240-37020-P3701
Funding Source(s):	Internal Service Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Streets and Maintenance Department recommend award as indicated to primary vendor: Rio Valley Biofuels, LLC, secondary vendor: Tartan Oil LLC dba Saratoga Rack Marketing LLC and tertiary vendor: Senergy Petroleum LLC the highest ranked bidders based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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

NAYS: None

-
36. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and unanimously carried to **AWARD** of Solicitation 2025-0008 Connected Bike Lanes to Martinez Bros. Contractors, LLC for a total estimated amount of \$1,237,925.77. The project will consist of new buffered bike lanes, signage, and a Shared Use Path (SUP) to enhance the existing bicycle network.

Department:	Capital Improvement
Award to:	Martinez Bros. Contractors, LLC
City & State:	El Paso, TX
Item(s):	Base Bid I
Contract Term:	120 Workweek days
Base Bid I:	\$1,237,925.77
Total Estimated Award:	\$1,237,925.77
Account(s):	190-4741-28900-580270-PCP24TRAN02I
Funding Source(s):	Transportation Alternatives Set-Aside (TASA)
	Program State Transportation Development Credits
District(s):	5, 6 & 7

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Martinez Bros. Contractors, LLC the lowest responsive and responsible bidder.

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

Work under this unit price contract is only an estimated value and will be ordered, performed, invoiced, and paid by measured quantity. The actual cost of this contract may be higher or lower than the total estimated value and will be the sum total of unit prices at the end of the contract term.

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

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

NAYS: None

-
37. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **AWARD** of Solicitation 2025-0106 Street Construction Materials to Jobe Materials for Group 1, Group 2, and Group 4 for an estimated amount of \$4,121,715.00 and Desert Rock Co. for Group 3 for an estimated amount of \$523,350.00, for a term of three (3) years, for a total estimated amount of \$4,645,065.00. This contract will allow the purchase of construction materials used to maintain City owned right-of-way.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$2,756,527.50 for the initial term, which represents a 145.96% increase due to price increases additional materials added to this contract in comparison with the existing contract.

Department:	Streets and Maintenance
Award to Supplier 1:	Jobe Materials L.P.
City & State:	El Paso, Texas
Item(s):	Group 1, Group 2 and Group 4
Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years
Award to Supplier 2:	Desert Rock Co.
City & State:	El Paso, Texas
Item(s):	Group 3
Term:	3 Years
Option Terms:	NA
Total Contract Time:	3 Years
Total Annual Estimated Award:	\$1,548,355.00
Total Term Estimated Award:	\$4,645,065.00
Total Option Term Estimated Award:	NA
Total Estimated Award:	\$4,645,065.00
Account(s):	532-1000-32120-532030-P3210
Funding Source(s):	Internal Funds
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Jobe Materials L.P. and Desert Rock Co. the lowest responsive and responsible bidders.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Mayor Johnson verbally disclosed a contribution received from Stanley Jobe.

Representative Acevedo verbally disclosed a \$1,000 contribution received from Stanley Jobe.

Representative Madonado-Rocha verbally disclosed a contribution received from Stanley Jobe.

Representative Niño verbally disclosed a \$1,000 contribution received from Stanley Jobe.

Representative Fierro verbally disclosed a contribution received from Stanley Jobe.

Representative Limón verbally disclosed contributions received from Stanley Jobe.

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

NAYS: None

Goal 8: Nurture and Promote a Healthy, Sustainable Community

38. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Canales, and unanimously carried to **AUTHORIZE** the Director of Purchasing & Strategic Sourcing Department to issue Purchase Order(s) for Solicitation 2025-0311 Landfill Sprayer to LSC Environmental Products, LLC the sole source distributor of Posi-Shell equipment for an estimated amount of \$166,817.50. This contract will allow the purchase of a Posi-Shell sprayer to assist on the daily operations at the landfill for environmental compliance with Texas Commission on Environmental Quality (TCEQ).

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$25,417.11, which represents a 17.98% increase due to additional accessories.

Department:	Environmental Services
Award to:	LSC Environmental Products, LLC
City & State:	Apalachin, NY
Item(s):	All
Initial Term:	One-time
Option Term:	N/A
Total Contract Time:	One-time
Annual Estimated Award:	\$166,817.50
Initial Term Estimated Award:	\$166,817.50
Option Term Estimated Award:	N/A
Total Estimated Award:	\$166,817.50
Account(s):	334-3150-34130-580290-P3470-PESD00250
Funding Source(s):	Heavy Equipment
District(s):	All

Non-Competitive Procurement under Local Government General Exemption: Section 252.022 -(7) a procurement of items that are available from only one source - (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies.

The Purchasing & Strategic Sourcing and Environmental Services Departments recommend award as indicated to LSC Environmental Products, LLC under the exemption listed above.

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

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

NAYS: None

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

39. ORDINANCE 019712

The City Clerk read an **ORDINANCE ENTITLED: AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00006, TO ALLOW FOR A CLINIC AND SIDE YARD SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS LOT 2179, BLOCK 91, MOUNTAIN VIEW ADDITION, 4893 MAXWELL AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE.**

THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED SPECIAL PERMIT MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Motion duly made by Representative Boyar Trejo, seconded by Representative Acevedo, and carried that the Ordinance be **ADOPTED**.

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

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

NAYS: None

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

40. ORDINANCE 019713

The City Clerk read **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00003, TO ALLOW FOR AN ORPHANAGE SHELTER AND SIDE YARD SETBACK REDUCTION ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1-24, BLOCK 298, A PORTION OF LOTS 1-5 AND ALL OF LOTS 6-24, ALL OF LOTS 35-58, BLOCK 300, TOGETHER WITH THE VACATED PORTION OF CLIFF STREET BETWEEN BLOCKS 298 AND 300 AND THE VACATED ALLEY IN BLOCK 300, A PORTION OF BLOCK 302, ALL IN PIERCE FINLEY ADDITION, PLUS CHILDREN'S HOME SUBDIVISION (FORMERLY KNOWN AS TRACT 6-A FM COLLINS SURVEY #209), 1100 E. CLIFF DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED SPECIAL PERMIT MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

Representative Canales commented.

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

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

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

NAYS: None

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

41.

ORDINANCE 019714

The City Clerk read **AN ORDINANCE CHANGING THE ZONING OF LOTS 3 AND 4, BLOCK 58, EAST EL PASO, 3505 GATEWAY WEST BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO C-1 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

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

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

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

NAYS: None

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

42.

ORDINANCE 019715

The City Clerk read **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 3, BLOCK 391, TIERRA DEL ESTE UNIT SIXTY-NINE AND A PORTION OF SECTION 37 AND 48, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-2 (COMMERCIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN.

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

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

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

NAYS: None

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

43.

ORDINANCE 019716

The City Clerk read **AN ORDINANCE CHANGING THE ZONING OF TRACT 2C, BLOCK 41, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) 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.

Representative Limón commented.

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Acevedo

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

REGULAR AGENDA – OTHER BUSINESS:

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

44.

RESOLUTION

THAT the City Manager be authorized to sign a "Consent and Subordination by Lessees" by and between the City of El Paso; the United States of America through the General Services Administration ("GSA"); and the El Paso Infrastructure Collaborative ("EPIC"), whereby the parties consent to the recording of utility easements by respective

easement grantors and agree that certain leases between the parties shall be subordinate to such utility easements.

Representative Canales commented.

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

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

NAYS: None

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

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

45. **ORDINANCE 019717**
.....

The City Clerk read **AN ORDINANCE VACATING A PORTION OF NINTH AVENUE AND ALLEY RIGHT-OF-WAY, BLOCK 47, ALL WITHIN CAMPBELL ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

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

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

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

NAYS: None

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

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

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

46. **RESOLUTION**
.....

WHEREAS, in 2023, the City of El Paso formally bid for Construction Contract Relocation of Taxiway Mike, Solicitation No. 2023-430; and

WHEREAS, on June 20, 2023, the City Council approved the award of the Construction Contract for the Relocation of Taxiway Mike, Solicitation No. 2023-430 to Jordan Foster Construction, LLC (“Award”); and

WHEREAS, on June 5, 2024 Contract Change Order #1 was approved for the additional amount of \$19,620.00 for the purchase materials to be kept on hand as spare parts; and

WHEREAS, on June 11, 2024 Contract Change Order #2 was approved for no additional cost for the increase in the amount of time for Contract performance by a total of 120 days due to construction phasing requirements based on the FAA Safety Risk Management Policy; and

WHEREAS, on November 26, 2024 Contract Change Order #3 was received and enacted for the additional cost of \$251,910.40 for and increase in the performance of work related to grading, drainage, and electrical infrastructure reconfiguration related to the adjacent Five Node Remediation project and to allow for greater construction efficiency, increased safety, and reduced impacts to airport operations; and

WHEREAS, the parties now desire that City Council ratify Contract Change Order #3 for the additional cost of \$251,910.40 for the increase in scope of work performed.

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

That the City Council ratify Contract Change Order #3 for the additional cost of \$251,910.40 for the increase in scope of work performed.

Ms. Shane Brooks, Aviation Development Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Acevedo, Fierro, and Limón commented.

The following City Staff members commented:

- Mr. Tony Nevarez, Aviation Director
- Ms. Yvette Hernandez, Deputy City Manager
- Ms. Dionne Mack, City Manager

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

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

NAYS: Representative Acevedo

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

47.

R E S O L U T I O N

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 Information Technology 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 in the amount of \$443,613.71 from fund balance to Citywide PC Refresh and Network Upgrades project, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0527	4934	P25ITINFRASTUPG	\$443,613.71

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

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

NAYS: None

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

48.

R E S O L U T I O N

WHEREAS, on June 22, 2021, the City Council for the City of El Paso adopted the Annual Action Plan for 2021-2022 and on that date Authorized the City Manager to sign and submit to the United States Department of Housing and Urban Development (HUD) the 2021-2022 Annual Action Plan to include all certifications contained therein; and

WHEREAS, the City of El Paso, Texas has been allocated \$9,535,888 in HOME Investment Partnerships Program – American Rescue Plan (HOME-ARP) funding; and **WHEREAS**, on February 10, 2023, the City of El Paso posted on its website public notice and allowed a 15-day public comment period regarding the First Amendment to the 2021-2022 Annual Action Plan.

WHEREAS, on March 14, 2023. The City of El Paso's 2021-2022 Annual Action Plan was amended (First Amendment) to add the HOME ARP allocation Plan.

WHEREAS, the City Council, based on the recommendation of the Interim Director, now desires to amend the 2021-2022 Annual Action Plan to revise the HOME-ARP Allocation Plan; and

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

That the City of El Paso's 2021-2022 Annual Action Plan is hereby amended to revise the HOME-ARP Allocation Plan; and That the City Manager, or designee, be authorized to sign and submit to the Department of Housing and Urban Development (HUD) the HOME-ARP Allocation Plan, Form SF-424 and Form SF 424 D, all certifications and assurances contained therein, and any documents necessary to comply with HUD requirements; and

That the City Manager, or designee, be authorized to sign Grant Agreements with HUD for the HOME-ARP allocation; and

That the City Manager, or designee, be authorized to sign all Letters of Support, Certifications of Local Government Approval, Release of Liens, Assurances and Certifications of Consistency with the Consolidated Plan required by HUD or the State of Texas for grant applications or applications for Low Income Housing Tax Credits for programs covered by the HOME-ARP Allocation Plan; and

That the City Manager, or designee, subject to completion of environmental review, be authorized to sign all contracts and documents with the agencies, entities, persons, and/or City departments approved for funding related to the implementation and performance of the activities contained in the HOME-ARP Allocation Plan and corresponding programs. The City Manager, or designee, is authorized herein to sign amendments to such contracts which add to or reduce funding, including but not limited to the removal of the obligation of funds by mutual termination, and extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all Environmental Assessments, Requests for Release of Funds, Certifications, and Performance Reports required by the U.S. Department of Housing and Urban Development for activities covered by the HOME-ARP Allocation Plan; and

That the City Manager, or designee, be authorized to sign agreements to secure matching funds which add to amounts allocated under the HOME-ARP Allocation Plan budget; and to sign amendments to match fund agreements, including extensions to the contract period; and

That the City Manager, or designee, be authorized to sign all amendments, subordination agreements, loan modification agreements, release of liens, assumption agreements, and other similar documents related to transactions performed under the HOMEARP Allocation Plan so long as such documents are approved by the City Attorney's office as to form and comply with department policies and procedures; and

That the City Manager be authorized to execute letters of support, certifications, and other similar documents, that allow third parties to secure funding from state, federal, and local agencies which further the goals of the City's HOME-ARP Allocation Plan.

That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office.

Except as amended in this Second Amendment the 2021-2022 Annual Action Plan remains in full force and effect.

Ms. Nickole Rodriguez, Senior Community Development Programs Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Canales commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

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

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

.....
Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **ADJOURN** this meeting at 12:48 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
March 17, 2025
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:01 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, and Lily Limón. Late arrival: Chris Canales at 9:07 a.m.
.....

The agenda items for the March 18, 2025 Regular City Council a Meeting were reviewed.
.....

ITEMS 7 AND 8 WERE REVIEWED TOGETHER

7. CONSENT AGENDA – RESOLUTIONS

A Resolution that the City adopts a policy for the naming of spaces for the El Paso Museum of Art.

8. CONSENT AGENDA – RESOLUTIONS

A Resolution that the City adopts a policy for the naming of spaces for the Mexican American Cultural Center.

Representative Limón questioned the following City staff member:

- Mr. Ben Fyffe, Managing Director of Quality of Life

.....
21. CONSENT AGENDA – BIDS

The award of Solicitation 2025-0169 Roofing Materials & Supplies to Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply for an initial term of three (3) years for an estimated amount of \$300,000.00. This contract will allow for the purchase of all roofing materials and supplies to be used for maintenance purposes at City owned facilities.

Contract Variance:

Not applicable, new contract.

Department:	Streets and Maintenance
Award to:	Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 years
Annual Estimated Award:	\$100,000.00
Initial Term Estimated Award:	\$300,000.00

Option Term Estimated Award: NA
Total Estimated Award: \$300,000.00
Account(s): 532000-532-1000-31040-P3120
Funding Source(s): General Fund
District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Superior Asphalt Enterprises Inc. dba Frontier Roofing Supply the sole lowest responsive and responsible bidder.

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

Representative Limón questioned the following City staff member:

- Mr. Derek Russell, Lead Procurement and Contract analyst

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

Discussion and action on the award of Solicitation 2025-0106 Street Construction Materials to Jobe Materials for Group 1, Group 2, and Group 4 for an estimated amount of \$4,121,715.00 and Desert Rock Co. for Group 3 for an estimated amount of \$523,350.00, for a term of three (3) years, for a total estimated amount of \$4,645,065.00. This contract will allow the purchase of construction materials used to maintain City owned right-of-way.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$2,756,527.50 for the initial term, which represents a 145.96% increase due to price increases additional materials added to this contract in comparison with the existing contract.

Department: Streets and Maintenance
Award to Supplier 1: Jobe Materials L.P.
City & State: El Paso, Texas
Item(s): Group 1, Group 2 and Group 4
Term: 3 Years
Option Terms: NA
Total Contract Time: 3 Years

Award to Supplier 2: Desert Rock Co.
City & State: El Paso, Texas
Item(s): Group 3
Term: 3 Years
Option Terms: NA
Total Contract Time: 3 Years

Total Annual Estimated Award: \$1,548,355.00
Total Term Estimated Award: \$4,645,065.00
Total Option Term Estimated Award: NA

Total Estimated Award: \$4,645,065.00
Account(s) 532-1000-32120-532030-P3210
Funding Source(s): Internal Funds
District(s): All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Jobe Materials L.P. and Desert Rock Co. the lowest responsive and responsible bidders.

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

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Mr. Eduardo Maldonado, Procurement Specialist, commented.

Representative Limón verbally disclosed a contribution received from Jobe Materials L.P.

.....
Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **ADJOURN** this meeting at 9:24 a.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
March 17, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council met at the above place and date. Meeting was called to order at 9:24 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

.....
AGENDA

-
1. Presentation and discussion by the Capital Improvement Department on the Capital Improvement Plan (CIP) Mid-Year update for active, programmed and completed capital projects for FY 2025.

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

Mayor Johnson commented.

NO ACTION was taken on this item.

-
2. Budget Update - 5 Year Financial Forecast.

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

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

Ms. Dionne Mack, City Manager, commented.

The following members of the public commented:

1. Ms. Lisa Turner
2. Ms. Kesha Bailey

NO ACTION was taken on this item.

-
3. Presentation and update from El Paso Electric (EPE) on its Application with the Public Utility Commission of Texas to Change Rates.

Mr. Omar Martinez, Strategic and Legislative Affairs Assistant Director, introduced the item.

Mr. Daniel Perez, El Paso Electric Regional Director of Government Affairs, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. James Schichtl, El Paso Electric Vice President of Customer and Regulatory Solutions, commented.

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

The following members of the public commented:

1. Ms. Lisa Turner
2. Mr. Leo Mendoza
3. Ms. Kesha Bailey

NO ACTION was taken on this item.

.....
EXECUTIVE SESSION

Motion made by Representative Niño, seconded by Representative Fierro, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 11:56 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and unanimously carried to **ADJOURN** the Executive Session at 2:48 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

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

NAYS: None

.....
EX1. Discussion on the Office of Management and Budget's "Temporary Pause of Agency Grant, Loan and other Financial Assistance Programs" Memorandum; M-25-13; Executive Office of the President; (551.071)

NO ACTION was taken on this item.

.....
EX2. Ricardo Rubio, et al v. City of El Paso Department of Public Health, et al; Cause No. 2018DCV0735 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to participate in a mediation and engage in settlement negotiations in the matter *Ricardo Rubio, et al v. City of El Paso*, Cause No. 2018DCV0735, and to take all steps

necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX3. Ariel Perez, et al v. Bowling Enterprises, LTD, Northtowne Village Joint Venture, and CEA Engineering Group, Inc., 2023DCV2046; HQ#426 (551.071)

Mayor Johnson verbally disclosed contributions received from Bobby Bowling and Randall Bowling.

Representative Acevedo verbally disclosed a \$1,000 contribution received from Randall Bowling and \$1,000 from Bobby Bowling.

Representative Niño verbally disclosed a \$1,000 contribution received from Randall Bowling and \$1,000 from Bobby Bowling.

Representative Fierro verbally disclosed contributions received from Bobby Bowling and Randall Bowling.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried that the City Attorney's Office, in consultation with the City Manager, be **AUTHORIZED** to enter into a settlement agreement related to the matter *Ariel Perez, et. al. v. Bowling Enterprises, Ltd., Northtowne Village Joint Venture, and CEA Engineering Group, Inc.* in cause no. 2023DCV2046, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX4. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limón verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

NO ACTION was taken on this item.

.....
EX5. Texas Gas Service Test Year 2024 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of the West North Service Area; HQ#UTILITY-62 (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to suspend the implementation of the Interim Rate Adjustment for an additional forty-five (45) days after the effective date, as provided in Section 104.301(a) of the Texas Utilities Code in the *Texas Gas Service Company, a Division of ONE Gas, Inc.'s Test Year 2024 Gas Reliability Infrastructure Program Interim Rate Adjustment for the Incorporated Areas of West North Service Area*, filed on February 11, 2025, in HighQ Utility-62, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX6. Application of El Paso Electric Company's Macho Springs Reassignment - PUC#57760; HQ#UTILITY-63, (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limón verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *El Paso Electric Company's Application to Reassign up to 35,000 MWHs of the calendar year 2025 production from the Macho Springs Purchased Power Agreement*, under the Texas Public Utility Commission, Docket No. 57760, in Matter Number HighQ Utility-63, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....

- EX7.** Application of El Paso Electric Company for an Economic Development Rate for a New Data Center to be located in El Paso Texas - PUC#56903; HQ#UTILITY-52 (551.071)

Mayor Johnson verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Acevedo verbally disclosed a \$1,750 contribution received from El Paso Electric Employee Political Action Committee.

Representative Maldonado-Rocha verbally disclosed a contribution received from El Paso Electric Employee Political Action Committee.

Representative Niño verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Representative Limón verbally disclosed a \$1,000 contribution received from El Paso Electric Employee Political Action Committee.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to enter into a settlement agreement in the *Application of El Paso Electric Company for an Economic Development Rate for a New Data Center to be located in El Paso, Texas*, under the Texas Public Utility Commission, Docket No. 56903, in Matter Number HighQ Utility-52, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

-
EX8. Temporary restraining order regarding Sun Metro Facility fire of February 11, 2025. Cause No. 2025-CPR00364 (551.071)

NO ACTION was taken on this item.

-
EX9. Discussion on an economic development opportunity in Central El Paso, HQ#24-3471 (551.087)

NO ACTION was taken on this item.

-
EX10. Discussion on purchase, exchange, lease or value of real property located in Downtown El Paso; HQ#24-3125 (551.071) (551.072)

NO ACTION was taken on this item.

.....
Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and unanimously carried to **ADJOURN** the meeting at 2:56 p.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-84, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

AGENDA LANGUAGE:

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

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS



Legislation Text

File #: 25-390, 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 3

Airport, Juan Antonio Nevarez, (915) 212-7301

Airport, Deborah Olivas, (915) 212-7337

AGENDA LANGUAGE:

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

A Resolution that the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Butterfield Trail Industrial Park Lease by and among the City of El Paso ("Lessor"), Butterfield 15 LK, LLC ("Assignor") and Sealy Leigh Fisher Blvd. II, LLC ("Assignee") regarding the following property:

All of Lots 7, 8, 9, and 10, Block 8 Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Butterfield Trail Industrial Park Lease by and among the City of El Paso ("Lessor"), Butterfield 15 LK, LLC ("Assignor") and Sealy Leigh Fisher Blvd II, L.L.C. ("Assignee") regarding the following property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas.

APPROVED this ____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Larry Phifer

Larry Phifer
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez

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

STATE OF TEXAS §
 § LESSOR'S APPROVAL OF ASSIGNMENT
 COUNTY OF EL PASO §

WHEREAS, the City of El Paso ("Lessor"), and Butterfield 15 LK L.L.C., a Texas limited liability company ("Assignor") are parties to the Butterfield Trail Industrial Park Lease dated April 2, 2019 ("Lease"), for the following described property:

All of Lots 7, 8, 9, and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 15 Leigh Fisher Blvd., El Paso, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof ("Premises").

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to Sealy Leigh Fisher Blvd II, L.L.C., a Georgia limited liability company ("Assignee").

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

1. **CONSENT TO ASSIGNMENT.**

Assignor and Assignee each hereby warrants and represents to Lessor that Assignor has assigned and Assignee has assumed all of Assignor's right, title, interest, and obligations in and to the Lease ("Assignment and Assumption"). To the extent such Assignment and Assumption has not occurred, Assignor hereby assigns and Assignee hereby assumes all of Assignor's right, title, interest, and obligations in and to the Lease.

In reliance on the foregoing, Lessor hereby approves the Assignment and Assumption.

Notwithstanding the foregoing, Assignor and Assigner have executed and delivered this instrument to Lessor with the understanding that the same will only be effective to assign Assignor's interest in the Lease to Assignee as of the date of closing and funding of such transaction, but not otherwise. Unless and until such closing occurs, both Assignor and Assignee each reserve the right to terminate this instrument by providing written notice to Lessor. If either party delivers such termination notice, this instrument will be of no further effect, Assignor and Lessor will retain all of their respective rights and liabilities under the Lease and Assignee will have no interest therein. Assignee shall provide Lessor written notice of the effective date of the closing of the purchase and sale transaction described in Section 9 below within thirty (30) days after the date of such closing.

2. **PROOF OF INSURANCE.** Assignee shall provide a certificate of insurance to evidence compliance with the insurance requirements of the Lease prior to taking possession of the

Premises and expressly agrees to be bound by the indemnification provisions contained in the Lease.

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities, and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease, and Assignee shall, as of the effective date of the assignment, enjoy all rights and privileges and be responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.
4. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.
5. **ADDRESS FOR NOTICE.** Notices to Assignee notice address under the lease is:

ASSIGNEE: Sealy Leigh Fisher Blvd II, L.L.C.
 Corporation Service Company,
 Attn: Mark P. Sealy, Manager
 211 E 7th Street, Suite 620
 Austin, Texas 78701
6. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.
7. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.
8. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the later of the following dates: (i) the date this document is approved by the El Paso City Council and (ii) the effective date of closing of the purchase and sale transaction for the leasehold estate by and between Assignor and Assignee.
9. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(Signatures begin on the following page)

APPROVED THIS _____, 2025.

LESSOR: CITY OF EL PASO

Dionne L. Mack
City Manager

APPROVED AS TO FORM:

Larry Phifer

Larry Phifer
Assistant City Attorney

APPROVED AS TO CONTENT:

Juan Antonio Nevarez

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

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 2025 by Dionne L. Mack as City Manager for the **City of El Paso, Texas**, a Texas municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

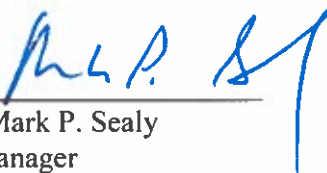
My Commission Expires:

(Signatures continue on the following page)

ASSIGNEE:

**SEALY LEIGH FISHER BLVD II,
L.L.C.,** a Georgia limited liability company

BY: SEALY SIP IV MASTER
ASSOCIATES, L.L.C., a Georgia limited
liability company
Its: Managing Member

By: 
Name: Mark P. Sealy
Title: Manager

ASSIGNEE'S ACKNOWLEDGEMENT

THE STATE OF LOUISIANA)
)
PARISH OF CADDO)

This instrument was acknowledged before me on this 13 day of March, 2025, by Mark P. Sealy, as Manager of Sealy SIP IV Master Associates, L.L.C., a Georgia limited liability company, the Managing Member of SEALY LEIGH FISHER BLVD II, L.L.C., a Georgia limited liability company, on behalf of said company.


Notary Public, State of _____

My Commission Expires:

ANGEL PATTISON
Embossed Hereon Is My
DeSoto, Caddo, Bossier Parishes
Louisiana Notary Public Seal
Notary ID No. 063733
My Commission Expires Upon My Death

ASSIGNOR: BUTTERFIELD 15 LK, LLC

By: Alan Kennedy
 Print Name: Alan Kennedy
 Title: Manager

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF NY)
 COUNTY OF NY)

This instrument was acknowledged before me on this 13 day of March, 2025, by Alan Kennedy, Manager, of Butterfield 15 LK LLC, a Texas limited liability company, on behalf of said company.

My Commission Expires:

04/28/2027

Cesar Hernandez
 Notary Public, State of NY



(Signatures continue on the following page)

EXHIBIT "A"

PROPERTY DESCRIPTION
627,388 SQUARE FEET OR 14.403 ACRES

Being the description of all of Lots 7, 8, 9 and 10, Block 8, Butterfield Trail Industrial Park Unit Two, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a City Monument of the centerline intersection of Leigh Fisher Boulevard (120.00 feet wide) and Leigh Fisher Boulevard (90.00 feet wide);

THENCE, along the centerline of said Leigh Fisher Boulevard (120.00 feet wide), South 53°07'11" West, a distance of 591.94 feet to a point;

THENCE, leaving said centerline, North 36°52'29" West, a distance of 60.00 feet to a point in the northerly right-of-way line of said Leigh Fisher Boulevard and south line of Lot 7, Block 8, said point being the POINT OF BEGINNING for the hereinafter described tract;

THENCE, along the north right-of-way line of said Leigh Fisher Boulevard, in a curve to the right, (Delta Angle = 28°13'47", Radius = 972.16 feet, Chord = South 67°14'04" West, 474.15 feet) a distance of 478.99 feet to the southwest corner of said Lot 7;

THENCE, leaving said right-of-way line, and along the easterly line of a 30 foot wide railroad right-of-way, North 02°12'07" East, a distance of 750.80 feet to the northwest corner of Lot 9;

THENCE, along the north line of said Lot 9, South 87°47'53" East, a distance of 15.00 feet to the southwest corner of Lot 10;

THENCE, along the west line of said Lot 10, and east line of a 45 foot wide railroad right-of-way, North 02°12'07" East, a distance of 497.50 feet to the northwest corner of Lot 10;

THENCE, along the north line of said Lot 10, the following three courses:

South 87°47'53" East, a distance of 20.00 feet to a point;

South 02°12'07" West, a distance of 142.50 feet to a point;

South 87°47'53" East, a distance of 424.47 feet to the northeast corner of Lot 10 in the westerly right-of-way line of said Leigh Fisher Boulevard (90.00 feet wide);

THENCE, along the westerly right-of-way line of said Leigh Fisher Boulevard the following three courses:

Along the arc of a curve to the left (Delta Angle = 20°24'12", Radius = 749.37 feet, Chord = South 26°40'43" East, 265.45 feet) a distance of 266.86 feet to a point;

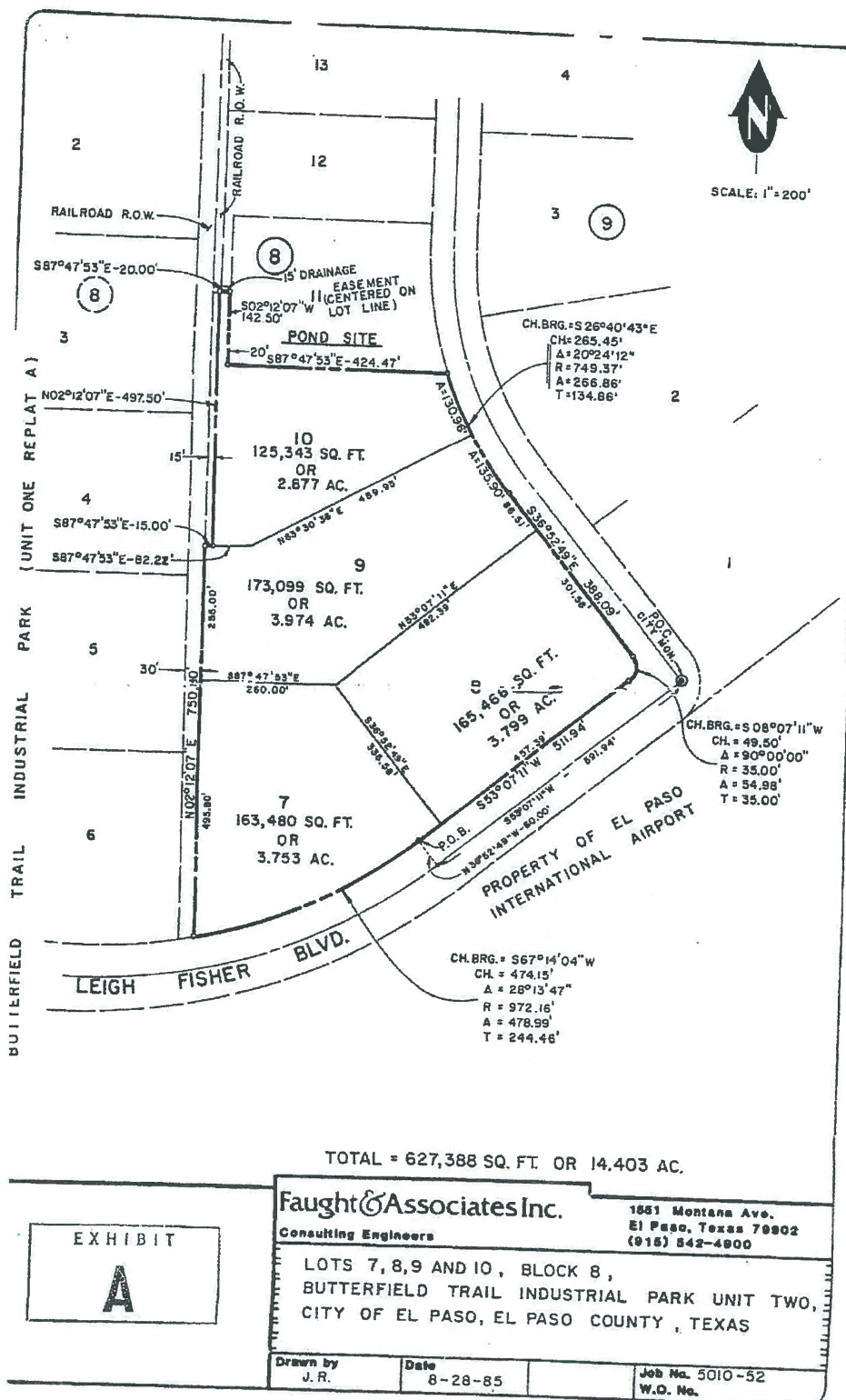
South 36°52'49" East, a distance of 388.09 feet to the beginning of a curve to the right;

Along the arc of said curve (Delta Angle = 90°00'00", Radius = 35.00 feet, Chord = South 08°07'11" West, 49.50 feet) a distance of 54.98 feet to a point;

THENCE, along the northerly right-of-way line of said Leigh Fisher Boulevard (120.00 feet wide), South 53°07'11" West, a distance of 311.94 feet to the POINT OF BEGINNING and containing 627,388 square feet or 14.403 acres of land.

Prepared By:
FAUGHT & ASSOCIATES INC.
El Paso, Texas
August 29, 1985
Job No. 5010-52





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>Alan Kennedy</u>
Business Name	<u>Butterfield 15 LK LLC</u>
Agenda Item Type	<u>Lessor's Approval of Ground Lease Assignment</u>
Relevant Department	<u>Real Estate/Airport Properties</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		
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: Alan Kennedy
Alan Kennedy (Mar 17, 2025 16:57 EDT)

Date: 03/17/2025

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

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- "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.
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Contributor / Donor Information:

Full Name	Mark P. Sealy
Business Name	Sealy Leigh Fisher Blvd II, L.L.C.
Agenda Item Type	Ground Lease Assignment Approval
Relevant Department	Real Estate

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



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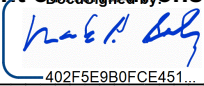
OR



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Mayor		
District 1		
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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:  402F5E9B0FCE451... Date: 2/17/2025



CITY OF EL PASO

Butterfield 15 LK, LLC **Butterfield Trail Industrial Park**

Tony Nevarez, Aviation Director

Lessor's Approval of Assignment

- Lease was effective April 2, 2019 between the City of El Paso and The Kennedy 1978 Trust.
- As assigned to Butterfield 15 LK, LLC effective February 27, 2024.
- The Department of Aviation requests the approval to allow the transfer of rights possessed by Butterfield 15 LK, LLC to Sealy Leigh Fisher Blvd. II, LLC.
- All terms of the lease remain unchanged

Lease Highlights

- Initial term of 40 years plus one 10 year option period to extend
 - Lease will expire on April 1, 2059
- Minimum revenue generated for the initial term of the lease is \$6,635,255.60
 - Current rent is \$165,881.39 annually or \$13,823.45 monthly

Requested Action

That the City Manager, or designee, be authorized to sign a Lessor's Approval of Assignment of the Industrial Site Lease by and among the City of El Paso ("Lessor"), Butterfield 15 LK, LLC ("Assignor"), and Sealy Leigh Fisher Blvd. II, LLC, a Georgia limited liability company ("Assignee").

MISSION



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

VISION



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



VALUES

Integrity, Respect, Excellence,
Accountability, People

MISIÓN



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

VISIÓN



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



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 25-403, 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 3

Airport, Tony Nevarez, (915) 212-7301

Airport, Deborah Olivas, (915) 212-7337

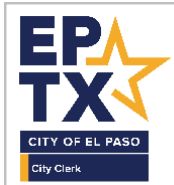
AGENDA LANGUAGE:

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 Air Cargo Building Lease Agreement with the City of El Paso ("Lessor") and Meyer Logistics, Inc. ("Lessee"), for air cargo space at the El Paso International Airport for a period of 1 year with automatic renewal for four (4) additional terms of one (1) year each, regarding the following property:

6411 Convair Road, Building #2

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



DEPARTMENT: Aviation

AGENDA DATE: 04/01/2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Tony Nevarez

PHONE NUMBER: 1-915 212-7301

2nd CONTACT PERSON NAME: Deborah Olivas

PHONE NUMBER: 1-915 212-7337

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:

A Resolution that the City Manager, or designee, be authorized to sign an Air Cargo Building Lease Agreement with the City of El Paso ("Lessor") and Meyer Logistics, Inc. ("Lessee"), for air cargo space at the El Paso International Airport for a period of 1 year with automatic renewal for four (4) additional terms of one (1) year each.

BACKGROUND / DISCUSSION:

Meyer Logistics, Inc. is requesting to lease cargo space in Cargo Building 2, located at 6411 Convair Road, El Paso, Texas. The lease includes 2,938.9 square feet. The annual rent is \$20,795.65, which is \$1,732.97 monthly. The rent will be subject to an annual adjustment, increasing by three and a half percent (3.5%) for each renewal period.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue-generating item.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Air Cargo Building Lease Agreement with the City of El Paso (“Lessor”) and Meyer Logistics, Inc. (“Lessee”), for air cargo space at the El Paso International Airport for a period of 1 year with automatic renewal for four (4) additional terms of one (1) year each.

APPROVED this _____ day of _____ 2025.

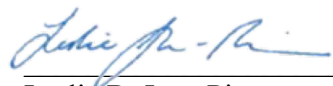
CITY OF EL PASO:

ATTEST:

Renard U. Johnson, Mayor

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
Director of Aviation

AIR CARGO BUILDING LEASE
6411 Convair Road, Building #2

El Paso International Airport
El Paso, Texas
Lessor

Meyer Logistics, Inc.
Lessee

April 1, 2025
Effective Date

AIR CARGO BUILDING LEASE

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ATTACHMENTS:

EXHIBIT "A" – Leased Premises

EXHIBIT "B" – Federal Aviation Administration Required Provisions

EL PASO INTERNATIONAL AIRPORT

AIR CARGO BUILDING LEASE

THIS Air Cargo Building Lease, (“Lease”), is entered into on April 1, 2025 by and between the **City of El Paso (“Lessor”)** and **Meyer Logistics, Inc.,** an Indiana corporation (**“Lessee”**).

WITNESSETH:

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

WHEREAS, Lessor has constructed an Air Cargo Building facility located on the Airport property (“Air Cargo Building #2”) and has space available for lease, and Lessee desires to lease space in the Air Cargo Building #2;

WHEREAS, Lessee has indicated a willingness and ability to properly operate, keep and maintain the portion of the Air Cargo Building #2 that it leases in accordance with the standards established by Lessor; and

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

WHEREAS, this Lease is regulated with respect to GASB 87.

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

ARTICLE I **PREMISES AND PRIVILEGES**

Section 1.01 Description of Premises Demised.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described Premises located in El Paso County, Texas:

- A. That certain 6411 Convair Road, El Paso, Texas, containing 2238.9 square feet, more or less, as shown on **EXHIBIT “A”** attached hereto and incorporated herein by reference, and also known as Air Cargo Building #2, 6411 Convair Road, for Lessee's exclusive use detailed on **EXHIBIT “A”** attached hereto; and
- B. The non-exclusive use of:

200 sq. ft. of the Interior Common Area.

Section 1.02 Right of Ingress and Egress.

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

Section 1.03 Right to Construct.

In addition to the general privileges, uses, rights, and interests attaching to the Premises herein described and without limiting the generality thereof, Lessee shall have the right to provide for the location, construction, erection, maintenance, and removal of improvements, in any lawful manner, upon or in the Premises, for the purpose of carrying out any of the activities provided for herein, subject, however, to the conditions herein generally or particularly set forth, including but not limited to Section 3.03.

Section 1.04 Restrictions of Privileges, Uses and Rights.

Lessee covenants and agrees that it shall use the Premises for ground service equipment maintenance only.

Lessee shall not offer, or permit to be offered, retail services, sales or repairs of any type from the Premises, other than the conduct of what is permitted in this Section 1.04. Fuel sales are specifically prohibited. In connection with the exercise of its rights under this Agreement, Lessee:

- A. Shall not do, or permit to be done, anything at or about the Airport or the Premises that may interfere with the effectiveness or accessibility of the water system, drainage and sewage system, fire protection system, security system, fire hydrants and hoses, electrical system, natural gas, or other Airport systems installed or located on or within the Premises or the Airport.
- B. Shall not do, or permit to be done, any act or thing upon the Airport or the Premises that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
- C. Shall not dispose of, or permit any employee, agent, contractor, or other person to dispose of, any waste material taken from, or products used with respect to, its aircraft, equipment or operations into the sanitary or storm sewers at the Airport or any other location on the Airport (whether liquid or solid), including but not limited to Hazardous Materials as defined herein, unless such waste material or products first be properly treated by equipment installed with the prior written approval of Lessor and all other administrative bodies having appropriate jurisdiction or may remain untreated if wastewater guidelines limitations of the El Paso Water Utilities/Public Service Board are not exceeded.
- D. Shall not keep or store Hazardous Materials or articles including, without limitation, flammable liquids and solids, corrosive liquids, compressed gasses, and magnetized or radioactive materials on the Airport except when all of the following conditions are met: (1) in accordance with standards established by the National Board of Fire Underwriters, any such liquids having a flash point of less than one hundred degrees (100⁰) Fahrenheit shall be kept and stored in safety containers of a type approved by said Underwriter's laboratories; (2) said material shall be under

the control and care of designated Lessee personnel; (3) said material shall be packaged and handled in compliance with applicable U. S. Department of Transportation, Environmental Protection Agency, or other such applicable regulations for transport and pre-transport of hazardous articles and materials; and (4) said materials shall be stored in special storage areas designated by the Director while on the Airport. "Director" shall mean the Director of Aviation of the El Paso International Airport or other authorized representative of Lessor.

- E. Shall not install fuel storage tanks or pumping facilities for use in fueling any aircraft, vehicles or other equipment on the Premises.
- F. Shall not maintain or operate on the Premises or elsewhere at the Airport a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling or dispensing food or beverages to the public or to its employees; nor shall Lessee in any manner otherwise provide for the sale or dispensing of food and beverages at the Airport except that Lessee may provide vending machines solely for the sale of hot and cold beverages, food, and confections to Lessee's employees in areas not accessible to the general public.
- G. The rights and privileges granted to Lessee under this Agreement with respect to the performance of ground services and activities in connection with allowed operation at the Airport. It is understood and agreed that Lessor reserves the right to charge a fee or commission associated with controlling access to restricted areas, and to collect reasonable fees or commissions for ground transportation, ground support services for other operator(s), and other services or facilities provided by or for Lessee in competition with concessionaires and operators operating under an agreement with Lessor.

Section 1.05 Conditions of Granting Agreement.

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

- A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made without the specific written consent of Lessor; said consent to be at Lessor's sole discretion.
- B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.
- C. Lessee will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport.

ARTICLE II

OBLIGATIONS OF LESSOR

Section 2.01 Quiet Enjoyment.

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

Section 2.02 Lessor's Right of Entry.

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

Section 2.03 Condition and Maintenance of Premises.

Lessor shall bear responsibility for the repair and maintenance of the Structural Elements of the Air Cargo Building #2, except for any damage caused by the act or omission of the Lessee, or any agent, employee, invitee, contractor, servant, or sublessee of Lessee, for which damage Lessee shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, common vehicle parking areas, and the aircraft parking apron.

ARTICLE III

OBLIGATIONS OF LESSEE

Section 3.01 Net Agreement.

This Agreement in every sense shall be without cost to Lessor for the development, maintenance and improvement of the Premises. It shall be the sole responsibility of Lessee to keep, maintain, repair and operate the entirety of the Premises and all improvements and facilities placed thereon at Lessee's sole cost and expense. Notwithstanding the foregoing, Lessee's obligation for the development, maintenance or improvement of the Premises shall not apply to the Structural Elements as described in Section 2.03 above.

Section 3.02 Condition and Maintenance of Premises.

LESSEE ACCEPTS THE PREMISES IN "AS IS" CONDITION. Except as otherwise provided for in Sections 2.03 or 3.01 hereinabove, Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall be solely responsible for repairs and maintenance of the Premises except the Structural Elements described in Section 2.03 above, and shall not cause any damage or impairment to any part of the Structural Elements.

Section 3.03 Internal Improvements.

- A. **General.** Lessee may make internal improvements, additions and alterations to the Premises with the prior written approval of the Director. Lessee guarantees that all construction work performed by contractors hired by Lessee shall be done in

accordance with applicable building codes, laws and regulations and in a good, workmanlike manner, and all materials used by Lessee's contractors shall be of an appropriate grade and quality for the use for which they are employed.

All plans for improvements, additions or alterations to the Premises, either for the construction of additional facilities or alterations to existing facilities, shall be prepared, submitted and approved as outlined in this Article, and shall be subject to the same restrictions as provided herein. Lessee, at its sole expense, must obtain appropriate approval from the Airport, all local, state, and federal agencies, as required, for the completion of any and all improvements. Lessee acknowledges that approval of any and all improvements plans or documents by the Director does not constitute approval by any other local, state, or federal agency. All improvements, furniture, fixtures, and equipment used in the Premises shall be of high quality, safe, fire-resistant, and attractive in appearance.

It is agreed that the Director reserves the right to reject any plans and specifications.

Upon completion of any construction project, Lessee shall provide the Director with one (1) complete set of As-Built drawings in reproducible form as specified by the Director. Lessee agrees that, upon the request of the Director, Lessee will inspect the Premises jointly with the Director to verify the As-Built drawings.

- B. Construction Without Approval. If any portion of the Air Cargo Building #2, leasehold improvements, or trade fixtures are altered, erected, placed or maintained upon any portion of the Premises other than in accordance with plans and specifications approved by the Director, such alterations, erection and maintenance shall be deemed to have been undertaken without approval required herein. This restriction shall be applicable to aesthetic matters as well as architectural plans.

In the event of such alteration, erection, placement, or maintenance without approval, Lessee will be considered in default of this Agreement and Lessor may terminate this Agreement in accordance with the provisions set forth in Article X.

- C. Title to Improvements. All leasehold improvements made to the Premises by Lessee, shall be and remain the property of Lessee until the termination of this Agreement whether by expiration of the term, cancellation, forfeiture or otherwise. Upon the termination of this Agreement, whether by expiration, cancellation, or otherwise, title to such leasehold improvements shall vest in accordance with Paragraph D of this Section 3.03.

- D. Permanent Improvements. Subject to written approval of Lessor, all permanent improvements, if any, made by Lessee to the Air Cargo Building #2, of which the Premises are a part, shall become the property of Lessor upon the expiration, cancellation or early termination of this Agreement. All other improvements and fixtures of a non-permanent nature and all trade fixtures, machinery and equipment made or installed by Lessee may be removed from the Premises at any time by Lessee, subject to Lessor's lawful exercise of its landlord's lien, and to the extent that it does not cause structural or cosmetic damage to the Premises or any other portion of Lessor's Air Cargo Building #2 and facilities.

Section 3.04 Payment and Performance Bonds.

Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, the identified contract amount which exceeds Fifty Thousand and no/100 Dollars (\$50,000.00), a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to completely perform the work.

- B. Prior to the date of commencement of construction, the identified contract amount which exceeds Fifty Thousand and no/100 Dollars (\$50,000), a payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction contract.

- C. In accordance with Article 7.19-1 of the Texas Insurance Code, if a Performance or Payment bond is in amount of excess of ten percent (10%) of the surety's capital and surplus, Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas. If any portion of the surety's obligation is reinsured, the amount reinsured may not exceed ten percent (10%) of the reinsurer's capital and surplus.

- D. In lieu of the payment and performance bonds described in paragraphs A, B, and C, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association with offices in El Paso, El Paso County, Texas, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvements contemplated by the construction contract.

Section 3.05 Compliance with Laws.

Lessee, at Lessee's expense, agrees that in the event it constructs, operates and/or maintains improvements on the Premises, such activities shall be done in accordance with the Declarations and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force,

including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Agreement and approval of Lessee's plans by the Airport shall not preclude the requirement that Lessee obtain all other approvals necessary for development of Lessee's project such as, but not limited to, building permits and certificates of occupancy.

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

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

A. Definitions.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
- (3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in

violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Lessee shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon.** This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.

- (2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
- (3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the

Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.

- (4) Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 3.05 in any lease agreement or contract by which it grants a right or privilege to any person, firm or corporation under this Agreement.

Notwithstanding any other provision in this Agreement to the contrary, Lessor shall have the right of "self-help" or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs, arising from or related to a violation of any law on, under or about the Premises, the cost of which shall be borne by Lessee.

The failure of Lessee, its agents, employees, contractors, invitees, or a third party to comply with any of the requirements and obligations of this Section shall constitute a material default of this Agreement and shall permit Lessor to pursue the remedies as set forth in Article IX hereinbelow, in addition to all other rights and remedies provided by law or otherwise provided in the Agreement, to which Lessor may resort cumulatively, or in the alternative.

C. Reporting.

- (1) At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration ("FAA"), the Environmental Protection Agency ("EPA") or the Texas Commission on Environmental Quality ("TCEQ"), Lessee shall, upon request of Lessor, provide duplicate copies of the filing(s) made, along with any related documents to Lessor.
- (2) Upon expiration, termination or cessation of this Agreement for any reason, Lessee shall provide a current Phase I environmental site assessment of the Premises acceptable to Lessor; and if, in the opinion of Lessor, the Premises shall require environmental remediation, Lessee shall perform same to return the Premises into a condition equal or better to that as of the Effective Date of the Agreement.

Section 3.06 Maintenance.

Except as set forth otherwise in this Agreement, Lessee shall, at its sole cost and expense, maintain the Premises and the buildings, improvements and appurtenances thereto, in a presentable condition consistent with good business practice and equal in appearance and character to other similar improvements on said Airport. In addition, Lessee shall promptly repair all damage to the Premises or the Airport caused by its employees, patrons or its operation thereon. Lessee shall also be responsible for the upkeep and cleanliness of the Premises. Lessee shall maintain and repair of all equipment thereon, including, but not limited to, any heating and cooling equipment or any buildings and improvements. Lessee agrees not to paint the exterior of the improvements without the prior written consent of Lessor; said consent to be at Lessor's sole discretion. Lessor shall also be the sole judge of the quality and content of any painting submitted by Lessee for consideration. Lessee shall be required to perform whatever maintenance Lessor reasonably deems necessary upon written notice by Lessor to Lessee, and Lessor shall be the sole judge of the quality of maintenance. If said maintenance is not undertaken by Lessee within thirty (30) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus twenty percent (20%) shall be borne by Lessee. Lessee shall remit payment within thirty (30) days after receipt of invoice.

Section 3.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee and to the exclusive use Premises during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense; subject to approval by all appropriate departments of the City of El Paso including, at a minimum, the Director, and Lessee shall pay for any and all service charges incurred thereof. If Lessor pays any utilities on Lessee's behalf, Lessee, upon receipt of a statement therefore, shall reimburse Lessor for Lessee's pro rata share thereof plus ten percent (10%) for administrative overhead. Said share shall be calculated on a pro rata basis utilizing the square footage of each tenant's occupancy divided by the total square footage of the Air Cargo Building #2.

Section 3.08 Trash, Garbage, and Other Refuse.

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

Section 3.09 Permitted Uses.

Lessee covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

Section 3.10 Signage.

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

- A. Permitted Signs. Signs on Premises shall be limited to those identifying Lessee and to those necessary for directional purposes. The size, design and location of all signs shall require the written approval of the Director prior to installation, and said

written approval shall be at the Director's sole discretion. Outdoor advertising, billboards, neon, or flashing lighting shall not be permitted.

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

Section 3.11 Approval of Plans.

Approval of any and all improvements, plans, signs, or documents by the Director does not constitute approval of the City or any other local, state, or federal agency. It is specifically understood that the Department of Aviation is only one of numerous departments of the City and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other departments as well in accordance with the City of El Paso City Code.

Section 3.12 Fencing and Exterior Storage.

Lessee agrees not to store anything in the front of the Premises and to maintain the front of the Premises in a presentable condition consistent with good business practices and equal in appearance and character to other similar improvements on said Airport.

Section 3.13 Authorization to Enter Restricted Area.

Lessee understands that the Premises include access to a restricted area of the Airport and that Lessee and its agents, employees, servants or independent contractors must be authorized by Lessor to enter restricted areas of the Airport prior to their entry thereon. The authorization to enter restricted areas of the Airport is not granted by this Agreement, but shall be granted to Lessee upon Lessee's completion of security clearance and identification badging requirements necessary to all persons entering restricted areas of the Airport. Lessee understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person. As Lessee is required to comply with all applicable rules and regulations, any violation of this provision or those security rules and regulations applicable to the restricted areas of the Airport, shall be considered to be a material violation of this Agreement and grounds for termination.

Section 3.14 Security.

Lessee is familiar with the restrictions imposed on Lessor by the Federal Aviation Regulations ("FAR") Part 1542//49 CFR Part 1540 as amended, and agrees to assume responsibility for compliance with said regulation as it relates to access and identification procedures on the Premises. To accomplish this compliance, Lessee agrees to develop a security plan and will submit same to the Transportation Security Administration's ("TSA") security office for approval.

Section 3.15 Penalties Assessed by Federal Government.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor for any violation of a federal rule or regulation as a result of any act on part of Lessee, its agents, servants, employees, invitees, or independent contractors, Lessee will, upon receipt of Lessor's invoice, promptly reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) days of receipt of written notice shall be an event of default hereunder.

ARTICLE IV

TERM OF LEASEHOLD

Section 4.01 Term.

The “Term” of this Agreement will be the Initial Term which shall begin on April 1, 2025 (the “Effective Date”) for a period of -year (herein referred to as the “Initial Term”) with automatic renewal for four (4) additional terms of one (1) year each.

Section 4.02 Automatic Renewal.

This Agreement shall automatically renew for four (4) one-year renewal periods upon expiration of the Initial Term (or any previous one-year renewal period), upon expiration of the Initial Term (or any previous one-year renewal period), on the same terms and conditions; provided that Lessee is not in default and there is no condition or event which, with notice from Lessor would become an event of default under this Agreement.

Section 4.03 Termination by Either Party.

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

Section 4.04 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the then current monthly rental, and Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Agreement, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

Section 4.05 National Emergency.

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

ARTICLE V

RENTALS

Section 5.01 Rental.

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

1. 2,238.9 sq. ft. of Office and Warehouse Space at \$7.00sq. ft./annum =
\$15,672.30/yr.

2. 200 sq. ft. of the Interior Common Area at \$7.00/sq. ft./annum = \$1,400.00/yr.
3. 500 sq. ft. of Vehicle Parking/Loading Dock Space at \$0.73/sq. ft./annum = \$365.00/yr.
4. 2,238.9 sq. ft. of Electricity/Telecom surcharge at \$1.50/sq. ft./annum \$3,358.35/yr.

Initially, therefore, the Initial Annual Rent shall be \$20,795.65 per year or \$1,732.97 per month.

Section 5.02 Commencement of Rental.

Payment of Rental by Lessee to Lessor shall commence on April 1, 2025, as described in Section 4.01.

Section 5.03 Rent Adjustment.

The Rent will be adjusted annually for the term of the lease and any options automatically by a three-and-a-half percent (3.5%) increase. The Lessee will pay the Rent as adjusted in this Section 5.03 annually without the need for any notice from the Lessor.

Section 5.04 Unpaid Rent, Fees and Charges.

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Agreement that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest at the rate equal to the maximum allowed by law from the date when the same was due according to the terms of this Agreement until paid by Lessee.

Section 5.05 Time of Payment.

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

Section 5.06 Place of Payment.

All payments provided herein shall be paid to Lessor at the following address:

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

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

ARTICLE VI
RESERVED

Section 6.01 Reserved.

Section 6.02 Reserved.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

Section 7.01 Liability Insurance.

Lessee, at its sole cost and expense shall, throughout the term of this Agreement, provide and keep in force for the benefit of Lessee with Lessor and its officers, directors, agents, and employees as an additional insured, comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and Five Hundred Thousand Dollars (\$1,000,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

Section 7.02 Fire and Extended Coverage Insurance.

Lessor agrees that, at all times throughout the term of this Agreement, it will keep the Air Cargo Building #2 insured under a Texas Standard Policy of Fire and Extended Coverage Insurance, for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be redetermined every three (3) years. Upon receipt of a statement therefor, Lessee shall reimburse Lessor for Lessee's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each tenant's occupancy divided by the total square footage of the Air Cargo Center.

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

Section 7.03 Authorized Insurance Companies.

All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld.

Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate shall contain:

- A. A statement of the coverage provided by the policy;
- B. A statement of the period during which the policy is in effect;
- C. A statement that the annual premium or the advance deposit premium for such policy has been paid in advance;
- D. An agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days' prior written notice to Lessor; and

- E. A statement certifying the Lessor has been listed as an additional named insured on the policy.

Section 7.04 Indemnification.

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON RECEIPT OF WRITTEN NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VIII
CONDEMNATION

Section 8.01 Definition.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending.
- B. "Total taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired; or

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Agreement.
- D. "Partial taking" means the taking of a fee title that is not either a total or substantial taking.
- E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. "Notice of intended taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of taking as distinguished from a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Agreement. The notice is considered to have been received when a party to this Agreement receives from the condemning agency or entity a notice of intent to take in writing containing a description or map reasonably defining the extent of the taking.
- G. "Award" means compensation paid for the taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. "Date of taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

Section 8.02 Notice of Condemnation.

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

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

Section 8.03 Rights of Parties During Condemnation Proceeding.

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

Section 8.04 Taking of Leasehold.

Upon a total taking, Lessee's obligation to pay rent and other charges hereunder together with Lessee's interest in the leasehold shall terminate on the Date of Taking. Upon a substantial taking, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the intended taking, elect to treat the taking as a total taking. If Lessee does not so notify Lessor, the taking shall be deemed a partial taking. Upon a partial taking, this Agreement shall remain in full force and effect covering the balance of the Premises not so taken, except that the rent payable hereunder shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

Section 8.05 Total Taking.

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

Section 8.06 Partial Taking.

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

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

Section 8.07 Obligations of Lessee Under Partial Taking.

Promptly after any such partial taking, Lessee, at its expense and in accordance with any awards disbursed in accordance with Section 8.06, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a partial taking in the last year of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect.

Section 8.08 Taking of Temporary Use of Premises and Improvements.

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

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

ARTICLE IX

ENCUMBRANCES

Section 9.01 Encumbrance.

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

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

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

Section 9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have sixty (60) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within sixty (60) days, to commence performance within such sixty (60) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

Section 9.03 Rights on Foreclosure.

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

ARTICLE X

EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

Section 10.01 Expiration.

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

Section 10.02 Cancellation.

Subject to the provisions of Article IX above, this Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

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

Failure of Lessor to declare this Agreement canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the term of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

Section 10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property

may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and

- B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Agreement, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

Section 10.04 Assignment and Transfer.

Lessee is not permitted to assign this Agreement without first obtaining Lessor's written consent; said consent shall be at Lessor's sole discretion. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

Section 10.05 Subleasing.

Lessee is prohibited from subleasing the Premises.

Section 10.06 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Agreement and if any Mortgagee does not exercise its rights under this Agreement, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for rent due and to become due for the remainder of the Agreement term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. Lessor agrees that Lessor will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Lessee, any sublessee or any assignee of the Lessee. In the event Lessor exercises the option to terminate the leasehold as provided herein, the Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first the necessary proper expense of removing, storing and selling such property, then to the payment of any rent or other sums due or to become due under this Agreement, with the balance, if any, to be paid to Lessee.

ARTICLE XI
GENERAL PROVISIONS

Section 11.01 Right of Flight.

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

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

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

Section 11.02 Time is of the Essence.

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

Section 11.03 Notices.

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
LESSEE:	Meyer Logistics, Inc. Attn: Nathan Hanselman 560 E. 25th St. Jasper, IN 47546-8117	

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

Section 11.04 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover

reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

Section 11.05 Agreement Made in Texas.

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

Section 11.06 General Civil Rights Provision.

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

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

Section 11.07 Compliance with FAA Requirements and Nondiscrimination Requirements.

Pursuant to Federal Aviation Administration Order 1400.11A, effective September 30, 2022, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree that Lessee shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Lessee to comply with, to the extent required by applicable law, all provisions of **Exhibit “B”, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein. In the event of breach of any of the provisions listed in Exhibit B, Lessor shall have the right to terminate the Lease and to seek all other rights and remedies available to it under applicable law.

Section 11.08 Affirmative Action.

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

Section 11.09 Cumulative Rights and Remedies.

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

Section 11.10 Interpretation.

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

Section 11.11 Agreement Made in Writing.

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

Section 11.12 Paragraph Headings.

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

Section 11.13 Severability.

If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 11.14 Successors and Assigns.

All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

Section 11.15 Taxes and Other Charges.

Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto.

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

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

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

Section 11.16 Waiver of Warranty of Suitability.

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

Section 11.17 Survival of Certain Provisions.

All Provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Sections 3.05 and 7.03.

Section 11.18 Authorization to Enter Agreement.

If Lessee signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

Section 11.19 Effective Date.

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

Section 11.20 Complete Agreement.

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

[Signatures begin on the following page]

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

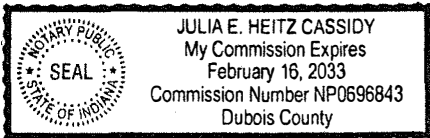
LESSEE: Meyer Logistics, Inc.

By: Kristen Braun Siena
Print Name: Kristen Braun Siena
Title: Corporate Officer Secretary

ACKNOWLEDGMENT

THE STATE OF Indiana)
COUNTY OF Dubois)

This instrument was acknowledged before me on this 10th day of March 2025,
by Kristen Braun Siena its Secretary of Meyer Logistics, Inc.
(Lessee).



My Commission Expires:

2/16/2033

Julia E. Heitz Cassidy
Notary Public, State of Indiana

Exhibit "A"

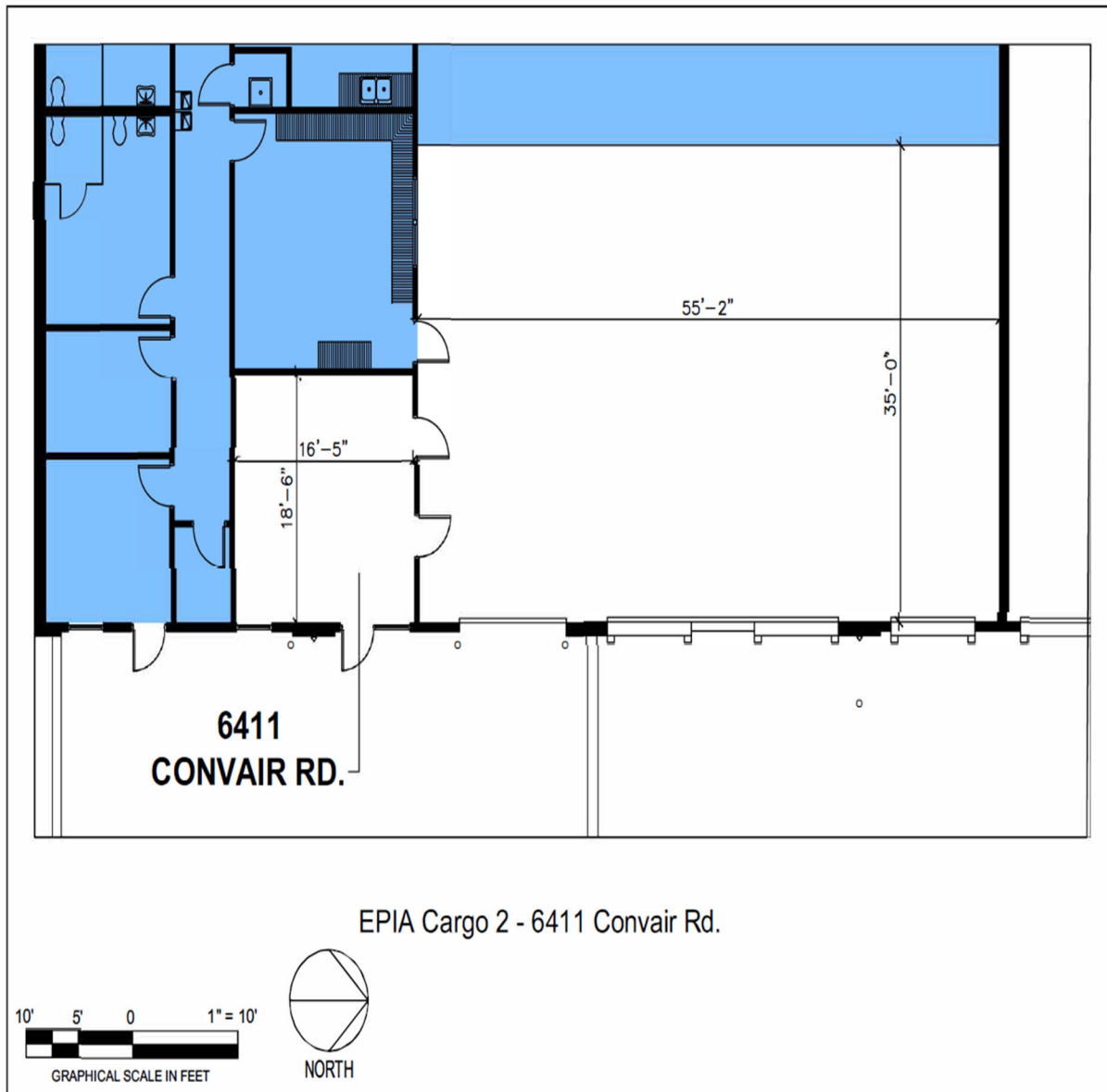


Exhibit “B”
Federal Aviation Administration Required Provisions

A. General Civil Rights Clause.

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

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

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

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

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

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

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

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

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

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

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

repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

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



CITY OF EL PASO

Meyer Logistics, Inc.

Tony Nevarez, Aviation Director

Air Cargo Lease Agreement

- Meyer Logistics, Inc. has requested to lease 2,938.9 SF at Cargo Building 2, located at 6411 Convair.
- They specialize in logistics and warehouse services for automotive parts.



Lease Terms

- The Lease is for a one-year term from April 2025 through March 2026, with four (4) automatic renewal periods of one (1) year each.
- The Annual Rent is \$20,795.65 or \$1,732.97 monthly.
- The rent will be adjusted by 3.5% at each renewal period.

Requested Action

- That the City Manager, or their designee, be authorized to sign an Air Cargo Lease Agreement between the City of El Paso (“Lessor”) and Meyer Logistics, Inc. (“Lessee”).

MISSION



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

VISION



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



VALUES

Integrity, Respect, Excellence,
Accountability, People

MISIÓN



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

VISIÓN



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



VALORES

Integridad, Respeto, Excelencia,
Responsabilidad, Personas



Legislation Text

File #: 25-381, 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

Police, Assistant Chief Juan F. Briones, (915) 212-4304

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 the County of El Paso in which the County authorizes the City to use the El Paso County Sheriff's incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

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



DEPARTMENT: El Paso Police

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief J. F. Briones

PHONE NUMBER: 1-915-212-4304

2nd CONTACT PERSON NAME: N/A

PHONE NUMBER: N/A

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

Subgoal 2.1 Maintain Standing as One of the Nation's Top Safest Cities

SUBJECT:

A resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the County of El Paso in which the County authorizes the City to use the El Paso County Sheriff's incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

BACKGROUND / DISCUSSION:

An Interlocal Agreement for this service has been in effect since 2012. Due to the recent change in the El Paso County Sheriff's administration, a new Interlocal Agreement is required. The City shall pay the County of El Paso one dollar and twenty-five cents (\$1.25) per pound for the destruction of narcotics and confidential trash or evidence consisting of paper material. This agreement shall be effective April 1, 2025, regardless of its execution and shall terminate on March 31, 2026. At the end of the initial term, the agreement shall automatically renew for additional one-year periods unless terminated by any party. The El Paso Police Department utilizes the incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The prior Interlocal Agreement between both parties was first signed on January 9, 2012 (date stamped by the City Clerk Dept on January 25, 2012) but a new Interlocal Agreement is required due to the recent change in the El Paso County Sheriff's administration.

AMOUNT AND SOURCE OF FUNDING:

Funds are budgeted in account as follows: Fund: 1000 - General Fund
Dept ID: 321 - Police
Division: 21110 - Special Services
Account: 522150 - Outside Contracts

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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

RESOLUTION

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 the El Paso County Sheriff's Office ("Sheriff") for the purpose of destroying confiscated narcotics, as well as confidential trash and evidence, for a period of one (1) year.

Approved this ____ day of _____, 2025.

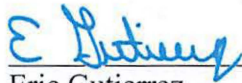
CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**INCINERATOR USE
INTERLOCAL AGREEMENT**

This Interlocal Governmental Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("CITY"), the El Paso County Sheriff ("SHERIFF") and the County of El Paso, Texas ("COUNTY").

WHEREAS, the SHERIFF purchased an incinerator for the purpose of destroying confiscated narcotics; and

WHEREAS, the City of El Paso Police Department also has a need to destroy confiscated narcotics, as well as confidential trash and evidence consisting of paper material, but does not own its own incinerator; and

WHEREAS, the CITY, SHERIFF and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 et. seq.

NOW, THEREFORE, THE CITY, SHERIFF AND COUNTY HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the City is authorized to use the Sheriff's Incinerator to destroy confiscated narcotics and confidential trash or evidence consisting of paper material.

2. SHERIFF'S OBLIGATIONS AND DUTIES.

- A. The Sheriff shall ensure the incinerator and the associated facilities are safe and in good working condition.
- B. The Sheriff shall be responsible for the operation of the incinerator and the destruction of the narcotics and paper material.
- C. The Sheriff shall weigh all narcotics and paper prior to burning and will weigh the ashes after burning. The Sheriff shall provide the City with documentation of the weight of the narcotics and paper destroyed.
- D. The Sheriff shall maintain complete and accurate records of the narcotics and paper destroyed, and other documents generated pursuant to this Agreement for a period

of three (3) years after the destruction of the narcotics and paper. The Sheriff shall permit and have readily available said records for inspection by the City.

3. COUNTY'S OBLIGATIONS AND DUTIES.

- A. The County shall place any funds received under this Agreement in a special account for use solely by the Sheriff to defray the costs of operating and maintaining the incinerator. If any excess funds are available after all expenses of operating and maintaining the incinerator are covered, the excess funds shall be used by the Sheriff to defray other expenses of the Sheriff's Office.
- B. The County shall maintain complete and accurate records of payments received under this Agreement for a period of three (3) years after the end of the fiscal year in which the payment was made. The County shall permit and have readily available said records for inspection by the City.

4. CITY'S OBLIGATION AND DUTIES.

- A. The City shall transport the narcotics and paper to the incinerator.
- B. The City shall provide a minimum of two (2) peace officers for the duration of the burn to provide security. Depending on the size and type of the narcotics or paper, and any special circumstances surrounding the destruction, the Sheriff may require the City to provide more peace officers for security.
- C. The City shall maintain custody of the narcotics and paper throughout the burn, and thus, the City's peace officers shall remain at the incinerator facility until all the narcotics and papers are destroyed.

5. CONSIDERATION.

The City shall pay the County one dollar and twenty-five cents (\$1.25) per pound for the destruction of narcotics and paper material. The Sheriff shall send an invoice to the City after each burn for the total cost of the destruction of the narcotics and/or paper. The City shall have thirty (30) days to pay the total amount on the invoice to the County. If full payment is not made within thirty (30) days of receipt of the invoice, interest in accordance with Chapter 2251 of the Texas Government Code shall begin to accrue.

The Sheriff and County shall maintain the price of one dollar and twenty-five cents (\$1.25) per pound for the initial term of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the City of the increase.

6. TERM AND TERMINATION

This Agreement shall be effective on April 1, 2025, regardless of its date of execution, and shall terminate on March 31, 2026. At the end of the initial term, the agreement shall automatically renew for additional one year periods unless terminated by any party. Any party may terminate this Agreement without cause upon providing thirty (30) days written notice.

7. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY: County Judge
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901
Fax: (915) 543-3888

TO THE SHERIFF: El Paso County Sheriff
3850 Justice Drive
El Paso, Texas 79938
Fax: (915) 538-2028

TO THE EPPD: City Manager
300 N. Campbell
El Paso, Texas 79901
(915) 212-0023

8. MISCELLANEOUS.

- A. Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
- B. For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas, and shall be governed by the laws of State of Texas and the United States as applicable. Venue shall be in El Paso County, Texas.
- C. All persons who are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.
- D. This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by all parties.

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the EPPD, in the manner provided by law.

EL PASO COUNTY

THE SHERIFF OF EL PASO COUNTY

County Judge Ricardo A. Samaniego

Sheriff Oscar Ugarte

Date: _____

Date: _____

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 El Paso County and County of El Paso, Texas.

APPROVED this _____ day of _____ 2025.

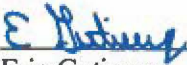
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Peter Pacillas, Chief
El Paso Police Department

STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

CITY CLERK DEPT.
 2012 JAN 25 AM 9:12

INCINERATOR USE INTERLOCAL AGREEMENT

This Interlocal Governmental Agreement ("Agreement") is entered into by and between the City of El Paso, a home rule municipal corporation ("CITY"), the El Paso County Sheriff ("SHERIFF") and the County of El Paso, Texas ("COUNTY").

WHEREAS, the El Paso County Sheriff's Office purchased an incinerator for the purpose of destroying confiscated narcotics; and

WHEREAS, the City of El Paso Police Department also has a need to destroy confiscated narcotics, but does not own its own incinerator; and

WHEREAS, the CITY, SHERIFF and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 *et. seq.*

NOW, THEREFORE, THE CITY, SHERIFF AND COUNTY HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. PURPOSE OF AGREEMENT.

The purpose of this Agreement is to state the terms and conditions under which the City is authorized to use the Sheriff's incinerator to destroy confiscated narcotics.

2. SHERIFF'S OBLIGATIONS AND DUTIES.

- A. The Sheriff will ensure the incinerator and the associated facilities are safe and in good working condition.
- B. The Sheriff will be responsible for the operation of the incinerator and the destruction of the narcotics.
- C. The Sheriff will weigh all narcotics prior to burning and will weigh the ashes after burning. The Sheriff will provide the City with documentation of the weight of the narcotics destroyed.
- D. The Sheriff shall maintain complete and accurate records of the narcotics destroyed and other documents generated pursuant to this Agreement for a period of three (3) years after the destruction of the narcotics. The Sheriff shall permit and have readily available said records for inspection by the City.

3. COUNTY'S OBLIGATIONS AND DUTIES.

- A. The County agrees that any funds received under this Agreement shall be placed in a special account for use solely by the Sheriff to defray the costs of operating and maintaining the incinerator. If any excess funds are available after all expenses of operating and maintaining the incinerator are covered, the excess funds shall be used by the Sheriff to defray other expenses of the Sheriff's Office.
- B. The County shall maintain complete and accurate records of payments received under this Agreement for a period of three (3) years after the end of the fiscal year in which the payment was made. The County shall permit and have readily available said records for inspection by the City.

4. CITY'S OBLIGATIONS AND DUTIES.

- A. The City is responsible transporting the narcotics to the incinerator.
- B. The City must provide a minimum of two (2) peace officers for the duration of the burn to provide security. Depending on the size and type of the narcotics and any special circumstances surrounding the destruction, the Sheriff may require the City to provide more peace officers for security.
- C. The City shall maintain custody of the narcotics throughout the burn, and thus, the City's officers must remain at the incinerator facility until all the narcotics is destroyed.

5. CONSIDERATION.

The City shall pay the County **forty (40) cents per pound** for the destruction of narcotics. The Sheriff shall send an invoice to the City after each burn for the total cost of the destruction of the narcotics. The City shall have thirty (30) days to pay the total amount on the invoice to the County. If full payment is not made within thirty (30) days of receipt of the invoice, interest in accordance with Chapter 2251 of the Texas Government Code shall begin to accrue.

The Sheriff and County agree to maintain the price of **forty (40) cents per pound** for the first year of this Agreement. Thereafter, the Sheriff may unilaterally raise the price by giving ninety (90) days written notice to the County and the City of the increase.

6. TERM AND TERMINATION.

This Interlocal Agreement shall be effective on January 1, 2012, regardless of its date of execution, and shall terminate on September 30, 2012. At the end of the initial term, the agreement shall automatically renew for additional one year periods unless terminated by any party. Any party may terminate this Agreement without cause upon providing thirty (30) days written notice.

7. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by fax or deposit in the United States Postal Service, first class, return receipt requested to:

TO THE COUNTY: County Judge
301 El Paso County Courthouse
500 E. San Antonio
El Paso, Texas 79901
Fax (915) 543-3888

TO THE SHERIFF: El Paso County Sheriff
3850 Justice Drive
El Paso, Texas 79938
Fax # (915) 538-2028

TO THE CITY: Ms. Joyce A. Wilson
City Manager
2 Civic Center Plaza
El Paso, Texas 79901
Fax (915) 541-4866

8. MISCELLANEOUS.

- A. Beyond the consideration provided for herein, each party shall bear its own cost of participation in this Agreement.
- B. For the purpose of determining the place of contract and the law governing same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.
- C. All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto, if applicable.
- D. This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both parties.

Signatures on Following Two Pages

IN WITNESS WHEREOF this Interlocal Agreement has been executed by the County, by and through the County Judge, the Sheriff, and the City of El Paso, by and through the Mayor of the City of El Paso in the manner provided by law.

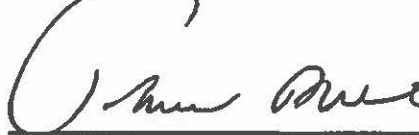
EL PASO COUNTY



County Judge Veronica Escobar

Date: 1/9/12

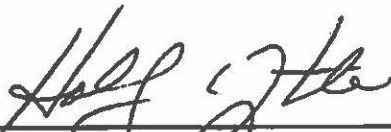
THE SHERIFF OF EL PASO COUNTY



Richard D. Wiles

Date: 1-4-12

APPROVED AS TO FORM:



Holly G. Lytle
Assistant County Attorney

ATTEST:



Delia Briones
County Clerk

CITY CLERK DEPT.
2012 JAN 25 AM 9:12

CITY OF EL PASO



John F. Cook
Mayor

APPROVED AS TO CONTENT:



Gregory Allen
Chief of Police

ATTEST:



Richarda Duffy-Monsen
City Clerk

APPROVED AS TO FORM:



John R. Batton
Shirley Assistant City Attorney

CITY CLERK DEPT.
2012 JAN 25 AM 9:12



EL PASO COUNTY SHERIFF'S OFFICE

Richard D. Wiles, Sheriff
Sylvia Aguilar, Chief Deputy
 3850 Justice Drive
 El Paso, Texas 79938
 Email: epsheriff@epcounty.com



We Serve with Pride

Administration
 3850 Justice Drive
 El Paso, Texas 79938
 915-538-2217
 915-538-2028 fax

Job Line 915-546-2386

Region VIII Training Academy
 12501 Montana Avenue
 El Paso, Texas 79938
 915-856-4650
 915-856-4883 fax

Criminal Investigations Bureau
 3850 Justice Drive
 El Paso, Texas 79938
 915-538-2201
 915-538-2148 fax

Detention Bureau
Downtown Detention Facility
 601 East Overland
 El Paso, Texas 79901
 915-543-2228
 915-543-2810 fax

Jail Annex Bureau
 17501 Montana Avenue
 El Paso, Texas 79938
 915-856-4264
 915-856-4849 fax

Patrol Division Bureau
Traffic Division
 3850 Justice Drive
 El Paso, Texas 79938
 915-538-2210
 915-538-2212 fax

Montana Station
 12501 Montana Avenue
 El Paso, Texas 79938
 915-856-4875
 915-856-4300 fax

Vinton Station
 438 East Vinton
 Vinton, Texas 79838
 915-886-2724
 915-846-3109 fax

Special Operations Bureau
 6825 Cielo Vista Drive, Box 4
 El Paso, Texas 79925

Metro Narcotics Task Force
 915-772-8865
 915-775-3369 fax

HIDTA Enterprise Task Force
 915-832-6011
 915-832-6251 fax

Volunteer Program
 3850 Justice Drive
 El Paso, Texas 79938
 915-538-2117
 915-538-2028 fax

Emergency 911
Non-Emergency 56-2250

Date: 01-23-2014

El Paso Police Department
 City Manager Ms. Joyce A. Wilson
 2 Civic Center Plaza
 El Paso, Texas 79901

RE: Notice of increase of price under incinerator use agreement with County and Sheriff (El Paso County Contract # KK-11-509)

Dear: Ms. Joyce A. Wilson

Pursuant to section 5 of the Incinerator Use Interlocal Agreement your agency has with El Paso County and the El Paso County Sheriff, this letter serves as a written notice of an increase in the price per pound for the destruction of narcotics and paper material.

Effective on April 24, 2014 the price per pound for the destruction of narcotics and paper material will increase from .40 cents per pound to \$1.25 per pound. Any use of the incinerator after that effective date will be invoiced at the increased cost.

Sincerely,

Richard D. Wiles
 Sheriff, El Paso County, Texas

CC: El Paso County Judge Veronica Escobar
 El Paso County Auditor Edward Dion



First Tri-Arc Accredited Sheriff's Office in the World
First Nationally Accredited Sheriff's Office in Texas
First Two Nationally Accredited County Jails in Texas





Legislation Text

File #: 25-382, 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

Fire, Chief Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit to the Public Safety Office of the State of Texas, grant application number 5185402 for the City of El Paso Fire Department project identified as "Enhancement of Special Response Team-Extrication Capabilities" to provide financial assistance to the City of El Paso. Requesting \$248,741.95, no cash match required. The grant period will be from September 1, 2025 through August 31, 2026.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the City of El Paso ("City") is eligible to apply for the Public Safety Office of the State of Texas FY2026 Border Zone Fire Department (BZFD) Grant; and

WHEREAS, the City's Fire Department seeks to enhance its specialized teams capabilities to respond and protect individuals along the U.S./Mexico border from the consequences of natural and human-caused hazards; and

WHEREAS, there is a need to purchase and replace equipment that support the City's Fire Department's Special Response Teams (HazMat, ComSar, Water Rescue and Urban Search & Rescue Team (USAR)); and

WHEREAS, the Grant requires no matching funds by the City; and

WHEREAS, the Border Zone Fire Department Grant will assist the City's Fire Department Special Operations Response Teams protect and rescue individuals along the U.S./Mexico border.

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

1. That the City Manager or designee is authorized to submit the FY2026 Border Zone Fire Departments Grant, application number 5185402, for the project entitled "Enhancement of Special Response Team – Extrication Capabilities" through the Public Safety Office of the State of Texas and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/ or terminate the grant, in the amount of \$248,741.95, for the period from September 1, 2025 through August 31, 2026, for the City's Fire Department's Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally to various incidents along the border; and
2. That the City shall provide all applicable matching funds for said Grant, if applicable.; and
3. That in the event of loss or misuse of the grant funds, the City of El Paso assures that the funds will be returned to the Public Safety Office of the State of Texas in full.

PASSED AND APPROVED on this _____ day of March, 2025.

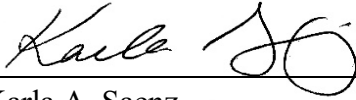
CITY OF EL PASO, TEXAS

Renard U. Johnson
Mayor

ATTEST:

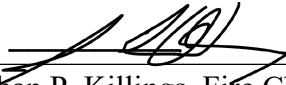
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Fire Chief
El Paso Fire Department

Declined ☐Denied ☐Awarded ☐

PSGrant# _____

GRANT INFORMATION FORM (GIF)**Complete either side A or if awarded, complete side B in this same form**

This form is to be used to provide information to the Grants Administration Division (GAD) for grant applications, grant awards, and/or grant contract amendments. After completing either side, please forward to the GAD Office at Grants-1@elpasotexas.gov. Once a grant has been awarded and a contract/agreement needs to be processed, please complete SIDE B and forward to GAD, we will submit for Legal Review and further processing. Please use the same GIF to complete Part A & Part B so it is all kept on the same sheet.

Department City of El Paso Fire Department**DUNS-058873019/UEI-KLZGKXNFVTL4**

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
A1. Department Programmatic Contact Person Name: Kevin D. Dieter Title: Emergency Management Coordinator Phone No.: (915) 838-3271 Email: DieterKD@elpasotexas.gov	B1. Department Financial Grant Contact Person Name: _____ Title: _____ Phone No.: _____ Email: _____
A2. Grant Data Funding Agency: Homeland Security Grant Program / OOG State of Texas Grant Name: FY26 Border Zone Enhancement of Special Ops - Extrication CFDA/ALN: 97.067 N/A <input type="checkbox"/> Application Due Date: March 13, 2025 a@ 5pm CST Requires Signature or Review from: Mayor <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> Legal Review <input checked="" type="checkbox"/>	B2. Grant Data Funding Agency: _____ Grant Name: _____ Program Name: _____ Agency Contract No.: _____ Grant Type: Please Select Pass through Agency: _____ Grant Start & End Date: Month Day Year - Month Day Year New, Continuation, or Amendment: Please Select
A3. Financial Data Amount of Grant Funding Request: \$ 248,741.95 Amount of Matching Funds Requested: \$ 0.00 Amount of In-Kind Funds and/or Additional City Contributions: \$ 0.00 Total Amount Requested: \$ 248,741.95	B3. Financial Data Post-Award Amount: \$ _____ (As indicated in the grant contract/agreement) Actual Amount of Cash Match: \$ _____ Actual Amount of In-Kind: \$ _____ Total Award for Project/Program: \$ 0.00
A4. Grant Classification <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	B4. <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
A5. City Match Certification Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ _____ <input type="checkbox"/> Percentage of Project Cost: _____ % <input type="checkbox"/> Other (Please explain): Match NOT Required For this fiscal year, how much of the local cash amount is already in the department's budget: \$ N/A Not budgeted: \$ N/A Proposed source of match: N/A	B5. Grant Accounting String: _____ City Match Accounting String: _____ Comments: City Match NOT Required.

Brief Description of Grant:

The El Paso Fire Department Office of Emergency Management seeks \$248,741.95 in grant funding through the FY26 Border Zone Enhancement of Special Operations Extrication Capabilities Grant # 5185402. Funding through this grant will be used the purchase specialized extrication equipment for the City of El Paso Fire Department Special Response Teams. The goal of this project is to support emergency services associated with the execution of security activities, related to crime deterrence, along the US/Mexico Border to include the greater El Paso Region.

REQUIRED SIGNATURES

1. _____
Department Director Signature **Date**
Jonathan P. Killings 2/26/2025

Printed Name of Department Director
2. _____
Grants Administration Division **Date**
02/10/2025
3. _____
Legal Review **Date**
03/10/2025

1. _____
Department Director Signature **Date**

Printed Name of Department Director
2. _____
Grants Administration Division **Date**
3. _____

Legal Review**Date**

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 5185402 **Start Date:** 9/1/2025 **End Date:** 8/31/2026

Project Title: Enhancement of Special Response Team - Extrication Capabilities
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499014

Application Eligibility Certify:

Created on:2/13/2025 11:43:14 AM By:Ismael Trinidad

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Enhancement of Special Response Team - Extrication Capabilities
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 6055 Threadgill
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Start Date: 9/1/2025
End Date: 8/31/2026

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: Brewster,Culberson,El Paso,Hudspeth,Jeff Davis,Presidio

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Marin
Email: marinmm@elpasotexas.gov
Address 1: 300 North Campbell St
Address 1:
City: EL PASO, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax: 915-212-0042
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Abraham Human
Email: HumanA@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79924
Phone: 915-838-3263 Other Phone:
Fax:
Title: Mr.
Salutation: Chief
Position: Special Operations Project Manager

Grant Writer

Name: Ismael Trinidad
Email: TrinidadIX@elpasotexas.gov
Address 1: 6055 Threadgill
Address 1:
City: El Paso, Texas 79938
Phone: 915-838-3267 Other Phone:
Fax:
Title: Mr.
Salutation: Mr.
Position: Grant Coordinator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)
Organization Option: applying to provide homeland security services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014

Unique Entity Identifier (UEI): KLZGKXNFVTL4

Narrative Information

Introduction

The purpose of this program is to provide grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 % of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating. Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2026 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the PSO Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

El Paso, Texas is located in the extreme western area of the State of Texas. Bordering on the state of New Mexico and the country of Mexico, this tristate area has seen a substantial increase in illicit movement of weapons, drugs, contraband and people. The importance of having highly trained personnel and specially equipped Squad Response Units in place and ready to manage the environment's challenges is critical to the safety and security of communities on both sides of the border. The goal of this project is to purchase extrication equipment needed to support emergency response services associated with security and rescue activities within the City and County of El Paso, Texas and along the US/Mexico Border. These security and rescue activities include activities associated with organized crime.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The City and County of El Paso Region is filled with a myriad of challenges and dangers unique the US/Mexico border – drug smuggling, human trafficking, mass migration, and the growing potential for terrorism. The terrain — treacherous mountains, a deep and fast-moving Rio Grande River, and arid and harsh remote areas also pose an imminent threat. More recently, the City and County of El Paso has seen an increase in individuals crossing into the US using sewer tunnels accessed at the border and high-speed pursuits involving drugs and human smuggling, often with catastrophic results. Both of these incidents require confined space rescues, which require extensive specialized operations and resources. The City of El Paso Fire Department Squad Response Units are strategically located throughout the City and respond to incidents involving people trapped in confined spaces such as in catastrophic vehicle accidents or building collapses. With the purchase of the specialized extrication equipment described in this grant request, these Squad Response Units can respond quickly and effectively to address any catastrophic event.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The City of El Paso's Urban Search and Rescue (USAR) is the only teams in the West Texas Region with the capability to protect communities from the consequences of all hazards, both natural and human-caused. The USAR team is a regional Type IV Urban Search and Rescue Team, made up of 18 members trained in high-angle, confined space, hazmat, structural collapse, heavy vehicle rescue, machinery rescue and specialized rescue techniques. The El Paso Fire Department operates annually from a budget set by tax base and utilizes grants to assist in attaining equipment and training to support its specialized teams that would be otherwise unattainable due to budget constraints. The following existing capability levels are documented in the 2022 Threat and Hazard Identification and Risk Assessment (THIRA): Mass Search and Rescue Operations, Page 45, identifies the capability target as, "Within 4 hours of an incident, conduct search and rescue operations for 58 people requiring rescue."

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The following capability gaps are documented in the 2022 Stakeholder Preparedness Review (SPR): 1. Mass Search and Rescue Operations, Page 79 - Need for annual replenishment of equipment for all Task Force teams and purchase of new equipment to increase capabilities to become a type 4 USAR team.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The project is intended to sustain and enhance current local and regional response capabilities related to special rescue incidents associated with border security activities along the US/Mexico Border. It will provide the necessary equipment to ensure that the regional response teams are capable of responding and protecting the lives of those along the border within Texas Disaster District 8. With the provided equipment, the teams will be able to rapidly intervene in special rescue and recovery efforts related to border security activities, thus minimizing the risk to personnel and the community. All of which are identified as current capability gaps within the 2022 RGCOG SPR. The investment into these equipment items will close the gaps and expand functional capability within the El Paso Fire Department.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

4.2.3 Ensure sustainment of response teams across Texas, to include personnel replacement, training to maintain proficiency, and replacement of equipment as needed. 4.2.4 Make investments in personnel, training, and equipment to build new response team capabilities where possible, based on assessments of needs.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group includes the El Paso Fire Department (EPFD), the EPFD Squad Response Units, State and Regional partners and a combined regional population of approximately 2.7 million that make up the City/County of El Paso, Cd. Juarez, Chihuahua, Mexico and Las Cruces, New Mexico.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

The City of El Paso will continue funding Squad Response Unit employee salaries and benefits. If awarded and after purchasing equipment described in this grant, the City will cover their routine maintenance costs but will likely seek additional grant funding in the future for upgrades or replacements.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Fire/EMS Operations	100.00	The goal of this project is to support emergency services associated with security activities along the US/Mexico Border. The El Paso is region situated in the extreme western area of the State of Texas. Bordering on New Mexico and the country of Mexico, this tristate area has seen a substantial increase in illicit movement of weapons, drugs, contraband and people. The importance of having highly trained and specially equipped Squad Response Units in place and ready to manage the environment's challenges is critical to the safety of communities on both sides of the border. This will be accomplished through the purchase of specialized extrication equipment for the El Paso Special Rescue Teams (USAR).

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/Operators equipped	35

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of Individuals Trained	36
Number of Special Response Teams created, maintained or enhanced.	2
Number of Special Response Teams personnel provided with new or updated equipment.	35
Number of Trainings conducted.	10

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☐ Yes
☒ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2025

Enter the End Date [mm/dd/yyyy]:

8/31/2026

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

138341041

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

11833925

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2023

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

☐ Yes

☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

☐ Yes

☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

☐ Yes

☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

☐ Yes

☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

☐ Yes

☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

☐ Yes

☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

☐ Yes

☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

☐ Yes

☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits. Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

☐ Yes
☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

☐ Yes
☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Equipment	iS320 ION Spreader - (\$15,458.00 per unit X 5) FEATURES Solid aluminum tool body to withstand the severe duty of fire rescue service Compact tool design allow access to tight areas other tools can't reach Gator Tips are standard and include an aggressive tooth pattern that won't slip and beveled edges don't rip sheet metal Add Extended Reach Tips (ERT) to expand the maximum spread distance from 32 to over 39 inches (812 to 993 mm) Gator Tips and ERT's utilize a push button release, so they're easy to install or remove, even with gloved hands High Intensity LED lights located in the handle for increased visibility 4-Stage pumps provide amazing speed under both loaded and unloaded conditions Center positioning of the battery offers better protection Location of the controls offers superior operator control Status LEDs offer user feedback on the tool status UL Certified, NFPA 1936 compliant Powered by a DEWALT FLEXVOLT 60 Volt battery that can be shared with other DEWALT tools Length: 38.1 inches (968 mm) Width: 11.1 inches (282 mm) Height: 11.6 inches (294 mm) Weight (excl battery): 54.3 lbs (24.6 kg) Max Spreading Distance: 31.9 inches (810 mm), 39.1 inches (993 mm) with ERT Tips Highest Spreading Force (HSF): 15,100 lbs (67.2 kN) Lowest Spreading Force (LSF): 10,530 lbs (46.9 kN) Max. Spreading Force: 39,500 lbs (175.7 kN) Highest Pulling Force (HPF): 11,500 lbs (51.1 kN) Lowest Pulling Force (LPF): 7,580 lbs (33.7 kN)	\$77,290.00	\$0.00	\$0.00	\$0.00	\$77,290.00	5
Equipment	Equipment	iC750 ION Cutter - (\$13,833.00 X 5) FEATURES ION's solid aluminum tool housings are ready for service in the severe duty demanded by first responders UL Certified, NFPA 1936 compliant-100% tested as a battery tool Powered by a DEWALT FLEXVOLT60 Volt battery that can be shared with other WALT tools Length: 21.9 inches (557 mm) Weight (excl battery): 54.8 lbs (24.9 kg) Stroke, Piston 1: 15 inches (381 mm) Stroke, Piston 2: 13.8 inches (351 mm) Stroke Overall: 28.8 inches (732 mm) Maximum Extended Length: 50.5 inches (1283 mm) Highest Spreading Force (HSF) Piston 1: 48,540 lbs (216.0 kN) Lowest Spreading Force (LSF) Piston 2: 22,390 lbs (100.0 kN)	\$69,165.00	\$0.00	\$0.00	\$0.00	\$69,165.00	5
Equipment	Equipment	KS0029-KIT - Extended Reach Tips for ION tools (\$1,252.00 X 5)	\$6,260.00	\$0.00	\$0.00	\$0.00	\$6,260.00	5
Equipment	Equipment	iTR500 ION Ram - (\$11,537.00 X 5) FEATURES ION's solid aluminum tool housings are ready for service in the severe duty demanded by first responders UL Certified, NFPA 1936 compliant-100% tested as a battery tool Powered by a DEWALT FLEXVOLT60 Volt battery that can be shared with other WALT tools Length: 21.9 inches (557 mm) Weight (excl battery): 54.8 lbs (24.9 kg) Stroke, Piston 1: 15 inches (381 mm) Stroke, Piston 2: 13.8 inches (351 mm) Stroke Overall:	\$57,685.00	\$0.00	\$0.00	\$0.00	\$57,685.00	5

		28.8 inches (732 mm) Maximum Extended Length: 50.5 inches (1283 mm) Highest Spreading Force (HSF) Piston 1: 48,540 lbs (216.0 kN) Lowest Spreading Force (LSF) Piston 2: 22,390 lbs (100.0 kN)						
Equipment	Equipment	iCHRG-4FAST - 4 bank DeWalt Speed Charge - (\$424.00 X 5)	\$2,120.00	\$0.00	\$0.00	\$0.00	\$2,120.00	5
Equipment	Equipment	iBATTFV-9 DeWalt 60volt Flex Bolt Battery 9/3 AMP-HR - (\$297.00 X 30)	\$8,910.00	\$0.00	\$0.00	\$0.00	\$8,910.00	30
Equipment	Equipment	Plastix Plus Mount - (\$295.00 X5)	\$1,475.00	\$0.00	\$0.00	\$0.00	\$1,475.00	5
Equipment	Equipment	Turtle Plastics Step Chock SC-1 - (\$127.86 X 10)	\$1,278.60	\$0.00	\$0.00	\$0.00	\$1,278.60	10
Equipment	Equipment	JYD-475 Doggie Bag - (\$649.66 X5) Overview: Equip yourself with 9 different attachment points all readily available in one durable Stabilization Accessory shoulder bag with JYD Industries' Doggie Bag. The uniquely engineered Doggie Bag is designed as an economical solution for responders to conveniently carry specifically selected components to assist during the stabilization process as well as to work seamlessly with our JYD Rescue Struts. All components are conveniently placed in a durable, weather-resistant bag with a fully enclosed lid, pockets for accessories, and an adjustable carry strap. All the Simpson Racing Products® straps are Blue in color, rated and tagged by Simpson Racing Products® at a working load of 1300 lbs. with a breaking strength of 4000 lbs. Components: (2) 2" wide Simpson Racing Products® Ratchet Straps with 20' of Webbing (Blue) (2) 2" x 9" Simpson Racing Products® Axel straps with an open hook on one end and a triangular ring on the other (Blue AxleStraps) (2) 2" x 24" Simpson Racing Products® Axel Straps with triangular rings, or Open Hook Straps, on each end (Blue) (2) Cluster Hooks rated at 4700 lbs. (1) Small "J" hook with webbing and a large triangular ring at the end rated at 4700 lbs. Specifications: The bag is constructed of 18 & 22 ounces per square yard vinyl-coated polyester. This material has excellent UV resistance. Due to the material the bag does not absorb fluids and is easily cleaned with mild soap and water. All of the Simpson Racing Products®' straps are Blue in color. The straps are rated and tagged by Simpson Racing Products® at a working load of 1300 lbs and a breaking strength of 4000 lbs. This Accessory bag is designed as an economical solution for responders to conveniently carry intentionally selected components to assist during the stabilization process and comes with the following list of equipment:	\$3,248.30	\$0.00	\$0.00	\$0.00	\$3,248.30	5
Equipment	Equipment	JYD-CRB-K1 - (\$739.30 X 5) Cribbing Kit 1 includes 8-44PL-19 Pyramid Crib Lincoln Log Cribbing, 4-2/4- 12 Wedge, JYD-020 Cribbing Bag	\$3,696.50	\$0.00	\$0.00	\$0.00	\$3,696.50	5
Equipment	Equipment	TL-9 Stabilizer - (\$789.71 X 5)	\$3,948.55	\$0.00	\$0.00	\$0.00	\$3,948.55	5
Equipment	Equipment	AMKUS FLEXVOLT 9" CUT OFF SAW KIT (2 BATT, CUT OFF WHEEL, AND 9" DIAMOND RESCUE BLADE) - (\$1290.00 X 5) 9" Cut Off Saw Kit makes cuts up to 3-1/4" deep. Make fast and efficient single pass cuts and scores in concrete, steel, and rebar. The saw features a front handle that can be held in three positions, allowing the saw to be used to cut in both horizontal and vertical positions. CUTSAW2-KIT includes (1) 9" Cut Off Saw, (1) 9" Diamond Rescue Blade, (1) Diamond Wheel, (1) Ceramic Cut Off Wheel, (2) FLEXVOLT 60V/20V Batteries (3AH/9AH), and (1) Charger.	\$6,450.00	\$0.00	\$0.00	\$0.00	\$6,450.00	5
Equipment	Equipment	AMKUS FLEXVOLT RECIPROCATING SAW KIT-S - (\$400.00 X 5) When paired with the included reciprocating saw blades, this tool makes quick work of structural steel as well as sheet metal and perfectly complements your AMKUS rescue tools. The saw's keyless lever-action blade clamp allows for quick and easy blade change.	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	5
Equipment	Equipment	K-CHAIN24-30 - (\$5215.00 x5) Chain tips and chains for ION tools	\$5,215.00	\$0.00	\$0.00	\$0.00	\$5,215.00	5

Source of Match Information**Detail Source of Match/GPI:**

DESCRIPTION	MATCH TYPE	AMOUNT
-------------	------------	--------

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$248,741.95	\$0.00	\$0.00	\$0.00	\$248,741.95

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$248,741.95	\$0.00	\$0.00	\$0.00	\$248,741.95

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** Trinidad12



Legislation Text

File #: 25-386, Version: 4

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Fire, Chief Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit to the Texas Department of Emergency Management, grant application number 4781 for the City of El Paso Office of Emergency Management project identified as "El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates" to provide financial assistance to the City of El Paso. Requesting \$90,000 with a cash match of \$30,000 (25%) for a total project amount of \$120,000. The grant period will be from December 1, 2025 to December 1, 2026.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grant through the FY24 Texas Department of Emergency Management Hazard Mitigation Post Fire (HMGP) grant program entitled El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates.

WHEREAS, the City of El Paso Fire Department plans to use this funding to review and update the City of El Paso Office of Emergency Management Hazard Mitigation Plans.

WHEREAS, the project entitled, El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates involves the hiring of a consultant to review, update, and submit current mitigation plans to FEMA for approval and adoption.

WHEREAS, the current El Paso County Hazard Mitigation Plans are due to expire on August 15, 2026. The plans include the Cities of El Paso, Horizon City, San Elizario and Socorro, the Towns of Anthony and Clint and the Village of Vinton.

WHEREAS, the Grant requires matching funds of at least 25%, \$30,000, by the City; and

WHEREAS, the City Council finds that the Hazard Mitigation Grant Program will aid the development and implementation of the El Paso County Hazard Mitigation Plans which serve as a vital foundation for saving lives and protecting the property from natural and man-made hazards.

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

1. That the City Manager or designee is authorized to sign the funding match commitment letter for the FY24 Texas Department of Emergency Management Hazard Mitigation Post Fire grant (HMGP) for the project titled “El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Updates” through the State Hazard Mitigation Officer including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, correct, and/or terminate the grant in the amount of \$120,000, for the project that supports the El Paso Office of Emergency Management; and
2. That the City of El Paso will provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss or misuse of the grant funds, the City of El Paso assures the it will return the funds to the Texas Department of Emergency Management in full.

APPROVED THIS ____ **DAY OF** _____, 2025.

(Signatures on the following page)


CITY OF ELPASO:

Renard U. Johnson
Mayor

ATTEST:

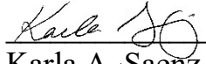
APPROVED AS TO CONTENT:

Laura D. Prine
City Clerk



Jonathan P. Killings, Fire Chief
El Paso Fire Department

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney



El Paso Fire Department

MAYOR

Renard U. Johnson

CITY COUNCIL

District 1

Alejandra Chávez

District 2

Dr. Josh Acevedo

District 3

Deanna M. Rocha

District 4

Cynthia Boyar Trejo

District 5

Ivan Niño

District 6

Art Fierro

District 7

Lily Limón

District 8

Chris Canales

CITY MANAGER

Dionne Mack

April 1, 2025

Texas Department of Emergency Management

Region 7

10737 Gateway Blvd. West, Suite 110

El Paso, Texas 79935

RE: FY24 Severe Storms El Paso County Multi-Jurisdictional Hazard Mitigation
Action Plan Update #DR-4781 - Funding Match Commitment Letter

Dear State Hazard Mitigation Officer:

As part of the Hazard Mitigation Grant Program process, a local funding match of at least 25% is required. This letter serves as City of El Paso Office of Emergency Management's commitment to meet the local match fund requirements for the El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Update grant application.

Requested Federal Share (75%):	\$90,000.00
Requested Local Match Commitment (25%):	\$30,000.00
Total Grant Application Amount:	\$120,000.00

We are aware that none of the cash or in-kind contributions can be paid from a federally funded source (including salaries) or are currently being utilized as a cost match toward another federal grant. We look forward to completing the El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Update Project.

If additional funds are requested, an additional local match fund commitment letter is required to be submitted.

Sincerely,

Dionne Mack
City Manager
City of El Paso

Deliverables

[View All Completed Deliverables](#)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title:	El Paso County Multi-Jurisdictional Hazard Mitigation Action Plan Update
Total Project Cost:	\$120,000.00
Eligible Amount:	\$120,000.00
Funding Sources:	Federal - \$90,000.00 State - \$0.00 Local - \$30,000.00
Subrecipient Management Cost:	\$0.00
FEMA Obligation Data:	Federal Number - < no value > Date of Obligation Letter - < no value > CATEX Comments - < no value > Project POP Date - < no value >
Is Phased Project?	No

Grant

4781 Severe storms, Straight-line winds, tornadoes, and flooding
Hazard Mitigation Grant Program
Declared: May 17, 2024
CFDA Number: 97.039

Applicant

El Paso
El Paso County (7 - West Texas Region)
UEI: KLZGKXNFVTL4
FIPS: 141-24000-00
State #: 90615
FEIN #: 74-6000749
Vendor # (Applicant): 17460007499
DUNS #: 058873019 Type: City
Physical/Mailing: 300 N Campbell
El Paso, TX, 79901-1402

Workflow Summary

Current Step:	1) Application Entry Extended Description: Note: BRIC Grants Only: Applicants only need to submit their applications through the FEMA.GO system. TDEM staff will be responsible for entering the application information into GMS. A) Complete all application fields and worksheets fields and upload all requested documents. Draft
Recipients:	Mitigation Coordinator (State)

Introduction

Summary Information

Grant: 4781 Severe storms, Straight-line winds, tornadoes, and flooding

Project Type: Planning - Mitigation Action Plan Update

Title:

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

Applicant Information

Applicant: **El Paso**
Location: El Paso
Type: City
Mailing: 300 N Campbell, El Paso, TX 79901-1402
Physical: 300 N Campbell, El Paso, TX 79901-1402
FIPS: 141-24000-00
FEIN #: 74-6000749
DUNS #: 058873019
SAM Registration Expiration Date: Sep 14, 2021
SAM Registration Status: Inactive
Congressional District: 16
State Senate District: 29
State Legislative District: 79
Applicant Fiscal Year Ending Month: 08

Is all above information
correct and current?

DUNS #:

Applicant value

Organization Unit:

Used to identify the department submitting the application. Ex. "Public Works"

Contacts

Primary Contact:

[Edit](#)

Organization: City of El Paso
Email Address: Rodriguez-hefnere@elpasotexas.gov
Phone: 915-212-1795

Secondary Agent:

[Edit](#)

Organization: El Paso
Email Address: Dieterkd@elpasotexas.gov
Phone: 915-838-3263

Primary Finance Contact:

[Edit](#)

Email Address: salazarrd@elpasotexas.gov
Phone: 915-212-1794

Certifying Official:

Elda Hefner - Grants Administrator

[Edit](#)

Organization: City of El Paso

Email Address: Rodriguez-hefnere@elpasotexas.gov

Phone: 915-212-1795

Alternate Contacts:

Name	Title	Email	Phone
------	-------	-------	-------

* indicates a contact whose information may not be current or correct.

[Add Alternate Contact](#)

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP. Not required for Plan or Plan Update applications.

Does your community have a current FEMA approved multi-hazard mitigation plan?

Yes

Date of Plan Approval:

Aug 16, 202

Mitigation Plan Page:

2-1

Page on which the project/activity proposed is listed in the Mitigation Plan.

Mitigation Plan Section:

Overview

Section in which the project/activity proposed is listed in the Mitigation Plan.

Does the community participate in the National Flood Insurance Program (NFIP)?

Yes

Community NFIP Status:

Community Rating Service (CRS) Participant

Is the community a member of good standing with the NFIP?

Yes

Date Established:

Oct 1, 1991

NFIP Number (CID):

480214

Project Management:

- ☐ The local jurisdiction will manage the project
- ☒ The local jurisdiction plans to hire a consultant/contractor to manage the project
- ☐ Other

Project management involves planning, executing, controlling, and completing the project in order to achieve specific goals and meet specific success criteria at the specified times, while providing updates on the progress and issues

Worksheets

1 results

#	Worksheet Title	Amount	Status
4...	El Paso County Mult-Jurisdictional Hazard Mitigation Action Plan Update	\$0.00	Included

Costs

Cost Line Items

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Type	Description	Qty	Unit	Price	Pre-Award	Total
Professional Services	Professional Consultant Services - Consultant will research, develop and write an updated multi-hazard mitigation plan. Consultant TBD.	1	Each	\$ 120,000.00	No	\$120,000.00
Worksheet Total						\$0.00
Application Total						\$120,000.00
Grand Total						\$120,000.00

Budget Narrative:

C 3. Budget - SEVERE STORMS 25 KB

Feb 18, 2025

Attach Files

The jurisdiction will ensure that all project costs are reasonable and necessary for the activity according to 2 CFR § Part 200 Uniform Administrative (URA) Requirements, Cost Principles, and Audit Requirements for Federal Awards. Please include explanation/justification for project and Subrecipient Management Cost amounts.

Subrecipient Management Cost

Will this sub-application be requesting any Subrecipient Management Cost amounts?

Opt-Out

Funding Sources

Method: ☒ By Percent ☐ By Amount

Funding Source / Other Agency

FEDERAL SHARE: 75 % \$90,000.00

STATE SHARE: % \$0.00

NON-FEDERAL SHARE - LOCAL SHARE (INCLUDE IN-KIND VALUE): 25 % \$30,000.00

TOTAL ALLOCATED: 100 % \$120,000.00

SUBRECIPIENT MANAGEMENT COST AMOUNT: \$ 0.00

The amount of Subrecipient Management Cost requested for this Project.

Non-Federal Funding Share

List all sources and amounts utilized in the non-federal share including all in-kind services. In-kind services may not exceed 25% non-federal share. If any portion of the non-Federal share will come from non-applicant sources (donated services, private donation, etc.), attach letters of funding commitment for each non-applicant source.

Source	Name of Source Agency	Funding Source	Amount	Commitment Letter
--------	-----------------------	----------------	--------	-------------------

Funds Commitment Letter lists the sources and amounts utilized in the non-Federal share requirement, including all in-kind services. Funds commitment letters from non-applicant sources

Cost Effectiveness

Not required for Plan or Plan Update applications

The cost effectiveness methodology used for this project is:

- ☐ Pre-Calculated Benefits: The properties to be acquired meet the criteria for pre-calculated benefits for acquisition for structures located in Special Flood Hazard Areas (SFHA) of \$276,000 per property. If the structure, or any portion of the structure lies within the 100-year SFHA, the structure can utilize the pre-calculated benefits. This must be established with maps which show the structure's footprint delineated against the SFHA. Details of the properties can be found in the Worksheets.
- ☐ Benefit Cost Software: Cost effectiveness for this project has been calculated using the FEMA approved BCA software. The Benefit Cost Ratio has been determined to be: 0. A zip file of the BCA runs is included with this application as required documentation. Details of the properties can be found in the Worksheets. Maintenance Costs must be included in the BCA, although they are not eligible project cost line items in the application budget. Upload an assurance letter from the signature authority that tells how much annual maintenance costs will be, what position or department will be responsible for maintenance, and how often it will be performed.
- ☐ Cost Effectiveness Narrative: Provide a detailed description of the cost effectiveness indicating that there is a reasonable expectation that future damage or loss of life will be reduced or prevented.

Budget Estimating

The method used to estimate project costs other than replacement costs is:

- ☐ Estimates were obtained from construction contractors and similar vendors
- ☒ Historical data from previous projects/activities were utilized with an inflation factor if necessary
- ☐ Other

Note: Generators that are being used to replace existing units are required to show an increased level of mitigation, such as higher power rating or fuel source that does not require human interaction, i.e. Propane vs. Diesel

Budgeting Method

	Budget Method Updated SEVERE STORMS 24 KB	On Feb 18, 2025 by Ismael Trinidad
--	---	------------------------------------

Provide backup documentation for method used

Timeline

Project Milestones

Total # of weeks for entire project: 52

Timeline

Insert the proposed work schedule in phases, i.e., data gathering, risk assessment, etc. This timeline will used as a measurement tool for progress in the plan development and will be reported on quarterly. It will be the basis used to justify delays or extensions, if necessary, and should be estimated carefully.

Task Description	Start Day	End Day
Grant Approval	1	90
Contract Mitigation Action Plan Consultant	91	270
Develop Mitigation Action Plan	271	540
Finalize Mitigation Action Plan	541	630
Adopt/Implement the 2025-2030 Mitigation Action Plan	631	720
Reconcile and Closeout Grant	721	810

Certifications

Certifications

Would you be willing to accept a reduced federal share or scale your project if there are funding limitations? This is highly recommended due to the limited federal funds available.

- ☐ Yes
- ☒ No

If this application is not selected for funding for the FEMA Hazard Mitigation Grant Program/Building Resilient Infrastructure and Communities (BRIC) programs, but may be eligible for other grant funding through TDEM or other partner agencies, do you wish to have TDEM share your information for consideration in other grant opportunities?

- ☐ Yes - I acknowledge my application will need to meet the requirements of other grant opportunities offered and I will still need to make application. I understand that selecting "yes" does NOT eliminate the need for me to separately apply for other grant opportunities.
- ☒ No

Certification	ApplicationCertification SEVERE STORMS 114 KB	On Feb 24, 2025 by Ismael Trinidad
---------------	---	------------------------------------

Certification Template

Please download the template, sign and date, then upload the signed Certification document.

Application for Federal Assistance (SF-424):	SF424 Application for Federal Assistance For... 302 KB	On Feb 24, 2025 by Ismael Trinidad
--	--	------------------------------------

Template is available to download in the Document Templates section at the bottom of this screen.

Grant Terms and Conditions:	Terms and Conditions February - SEVERE STORMS 518 KB	On Feb 24, 2025 by Ismael Trinidad
-----------------------------	--	------------------------------------

Template is available to download in the Document Templates section at the bottom of this screen.

Planning Activities

- ☒ The jurisdiction understands that the planning activities described within will result in a FEMA-approved multi-hazard mitigation plan.

Certified by Ismael Trinidad on Feb 18, 2025 3:44 pm



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-298, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

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

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ATTACHMENT A

SOLID WASTE LIENS

April 1, 2025

Address	Owner of Record	Amount	District
680 SEQUEIROS CT	OXSHEER CHRIS & LEE-OXSHEER LINDA Y	\$351.00	1
700 TAYOPA CT	AMERICAN EAGLE EQUITY INC	\$1,022.00	1
7801 CHINOOK LN	PINA MANUEL	\$328.00	1
4000 TITANIC AVE	TORRES ANNETTE M	\$706.50	2
3423 PIERCE AVE	CARCERANO ANDREW P	\$395.50	2
8722 GATEWAY NORTH BLVD	SCHMIDT JOHN H	\$1,922.00	2
1216 ROSWELL RD	RODRIGUEZ HECTOR H JR & PATRICIA	\$344.00	3
7206 PIMA LN	FELIX RAMON & ROSA I	\$363.00	3
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	\$382.50	4
5120 CHATEAU AVE	LOPEZ ROBERTO	\$557.50	4
10360 PRESTON DR	SHELDON RICHARD L	\$420.50	4
10941 DESERT VIEW DR	DANIEL PETRA O & OLGA	\$420.50	4
9035 ALAMEDA AVE	EL PASO AR INVESTMENTS LLC	\$343.00	7
9218 SANTA ROSALIA CT	CHAVEZ JESUS B & ANA M U	\$325.00	7
1905 OLIVE AVE	TREX RE LLC	\$341.00	8
1844 W PAISANO DR	THE OLD BARRACKS LLC	\$1,518.50	8
2009 MAGOFFIN AVE	FRESE JOSEPH E	\$372.75	8

RESOLUTION

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

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

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

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

680 Sequeiros Ct, more particularly described as Lot 7 (8083.00 Sq Ft), Block 21, River Park West #8 Subdivision, City of El Paso, El Paso County, Texas, PID #R576-999-0210-0700

to be \$351.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FIFTY ONE AND 00/100 DOLLARS (\$351.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

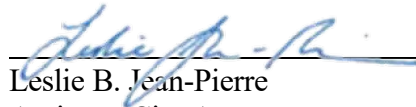
Renard U. Johnson
Mayor

ATTEST:

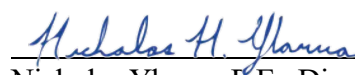
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

700 Tayopa Ct, more particularly described as Lot 15 (Exc Sely Cor)
(28701 SQ FT), Country Manor Estates #2 Subdivision, City of El
Paso, El Paso County, Texas, PID #C881-999-0010-1500

to be \$1022.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND TWENTY TWO AND 00/100 DOLLARS (\$1022.00) to be a lien on the above described property, said amount being due and payable

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

7801 Chinook Ln, more particularly described as Lot 1, Block 2,
Three Hills Subdivision, City of El Paso, El Paso County, Texas,
PID #T251-999-0020-0100

to be \$328.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY EIGHT AND 00/100 DOLLARS (\$328.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

4000 Titanic Ave, more particularly described as Lot 34 (10080 Sq Ft) Block 2, Park Foothills Subdivision, City of El Paso, El Paso County, Texas, PID # P324-999-0020-4500

to be \$706.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of December, 2023 , and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIX AND 50/100 DOLLARS (\$706 .50) to be a lien on the above described property, said amount being due and payable within ten (10) days

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

3423 Pierce Ave, more particularly described as Lots 4 & 5 & E
3.5 Ft of 6 (6420 Sq Ft), Block 103, Morningside Heights
Subdivision, City of El Paso, El Paso County, Texas, PID
#M794-999-1030-0800

to be \$395.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

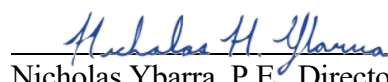
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

8722 Gateway North Blvd, more particularly described as N 53 of
W 130 Ft of 4 (6890 Sq Ft), Block 5, Del Norte Acres Subdivision,
City of El Paso, El Paso County, Texas, PID #D361-999-0050-4400

to be \$1922.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND NINE HUNDRED TWENTY TWO AND 00/100 DOLLARS (\$1922.00) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

1216 Roswell Rd, more particularly described as Lot 3 (6844 Sq Ft),
Block 42, Ranchland Hills #5 Subdivision, City of El Paso, El Paso
County, Texas, PID #R221-999-0420-3100

to be \$344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of March, 2024, and approves the costs described herein.

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie B. Jean-Pierre
Assistant City Attorney


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

7206 Pima Ln, more particularly described as Lot 9 (16363 Sq Ft),
Block 41, Ranchland Hills #5 Subdivision, City of El Paso, El Paso
County, Texas, PID #R221-999-0410-6500

to be \$363.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY THREE AND 00/100 DOLLARS (\$363.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

10508 Hermes Dr, more particularly described as Lot 17 (7899 Sq Ft), Block 29, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0290-3300

to be \$382.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY TWO AND 50/100 DOLLARS (\$382.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

5120 Chateau Ave, more particularly described as Lot 6 (7875 Sq Ft), Block 29, Milagro Hills #4 Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M425-999-0290-2100

to be \$557.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIFTY SEVEN AND 50/100 DOLLARS (\$557.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

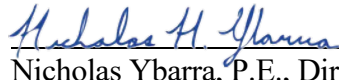
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Leslie B. Jean-Pierre
Assistant City Attorney


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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

10360 Preston Dr, more particularly described as Lot 24, Block 10,
Sun Valley #2 Subdivision, City of El Paso, El Paso County, Texas,
PID #S816-999-0100-4700

to be \$420.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY AND 50/100 DOLLARS (\$420.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

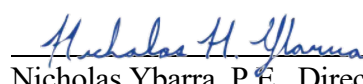
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

10941 Desert View Dr, more particularly described as Lot 21, Block
1, Desert View Mobile Home Subdivision, City of El Paso, El Paso
County, Texas, PID #D466-999-0010-4100

to be \$420.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of January, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY AND 50/100 DOLLARS (\$420.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

9035 Alameda Ave, more particularly described as Lots 2 & 3 W Pt of 1 (6146 Sq Ft), Block 2, Harris Subdivision, City of El Paso, El Paso County, Texas, PID #H117-999-0020-1200

to be \$343.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 00/100 DOLLARS (\$343.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

9218 Santa Rosalia Ct, more particularly described as Lot 13, Singh
Subdivision, City of El Paso, El Paso County, Texas, PID #S445-
999-0010-1300

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

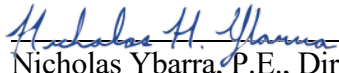
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

1905 Olive Ave, more particularly described as Lot 19 (3000 Sq Ft),
Block 29, Bassett Subdivision, City of El Paso, El Paso County,
Texas, PID #B202-999-0290-4600

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

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

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

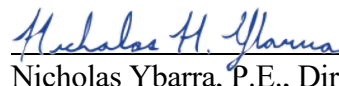
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

1844 W Paisano Dr, more particularly described as Old Fort Bliss,
W Pt of 4 (21481 Sq Ft), City of El Paso, El Paso County, Texas,
PID #O185-999-0000-1100

to be \$1518.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of December, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount ONE THOUSAND FIVE HUNDRED EIGHTEEN AND 50/100 DOLLARS (\$1518.50) to be a lien on the above described property, said amount being due and

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

2009 Magoffin Ave, more particularly described as Lot 21 (3000 Sq Ft), Block 32, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0320-6100

to be \$372.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of February, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY TWO AND 75/100 DOLLARS (\$372.75) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

ATTACHMENT A

SOLID WASTE LIENS

April 1, 2025

Address	Owner of Record	Amount	District
680 SEQUEIROS CT	OXSHEER CHRIS & LEE-OXSHEER LINDA Y	\$351.00	1
700 TAYOPA CT	AMERICAN EAGLE EQUITY INC	\$1,022.00	1
7801 CHINOOK LN	PINA MANUEL	\$328.00	1
4000 TITANIC AVE	TORRES ANNETTE M	\$706.50	2
3423 PIERCE AVE	CARCERANO ANDREW P	\$395.50	2
8722 GATEWAY NORTH BLVD	SCHMIDT JOHN H	\$1,922.00	2
1216 ROSWELL RD	RODRIGUEZ HECTOR H JR & PATRICIA	\$344.00	3
7206 PIMA LN	FELIX RAMON & ROSA I	\$363.00	3
10508 HERMES DR	GALLARDO SALVADOR JR & ELIZABETH H	\$382.50	4
5120 CHATEAU AVE	LOPEZ ROBERTO	\$557.50	4
10360 PRESTON DR	SHELDON RICHARD L	\$420.50	4
10941 DESERT VIEW DR	DANIEL PETRA O & OLGA	\$420.50	4
9035 ALAMEDA AVE	EL PASO AR INVESTMENTS LLC	\$343.00	7
9218 SANTA ROSALIA CT	CHAVEZ JESUS B & ANA M U	\$325.00	7
1905 OLIVE AVE	TREX RE LLC	\$341.00	8
1844 W PAISANO DR	THE OLD BARRACKS LLC	\$1,518.50	8
2009 MAGOFFIN AVE	FRESE JOSEPH E	\$372.75	8



Legislation Text

File #: 25-385, 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

City Manager's Office, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager, or designee, to enter into a Department of the Army Right of Entry for Environmental Assessment and Response (ROE) with the United States of America (Government) to allow the Government the right to enter City property located north of Castner Range, in El Paso County, Texas, for the purpose of identifying and removing Munitions and Explosives of Concern (MEC) and conducting a baseline ecological and human risk assessment. The term of the ROE is for a period not to exceed 60 months.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:


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

RESOLUTION

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

That, the City Manager, or designee, be authorized to sign a Department of the Army Right of Entry for Environmental Assessment and Response ("ROE") by and between the City of El Paso ("City") and the United States of America ("Government"), to allow the Government the right to enter City property located north of Castner Range, in El Paso County, Texas, for the purpose of identifying and removing munitions and explosives of concern (MEC) and conducting a baseline ecological and human health risk assessment. The term of the ROE is for a period not to exceed 60 months.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

ATTEST:

Renard U. Johnson, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Roberta Brito
Senior Assistant City Attorney



Mary Lou Espinoza
Capital Assets Manager

DEPARTMENT OF THE
ARMY RIGHT OF ENTRY FOR
ENVIRONMENTAL ASSESSMENT AND RESPONSE

LOCATION: The Area of Interest North of Castner Range (AOI NOCR) located in El Paso County, Texas.

OWNER(s): The City of El Paso

The undersigned, herein called the "Owner", in consideration for the mutual benefits of the work described below, hereby grants to the UNITED STATES OF AMERICA, hereinafter called the "Government", a right-of-entry upon the following terms and conditions:

1. The Owner hereby grants to the Government an assignable right to enter in, on, over and across the lands required to access parcels within AOI NOCR whose legal description is (area depicted on Exhibit A and B) for a period not to exceed 60 months as prescribed below. Subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowner(s), their heirs, executors, administrators, successors, and assigns, all such right, title, interest and privilege as may be used and enjoyed without interfering with or abridging the rights and right-of-entry hereby acquired.

a. For a period not to exceed 60 months, use by the United States, its representatives, agents, contractors, and assigns, for the identification and removal of MEC, which includes the following: collect detailed information to characterize site conditions, determine the nature and extent of the contamination, anomalies identified and confirmed, where feasible, shall be recovered, disposed of, or blown in place and evaluation of risks to human health and the environment posed by the site conditions by conducting a baseline ecological and human health risk assessment. Summary of Physical Activities and Methods for Project Data Collection and Analysis is provided as Exhibit C.

2. The Owner also grants the right to enter and exit over and across any other lands of the Owner as necessary to use the described lands for the purpose listed above.

3. All tools, equipment, and other property taken upon or placed upon the described land by the Government shall remain the property of the Government and may be removed by the Government at any time within a reasonable period after the expiration of this right-of-entry.

4. Upon the expiration or termination of this right-of-entry, the Government shall restore any and all areas that may have been altered as a result of the work performed by the Government.

5. If any action of the Government's employees or agents in the exercise of this right-of-entry results in damage to the real property, the Government will, in its sole discretion, repair such damage. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. The Government's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Congress will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this clause are without prejudice to any rights the Owner may have to make a claim under applicable laws for any damages other than those provided for herein.

6. This Right-of-Entry may be revoked in writing by the undersigned upon thirty (30) day prior notice delivered to the Department of the Army at: U.S. Army Corps of Engineers, CESFW-REA (Edwards) P.O. Box 17300, Fort Worth, Texas 76102-0300.

WITNESS MY HAND this day_____ of _____, 20____.


Signature / Title

Printed Name

Address

Home Telephone

Work Telephone

Approved as to form:


Roberta Brito
Senior Assistant City Attorney

Owner requires notification prior to entry. Yes No (please circle one)

THE UNITED STATES OF AMERICA

By: _____

Shane P. Demmer
Chief, Real Estate Division
Real Estate Contracting Officer

Consent of Tenant: (If Applicable)

I hereby consent to the use of the property by the Government in accordance with this Right of Entry for Environmental Assessment and Response.

Tenant's Signature

Tenant's Printed Name

Tenant's Address

Home Telephone

Work Telephone

CERTIFICATE OF AUTHORITY
(applicable for Corporations and Organizations)

I, _____ (*name*), certify that I am the
_____ (*position held in organization*) of the
_____ (*organization*), duly organized and registered in the
State of Texas; that _____ (*executor of instrument*), who
signed the foregoing instrument on behalf of the grantee, was then
_____ (*position of executor of instrument*) of said
_____ (*organization*). I further certify that the said officer was
acting within the scope of powers delegated to this officer by the governing body of the
grantee in executing said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand, and the seal of the
_____ (*organization*), this day _____ of
_____, 20____.

By: _____

Typed Name: _____

Title: _____

(see City of El Paso Parcel)

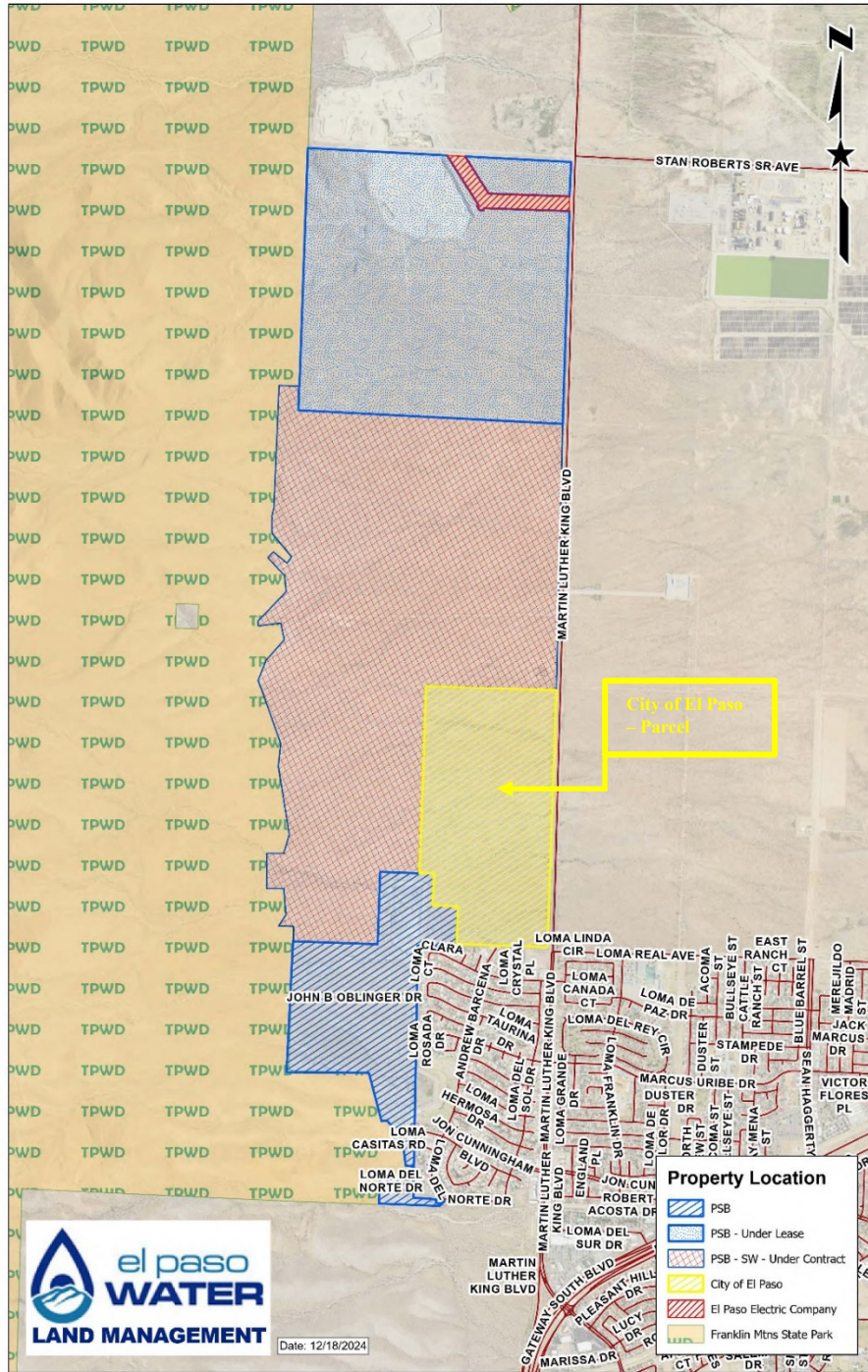


Exhibit B

City of El Paso Property Ownership within AOI NOCR
(PIDN X58199911800101)

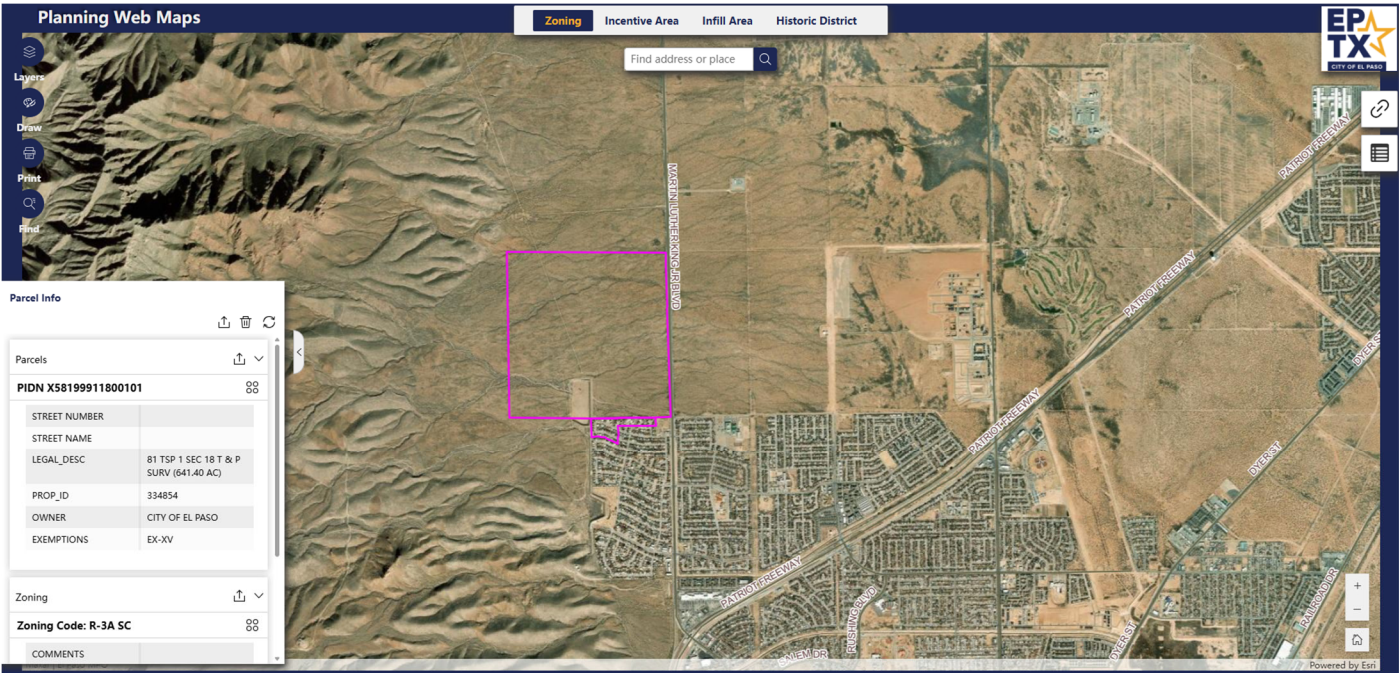


Exhibit C

Summary of Physical Activities and Methods for Project Data Collection and Analysis

The project will collect and analyze data for the Remedial Investigation (RI) within the Area of Interest (AOI) to address potential hazards associated with Munitions and Explosives of Concern (MEC) and Munitions Debris (MD). The primary objective is to assess risks to people and the environment and determine if further action is needed. All activities described below shall preserve the natural site conditions and ensure the protection of its environmental and ecological systems:

- **Reconnaissance Survey:** Real-Time Kinematic (RTK) Differential Global Positioning System (DGPS) will be used to pre-mark transect paths and ensure the planned routes align with site conditions and identify the locations where specific data collection methods will be used.
- **Data Collection:** An EM61 geophysical sensor will collect detailed data along transect prescribed transects, avoiding vegetation disturbance. The EM61 system is a high-sensitivity electromagnetic (EM) metal detector. The system works by transmitting, or pulsing, EM signals which induce a secondary magnetic field around subsurface metallic objects. Where the EM61 cannot be utilized, a handheld metal detector shall be utilized to minimize vegetation contact.
- **Drone Survey:** In steep/inaccessible areas, drones will be used to map potential impact craters.
- **Disposal:** Any MEC or Material Potentially Presenting an Explosive Hazard (MPPEH) will be safely disposed of, either through consolidated demolition or blow-in-place (BIP) methods.
- **Soil Sampling:** Soil samples may also be collected to assess the presence of Munitions Constituents (MC) such as explosives or metals

Evaluation of Activities Against the Restrictive Covenants

The proposed RI activities align with all terms of the restrictive covenants governing the AOI. They are temporary, non-invasive, and focused on preserving the natural and ecological integrity of the Restricted Property. As discussed below, proposed activities shall protect environmental resources and adhere to the covenant's purpose. By following these standards, the investigative work respects the property's natural condition and the covenant's legal and environmental requirements.

2.(a). General - Prohibition on Filling, Excavating, and Alteration of Topography:

Proposed activities do not involve filling, large-scale excavating, or altering the topography in a way that would materially affect the Restricted Property. Anomalies will be excavated manually using hand tools, to ensure minimal disturbance to the natural landscape and complies with the covenant prohibiting significant alteration of topography. Furthermore, the use of EM61 and analog methods do not involve any physical alteration of the land and is consistent with the preservation of the site's natural state. Additionally, there will be no development of the property performed by the government.

2.(b). Protection of Waters, Wetlands, and Environmental Resources: The covenant prohibits activities that impair the flow of water or alter wetlands. Proposed RI activities use non-invasive geophysical methods and avoid disturbing water features or wetlands. Any minimal ground disturbance will occur in upland areas, and no activities will require water pollution permits, ensuring adherence to this restriction. The use of drones for mapping steep terrain further demonstrates the project's commitment to minimizing environmental impact.

2.(c.) Vegetation Preservation and Minimal Trimming: The restrictive covenant prohibits the clearing, burning, or destruction of vegetation, except for minor trimming necessary for safety. The RI activities respect this restriction by using minimal hand trimming to enable safe passage of geophysical equipment, ensuring that root structures remain intact and sensitive vegetation is preserved/undisturbed. Large-scale vegetation removal or mechanical trimming will not occur, and any necessary minor trimming will be pre-approved in writing by the appropriate authorities, in compliance with the covenant.

2.(d.) Disposal of Waste and Hazardous Materials: The covenant prohibits the dumping of waste or hazardous materials. All MEC and MPPEH recovered will be safely disposed of through approved processes, such as BIP or consolidated demolition. No waste, trash, or hazardous substances will be left on the property, ensuring full compliance with this restriction.

2.(f.) Restriction on Structures and Utilities: The covenant prohibits the construction of buildings or placement of utilities. Proposed RI activities do not involve constructing any structures or placing utilities. Temporary equipment, such as geophysical equipment and storage Conex boxes, will be removed after use, leaving no permanent alterations to the property.

2.(g/h.) Roads, trails, and Pest Control: No roads or trails shall be constructed. No herbicides or pesticides shall be utilized.

2.(i.) Vehicle Use and Topography Preservation: The covenant restricts the use of mechanical vehicles that could alter the natural contours of the land. Proposed RI activities will primarily rely on foot-based surveys and manual excavation. Vehicles will only be used for essential safety purposes or to transport equipment to accessible areas, utilizing existing roads and trails, to the maximum extent possible, while ensuring no impact to the natural contours of the property.



Legislation Text

File #: 25-394, 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

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

AGENDA LANGUAGE:

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

A Resolution that the Taxpayer, PHILIP & LAUREN M LAVRETSKY REVOCABLE LI, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$668.35, for the property with the following legal description:

2 THE WILLOWS #1 LOT 14 (13199.20 SQ FT)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, PHILIP & LAUREN M LAVRETSKY REVOCABLE LI (“Taxpayer”) requested a waiver of penalties and interest on February 27, 2025, before the 181st day after the delinquency date, in the amount of \$668.35 for the 2024 delinquent taxes for the property with the following legal description:

2 THE WILLOWS #1 LOT 14 (13199.20 SQ FT)

WHEREAS, the Taxpayer submits evidence sufficient to show that an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district caused or resulted in the taxpayer’s failure to pay the before delinquency date and if the tax is paid not later than the 21st day after the taxpayer knows or should know of the delinquency.

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

THAT the Taxpayer, PHILIP & LAUREN M LAVRETSKY REVOCABLE LI, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(a)(1) of the Tax Code, in the amount of \$668.35 for the property with the following legal description:

2 THE WILLOWS #1 LOT 14 (13199.20 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20 ____.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 25-395, 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

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

AGENDA LANGUAGE:

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

A Resolution that the Taxpayer, WALDO J P REGALADO, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$378.37, for the property with the following legal description:

4 MESQUITE TRAILS #1 LOT 41 (7098.93 SQFT)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, pursuant to Section 33.011(j)(1) of the Texas Tax Code (“Tax Code”), the governing body of a taxing unit may waive penalties and interest on a delinquent tax if the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer’s payment being postmarked after the delinquency date; and

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, WALDO J P REGALADO (“Taxpayer”) requested a waiver of penalties and interest on February 5, 2025, before the 181st day after the delinquency date, in the amount of \$378.37 for the 2024 delinquent taxes for the property with the following legal description:

4 MESQUITE TRAILS #1 LOT 41 (7098.93 SQ FT)

WHEREAS, the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before delinquency to the United States Postal Service for delivery by mail, but an act or omission of postal service resulted in the taxpayer’s payment being postmarked after the delinquency date.

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

THAT the Taxpayer, WALDO J P REGALADO, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest, and the City waives the penalty and interest amount on the 2024 delinquent taxes, pursuant to Section 33.011(j)(1) of the Tax Code, in the amount of \$378.37 for the property with the following legal description:

4 MESQUITE TRAILS #1 LOT 41 (7098.93 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20____.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 25-406, 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

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

AGENDA LANGUAGE:

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

A Resolution that the Taxpayer, HOT SHOT FINAL MILE, has met the requirements of Section 33.011 of the Texas Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(j)(1) of the Tax Code in the amount of \$97.59, for the property with the following legal description:

FURN VEH

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, pursuant to Section 33.011(j)(l) of the Texas Tax Code (“Tax Code”), the governing body of a taxing unit may waive penalties and interest on a delinquent tax of the taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date; and

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, HOT SHOT FINAL MILE (“Taxpayer”) requested a waiver of penalties and interest on February 20, 2025, before the 181st day after the delinquency date, in the amount of \$97.59 for the 2024 delinquent taxes for the property with the following legal description:

FURN VEH

WHEREAS, taxpayer submits evidence sufficient to show that the taxpayer delivered payment for the tax before the delinquency to the United States Postal Service for delivery by mail, but an act or omission of the postal service resulted in the taxpayer's payment being postmarked after the delinquency date.

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

THAT the Taxpayer, HOT SHOT FINAL MILE, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2024 delinquent taxes pursuant to Section 33.011(j)(l) of the Tax Code in the amount of \$97.59, for the property with the following legal description:

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2025

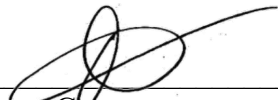
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

 for Maria Pasillas

Maria Pasillas
Tax Assessor and Collector



Legislation Text

File #: 25-391, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Streets and Maintenance, Randy Garcia, (915) 212-7000

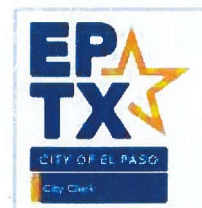
AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

Request that the Director of Purchasing & Strategic Sourcing be authorized to notify RP of EPT, Inc. that the City is terminating Contract No. 2023-0234 on Call Plumbing Services for convenience, pursuant to the Contract Clauses- Section 7A of this contract, due to contract expenditures being met and that the termination shall be effective as of April 1, 2025.

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



DEPARTMENT: Streets and Maintenance
Purchasing & Strategic Sourcing

AGENDA DATE: April 1, 2025

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Randy Garcia, Interim Streets and Maintenance Director
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

PHONE NUMBER: (915)212-7000

PHONE NUMBER: (915)212-0043

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7. Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to notify RP of EPT, Inc. that the City is terminating Contract No. 2023-0234 On Call Plumbing Services for convenience, pursuant to the Contract Clauses- Section 7A of this contract, due to contract expenditures being met and that the termination shall be effective as of April 1, 2025.

BACKGROUND / DISCUSSION:

Contract being terminated for convenience due to total contract expenditures being met.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

NA

PROTEST

NA

PRIOR COUNCIL ACTION:

On December 13, 2022 City Council approved the award of contract 2023-0234 to RP of EPT, Inc. for a three (3) year term for a total amount of \$360,000.00.

AMOUNT AND SOURCE OF FUNDING:

NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

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

DEPARTMENT HEAD:


 Randy Garcia, Streets and Maintenance Interim Director


 Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Termination

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

Please place the following item on the Consent Agenda for the City Council Meeting of April 1, 2025.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

Request that the Director of Purchasing & Strategic Sourcing be authorized to notify RP of EPT, Inc. that the City is terminating Contract No. 2023-0234 on Call Plumbing Services for convenience, pursuant to the Contract Clauses- Section 7A of this contract, due to contract expenditures being met and that the termination shall be effective as of April 1, 2025.

RESOLUTION

WHEREAS, on December 13, 2022 the City of El Paso (City) awarded Contract No. 2023-0234 On Call Plumbing Services (Contract) to the following vendor:

1. RP of EPT, Inc.

WHEREAS, pursuant to the Contract Clauses- Section 7A of this Contract the City is authorized to terminate a contract for convenience; and

WHEREAS, the City desires to terminate the Contract for convenience.

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

That the Director of Purchasing & Strategic Sourcing is authorized to notify RP of EPT, Inc. that the City is terminating Contract No. 2023-0234 On Call Plumbing Services for convenience, pursuant to the Contract Clauses- Section 7A of this contract, due to contract expenditures being met and that the termination shall be effective as of April 1, 2025.

APPROVED this _____ day of _____, 2025.


THE CITY OF EL PASO:

Renard U. Johnson.
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Director of Purchasing &
Strategic Sourcing Department

APPROVED AS TO CONTENT:



Randy Garcia, Interim Director of Streets
and Maintenance Department



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-433, 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 Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

Kenneth Bell to the Fair Housing Task Force, as an alternate member, by Representative Deanna M. Rocha, District 3.



Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	04/01/25
Name of Board	Fair Housing Task Force
Agenda Posting Language	
Re-appointment of Kenneth Bell to the Fair Housing Task Force, as an alternate member, by Representative Deanna Maldonado-Rocha, District 3.	
Appointment Type	Alternate
Member Qualifications	
See resume.	
Nominee Name	Kenneth Bell
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 3
City Employed Relatives	N/A
Board Membership	
Fair Housing Task Force	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Kenneth Bell
Reason for Vacancy	Term Expired
Date of Appointment	04/01/25
Term Begins On	05/01/24
Term Expires On	04/30/27
Term	Second Term

Kenneth Bell

Intuitive and dynamic professional with a bachelor's degree in Media Advertising and Creative Writing and three years of experience in copyediting, copywriting, and communications. Proven expertise in producing compelling and flawless content for a variety of publications and communication vehicles and ensuring adherence to production schedules and writing guidelines. Skilled in maintaining editorial calendars, editing and proofreading copy, modifying content for devices, and updating online content and design to attract visitors. A resourceful professional poised to leverage strong editorial skills to generate flawless copy upon submission and ensure expeditious delivery from writing to publication. Instrumental in building productive relationships to drive future partnerships and spark story and contact leads. Honed technical skills, including proficiency in Adobe Illustrator and Photoshop.

Areas of Expertise

- Copywriting / Writing / Editing
- Content Development & Publication
- Advertising & Marketing Initiatives
- Account Management
- Creativity & Imagination
- Team Building & Leadership
- Social Media Management
- Strong Communication Skills
- Customer Service Orientation

EDUCATION

Double Major in Media Advertising / Creative Writing (May 2019)

The University of Texas at El Paso, El Paso, Texas

MEMBERSHIPS

Alpha Chi Honor Society, El Paso Advertising Federation, Student Advertising Federation

EXPERIENCE HIGHLIGHTS

COPYWRITER, Remote (2019 – Present)

Freelance

Create long and short form content, email copy, and social media posts for small businesses and start-ups. Researched and incorporated high and low competition hashtags for social media copy. Adhered to and helped shape brand voice and messaging. Performed copyediting for documents as needed. **Projects** – Circuit Breaker Labs, Essential Jobs Staffing, Wesley Lawrence for District 4, Iliana Holguin for County Commissioner.

Key Accomplishments:

- Developed brand-specific messaging for small businesses and international startups.
- Created promotional copy for local political organizations in El Paso.

VETERANS EVALUATION SERVICES, Remote (2019 – 2020)

Quality Analyst

Proofread medical documents used to determine disability compensation for veterans. Corrected inaccuracies that would have denied or delayed benefits for disabled service members.

Key Accomplishments:

- Reviewed and edited over 500 disability benefits reports.

EL PASO COUNTY DEMOCRATS COMMUNICATIONS TEAM, El Paso, Texas (2019)

Press Staffer (Volunteer)

Create and edit press releases on behalf of the Press Secretary and Communications Director for public outreach. Maintain the organization's image and presence during current events.

Key Accomplishments:

- Developed time-sensitive press releases for the local political organization.

THE UNIVERSITY OF TEXAS AT EL PASO STUDENT MEDIA AND PUBLICATIONS, El Paso, Texas (2017-2018)

Account Executive / Copywriter

Held concurrent responsibility for selling advertising space to local and national clients for print and online publications. Developed search engine optimization for online content exposure, strategically targeting local, regional, and national audiences. Generated new leads and business development through cold calling, reviewing competitive titles, and market research. As a copywriter, created native advertisements for the online publication.

Key Accomplishments:

Kenneth Bell

Page Two of Two

- Developed brand-specific native advertising copy for online publication and attracted new clients while extending efforts to increase the conversion rate.
- Successfully sold 100% of the native advertisements for online publications and generated new business through implementing innovative sale strategies.
- Expanded the client base and delivered best-in-class client service by communicating in a professional manner, proactively resolving issues, and utilizing advanced account management techniques. **Copywriting Project** - Kiki's Balloon Twisting.

EMMA ACOSTA FOR MAYOR, El Paso, Texas (2017)

Social Media Manager

Created, shared, and managed political content to propel voter engagement and optimize outreach initiatives. Analyzed and reported social media presence, engagement, and effectiveness on all platforms.

Key Accomplishments:

- Improved online engagements and augmented Facebook ranking from 2.7/5 to 3.3/5 through implementing aggressive media outreach campaigns.

THE UNIVERSITY OF TEXAS AT EL PASO STUDENT ADVERTISING FEDERATION, El Paso, Texas (2016 - 2019)

President

Promoted the Federation to local small business community in El Paso while working on various projects with local businesses, student organizations, and non-profit organizations. Turned the club into a pipeline for the El Paso Advertising Federation and built relationships with local ad agencies and networked with professionals. **Projects:** Ladies in Stem Alliance, Society of Automotive Engineers, Insights Science Museum, UTEP Cyber Security Club, UTEP Student Government.

*Additional experience as **Civil Affairs Specialist** and **Ammunition Team Leader** with the United States Army.*



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-434, 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 Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

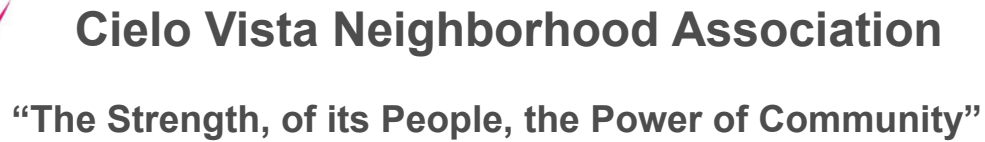
Michael Adjemian to the City Accessibility Advisory Committee by Representative Deanna M. Rocha, District 3.



Board Appointment Form

City Clerk's Office

Appointing Office	Deanna Maldonado-Rocha, District 3
Agenda Placement	Consent
Date of Council Meeting	04/01/25
Name of Board	City Accessibility Advisory Committee
Agenda Posting Language	
Re-appointment of Michael Adjemian to the City Accessibility Advisory Committee by Representative Deanna M. Rocha, District 3.	
Appointment Type	Regular
Member Qualifications	
See resume.	
Nominee Name	Michael Adjemian
Nominee Email Address	██████████@██████████.██████████
Nominee Residential Address	██████████ ███████████ ███████████ ███████████ ███████████ ███████████ ███████████
Nominee Primary Phone Number	+1 (██████████) ███████████-██████████
Residing District	District 3
City Employed Relatives	N/A
Board Membership	
City Accessibility Advisory Committee	
Real estate owned in El Paso County	
N/A	
Previous Appointee	Michael Adjemian
Reason for Vacancy	Term Expired
Date of Appointment	04/01/25
Term Begins On	03/17/25
Term Expires On	03/16/27
Term	Second Term



Member of the El Paso Delegation that won the All-America City Award in 2018 in Denver, Co.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-430, 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 Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Patricia A. Macias to the Ethics Review Commission by Representative Art Fierro, District 6.



Board Appointment Form

City Clerk's Office

Appointing Office	Art Fierro, District 6
Agenda Placement	Consent
Date of Council Meeting	04/01/25
Name of Board	Ethics Review Commission
Agenda Posting Language	
Appointment of Patricia A. Macias to the Ethics Review Commission by Representative Art Fierro, District 6.	
Appointment Type	Regular
Member Qualifications	
J.D. St. Mary's University School of Law, San Antonio, Texas 1989 University of Oregon, Eugene, Oregon. Ph.D. (ABD) 1976 – 1978 Child and Family Therapy M.S. University of Oregon, Eugene, Oregon 1975 Early Childhood Development B.A. University of Texas at El Paso, El Paso, Texas 1973 Psychology and English Please see resume for full list of qualifications.	
Nominee Name	Patricia A. Macias
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 8
City Employed Relatives	No
Board Membership	
No	
Real estate owned in El Paso County	
Previous Appointee	Arnulfo Hernandez, Jr.
Reason for Vacancy	Resigned
Date of Appointment	04/01/25
Term Begins On	02/21/24
Term Expires On	02/20/26
Term	Unexpired Term



Achievements

- Influenced national juvenile court judicial and attorney policy and practice transformation through leading national convenings for state judicial and executive branch leaders.
- Developed and led a judicial engagement division within a major national foundation aimed at providing better outcomes for children and families in the child protection system.
- Chaired a statewide Texas multi-disciplinary reform project to improve educational outcomes for foster children.
- Initiated a unified family court system in domestic violence, high conflict custody, and marriage dissolution areas.
- Developed and implemented collaborative innovative court reform strategies, reducing time children live in foster care and increasing placements in permanent families.
- Created a local firearm surrender project in domestic violence cases, the first in Texas, after a local law enforcement officer was killed answering a domestic violence call.
- Chaired a local anti-violence initiative under a national program (*Do the Write Thing*) for middle-school youth resulting in over 10,000 students over 10 years thinking and writing critically about the issue of violence.
- Designed and taught a self-empowerment curriculum for women in Costa Rica and Peru.
- Founded *Adelante Mujer Hispana El Paso*, the first Latina conference in the Southwest.

Education

J.D.	St. Mary's University School of Law, San Antonio, Texas	1989
	University of Oregon, Eugene, Oregon. Ph.D. (ABD) Child and Family Therapy	1976 – 1978
M.S.	University of Oregon, Eugene, Oregon Early Childhood Development	1975
B.A.	University of Texas at El Paso, El Paso, Texas Psychology and English	1973

Judicial/Legal Experience

- *Managing Director*, Judicial Engagement, Casey Family Programs, Seattle Washington 2013 - 2020
- *Presiding Judge*, 388th Judicial District Court, El Paso, Texas 2001 - 2012
- *Associate Judge*, 65th Judicial District Court, El Paso, Texas 1995 - 2000
- *Associate Attorney*, Rodriguez, Lewis & Collins, El Paso, Texas 1993 - 1995
- *Legal Advisor*, Office of the County Judge, El Paso, Texas 1991 - 1993
- *Law Clerk*, Community Law Center, San Antonio, Texas 1989 - 1990

Other Professional Experience

- *Research Director*, Partnership for Hope, San Antonio, Texas 1990 - 1991
- *Consultant*, Trinity University Tomas Rivera Center, San Antonio, Texas 1990
- *Professional Affiliate*, Georgetown University, Washington, D. C. 1988 - 1989
- *Consultant*, St. Mary's University, San Antonio, Texas 1989 - 1990
- *Legislative Analyst*, New Mexico State Senate, 38th Session, Santa Fe, New Mexico 1988
- *Director*, El Paso Community College Women's Center 1981 - 1985
- *Asst. Director of Admissions*, University of Oregon, Eugene, Oregon 1977 - 1981
- *Counselor*, University of Oregon High School Equivalency Program, Eugene, Oregon 1973 - 1974
- *English Instructor*, University of Texas at El Paso High School Equivalency Program, El Paso, Texas 1972 - 1973

Awards and Honors

- *Golden Nugget Distinguished Alumni*, College of Liberal Arts, University of Texas at El Paso 2022
- *Judicial Leadership Award*, Supreme Court of Texas Children's Commission 2012
- *Outstanding Jurist*, El Paso Bar Association 2010

- *Judge of the Year*, El Paso Mexican American Bar Association 2008
- Texas Trailblazer, El Paso Bar Association 2005
- *Outstanding Public Service Inductee*, El Paso Women's Hall of Fame 2003
- *Public Citizen of the Year*, National Association of Social Workers, El Paso Chapter 2000
- *Distinguished Advocate*, Children's Justice Center of El Paso 1999
- *Judge of the Year*, Texas State Foster Parent Association 1997

Professional Activities

- *President*, National Council of Juvenile and Family Court Judges 2008 – 2009
- *Officer* 2005 – 2008
- *Board of Trustees* 2000 – 2005
- *Chair, Permanency Planning* 2000 – 2001
- *Chair, Ethics* 2002 – 2004
- *Chair, Diversity* 2002 – 2004
- *Model Court Lead Judge* 1996 – 2000
- *Faculty* 1997 – 2012
- *Advisor, National Judicial Institute* 2004 - 2008
- *Commissioner*, Texas Supreme Court Permanent Commission on Children, Youth and Families, 2007 – 2012
- *Chair, Education Committee* 2010 – 2012
- *Executive Committee* 2010 – 2012
- *Strategic Planning* 2009 – 2012
- *Appointee*, Supreme Court Task Force on Foster Care 1999 – 2007

Other (select) Professional Activities and Board Affiliations

- *Board of Trustees*, National CASA 2008 – 2009
- *Board Member*, National Council on Adoptable Children 2007 – 2012
- *Chair*, Do the Write Thing El Paso 2003 – 2012

- *Commissioner*, Pew Commission on Foster Care 2003 – 2005
- *Leadership Council*, Latinas 100 2002 – 2004
- Member, University of Texas at El Paso Alumni Association 2000 – 2015
- *Board Member*, El Paso Bar Association 1996 – 1999
- *Board Member*, United Way of El Paso 1996 – 1999
- *Board Member*, Mexican American Bar Association 1995 – 1996
- *Founding Member*, Advocacy Center for the Children of El Paso 1994 – 1995
- *Board Member*, Hispanic Leadership Institute 1992 – 1994
- *Founder*, Adelante Mujer Hispana El Paso 1982 – 1985

Select Keynotes and Presentations (see resumé for complete listing)

- “Leading a 21st Century Juvenile Court Transformation”,
Family Courts Committee, Conference of Chief Justices,
Asheville, North Carolina 7/29/2019
- “Achieving Transformation”, *21st Century National Judicial
Collaborative*, Orlando, Florida 7/30/2019
- “The Family First Prevention Services Act – What it means for
Courts”, *Connecticut Judicial Conference*, Hartford, Connecticut 6/11/2019
- “Welcome and Keynote”, *National Judicial and Court
Improvement Leaders Convening*. Atlanta, Georgia 2/ 28/2019
- “National Trends and New Opportunities”, New York State
CWCIP Strategic Planning Meeting, New York 10/21/2018
- “Family First Prevention Services Act – What Judges Need to
Know”, *Allegheny County Juvenile Court Judicial Forum*, Pittsburg,
Pennsylvania 12/6/2018
- “Achieving Better Outcomes and Reducing the Number of
Children in Foster Care”, *Arizona Judicial Conference*, Flagstaff,
Arizona 6/10/2017
- “Collaboration and Engagement with Better Results”, *Youth
Justice Summit*, Montpelier, Vermont. 5/20/2016
- “Crossing the Border: How the Unaccompanied Minor Crises
Will Impact Your State Court Role”, *National Council of Juvenile
and Family Court Judges Annual Conference*, Chicago, Illinois. 7/14/2014

- “Engaging the Judiciary”, Children’s Court Summit, Oklahoma City, Oklahoma. 10/20/2013
- “Successful Interagency Collaboration”, *Child Welfare, Education and the Courts: A Collaboration to Strengthen Educational Successes of Children and Youth in Foster Care*, Washington, D. C. 11/10/ 2011
- “System Reform to Improve Educational Outcomes for Children in Care”, *ABA National Conference on Children and the Law*, Arlington, Virginia 7/15/2011
- “Moving Policy Into Practice”, *Safety, Fairness and Stability: Repositioning Juvenile Justice and Child Welfare to Engage Families and Communities*, Center for Juvenile Justice Reform, Georgetown University, Washington, D.C. 5/23/2011
- “Family Law Trends”, *2011 Winter Regional Conference*, Texas Center for the Judiciary, Lost Pines and Dallas, Texas 2/09/2011
- “El Paso Firearm Surrender Project” *Partner to Protect Symposium*, Texas Council on Family Violence, Houston, Texas 12/10/2010
- “The Courts Catalyzing Change Benchcard Study: Design and Data,” *National Association of Counsel for Children, 33rd Annual Child Welfare, Juvenile, and Family Law Conference*, Austin, Texas 10/23/2010
- “Improving Educational Outcomes of Texas Foster Children through Collaboration”, *Texas Association of School Boards/Texas Association Superintendents Association Annual Convention*, Houston, Texas 9/24/2010
- “What Family Court Judges Want You to Know”, *NBI Trial Practice Judicial Forum*, El Paso, Texas 4/23/2010
- “The Texas Judiciary Focuses on Vulnerable Children”, *Zero to Three 24th National Training Institute*, Dallas, Texas 12/05/2009
- “The Judicial Perspective”, *Interventions for Family conflict with Unmarried Parents*, Association of Family and Conciliation Courts Texas Chapter 9th Annual Texas AFCC Statewide Conference, Houston, Texas 10/23/2009
- Welcome and Opening Address, *Third National Judicial Summit on the Protection of Children*, National Center for State Courts, Austin, Texas 10/16/2009

- “Fostering Connections Act – Effective Implementation for Improved Outcomes”, *72nd Annual Conference*, National Council of Juvenile and Family Court Judges, Chicago, Illinois 7/15/2009
- “Judicial Perspective, *Special Education and the Juvenile System*, Texas Bar CLE, Austin, Texas 6/10/2009
- Keynote Address, *BIPP Statewide Annual Conference*, Texas Council on Family Violence, Austin, Texas 4/03/2009
- Welcome and Opening Address, *National Conference on Juvenile Justice*, National Council of Juvenile and Family Court Judges, Orlando, Florida. 3/11/2009
- “Juvenile Justice from the Judicial Perspective”, *Obama Transition Team Meeting*, Office of Juvenile Justice and Delinquency Prevention, Washington, D. C. 12/08/2008
- “The Judge’s signature”, *ABA Town Hall meeting on Juvenile Justice*, Washington, D.C. 11/06/2008
- “Judicial Leadership”, Florida Coastal School of Law, Jacksonville, Florida 10/06/2008

Interests

- *Triathlon and Running Events, Race El Paso Announcer*
- *San Elizario Genealogy and Historical Society member*
- *United States Passage of the Convention on the Rights of the Child*
- *Aspiring storyteller and puppeteer*



Legislation Text

File #: 25-383, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments exceeding the three (3) year limit. (See Attachment B)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

TAX REFUNDS OVER THREE (3) YEARS

April 1, 2025

1. Corelogic Tax Services LLC, in the amount of \$110.00, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. #D444-999-0050-7100)
2. Corelogic Tax Services LLC, in the amount of \$240.51, made an overpayment on February 1, 2021 of 2020 taxes.
(Geo. #F170-999-0020-1500)
3. Corelogic Tax Services LLC, in the amount of \$215.82, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. #L226-000-0060-1200)
4. Corelogic Tax Services LLC, in the amount of \$14.37, made an overpayment on April 05, 2021 of 2020 taxes.
(Geo. #M395-999-0280-0910)
5. Corelogic Tax Services LLC, in the amount of \$22.79, made an overpayment on November 30, 2021 of 2021 taxes.
(Geo. # M793-000-0010-2000)
6. Corelogic Tax Services LLC, in the amount of \$435.42, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. # T287-999-3250-1000)

Laura D. Prine
City Clerk

 for Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector



CITY TAX OFFICE

JAN 28 2025

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

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

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Tax year
- 2021 -

OP
+ 3 yrs

Geo No. D444-999-0050-7100 Prop ID 22621

Legal Description of the Property
5 DESERT HILLS LOT 15 (6000 SQ FT)
4124 HALLMARK CT 79904

OWNER: SALAS REFUGIO & JUANA

2021 OVERAGE AMOUNT \$110.00

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.	Who should the refund be issued to:			
Show information for whomever will be receiving the refund.	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL, TX, 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM	
Step 2. Provide payment information.	Payment made by: Check No. Date Paid Amount Paid			
Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Electronic Fund Transfer RG2112172054 12/20/2021 \$274,189,766.61			
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund.	Please check one of the following:			
Please list any accounts and/or years that you intended to pay with this overage.	<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.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form.	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.)			
Unsigned applications cannot be processed.	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		Tricia Carley 1/22/25	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 1-28-25			

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC, ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on December 20, 2021 in the amount of \$110.00 (One Hundred and Ten and No/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$110.00 (One Hundred and Ten and No/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria Pasillas
Tax Assessor/Collector



132

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

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

TAX OFFICE
RECEIVED

FEB 07 2025

CORELOGIC TAX SERVICES LLC
3001 HACKBERRY ROAD
IRVING, TX 75063

OP ✓
+ 34rs

Geo No. F170-999-0020-1500	Prop ID 235725
Legal Description of the Property 2 FALCON HEIGHTS LOT 15 (4973.00 SQ FT) 10037 PALOMA DR	
OWNER: GROSS DAVID F & LAURA M	
2020 OVERAGE AMOUNT \$240.51 ✓	

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	410633453	02/01/2021	\$3,676.37
	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	
Junc 2/20/25		1-30-25		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: N.H. Date: 2-11-25		

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on February 1, 2021 in the amount of \$240.51 (Two Hundred and Forty and 51/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$240.51 (Two Hundred and Forty and 51/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria Pasillas
Tax Assessor/Collector



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

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

CITY TAX OFFICE

JAN 28 2025

CORELOGIC
PO BOX 9205
COPELL, TX 75019-9214

Geo No. L226-000-0060-1200	Prop ID 23175
Legal Description of the Property 6 LAS LUNAS LOT 12 (6000.00 SQ FT)	
1128 CHRIS FORBES CIR	
OWNER: ROMERO LUIS C	

2021 OVERAGE AMOUNT \$215.82

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: CORELOGIC TAX SERVICES LLC				
	Address: PO BOX 9202				
	City, State, Zip: COPPELL, TX, 75019				
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM		
	Payment made by: Check No. Date Paid Amount Paid				
	Electronic Fund Transfer		RG2112172054	12/20/2021	\$274,189,766.61
	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		
	[Signature]		Tricia Carley 1/22/25		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 1-28-25					

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC, ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on December 20, 2021 in the amount of \$215.82 (Two Hundred and Fifteen and 82/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$215.82 (Two Hundred and Fifteen and 82/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

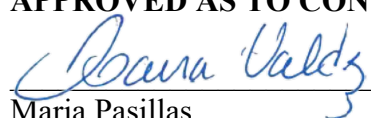
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria Pasillas
Tax Assessor/Collector

Tax year
2020



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

130
TAX OFFICE
RECEIVED

FEB 07 2025

CORELOGIC TAX SERVICE LLC
3001 HACKBERRY ROAD
IRVING, TX 75063

Geo No. M395-999-0280-0910	Prop ID 651026
Legal Description of the Property BLK 28 MESQUITE HILLS #7 LOT 91 7212 COPPER TRAIL AVE 79934	
OWNER: NAVA JAMAL	
2020 OVERAGE AMOUNT \$14.37	

OP
+ 3yrs

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	410687102	04/05/2021	\$86.06
	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
		[Signature]		Tricia Carley 1-30-25
TAX OFFICE USE ONLY:		<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: N.H. Date: 2-11-25

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on April 5, 2021, in the amount of \$14.37 (Fourteen and 37/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of \$14.37 (Fourteen and 37/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.

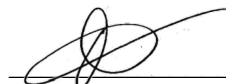
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



for Maria Pasillas
Maria Pasillas
Tax Assessor/Collector



**TAX OFFICE
RECEIVED**

FEB 07 2025

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

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

**NATIONSTAR MORTGAGE LLC DBA MR
COOPER
3001 HACKBERRY RD
IRVING, TX 75063**

Geo No. M793-000-0010-2000	Prop ID 680549
Legal Description of the Property BLK 1 MORNINGSIDE AT MISSION RIDGE #1 LOT 20	
1016 GAITAN ST 79928	
OWNER: SMITH ROBERT V	
2021 OVERAGE AMOUNT \$22.79	

OP ✓
+ 3 yrs

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 15: EMERG. SERVICES DIST #1, 53: PASEO DEL ESTE MUD#9

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: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	53108379	11/30/2021	\$2,547.46
	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.			
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	[Signature]		Tinaa Carley 1-30-25	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 2-11-25				

June 21 2015

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC through Nationstar Mortgage LLC DBA Mr Cooper ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 30, 2021 in the amount of \$22.79 (Twenty-Two and 79/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$22.79 (Twenty-Two and 79/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria Pasillas
Tax Assessor/Collector

for Maria Pasillas



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

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

CITY TAX OFFICE

JAN 28 2025

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Geo No. T287-999-3250-1000 Prop ID 637356

Legal Description of the Property
BLK 325 TIERRA DEL ESTE #67 LOT 10

14609 SPANISH POINT DR 79938

OWNER: LESCARBEAU JACK P

2021 OVERAGE AMOUNT \$435.42

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD

+ 3 yrs

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: CORELOGIC TAX SERVICES LLC				
	Address: PO BOX 9202				
	City, State, Zip: COPPELL, TX, 75019				
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: KIRAM@CORELOGIC.COM		
	Payment made by: Check No. Date Paid Amount Paid				
	Electronic Fund Transfer		RG2112172054	12/20/2021	\$274,189,766.61
	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		
	Jue 2/5/25 [Signature]		Tricia Carley 1/22/25		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 1-28-25					

RESOLUTION

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Corelogic Tax Services LLC, ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on December 20, 2021 in the amount of \$435.42 (Four Hundred and Thirty-Five and 42/100 Dollars) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Corelogic Tax Services LLC, showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of \$435.42 (Four Hundred and Thirty-Five and 42/100 Dollars) is approved.

APPROVED this _____ day of _____, 2025.

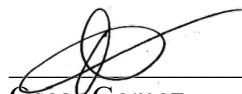
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria Pasillas
Tax Assessor/Collector

ATTACHMENT B
TAX REFUNDS OVER THREE (3) YEARS
April 1, 2025

1. Corelogic Tax Services LLC, in the amount of \$110.00, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. #D444-999-0050-7100)
2. Corelogic Tax Services LLC, in the amount of \$240.51, made an overpayment on February 1, 2021 of 2020 taxes.
(Geo. #F170-999-0020-1500)
3. Corelogic Tax Services LLC, in the amount of \$215.82, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. #L226-000-0060-1200)
4. Corelogic Tax Services LLC, in the amount of \$14.37, made an overpayment on April 05, 2021 of 2020 taxes.
(Geo. #M395-999-0280-0910)
5. Corelogic Tax Services LLC, in the amount of \$22.79, made an overpayment on November 30, 2021 of 2021 taxes.
(Geo. # M793-000-0010-2000)
6. Corelogic Tax Services LLC, in the amount of \$435.42, made an overpayment on December 20, 2021 of 2021 taxes.
(Geo. # T287-999-3250-1000)

Laura D. Prine
City Clerk

 for Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-384, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

TAX REFUNDS OVER \$2,500

April 1, 2025


1. Delores Sodosky, in the amount of \$5,690.79 made an overpayment on January 4, 2025 of 2024 taxes.
(Geo. #C231-999-0180-3500)
2. GECU, in the amount of \$2,926.40 made an overpayment on December 28, 2023 of 2023 taxes.
(Geo. #C518-999-0090-6100)
3. GECU, in the amount of \$3,120.23 made an overpayment on December 27, 2024 of 2024 taxes.
(Geo. #C518-999-0090-6100)
4. Raul Marquez, in the amount of \$2,965.52 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #D346-999-0040-4900)
5. Jessica Olivo, in the amount of \$3,529.48 made an overpayment on February 24, 2025 of 2024 taxes.
(Geo. #F124-000-0070-0900)
6. Raul Marquez, in the amount of \$4,039.10 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #H012-999-0400-2500)
7. Raul Chavez Jr., in the amount of \$5,240.37 made an overpayment on January 30, 2025 of 2024 taxes.
(Geo. #L032-000-0060-0200)
8. Corelogic, in the amount of \$3,057.47 made an overpayment on December 18, 2024 of 2024 taxes.
(Geo. #M403-999-0240-2400)
9. Catalina Deras, in the amount of \$5,299.96 made an overpayment on January 21, 2025 of 2024 taxes.
(Geo. #M794-999-0050-0900)
10. Armando Arellano, in the amount of \$2,783.86 made an overpayment on January 31, 2025 of 2019 taxes.
(Geo. #P481-999-0090-0300)
11. Armando Arellano, in the amount of \$2,783.86 made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. #P481-999-0090-0300)
12. Teresa del Real, in the amount of \$5,959.40 made an overpayment on February 3, 2025 of 2024 taxes.
(Geo. #S052-999-0100-0900)
13. Limon Maria D S, in the amount of \$3,108.09 made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. #S162-999-0170-5300)

TAX REFUNDS OVER \$2,500

April 1, 2025

14. Fatime Mullalli, in the amount of \$3,000.00 made an overpayment on December 16, 2024 of 2024 taxes.
(Geo. #T287-999-4930-2100)
15. Raul Marquez, in the amount of \$5,327.87 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V099-000-0230-0700)
16. Raul Marquez, in the amount of \$3,712.58 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. # V893-999-0660-0100)
17. Raul Marquez, in the amount of \$4,625.49 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. # V893-999-2880-1100)
18. Xavier Gomez, in the amount of \$4,500.00 made an overpayment on January 30, 2025 of 2024 taxes.
(Geo. # W180-004-0032-0015)

Laura D. Prine
City Clerk

 for Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector

Credit Card



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

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

CITY TAX OFFICE

MAR 11 2025

DELORES SODOSKY
4305 LOMA ALEGRE DR
EL PASO, TX 79934

Geo No. C231-999-0180-3500	Prop ID 24314
Legal Description of the Property 18 CASTNER HEIGHTS #4 LOT 18 4605 MAUREEN CIR 79924	
OWNER: RIVERA DELORES	

OP ✓
+2500

2024 OVERAGE AMOUNT \$5,690.79 ✓

1: CITY OF EL PASO, 3: EL PASO 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: DELORES SODOSKY			
	Address: 4305 LOMA ALEGRE DR			
	City, State, Zip: EL PASO, TX 79934			
	Daytime Phone No.: (915) 494-7746		E-Mail Address: DSODOSKY@COM	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card Payment ✓	CC006552143	01/04/2025	\$5,690.79
	TOTAL AMOUNT PAID (sum of the above amounts)			\$5690.79
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.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) DeLores Sodosky		PRINTED NAME & DATE DELORES SODOSKY 3/8/25 ✓	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: N.H	Date: 3-11-25 ✓



CITY TAX OFFICE

MAR 13 2025

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

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

GECU
REAL ESTATE DEPARTMENT
P.O. BOX 20998
EL PASO, TX 79998--099

Geo No. C518-999-0090-6100 Prop ID 350789

Legal Description of the Property
9 CIELO VISTA PARK LOT 31 (7156 SQ FT)
1416 ELMHURST DR 79925

OWNER: BERRY MELISSA J

2023 OVERAGE AMOUNT \$2,926.40

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: GECU

Address: PO Box 981529

City, State, Zip: El Paso, TX 79998

Daytime Phone No.: 915-778-9221 x4082

E-Mail Address: brenda.arguelles@gecu.com

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

Check Payment

1257865

12/28/2023

\$50,723,967.45

TOTAL AMOUNT PAID (sum of the above amounts) \$50,723,967.45

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

☒ I paid this account in error and I am entitled to the refund.

☐ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Brenda Arguelles

Brenda Arguelles 3/13/25

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

3-13-25

MAR 13 2025



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

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

GECU
REAL ESTATE DEPARTMENT
P.O. BOX 20998
EL PASO, TX 79998-099

Geo No. C518-999-0090-6100	Prop ID 350789
Legal Description of the Property 9 CIELO VISTA PARK LOT 31 (7156 SQ FT) 1416 ELMHURST DR 79925	
OWNER: BERRY MELISSA J	

2024 OVERAGE AMOUNT \$3,120.23

1: CITY OF EL PASO, 3: EL PASO 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>GECU</u>				
	Address: <u>PO BOX 981529</u>				
	City, State, Zip: <u>EL PASO, TX 79998</u>				
	Daytime Phone No.: <u>915 778-9221 X 6082</u>		E-Mail Address: <u>brenda.arguelles@gecu.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	Check Payment		1279229	12/27/2024	\$51,302,346.41
	TOTAL AMOUNT PAID (sum of the above amounts) <u>\$51,302,346.41</u>				
	Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.				
Step 4. Sign the form. Unsigned applications cannot be processed.	Please check one of the following:				
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.				
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.				
	<input type="checkbox"/> I want this payment applied to next year's taxes.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
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>Brenda Arguelles</u>			<u>Brenda Arguelles 3/13/25</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H</u> Date: <u>3-13-25</u>					



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

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

CITY TAX OFFICE

MAR 07 2025

RAUL MARQUEZ
1376 LOMA VERDE DR
EL PASO, TX 79936

Geo No. D346-999-0040-4900	Prop ID 11650
Legal Description of the Property 4 DEL MESA LOT 40 (5885 SQ FT) 1104 SAINT JOHNS DR	
OWNER: MARQUEZ JOSE R & MARGARITA	
2023 OVERAGE AMOUNT \$2,965.52	

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Raul Marquez</u>				
	Address: <u>1376 Loma Verde Dr</u>				
	City, State, Zip: <u>El Paso, TX 79936</u>				
	Daytime Phone No.: <u>915-253-9997</u>		E-Mail Address: <u>raul@dsgraphics.com</u>		
Step 2. Provide payment information. <u>Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.</u>	Payment made by:		Check No.	Date Paid	Amount Paid
	Electronic Check		CC005986430	01/31/2024	\$2,965.52
	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.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
<u>Jmc 3/11/25</u>		<u>Raul Marquez 3-5-25</u>			

TAX OFFICE USE ONLY:



Approved



Denied

By:

N.H

Date:

3-7-25

**CITY TAX OFFICE****MAR 1 1 2025**

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

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

Geo No. F124-000-0070-0900	Prop ID 138678
Legal Description of the Property 7 FABENS HIGHWAY 9 TO 11 (9042.81 SQ FT) 718 SE JOHNSON ST 79838	
OWNER: OLIVO ARTURO JR	

2024 OVERAGE AMOUNT \$3,529.48

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 11: FABENS ISD, 27: EMERG. SERVICES
DIST. #2, 44: EL PASO CNTY WTR CNTL IMP#4

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>Jessica Olivo</u>			
	Address: <u>PO Box 2074</u>			
	City, State, Zip: <u>Fabens TX 79838</u>			
	Daytime Phone No. <u>(915) 4334050</u>		E-Mail Address: <u>jessica-olivo21@yahoo.com</u>	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card Payment	CC006942267	02/24/2025	\$3,529.48
	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.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>Jessica Olivo</u>		<u>Jessica Olivo 3/11/25</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By CITY TAX OFFICE Date: <u>NH 3-12-25</u>				

MAR 1 1 2025



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

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

CITY TAX OFFICE

MAR 07 2025

RAUL MARQUEZ
1376 LOMA VERDE DR
EL PASO, TX 79936

Geo No. H012-999-0400-2500	Prop ID 373582
Legal Description of the Property 40 HACIENDA HEIGHTS #5 LOT 13 (6670 SQ FT) 7602 MATAMOROS DR 79915 OWNER: MARQUEZ RAUL	

2023 OVERAGE AMOUNT \$4,039.10

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>RAUL MARQUEZ</u>			
	Address: <u>1376 LOMA VERDE</u>			
	City, State, Zip: <u>EL PASO, TX 79936</u>			
Step 2. Provide payment information. <u>Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.</u>	Daytime Phone No. <u>915-253-9997</u>		E-Mail Address: <u>raul@dsgraphics.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC005986431	01/31/2024	\$4,039.10
	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 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.	<input type="checkbox"/> 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>Raul Marquez</u>		<u>Raul Marquez 3-25</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>3-7-25</u>				



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

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

CITY TAX OFFICE

MAR 13 2025

CHAVEZ RAUL JR & PRISCILLA
941 GERONNE DR
EL PASO, TX 79907-3421

OP
+2500 ✓

Geo No. L032-000-0060-0200	Prop ID 330066
Legal Description of the Property 6 LA JOLLA LOT 2 (20011.94 SQ FT) 10548 SANTA PAULA DR 79927 OWNER: CHAVEZ RAUL JR & PRISCILLA	
2024 OVERAGE AMOUNT \$5,240.37 ✓	

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:	
Name:	Raul Chavez Jr
Address:	10548 Santa Paula Dr
City, State, Zip:	El Paso TX 79927
Daytime Phone No.:	915-600-0754
E-Mail Address:	raulschavez@yahoo

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Check Payment	3936	01/30/2025	\$5,240.37
TOTAL AMOUNT PAID (sum of the above amounts)			

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:	
<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.
<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.
<input type="checkbox"/>	I want this payment applied to next year's taxes.
<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Raul Chavez Jr, 03-11-2025

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

3-13-25



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

33
TAX OFFICE
RECEIVED

MAR 03 2025

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Geo No. M403-999-0240-2400	Prop ID 610175
Legal Description of the Property BLK 24 MESQUITE TRAILS #5 REPLAT A LOT 24 (5359.00 SQ FT) 12585 BROAD AUTUMN CT 79928 OWNER: BOUNKET DEREK L	

2024 OVERAGE AMOUNT \$3,057.47

1: CITY OF EL PASO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER, 9: SOCORRO ISD

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: CORELOGIC TAX SERVICES LLC			
	Address: PO BOX 9202			
	City, State, Zip: COPPELL TEXAS 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
	Payment made by: Check No. Date Paid Amount Paid			
	Electronic Fund Transfer	RG2412171564	12/18/2024	\$356,537,844.86
	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) Abhishek		PRINTED NAME & DATE 03/03/2025	
	TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 3-5-25			



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

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

CITY TAX OFFICE

MAR 03 2025

CATALINA DERAS
10245 RIDGEWOOD
EL PASO, TX 79925

OP
+2500 ✓

Geo No. M794-999-0050-0900	Prop ID 27374
Legal Description of the Property 5 MORNINGSIDE HEIGHTS 4 & 5 & E 10 FT OF 6 (7196.11 SQ FT) 3517 MC KINLEY AVE 79930	
OWNER: HERNANDEZ JAVIER	

2024 OVERAGE AMOUNT \$5,299.96 ✓

1: CITY OF EL PASO, 3: EL PASO 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: Catalina Deras ✓			
	Address: 10245 Ridgewood Dr. ✓			
	City, State, Zip: EL PASO, TX 79925			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915 726-9103		E-Mail Address: wfgcathy2@gmail	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006675361	01/21/2025	\$5,299.96
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. ✓			
	<input 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	
	Catalina Deras		Catalina Deras ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NIK Date: 3-5-25				



FEB 24 2025

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

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

Geo No. P481-999-0090-0300	Prop ID 238718
Legal Description of the Property 9 PARKWOOD LOT 2 7012.50 SQ FT 10425 MEDWOOD DR	
OWNER: ARELLANO ARMANDO	

ARMANDO ARELLANO
4024 LAS VEGAS DR
EL PASO, TX 79902

OP
+2500

2019 OVERAGE AMOUNT \$2,783.86 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: Armando Arellano				
	Address: 4024 Las Vegas Dr				
	City, State, Zip: El Paso TX 79902				
Daytime Phone No.: 915 974 0881		E-Mail Address: armando@indpad.com			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:		Check No.	Date Paid	Amount Paid
	Credit Card Payment		CC006870328	01/31/2025	\$2,783.86
	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.				
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):					
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
 Received ROR JMC 3-11-25		Armando Arellano 2/17/2025			
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NLS Date: 3-10-25					



CITY TAX OFFICE

FEB 24 2025

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

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

Geo No. P481-999-0090-0300	Prop ID 238718
Legal Description of the Property 9 PARKWOOD LOT 2 7012.50 SQ FT 10425 MEDWOOD DR 79935	
OWNER: ARELLANO ARMANDO	

ARMANDO ARELLANO
4024 LAS VEGAS DR
EL PASO, TX 79902

2024 OVERAGE AMOUNT \$2,783.86

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: Armando Arellano Address: 4024 Las Vegas Dr. City, State, Zip: El Paso TX 79902 Daytime Phone No.: 915 974 0881 E-Mail Address: armando@indpad.com			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: Credit Card Payment Check No. CC006870290 Date Paid 01/31/2025 Amount Paid \$2,783.86			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts) Please check one of the following: <input type="checkbox"/> I paid this account in error and I am entitled to the refund. <input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. <input type="checkbox"/> I want this payment applied to next year's taxes. <input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
CITY TAX OFFICE MAR 07 2025 Received BP	SIGNATURE OF REQUESTOR (REQUIRED) 		PRINTED NAME & DATE Armando Arellano 2/17/2025	
TAX OFFICE USE ONLY:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Denied	By: N.H.	Date: 3-10-25

OP
+2500 ✓

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

MAR 13 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To:		Phone:		Property ID# (One application per account)	
Teresa del Real ✓		HOME: 9157277783 WORK:		32406	
Address (mail refund to:)		Property Address:			
10901 Dave Marr CT El Paso TX 79935 ✓		And/or Legal Description: 248 N SEVILLE DR /10 SAMBRANO 4 TO 7 (12000 SQ FT)			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:	
1. 2024	02/03/2025		5959.40	5959.40 ✓	
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

I scheduled the electronic payment to be made on 01/31/2025.

On 02/03/2025, around 8 AM, I checked and realized that the payment had not been processed.

Because of this, I scheduled another payment. That same day, both payments were deducted.

I called to request a refund, and they told me they would send me a letter stating that they would reimburse the duplicate payment.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: Teresa del Real Date: 03/12/2025
Printed name: Teresa del Real Title: Owner ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both, (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

☒ REFUND APPROVED

Tax Office Approval:

N.N.
JMC 3/13/25

Date:

3-13-25

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other: _____

MAR 11 2025

THE CITY OF EL PASO
CONSOLIDATED TAX OFFICE
221 N. Kansas, Suite 300
El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: LIMON MARIA D S		Phone: HOME: 512-638-1525 WORK:	Property ID# (One application per account) 292670	
Address (mail refund to): 5421 SWEETWATER DR ELP TX 79924		Property Address: And/or Legal Description:		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2024	1/31/2025		\$3108.09	\$3,108.09
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)				

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check. OR
bank statement showing item cleared (both the bank & taxpayer must appear)

REASON FOR OVERPAYMENT:

Please refund overpayment to the above mailing address

Payment system incorrectly
indicated that payment had not been processed so
I went downtown to make sure payment was
made

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Date:

3/11/2025

3/11/25 mly

Maria del Socorro Limon

Printed name:

Title:

Property Owner

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.

(2) Imprisonment up to one year, or fine not over \$2,000, or both (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

() REFUND APPROVED

Tax Office Approval:

NH

Date:

3-11-25

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

TAX OFFICE
RECEIVED

MAR 03 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Fatime Mullalli ✓	Phone: HOME: (915) 300 5963 WORK: T287-999-4930-2100	Property ID# (One application per account) 672285		
Address (mail refund to :) A CO 264th MED BN3391 WIN FIELD SC ✓	Property Address: And/or Legal Description: 14216 Charles Pollock Ave, El Paso, TX 79938			
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2024	12-18-2024		3,000.00	3,000.00
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)			3,000.00	3,000.00 ✓

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

I made a payment on the same day that CORELOGIC processed a payment
towards the taxes, which resulted in an overpayment.

"I certify that information given to obtain this refund is true and correct."

Requestor signature: [Signature] Date: 03-02-2025 ✓
Fatime Mullalli
Printed name: _____ Title: _____

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry: (✓) REFUND APPROVED

Tax Office Approval: N.H. Date: 3-5-25 ✓
Yue 31065 Date: _____
(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
() Record of overpayment not found on this property.
() Property not found as identified, resubmit after correction.
() Other: _____



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

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

CITY TAX OFFICE

MAR 07 2025

RAUL MARQUEZ
1376 LOMA VERDE DR
EL PASO, TX 79936

OP ✓
+2500

Geo No. V099-000-0230-0700 Prop ID 365753

Legal Description of the Property

23 VALLE DEL SOL #4 LOT 7 (4580.00 SQ FT)

420 VALLE KOKI DR

OWNER: MARQUEZ RAUL

2023 OVERAGE AMOUNT \$5,327.87 ✓

4: CITY OF SOCORRO, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 9: SOCORRO ISD, 25: LWR VALLEY WTR DISTRICT, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Raul Marquez</u>				
	Address: <u>1376 Loma Verde Dr</u>				
	City, State, Zip: <u>El Paso, TX 79936</u>				
	Daytime Phone No.: <u>915-253-9997</u>		E-Mail Address: <u>raul@dsgraphics.com</u>		
Step 2. Provide payment information. <u>Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.</u>	Payment made by:		Check No.	Date Paid	Amount Paid
	Electronic Check		CC005986432	01/31/2024	\$5,327.87 ✓
	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.				
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)				
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE		
	<u>[Signature]</u>		<u>Raul Marquez 3-5-25</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>3-7-25</u>					

**CITY TAX OFFICE****MAR 07 2025**

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

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

RAUL MARQUEZ
1376 LOMA VERDE DR
EL PASO, TX 79936

Geo No. V893-999-0660-0100 **Prop ID** 247365

Legal Description of the Property
66 VISTA DEL SOL #13 LOT 1 (10763 SQ FT)

1952 OCTUBRE DR

OWNER: MARQUEZ RAUL

2023 OVERAGE AMOUNT \$3,712.58

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:				
	Name: <u>Raul Marquez</u>				
	Address: <u>1376 Loma Verde</u>				
	City, State, Zip: <u>EL PASO, TX 79936</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>915-253-9997</u>		E-Mail Address: <u>raul@dsignaphics.com</u>		
	Payment made by:		Check No.	Date Paid	
	Electronic Check		CC005986433	01/31/2024	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)				
	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.				
Step 4. Sign the form. Unsigned applications cannot be processed.	I want this payment applied to next year's taxes.				
	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.		By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE			
<u>Raul Marquez</u>		<u>Raul Marquez</u>		<u>3-5-25</u>	

TAX OFFICE USE ONLY:



Approved



Denied

By:

N.H.

Date:

3-7-25

304

OP
+2500 ✓

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

CITY TAX OFFICE

MAR 07 2025

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Raul Marquez ✓		Phone: HOME: 915-253-9997 WORK: 915-253-9997		Property ID# (One application per account) 94034 ACT = 08939992880110	
Address (mail refund to :) 1376 Loma Verde El Paso, Tx 79936 ✓		Property Address: And/or Legal Description: 1648 GENE TORRES DR 288 VISTA DEL SOL #58 LOT 11 (6723 SQ FT)			
Tax year requested:	Date payment made:	Check No. & Date, if known:		Amount of taxes paid:	Amount of refund requested:
1. 2023	1-31-2024	ACH	1-31-24	4,625.49	4,625.49 ✓
2.					
3.					
TOTAL AMOUNT (sum of the above amounts)					

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT:

Duplicate

"I certify that information given to obtain this refund is true and correct."

Requestor signature: 

Date: 3-5-25

Printed name: Raul Marquez


Title: Owner ✓

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.
(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after
the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

(✓) REFUND APPROVED ✓

Tax Office Approval:

 3/11/25

Date: 3-7-25

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
() Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
() Record of overpayment not found on this property.
() Property not found as identified, resubmit after correction.
() Other:

CREDIT CARD

TAX OFFICE
RECEIVED

MAR 06 2025

OP
+2500

THE CITY OF EL PASO CONSOLIDATED TAX OFFICE

221 N. Kansas, Suite 300

El Paso, Texas 79901

Phone (915) 212-0106, Fax (915) 212-0108, Email: taxforms@elpasotexas.gov

APPLICATION FOR TAX REFUND

The Consolidated Tax Office collects property taxes for all eligible property taxing entities within El Paso County.

APPLICANT MUST PROVIDE THE FOLLOWING INFORMATION:

Refund To: Xavier Gomez		Phone: HOME: (915) 478-2121 WORK: (915) 694-2187	Property ID# (One application per account) 133169 W180-004-0032-0015	
Address (mail refund to): 7340 Phil Hansen Canutillo, TX 79835		Property Address: 913 Westway Blvd Canutillo, TX 79835 And/or Legal Description:		
Tax year requested:	Date payment made:	Check No. & Date, if known:	Amount of taxes paid:	Amount of refund requested:
1. 2025	1/30/2025	181766 1/30/2025	\$4,500.-	\$4,500.-
2.				
3.				
TOTAL AMOUNT (sum of the above amounts)			\$4,500.00	

(City Council approval required if over \$2,500)

REQUIRED: Copy of original receipt, front & back of negotiated check, OR
bank statement showing item cleared (both the bank & taxpayer name must appear)

REASON FOR OVERPAYMENT: **By mistake I paid the taxes for property 133169 and Prime Exchng LLC had already paid them.**

"I certify that information given to obtain this refund is true and correct."

Requestor signature:

Xavier Gomez

Printed name:

Date: **2/24/2025**

Title: **Owner**

Any person knowingly submitting false entries is subject to: (1) Imprisonment of 2 to 10 years, or \$5,000 fine, or both.

(2) Imprisonment up to one year, or fine not over \$2,000, or both. (Sec 37.10 Penal Code) An application for a refund must be made within 3 years after the date of the payment or the taxpayer waives the right to the refund (Sec 31.11 (c)).

TAX OFFICE Entry:

☒ REFUND APPROVED

Tax Office Approval:

N.H.
Jmc 3-13-25

Date: **3-13-25**

Date:

(Placed on City Council Agenda over \$2,500)

- () DISAPPROVED () Returned to sender () See below/attached
- () Required documentation (Tax receipt, Canceled Check, Bank Statement, or Other) not submitted.
- () Record of overpayment not found on this property.
- () Property not found as identified, resubmit after correction.
- () Other:

ATTACHMENT C
TAX REFUNDS OVER \$2,500
April 1, 2025


1. Delores Sodosky, in the amount of \$5,690.79 made an overpayment on January 4, 2025 of 2024 taxes.
(Geo. #C231-999-0180-3500)
2. GECU, in the amount of \$2,926.40 made an overpayment on December 28, 2023 of 2023 taxes.
(Geo. #C518-999-0090-6100)
3. GECU, in the amount of \$3,120.23 made an overpayment on December 27, 2024 of 2024 taxes.
(Geo. #C518-999-0090-6100)
4. Raul Marquez, in the amount of \$2,965.52 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #D346-999-0040-4900)
5. Jessica Olivo, in the amount of \$3,529.48 made an overpayment on February 24, 2025 of 2024 taxes.
(Geo. #F124-000-0070-0900)
6. Raul Marquez, in the amount of \$4,039.10 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #H012-999-0400-2500)
7. Raul Chavez Jr., in the amount of \$5,240.37 made an overpayment on January 30, 2025 of 2024 taxes.
(Geo. #L032-000-0060-0200)
8. Corelogic, in the amount of \$3,057.47 made an overpayment on December 18, 2024 of 2024 taxes.
(Geo. #M403-999-0240-2400)
9. Catalina Deras, in the amount of \$5,299.96 made an overpayment on January 21, 2025 of 2024 taxes.
(Geo. #M794-999-0050-0900)
10. Armando Arellano, in the amount of \$2,783.86 made an overpayment on January 31, 2025 of 2019 taxes.
(Geo. #P481-999-0090-0300)
11. Armando Arellano, in the amount of \$2,783.86 made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. #P481-999-0090-0300)
12. Teresa del Real, in the amount of \$5,959.40 made an overpayment on February 3, 2025 of 2024 taxes.
(Geo. #S052-999-0100-0900)
13. Limon Maria D S, in the amount of \$3,108.09 made an overpayment on January 31, 2025 of 2024 taxes.
(Geo. #S162-999-0170-5300)

TAX REFUNDS OVER \$2,500

April 1, 2025

14. Fatime Mullalli, in the amount of \$3,000.00 made an overpayment on December 16, 2024 of 2024 taxes.
(Geo. #T287-999-4930-2100)
15. Raul Marquez, in the amount of \$5,327.87 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. #V099-000-0230-0700)
16. Raul Marquez, in the amount of \$3,712.58 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. # V893-999-0660-0100)
17. Raul Marquez, in the amount of \$4,625.49 made an overpayment on January 31, 2024 of 2023 taxes.
(Geo. # V893-999-2880-1100)
18. Xavier Gomez, in the amount of \$4,500.00 made an overpayment on January 30, 2025 of 2024 taxes.
(Geo. # W180-004-0032-0015)

Laura D. Prine
City Clerk

 for Maria Pasillas
Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-432, 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

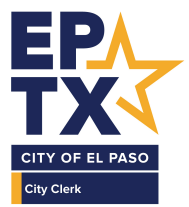
Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000 for the purchase of a Silver Sponsor package for the Texas Spanish Spelling Bee 2025. The sponsorship packages assist in supporting key event needs to include venue rental, meals for attendees, trophies for the top three spellers, diplomas/certificates and medals for participants.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

WHEREAS, the Representative of District 6 desires to use discretionary funds for the purpose of supporting the development of tourism, as well as enhancing quality of life through recreational, cultural, and educational programming.

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

THAT City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000 for the purchase of a Silver Sponsor package for the Texas Spanish Spelling Bee 2025. The sponsorship packages assist in supporting key event needs to include venue rental, meals for attendees, trophies for the top three spellers, diplomas/certificates and medals for participants.

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2025.

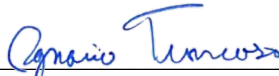
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Ignacio Troncoso
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-431, 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

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Discussion and action to authorize the amendment of the Resolution that was approved by City Council on January 22, 2025 to use Discretionary funds, to include the cost of commute in Austin.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: 04/01/2025

CONTACT PERSON NAME AND PHONE NUMBER: Representative Cynthia Trejo ~ 915.212.0004

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL

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

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to authorize the amendment of the resolution that was approved by City Council to use Discretionary funds, to include the cost of commute in Austin.

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

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

Yes, the City Council has approved in the past funding efforts to attend and participate in this specific event on February 4, 2025.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

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

RESOLUTION

WHEREAS, El Paso Days was an event in Austin, hosted by the El Paso Chamber of Commerce on February 18th and 19th of 2025, in which local government officials and local business owners met with Texas state lawmakers during the legislative session to discuss local needs; and

WHEREAS, on January 22, 2025, City Council of the City of El Paso approved a resolution providing an allocation of \$4,921.41 from District 4's discretionary funds to fund the attendance and participation of District 4 employees to the event; and

WHEREAS, the original estimated cost of event attendance did not include the necessary transportation costs to commute while in Austin for the event which totaled \$118.19; and

WHEREAS, District 4 has requested that City Council approve the additional amount of Discretionary funds required to cover the full cost of attendance to the event having previously found that the expenditure of District 4 discretionary funds serves a municipal purpose.

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

That the City Council declares that the previously approved expenditure of District 4 discretionary funds be revised to an amount not to exceed \$5,039.60 which will pay for the full cost of attendance and participation of District 4 employees at the El Paso Days event; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements, amendments to such agreements and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____ day of _____ 2025.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla,
Assistant City Attorney



Legislation Text

File #: 25-435, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager and City Attorney to prepare a resolution or ordinance, as appropriate, to establish the Bond Overview Advisory Committee (BOAC) as a permanent standing committee, expanding its purview to include oversight functions related to City of El Paso bond-funded projects.



Legislation Text

File #: 25-413, 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, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the positions identified below:

1. Mathew McElroy, Position 6, term expires February 1, 2027
2. Lina Ortega, Position 2, term expires February 1, 2027
3. Robert Palacios, Position 4, term expires February 1, 2027
4. Monica Perez, Position 1, term expires February 1, 2026



Legislation Text

File #: 25-388, 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 the Comptroller, Margarita Marin Lopez, (915) 212-1174

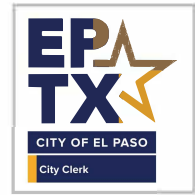
City Manager's Office, Robert Cortinas, (915) 212-1067

AGENDA LANGUAGE:

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

Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2024.

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



DEPARTMENT: Office of the Comptroller

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Margarita Marin Lopez

PHONE NUMBER: 915-212-1174

2nd CONTACT PERSON NAME: Robert Cortinas

PHONE NUMBER: 915-212-1067

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

Subgoal 6.6: Ensure continued financial stability and accountability through sound financial management, budgeting and reporting

SUBJECT:

Presentation and discussion on a report by Forvis Mazars, LLP on the financial and grants audit of the City of El Paso ("City"). The report to the City Council will include the audit opinion regarding the City financial statements and a brief overview of the financial results for the City for the fiscal year ended August 31, 2024.

BACKGROUND / DISCUSSION:

Forvis Mazars, LLP, is an independent accounting firm of Certified Public Accountants contracted by City Council to audit the financial statements and grants of the City. Included in the services provided by Forvis Mazars, LLP is an opinion on the financial statements and supplementary information included in the Annual Comprehensive Financial Report (ACFR), and Single Audit on state and federal grants (SEFA), and four Agreed Upon Procedures Reports.

The ACFR and SEFA reports are prepared by the Office of the Comptroller. Forvis Mazars, LLP is engaged to provide annual audits starting on August 1, 2024 through July 30, 2029

COMMUNITY AND STAKEHOLDER OUTREACH:

None

PRIOR COUNCIL ACTION:

Existing Contract 2024-0412R Professional Auditing Services awarded July 30, 2024.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-416, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

AGENDA LANGUAGE:

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

An Ordinance approving an amendment to the Contract of Sale between the City of El Paso and VENU (dba Notes Live Inc.), a Colorado Corporation, amending the acreage of the property located at the Northeast Corner of Cohen Avenue and U.S. Highway 54, El Paso, TX 79924, legally described as a Portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas; and clarifying provisions pertaining to the parking agreement, title, and closing.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:


PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: 

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONTRACT OF SALE BETWEEN THE CITY OF EL PASO AND WITH NOTES LIVE INC, A COLORADO CORPORATION, AMENDING THE ACREAGE OF THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF COHEN AVENUE AND U.S. HIGHWAY 54, EL PASO, TX 79924, LEGALLY DESCRIBED AS A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, CITY OF EL PASO, EL PASO COUNTY, TEXAS; AND CLARIFYING PROVISIONS PERTAINING TO THE PARKING AGREEMENT, TITLE, AND CLOSING.

WHEREAS, the City of El Paso (“**City**”) is a municipal corporation organized and existing under the laws of the State of Texas and is the owner of approximately 20 acres of real property situated in Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas (the “**Property**”); and

WHEREAS, the City entered into a Chapter 380 Economic Development Program Agreement (the “**380 Agreement**”) with Notes Live Inc., a Colorado Corporation (“**Company**”) on the 4th day of June, 2024 in order to facilitate the construction of a 12,500-seat outdoor live entertainment venue, which will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, and provide direct and indirect benefits to the El Paso community, and;

WHEREAS, Section 253.0125 of the Texas Local Government Code (the “**Code**”) authorizes a municipality that has entered into an economic development agreement with an entity, as authorized by Chapter 380 of the Code, to transfer to that entity real property or interest in real property for consideration; and

WHEREAS, the Contract of Sale and related Chapter 380 Agreement between the City and Company provide provisions under which the City is granted sufficient control to ensure that the public purpose relating to economic development is accomplished as a result of the conveyance; and

WHEREAS, the City entered into a Contract of Sale on the 2nd day of July, through Ordinance No. 019648, most recently amended to extend the Inspection Period through March 31, 2025; and

WHEREAS, both parties wish to amend the Contract of Sale to modify the acreage and description of the property which is the subject of the Contract of Sale, and to clarify provisions pertaining to the Parking Agreement, Title, and Closing.

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

That the City Manager is authorized to sign, on behalf of the City of El Paso, a Sixth Amendment to the Contract of Sale modifying the acreage and description of the property which is the subject of the Contract of Sale, and clarifying provisions pertaining to the Parking Agreement, Title, and Closing.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

PASSED AND ADOPTED on this the _____ day of _____, 2025.

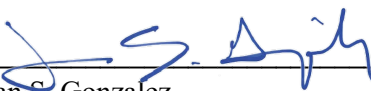
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Braggallia, Director
Economic & International Development

[DRAFT]

SIXTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Sixth Amendment to Purchase and Sale Agreement ("Sixth Amendment") made and entered into as of the ____ day of March, 2025 (the "Amendment Date"), by and between THE CITY OF EL PASO, a Texas home rule municipal corporation ("Seller"), VENU HOLDING CORPORATION, successor-by-name-change to NOTES LIVE, INC., a Colorado corporation ("Purchaser").

RECITALS:

A. Seller and Purchaser executed that certain Purchase and Sale Agreement, dated July 2, 2024 (as last amended by that certain Fifth Amendment to Purchase and Sale Agreement dated February 28, 2025, the "Agreement"), pursuant to which Seller agreed to sell and Purchaser agreed to purchase certain real property as defined therein, the same being approximately 17 acres located in El Paso County, El Paso, Texas; and

B. Seller and Purchaser desire to amend the Agreement as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Sixth Amendment and for other good and valuable consideration, which the parties acknowledge receiving, Seller and Purchaser hereby agree as follows:

1. **Defined Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Property.** The legal description of the Property set forth as Exhibit A to the Agreement is hereby deleted in its entirety, and the legal description set forth on Exhibit A attached hereto and by reference made a part hereof is hereby substituted in lieu thereof.

3. **Parking Agreement.** The Agreement is hereby amended to provide that the Lease contemplated in the first section of the Agreement shall not be executed at Closing or approved as to form prior to expiration of the Inspection Period. The parties agree that, in lieu of the Lease, the parties shall execute and deliver at Closing the Parking Agreement attached hereto as Exhibit B and by reference made a part hereof (the "Parking Agreement"). The parking rights contemplated under the Agreement shall be granted and conveyed to Purchaser following Closing in accordance with the terms of the Parking Agreement.

4. **Title.** Section 4 of the Agreement is hereby amended as follows:

(a) The parties acknowledge that Purchaser delivered to Seller its written statement of objections to title on August 20, 2024 (the "Title Objection Letter").

(b) Seller covenants and agrees that, in accordance with communications and agreements between the parties subsequent to the Title Objection Letter, Seller shall cause all objections set forth in the Title Objection Letter to be satisfied at Closing, excluding

only Purchaser's objection number 7 (title commitment exception # 10.i – Antiquities Code) and objection number 10 (title commitment exception # 10.m – Deed from United States of America et seq.).

(c) The parties acknowledge and agree that Purchaser shall have the opportunity to re-examine title prior to Closing to identify any new matters of title and survey, including any matters relating to the new Property description, and that Purchaser shall have the right to object to same pursuant to the process set forth in Section 4 to the same extent as if said objections were included in the original Title Objection Letter.

5. **Inspection Period.** Section 6 of the Agreement is hereby amended to extend the Inspection Period through and including April 15, 2025.

6. **Miscellaneous.** Except as expressly amended by this Sixth Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Agreement and the terms of this Sixth Amendment, the terms of this Sixth Amendment shall control. The Agreement, as hereby amended, contains all of the terms agreed upon between Seller and Purchaser with respect to the subject matter hereof, and all prior agreements, understandings, representations and statements, oral or written, between Seller and Purchaser are merged into said Agreement. This Sixth Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Electronically transmitted signatures (via facsimile, pdf file, or otherwise) shall be deemed as valid as original signatures.

[Signatures on following page]

Executed and effective as of the Amendment Date.

SELLER:

THE CITY OF EL PASO,
a Texas home rule municipal corporation

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Karina Brasgalla, Director
Economic & International Development

PURCHASER:

VENU HOLDING CORPORATION,
successor-by-name-change to Notes Live, Inc.
a Colorado corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of Property

DRAFT

EXHIBIT B

Parking Agreement

PARKING AGREEMENT

This Parking Agreement ("Agreement") is made effective as of this _____ day of _____, 2025 (the "Effective Date") by and between VENU HOLDING CORPORATION, successor-by-name-change to Notes Live, Inc., a Colorado corporation (together with its successors and assigns ("Venu"), and the CITY OF EL PASO, TEXAS, a Texas home rule municipal corporation ("El Paso");

WHEREAS, Venu and El Paso have entered into that certain Chapter 380 Economic Development Program Agreement dated July 2, 2024 (as last amended, the "380 Agreement"), pursuant to which Venu will construct, own and operate a certain amphitheater and entertainment venue located in El Paso, Texas, the same being more particularly defined therein (the "Development");

WHEREAS, in accordance with the terms of the 380 Agreement, concurrently herewith Venu has acquired the Real Property (as defined in the 380 Agreement) pursuant to the terms of that certain Purchase and Sale Agreement dated July 2, 2024 between the parties (as last amended, the "PSA");

WHEREAS, pursuant to the terms of the 380 Agreement and the PSA, El Paso is obligated to provide certain offsite parking facilities, located within a one-mile radius of the Real Property, sufficient to accommodate not fewer than 3,600 vehicles for exclusive use by Venu in connection with events to be conducted at the Development (the "Parking Facilities");

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the 380 Agreement, Venu and El Paso hereby agree as follows:

1. **Conveyance of Parking Facilities.** El Paso covenants and agrees that it shall convey and transfer the Parking Facilities to Venu, its successors and assigns no later than December 1, 2025 pursuant to a lease in form and substance acceptable to Venu in its reasonable discretion (the "Parking Lease"). The Parking Lease and the rights granted thereunder shall be first in priority and not be subject to any prior encumbrances except as may be approved in writing by Venu. El Paso and Venu shall execute and record in the local land records concurrently with execution of the Parking Lease a memorandum of lease setting forth the nature and scope of the real estate rights granted thereunder. The Parking Lease shall include the following terms and conditions:

A. The Parking Lease shall be exclusive to Venu and its invitees, except that it

shall permit third parties to use the Parking Facilities when not in use by Venu, as determined in writing by Venu in its sole and absolute discretion.

- B. The Parking Lease shall provide that: (i) Venu will schedule and pay for security and parking attendants at the Parking Facilities during its periods of exclusive use; (ii) said security will be provided during the entire event from the start of parking until all vehicles are vacated from the parking lot, including any vehicles that need to be towed; and (iii) Venu will provide a single onsite point of contact to resolve issues that arise prior to, during, and/or after the event.
- C. The Parking Lease shall provide that Venu, at its expense, shall provide a facilities team to clean parking lot after each usage and before daylight the next morning, including:
- (i) Venu will ensure that all parking lots are properly cleaned and maintained after each concert and event.
 - (ii) No portable bathroom facilities or food, beverage, or other product vendors will be allowed on or about the Parking Facilities except upon the expressed consent of Venu, which consent may be granted or withheld in Venu's sole discretion.
 - (iii) Any parked vehicles that remain in the parking lot past 12:00 AM on the night of an event must be towed prior to daylight. Venu staff are required to facilitate the towing, communicate with impacted patrons, and encumber related costs.
- D. The Parking Lease shall provide that Venu shall keep and maintain at all times following execution and delivery of the Parking Lease insurance coverage for its use of the Parking Facilities consistent with the following terms:
- (i) Commercial general liability must include premises and operations, products and completed operations, liability, personal and advertising injury liability, and broad form property damage.

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Expense Limit	\$5,000
 - (ii) Professional Liability (Errors and Omissions) \$1,000,000

(iii) Workers' Compensation / Employers' Liability

Per Occurrence Limit	\$100,000
Disease Policy Limit	\$500,000
Disease Each Employee	\$100,000

- (iv) Upon execution of this Agreement and prior to the first event, an original certificate must be provided naming El Paso as an additional insured under the General Liability; as well as a copy of the endorsement to the policy with respect to that particular project.

E. The Parking Lease shall provide that, except as expressly set forth above, all costs and expenses of management, repair and maintenance of the Parking Facilities shall be and remain the responsibility of El Paso.

2. **Identification of Parking Facilities.** Prior to execution and delivery of the Parking Lease, El Paso, at its expense, shall cause the Parking Facilities to be obligated, via contract, to provide El Paso with the necessary control to adhere to the terms of this Agreement. Parking Facilities which will be incorporated in the Parking Lease shall be in compliance with all applicable laws, rules and regulations. All Parking Facilities shall be paved and shall be situated and constructed to allow Venu to limit and control access and use thereof.
3. **Parking Entitlement.** El Paso and Venu agree that execution of the Parking Lease shall be deemed an "Entitlement", as such term is defined in the 380 Agreement, and that the 380 Agreement shall be interpreted and enforced accordingly. Notwithstanding anything herein or in the 380 Agreement to the contrary, in no event shall the 36-month construction period set forth in Section 3.A.(4) begin, or be deemed to begin, unless and until the Parking Lease is executed and delivered in accordance with the foregoing terms.
4. **Assignment.** The parties agree and acknowledge that Venu will own, develop and manage the Development by and through subsidiaries, contractors and affiliate entities. This Agreement and the rights granted to Venu hereunder shall be freely assignable, in whole or in part, without the consent of El Paso to any entity or entities owned or controlled by Venu (or under common control with Venu) and to any party with whom Venu has entered into a contract for the management or operation of the Development. For purposes of this Agreement, any reference to Venu shall include its successors and assigns as to all or any portion of this Agreement. Notwithstanding the foregoing, no such assignment shall relieve Venu from any obligation arising hereunder or under the 380 Agreement.
5. **Amendment.** This Agreement may be modified or amended only by a written instrument executed by both parties.
6. **Governing Law.** This Agreement shall be construed in accordance with the law of the State of Texas.

IN WITNESS WHEREOF, the undersigned have set their hands under seal as of the day and year first above written.

City of El Paso, Texas

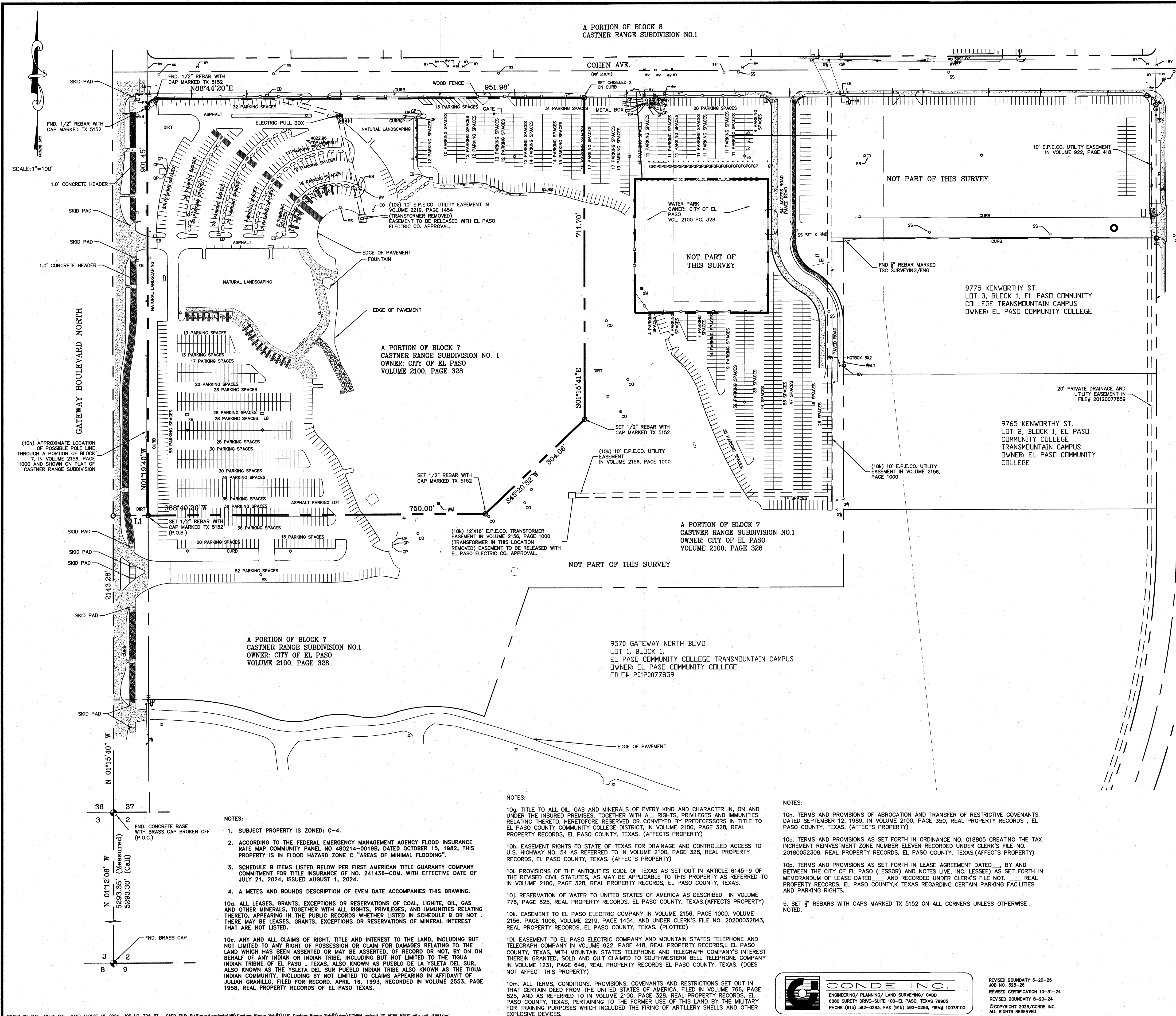
Venu Holding Corporation

By: _____
Dionne Mack
City Manager

By: _____
Name: _____
Title: _____




















DRAFT

A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF ON FILE IN VOLUME 45, PAGE 30, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.
CONTAINING: 871,494 SQUARE FEET OR 20.00 ACRES MORE OR LESS.



CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	20.00	34.44	20.02	28.30	N43°42'20"E	90°04'00"

LINE TABLE		
L1	77.72	N88°44'20"E

SYMBOL LEGEND	
	FOUND CONTROL POINT
	FOUND CITY MONUMENT
	SET 1/2" REBAR W/CAP 5152
	CALCULATED POINT (NOT SET)
	SANITARY SEWER
	WATER VALVE
	ELECTRIC PULL BOX
	POWER POLE
	GUY WIRE
	TRAFFIC CONTROL BOX
	TRAFFIC SIGN
	ELECTRIC METER
	GUARD POST
	LIGHT POST
	WATER METER
	CLEAN OUT VALVE
	WHEEL CHAIR ACCESSIBLE
	TRANSFORMER
	GAS LINE

WOOD FENCE=


CHAIN LINK FENCE=

ROCK WALL

SURVEY CERTIFICATION

TO: SUNSET GROUND AT EL PASO, LLC, INC., A COLORADO CORPORATION, FIRST AMERICAN TITLE GUARANTY COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 8, 9, 11(c), 13, AND 14 OF TABLE A THEREOF.



RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152

Prepared for: BCA-Studios Inc.
March 20, 2025

METES AND BOUNDS DESCRIPTION

Being a portion of Block 7, Castner Range Subdivision No. 1, as recorded in volume 45, page 30, Plat Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found concrete cylinder with brass cap stem remnant for the northwest corner of Section 2, Block 81, Township 2, Texas and Pacific Railway Surveys from which a found brass cap marked Texas Department of Transportation ROW-NO for Southwest corner of Section 2, Block 81, Township 2, Texas and Pacific Railway Company Surveys bears, South $01^{\circ}12'06''$ East a distance of 5293.35 feet (measured) 5293.30 Feet (Record), Thence along the westerly line of said section 37, Block 81, Township 2, Texas and Pacific Railway Company surveys, North $01^{\circ}15'40''$ West a distance of 2143.28 feet to a point; Thence leaving said line, North $88^{\circ}44'20''$ East a distance of 77.72 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152 on the easterly right of way of U.S. Highway 54 North-South Freeway for the **"TRUE POINT OF BEGINNING"**.

Thence, along said right of way line, North $01^{\circ}19'40''$ West a distance of 901.45 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 for a point of curve;

Thence 31.44 feet along the arc of a curve to the right which has a radius of 20.00 a central angle of $90^{\circ}04'20''$ a chord which bears North $43^{\circ}42'20''$ East a distance of 28.30 feet to a found $\frac{1}{2}$ " rebar with cap marked TX 5152 on the southerly right of way line of Cohen Avenue

Thence along said right of way line, North $88^{\circ}44'20''$ East a distance of 951.98 feet to a set chiseled x on concrete curb;

Thence leaving said line, South $01^{\circ}15'41''$ East a distance of 711.70 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South $45^{\circ}20'32''$ West a distance of 304.06 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence, South $88^{\circ}40'20''$ West a distance of 750.00 feet to the **"TRUE POINT OF BEGINNING"** and containing 871,494 square feet or 20.00 acres of land more or less.

Note: A Plat of survey of even date accompanies this description.



Ron R. Conde
R.P.L.S. No. 5152



CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79905 / (915) 592-0283
FAX (915) 592-0286 FIRM# 10078100



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-396, **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

Fire, Chief Jonathan P Killings, (915) 212-5665

AGENDA LANGUAGE:

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

An Ordinance granting Dominion Ambulance, LLC., a franchise extension and amending Ordinance 019489 to modify its franchise rate, and to operate a non-emergency ambulance transfer service.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING DOMINION AMBULANCE, LLC., A FRANCHISE
EXTENSION AND AMENDING ORDINANCE 019489 TO MODIFY ITS
FRANCHISE RATE, AND TO OPERATE A NON-EMERGENCY AMBULANCE
TRANSFER SERVICE**

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Dominion Ambulance, LLC., ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance 019489 approved on May 9, 2023; and

WHEREAS, Article I, Section E.1 of Ordinance No. 019489 dated May 1, 2023, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

WHEREAS, Grantee provided said written request in a timely fashion; and

WHEREAS, Article I. Section E.4 of Ordinance 019489 dated May 1, 2023, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 019489 dated May 1, 2023, and by local, state and federal laws, is hereby granted to Dominion Ambulance, LLC., Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 019489 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2025 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.

ORDINANCE NO. _____

HQ#: 25-4533-Fire | Dominion Ambulance, LLC - Franchise ORD extension for non-emergency transfer service | KS

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2025 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”

3. Article I, Section G, 2.2: The entire paragraph shall be replaced as follows: “G, 2.2. Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. These amounts are not a limitation upon the Grantee’s agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee’s insurance.”

4. Article I, Section R, 6: Add the following paragraph: The Chief of the fire department may issue a written notice of suspension, deferred suspension, or revocation to Grantee for breaching and/or failing to meet any of their obligations as set forth in this Franchise Agreement.

5. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Dominion Ambulance, LLC. Public Rates) of Ordinance No. 019489 dated May 1, 2023, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.

6. Except as herein amended, Ordinance No. 019489 dated May 1, 2023, shall remain in full force and effect.

(Signatures follow on next page)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | Dominion Ambulance, LLC - Franchise ORD extension for non-emergency transfer service | KS

PASSED AND ADOPTED this ____ day of _____, 2025.

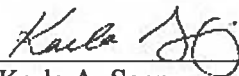
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | Dominion Ambulance, LLC - Franchise ORD extension for non-emergency transfer service | KS

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 12
day of March, 2025

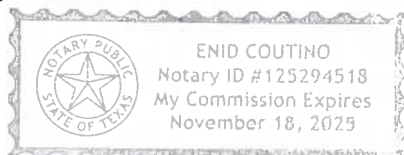
Dominion Ambulance, LLC.:

By: [Signature]
Printed Name: Tony BAIRD
Title: Director of Operation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 12 day of March, 2025, by Tony Baird, as Director of Operation on behalf of Dominion Ambulance, LLC.



[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Enid Coutino

My Commission Expires:

11.18.25

ORDINANCE NO. _____

HQ#: 25-4533-Fire | Franchise ORD extension for non-emergency transfer service | KS

EXHIBIT A**Dominion Ambulance, LLC. PUBLIC RATES**

TRANSPORT TYPE:	RATE
BLS NON-EMERGENCY	\$575.00
BLS EMERGENCY	\$650.00
ALS NON-EMERGENCY	\$680.00
ALS-1 EMERGENCY	\$820.00
ALS-2 EMERGENCY	\$900.00
SPECIALITY CARE TRANSPORT (SCT)	\$1,250.00
MILEAGE	\$16.00

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605039 | Franchise ORD extension for non-emergency transfer service | KS



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-397, 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

Fire, Chief Jonathan P. Killings, 915-212-5665

AGENDA LANGUAGE:

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

An Ordinance granting Elite Medical Air Transport, LLC D/B/A Emergent Air, a franchise extension and amending Ordinance 019518 to modify its franchise rate, and to operate a non-emergency ambulance transfer service.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO.

**AN ORDINANCE GRANTING ELITE MEDICAL AIR TRANSPORT, LLC D/B/A
EMERGENT AIR, A FRANCHISE EXTENSION AND AMENDING ORDINANCE
019518 TO MODIFY ITS FRANCHISE RATE, AND TO OPERATE A NON-
EMERGENCY AMBULANCE TRANSFER SERVICE**

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Elite Medical Air Transport, LLC. D/B/A Emergent Air, ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance 019518 approved on June 20, 2023; and

WHEREAS, Article I, Section E.1 of Ordinance No. 019518 dated May 2, 2023, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

WHEREAS, Grantee provided said written request in a timely fashion; and

WHEREAS, Article I. Section E.4 of Ordinance 019518 dated May 2, 2023, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 019518 dated May 2, 2023, and by local, state and federal laws, is hereby granted to Elite Medical Air Transport, LLC. D/B/A Emergent Air, Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 019518 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2025 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is

ORDINANCE NO. _____

HQ#: 25-4564-Fire | TRAN-605477 | Elite Medical Air Transport of Texas, LLC d/b/a Emergent Air - Franchise
ORD extension | KAS

adopted.

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2025 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”
3. Article I, Section G, 2.2: The entire paragraph shall be replaced as follows: “G, 2.2. Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. These amounts are not a limitation upon the Grantee’s agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee’s insurance.”
4. Article I, Section R, 6: Add the following paragraph: “The Chief of the fire department may issue a written notice of suspension, deferred suspension, or revocation to Grantee for breaching and/or failing to meet any of their obligations as set forth in this Franchise Agreement.
5. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Elite Medical Air Transport, LLC D/B/A Emergent Air, Public Rates) of Ordinance No. 019518 dated May 2, 2023, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.
6. Except as herein amended, Ordinance No. 019518 dated May 2, 2023, shall remain in full force and effect.

(Signatures follow on next page)

ORDINANCE NO. _____

HQ#: 25-4564-Fire | TRAN-605477 | Elite Medical Air Transport of Texas, LLC d/b/a Emergent Air - Franchise
ORD extension | KAS

PASSED AND ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson,
Mayor

ATTEST:

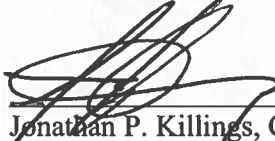
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

HQ#: 25-4564-Fire | TRAN-605477 | Elite Medical Air Transport of Texas, LLC d/b/a Emergent Air - Franchise ORD extension | KAS

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 13
day of March, 2025.

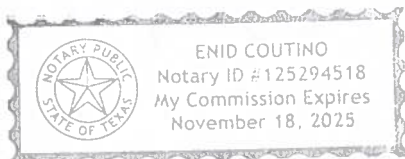
ELITE MEDICAL AIR TRANSPORT, LLC.
D/B/A EMERGENT AIR:

By: [Signature]
Printed Name: Walter Kuykendall
Title: CHIEF OPERATIONS OFFICER

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 13 day of March, 2025,
by Walter Kuykendall, as Chief Operations Officer on behalf of Elite Medical Air
Transport, LLC. d/b/a Emergent Air.



My Commission Expires:

11.18.25

[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Enid Coutino

ORDINANCE NO. _____

HQ#: 25-4564-Fire | TRAN-605477 | Elite Medical Air Transport of Texas, LLC d/b/a Emergent Air - Franchise ORD
extension | KAS

EXHIBIT A**Elite Medical Air Transport, LLC., d/b/a Emergent Air PUBLIC RATES**

TRANSPORT TYPE:	RATE
BLS NON-EMERGENCY	\$600.00
BLS EMERGENCY	\$800.00
ALS NON-EMERGENCY	\$700.00
ALS-1 EMERGENCY	\$900.00
ALS-2 EMERGENCY	\$1,000.00
SPECIALITY CARE TRANSPORT (SCT)	\$1,500.00
MILEAGE	\$25.00

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. _____

HQ#: 25-4564-Fire | TRAN-605477 | Elite Medical Air Transport of Texas, LLC d/b/a Emergent Air - Franchise ORD extension | KAS



Legislation Text

File #: 25-398, 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

Fire, Chief Jonathan P. Killings, 915-212-5665

AGENDA LANGUAGE:

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

An Ordinance granting Elite Medical Transport of Texas, LLC., a franchise extension and amending Ordinance 019488 to modify its franchise rate, and to operate a non-emergency ambulance transfer services.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO.

**AN ORDINANCE GRANTING ELITE MEDICAL TRANSPORT OF TEXAS, LLC., A
FRANCHISE EXTENSION AND AMENDING ORDINANCE 019488 TO MODIFY ITS
FRANCHISE RATE, AND TO OPERATE A NON-EMERGENCY AMBULANCE
TRANSFER SERVICE**

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Elite Medical Transport of Texas, LLC., ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance 019488 approved on May 9, 2023; and

WHEREAS, Article I, Section E.1 of Ordinance No. 019488 dated May 1, 2023, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

WHEREAS, Grantee provided said written request in a timely fashion; and

WHEREAS, Article I, Section E.4 of Ordinance 019488 dated May 1, 2023, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 019488 dated May 1, 2023, and by local, state and federal laws, is hereby granted to Elite Medical Transport of Texas, LLC., Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 019488 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2025 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605036 | Elite Medical Transport of Texas, LLC - Franchise ORD extension for non-emergency transfer service | KS

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2025 (the “Effective Date”), with the possibility to renew the franchise as set forth below.”

3. Article I, Section G, 2.2: The entire paragraph shall be replaced as follows: “G, 2.2. Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. These amounts are not a limitation upon the Grantee’s agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee’s insurance.”

4. Article I, Section R, 6: Add the following paragraph: “The Chief of the fire department may issue a written notice of suspension, deferred suspension, or revocation to Grantee for breaching and/or failing to meet any of their obligations as set forth in this Franchise Agreement.

5. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Elite Medical Transport of Texas, LLC. Public Rates) of Ordinance No. 019488 dated May 1, 2023, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.

6. Except as herein amended, Ordinance No. 019488 dated May 1, 2023, shall remain in full force and effect.

(Signatures follow on next page)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605036 | Elite Medical Transport of Texas, LLC - Franchise ORD extension for non-emergency transfer service | KS

PASSED AND ADOPTED this ____ day of _____, 2025.

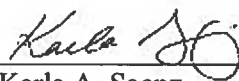
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

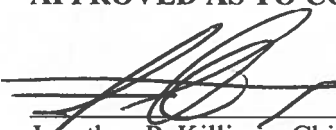
Laura D. Prine City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605036 | Elite Medical Transport of Texas, LLC - Franchise ORD extension for non-

emergency transfer service | KS

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 10 day of March, 2025

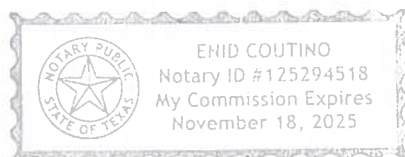
ELITE MEDICAL TRANSPORT OF TEXAS, LLC.:

By: [Signature]
Printed Name: Robert Campion
Title: 3-10-2025 President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 10 day of March, 2025, by Robert Campion as President on behalf of Elite Medical Transport of Texas, LLC.



[Signature]
Notary Public, State of Texas

Notary's Printed or Typed Name:

Enid Coutino

My Commission Expires:

11.18.25

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605036 | Elite Medical Transport of Texas, LLC - Franchise ORD extension for non-

emergency transfer service | KS

EXHIBIT A

Elite Medical Transport of Texas, LLC. PUBLIC RATES

TRANSPORT TYPE:	RATE
BLS NON-EMERGENCY	\$575.00
BLS EMERGENCY	\$650.00
ALS NON-EMERGENCY	\$685.00
ALS-1 EMERGENCY	\$825.00
ALS-2 EMERGENCY	\$970.00
SPECIALITY CARE TRANSPORT (SCT)	\$1,395
MILEAGE	\$18.00
STAND-BY RATE	\$205.00 First hour, \$175.00 each additional hour
BLS Supply Charge	\$50.00
ALS Supply Charge	\$50.00

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605036 | Elite Medical Transport of Texas, LLC - Franchise ORD extension for non-



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-399, 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

Fire, Chief Jonathan P. Killings, 915-212-5665

AGENDA LANGUAGE:

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

An Ordinance granting Life Ambulance Service, INC., a franchise extension and amending Ordinance 019491 to modify its franchise rate, and to operate a non-emergency ambulance transfer service.

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ORDINANCE NO.

**AN ORDINANCE GRANTING LIFE AMBULANCE SERVICE, INC., A FRANCHISE
EXTENSION AND AMENDING ORDINANCE 019491 TO MODIFY ITS FRANCHISE
RATE, AND TO OPERATE A NON-EMERGENCY AMBULANCE TRANSFER
SERVICE**

WHEREAS, the City of El Paso, Texas is empowered to grant franchises for the use of its streets, alleys, and public rights-of-way under the City Charter and the City's general police powers; and

WHEREAS, Life Ambulance Service, Inc., ("GRANTEE") has been providing non-emergency ambulance transfer services under a franchise renewal granted by the City Council through Ordinance 019491 approved on May 9, 2023; and

WHEREAS, Article I, Section E.1 of Ordinance No. 019491 dated May 1, 2023, allows for an extension of the non-emergency ambulance transfer service franchise, provided Grantee give to the City a written request to extend the franchise no later than three (3) months prior to the expiration date of this franchise whether it be during the initial term or any renewal period; and

WHEREAS, Grantee provided said written request in a timely fashion; and

WHEREAS, Article I, Section E.4 of Ordinance 019491 dated May 1, 2023, allows the City to require that the terms, conditions and provisions of the franchise be modified upon Grantee's request for renewal, and the City wishes to modify the terms, conditions and provisions of the franchise so as to clarify certain existing provisions such as the effective date and rates; and

WHEREAS, on evidence received, City Council finds that public convenience and necessity justify granting a franchise extension to GRANTEE to operate a non-emergency ambulance transfer service in the City of El Paso, Texas.

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

1. Finding that public convenience and necessity justify renewal of this franchise, a renewal of the non-exclusive franchise, subject to the Grantee's compliance with the requirements and limitations set forth in Ordinance No. 019491 dated May 1, 2023, and by local, state and federal laws, is hereby granted to Life Ambulance, Inc., Grantee, to operate a non-emergency transfer ambulance service within the City and upon the public streets, rights-of-way and alleys of the City of El Paso, and all of the terms of Ordinance No. 019491 except for those specifically altered in the following paragraphs of this renewal, are extended for two years commencing at 12:01 a.m., May 1, 2025 (the "Effective Date"), regardless of the date upon which the ordinance granting the franchise is adopted.

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605038 | Life Ambulance Service, Inc. - Franchise ORD extension for non-emergency transfer service | KS

2. Article I, Section C: The entire paragraph shall be replaced as follows: “Term and Effective Date. Regardless of the date upon which the ordinance granting the franchise is adopted, the term of this franchise shall be for two (2) years commencing on 12:01 a.m., May 1, 2025 (the "Effective Date"), with the possibility to renew the franchise as set forth below.”

3. Article I, Section G, 2.2: The entire paragraph shall be replaced as follows: “G, 2.2. Grantee shall maintain comprehensive general and automobile liability coverage with limits of no less than five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) annual aggregate. Grantee shall maintain medical professional liability coverage with limits of no less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. These amounts are not a limitation upon the Grantee’s agreement to indemnify and hold the City harmless. Grantee shall immediately advise the Fire Chief of any claim or litigation which affects Grantee’s insurance.”

4. Article I, Section R, 6: The Chief of the fire department may issue a written notice of suspension, deferred suspension, or revocation to Grantee for breaching and/or failing to meet any of their obligations as set forth in this Franchise Agreement.

5. Exhibit "A": The rates listed in Article III (Administration and Regulation), Section B (Rates), Exhibit "A" (Life Ambulance, Inc. Public Rates) of Ordinance No. 019491 dated May 1, 2023, shall be replaced in their entirety by Exhibit "A" to the present Ordinance, attached hereto and incorporated by reference as if set forth in full.

6. Except as herein amended, Ordinance No. 019491 dated May 1, 2023, shall remain in full force and effect.

(Signatures follow on next page)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605038 | Life Ambulance Service, Inc. - Franchise ORD extension for non-emergency transfer service | KS

PASSED AND ADOPTED this ____ day of _____, 2025.

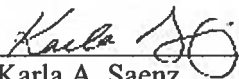
THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

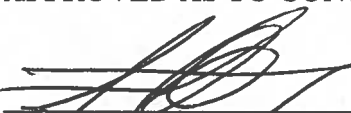
Laura D. Prine City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings, Chief
El Paso Fire Department

(ACCEPTANCES AND ACKNOWLEDGMENT ON THE FOLLOWING PAGE)

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605038 | Life Ambulance Service, Inc. - Franchise ORD extension for non-emergency transfer service | KS

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this

11 day of March, 2025

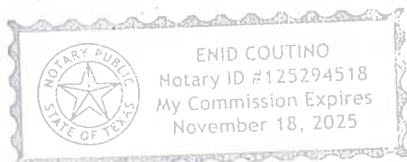
LIFE AMBULANCE SERVICE, INC.

By: Rachel B. Harracksingh
 Printed Name: Rachel B. Harracksingh
 Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on this 11 day of March, 2025, by Rachel B. Harracksingh as President on behalf of Life Ambulance Service, Inc.



My Commission Expires:

11.18.25

[Signature]
 Notary Public, State of Texas

Notary's Printed or Typed Name:

Enid Coutino

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605038 | Life Ambulance Service, Inc. - Franchise ORD extension for non-emergency transfer service | KS

EXHIBIT A**Life Ambulance, Inc. PUBLIC RATES**

TRANSPORT TYPE:	RATES	
	Year 1	Year 2
BLS NON-EMERGENCY	\$595.00	\$625.00
BLS EMERGENCY	\$725.00	\$765.00
ALS NON-EMERGENCY	\$650.00	\$685.00
ALS-1 EMERGENCY	\$885.00	\$925.00
ALS-2 EMERGENCY	\$945.00	\$995.00
SPECIALITY CARE TRANSPORT (SCT)	\$1,335.00	\$1,425.00
MILEAGE	\$18.00	\$20.00

* Supplies will be billed for Payor who recognizes supplies.

* Discount consideration may be given to the following:

1. Patients
2. Facilities
3. Payors
4. Vendors

ORDINANCE NO. _____

HQ#: 25-4533-Fire | TRAN-605038 | Life Ambulance Service, Inc. - Franchise ORD extension for non-emergency transfer service | KS



Legislation Text

File #: 25-387, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Streets and Maintenance, Randy Garcia, (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: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life.

Award Summary:

Discussion and action on the award of Solicitation 2024-0387 On Call Plumbing Services to Bella Luna Engineering & Building Maintenance for an initial term of three (3) years for an estimated amount of \$360,000.00. The award also includes a two (2) year option for an estimated amount of \$240,000.00. The total contract time is for five (5) years for a total estimated amount of \$600,000.00. This contract will allow the repairs and maintenance for all plumbing at city owned facilities.

Contract Variance:

No variance in comparison to the previous contract awarded for these services due to the same budgeted amount being awarded.

Department: Streets and Maintenance

Award to: Bella Luna Engineering and Building Maintenance

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: 2 Years

Total Contract Time: 5 Years

Annual Estimated Award: \$120,000.00

Initial Term Estimated Award: \$360,000.00

Option Term Estimated Award: \$240,000.00

Total Estimated Award \$600,000.00

Account(s) 532-1000-522270-32020-P3254

Funding Source(s): General Fund

District(s): All

This was a Best Value Bid Procurement - Service contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Bella Luna Engineering and Building Maintenance the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

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



DEPARTMENT: Streets and Maintenance
Purchasing & Strategic Sourcing

AGENDA DATE: April 1, 2025

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Randy Garcia, Interim Streets and Maintenance Director
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

PHONE NUMBER: (915)212-7000
PHONE NUMBER: (915)212-0043

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7. Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of solicitation 2024-0387 On Call Plumbing Services to Bella Luna Engineering & Building Maintenance for an initial term of three (3) years for an estimated amount of \$360,000.00. The award also includes a two (2) year option for an estimated amount of \$240,000.00. The total contract time is for five (5) years for a total estimated amount of \$600,000.00.

BACKGROUND / DISCUSSION:

This contract will allow the repairs and maintenance for all plumbing at city owned facilities.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on August 28, 2024. One (1) supplier was in attendance.

SELECTION SUMMARY:

Solicitation was advertised on August 20, 2024 and August 27, 2024. The solicitation was posted on City website on August 20, 2024. There were a total of thirty-four (34) viewers online; two (2) bids were received; two (2) from local suppliers. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

No variance in comparison to the previous contract awarded for these services due to the same budgeted amount being awarded.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$360,000.00

Funding Source: General Fund

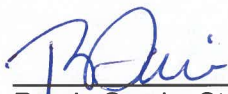
Account: 532-1000-522270-32020-P3254

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	

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

DEPARTMENT HEAD:


Randy Garcia, Streets and Maintenance Interim Director



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Best Value Bid

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

Please place the following item on the Regular Agenda for the City Council of April 1, 2025.

Strategic Goal 7 - Enhance and Sustain El Paso's Infrastructure Network

The linkage to the Strategic Plan is subsection: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

Award Summary:

Discussion and action on the award of solicitation 2024-0387 On Call Plumbing Services to Bella Luna Engineering & Building Maintenance for an initial term of three (3) years for an estimated amount of \$360,000.00. The award also includes a two (2) year option for an estimated amount of \$240,000.00. The total contract time is for five (5) years for a total estimated amount of \$600,000.00. This contract will allow the repairs and maintenance for all plumbing at city owned facilities.

Contract Variance:

No variance in comparison to the previous contract awarded for these services due to the same budgeted amount being awarded.

Department:	Streets and Maintenance
Award to:	Bella Luna Engineering and Building Maintenance
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$120,000.00
Initial Term Estimated Award:	\$360,000.00
Option Term Estimated Award:	\$240,000.00
Total Estimated Award	\$600,000.00
Account(s)	532-1000-522270-32020-P3254
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement - Service contract

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Bella Luna Engineering and Building Maintenance the highest ranked bidder based on the evaluation factors established in the evaluation criteria for this procurement.

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

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

CITY OF EL PASO BEST VALUE SCORESHEET			
PROJECT: 2024-0387 On- Call Plumbing Services			
Evaluation of Submittal			
	MAX POINTS	Bella Luna Engineering	Bio Remedies
Factor A - Price	35	35.00	Bid deemed non responsive, therefore not evaluated.
Factor B - Experience- Comparable Contracts	25	21.33	
Factor C - References	15	14.60	
Factor D – Employee Medical Benefits and Incentives	10	2.00	
Factor E - Bidders Operational Plan	15	13.33	
TOTAL SCORE	100	86.26	
Rank		1	



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: ON CALL PLUMBING SERVICES		BID NO: 2024-0387	
BID DATE: SEPTEMBER 18, 2024		DEPARTMENT: STREETS AND MAINTENANCE	
		Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 1 of 2	Texas Fannon Enterprises, Inc. DBA BioRemedies EL Paso, Tx Bidder 2 of 2
Item No.	Description	Hourly Rate	Hourly Rate
1	Regular Hourly Rate	\$ 125.00	\$ 135.00
2	Emergency Hourly Rate	\$ 155.00	\$ 200.00
<u>OPTION TO EXTEND THE TERM OF THE</u>			
<u>AGREEMENT</u>			
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.			
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:			
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED			
AMENDMENTS ACKNOWLEDGED:		YES	YES
BIDS SOLICITED: 837 LOCAL BIDS SOLICITED: 455 BIDS RECEIVED: 2 LOCAL BIDS RECEIVED: 2 NO BID: 8			
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.			

2024-0387 On Call Plumbing Services View List

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1.	Bella Luna Engineering and Building Maintenance	El Paso	TX
2.	Bio Remedies (Texas Fannon Enterprises, Inc)	El Paso	TX
3.	A6 Scientific Corp.	HOUSTON	TX
4.	Acebo Solutions	El Paso	TX
5.	AGs Imperial Construction & Roofing LLC	Horizon City	TX
6.	ChemGiant llc	Anthony, TX	TX
7.	Construction Reporter	Albuquerque	NM
8.	CTS Commercial Technical Service LLC (FELIPE J COBOS)	El Paso	TX
9.	DDM Corporation LLC	El Paso	TX
10.	Delshawn Alfonzo Cruz	Baltimore	MD
11.	DLP Services LLC (De La Paz Cleaning and Rental Services LLC)	Del Rio	TX
12.	El Paso & Juarez Paint Inc.	El Paso	TX
13.	Ethos Mechanical LLC	Phoenix	AZ
14.	FC Traffic Control, Inc.	Amarillo	TX
15.	Ferguson Enterprises LLC	El Paso	TX
16.	Hawk Construction	El Paso	TX
17.	Infotechsix	El Paso	TX
18.	JC LANDSCAPING (GARNICA CORPORATION)	El Paso	TX
19.	JSH HANDYMAN LLC (JSH HANDYMAN)	El Paso	TX
20.	North America Procurement Council Inc., PBC	Grand Junction	CO
21.	Phoenix General Contractors LLC	El Paso	TX
22.	Possible Missions, Inc.	Houston	TX
23.	RBM Engineering, Inc.	El Paso	TX
24.	The PlanIt Room	El Paso	TX
25.	Treco Services, Inc.	San Antonio	TX
26.	Virtual Builders Exchange	San Antonio	TX
27.	Complete Supply Inc	Farmers Branch	TX
28.	QANNEX CORP	El Paso	TX
29.	OLIVARES ELECTRIC OF EL PASO, LLC	El Paso	TX
30.	Filterbuy Incorporated	Talladega	AL
31.	Paso-Tex Industries LLC	El Paso	TX
32.	Zeraus Iluminacion	El Paso	TX
33.	Delegard Tool of Texas	Houston	TX
34.	CONSTRUCTION SOLUTION USA LLC	Carrolton	TX

Inadequate Competition Survey

2024-0387 On Call Plumbing Services

Number of views

Sample Size Scale

Sample Size Selected

34	
17 or less - Contact	4
18 to 23 - Contact	5
24 to 27 - Contact	6
28 or More - Contact	25%
9	

Survey Questions:

Please indicate, why you did not respond to our soliciation?	Number of Responses	Pct
Did not receive the Bid Notification (Confirm address on file)		0%
Did not have time to respond		0%
Could not provide competitive pricing		0%
Could not meet the submission deadline	2	24%
Not interested	1	12%
Does not have equipment	6	71%
Out of business		0%
No response		0%
Total	9	106%
Please provide feedback to our Specification	Number of Responses	Pct
Specifications were good or adequate	2	24%
Specifications were not clear		0%
Could not meet specifications	6	71%
Specifications were limited or closed		0%
Did not receive/no opinion	1	12%
Just needed more time to review.		0%
Did not receive bid notification.		0%
Total	9	106%

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	Larry I. Luna
Business Name	Bella Luna Engineering & Building Maint.
Agenda Item Type	2024-0387- On-Call Plumbing Services
Relevant Department	Streets & Maintenance 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: Larry A. Luna Date: 9/11/2024



Legislation Text

File #: 25-405, 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, Bonnie Cordova, (915) 212-1412

Information Technology, Carolyn Patrick, (915) 212-1408

Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

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 to:

1. Set up County P25 Digital Radio System reimbursement revenue of \$320,788.36 to use for IT Infrastructure 2025 project equipment needs. (Internal Capital Fund)
2. Transfer a total project savings of \$170,159.73 from Education Discovery, Shaded Concessions and Support Elements projects in to Endangered Species Breeding Center project. (2012 QoL GO Fund)
3. Transfer \$195,338.65 from unprogrammed project balances in to Penguin Exhibit project. (2012 QoL GO Fund)
4. Transfer \$285,980.63 from unprogrammed project balances to complete Doniphan & West Green Traffic Signal project. (2013 Street Infrastructure, 2017 and 2019 CO Funds)
5. Transfer \$172,090.43 from Neighborhood Improvement Projects Master to set-up East Cave Park project. (2012 QoL GO Fund)

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

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 Information Technology 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 transfers, as respectively listed and referenced below, to:

- 1.) Set up County P25 Digital Radio System reimbursement revenue of \$320,788.36 to use for IT Infrastructure 2025 project equipment needs;
- 2.) Transfer a total project savings of \$170,159.73 from Education Discovery, Shaded Concessions and Support Elements projects to the End Species Breeding Center project;
- 3.) Transfer \$195,338.65 from unprogrammed project balances to the Penguin Exhibit project,
- 4.) Transfer \$285,980.63 from unprogrammed project balances to complete the Doniphan & West Green Traffic Signal project; and
- 5.) Transfer \$172,090.43 from Neighborhood Improvement Projects Master to set-up the East Cave Park project.

BT Number	Fund	Project	Increase /(Decrease)
2025-0591	4930	P25ITINFRASTUPG	\$320,788.36
2025-0548	4800	PCP13ZOOB02,	(\$21,581.21)
		PCP13ZOOC04,	(\$80,237.19)
		PCP13ZOOD11 &	(\$68,341.33)
		PCP13ZOOD10	\$170,159.73
2025-0549	4800	PCPBALANCE & PCP13ZOOA07	(\$195,338.65) \$195,338.65
2025-0550	4740, 4741, 4745	PCPBALANCE, PCP17ST031	(\$285,980.63) \$285,980.63
2025-0604	4800	PCP13PRKG01, PCP23NIPD5A	(\$172,090.43) \$172,090.43

(Signatures on the Following Page)

APPROVED this _____ day of _____, 2025.

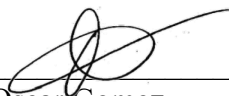
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Bonnie Cordova

Bonnie Cordova, Interim Director
Office of Management & Budget



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-417, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to approve the FY2024-2025 Audit Plan 2nd Quarter Updates.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to approve the FY2024-2025 Audit Plan 2nd Quarter Updates.

BACKGROUND / DISCUSSION:

The Internal Audit Charter requires the Chief Internal Auditor to provide Quarterly Updates to the Financial Oversight and Audit Committee and City Council. The Quarterly Update provides an update on Pending Audits, Training, Community Service and Audit Plan for the 2nd Quarter.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Edmund S. Caldini

3-24-2025

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



**2024-2025
Annual Audit Plan
2nd Quarter Update**

Issued by the
Internal Audit Department
As of February 28, 2025

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

INTRODUCTION

According to Domain III & IV of the *Global Internal Audit Standards*, Principle 8 - Standard 8.1 and Principle 9 - Standard 9.4 as issued by the Institute of Internal Auditors, the Chief Internal Auditor must report periodically to the Financial Oversight and Audit Committee and Senior Management on the internal audit activity's purpose, authority, responsibility, and performance relative to its Audit Plan. The Chief Internal Auditor is also responsible for reporting significant risk exposures, control issues, fraud risks, governance issues, and other matters needed or requested by the Financial Oversight and Audit Committee and Senior Management.

In addition, by periodically reporting to the Financial Oversight and Audit Committee and Senior Management, the Internal Audit Department helps support the City of El Paso's *Strategic Plan* Goals 6.6 and 6.8;

- Goal 6.6: *Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- Goal 6.8: *Support transparent and inclusive government.*

The Chief Internal Auditor is also responsible to communicate the internal audit activity's plans and resource requirements, including significant interim changes, to the Financial Oversight and Audit Committee for review and approval. The Chief Internal Auditor must also communicate the impact of any resource limitations.

Based on this requirement, this Annual Audit Plan Update is being provided to the Financial Oversight and Audit Committee. The Chief Internal Auditor will provide an update on the following three critical areas required in the management of an internal audit activity. The three critical areas are:

1. Pending Audits and Projects
2. Miscellaneous Items affecting the Internal Audit Department's Activity
3. Annual Audit Plan Update

As required by the *Global Internal Audit Standards*, Standard 7.1, the City of El Paso's Internal Audit Department continues to maintain its independence. Per the City Charter amended May 6, 2023, the Chief Internal Auditor reports operationally to the Chairman of the Financial Oversight and Audit Committee (FOAC) and legislatively to the FOAC. The FOAC reviews and recommends for approval by City Council the Internal Audit Charter and annual risk-based Audit Plan. The FOAC also receives quarterly updates to the Annual Audit Plan from the Chief Internal Auditor. The City Manager shall be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by City Council. Standard 8.3 requires the Internal Audit Department ensure conformance with the *Global Internal Audit Standards*, to include the Ethics and Professionalism Domain II. The Ethics and Professionalism Domain Principles includes Integrity, Objectivity, Confidentiality, Competency, and Due Professional Care. Any non-conformance will be reported.

We conduct audits in accordance with both *Generally Accepted Government Auditing Standards* and the *Global Internal Audit Standards*.

PENDING AUDITS & PROJECTS

This section will provide the Financial Oversight and Audit Committee and the City Manager a short synopsis of the pending Audits and Projects currently being completed by the staff of the Internal Audit Department as of the end of the 2nd Quarter. A brief synopsis is provided on the scope and objective of the Audit or Project.

1. Capital Improvement On-Call Services Agreement Audit

The objectives of the Audit are to:

- Determine how the on-call contracting process is administered.
- Identify how CID determines when on-call contracting is the preferred contract arrangement and determine when specific vendors are used.
- Determine if CID has proper internal controls in place to monitor and ensure that on-call consultants are compliant with the terms of their *On-Call Agreements for Professional Services*.
- Determine if Accounts Payable transactions for on-call services are processed in accordance with the applicable *City of El Paso Accounts Payable Policy*.

2. El Paso International Airport – Accounts Payable Audit

The audit objectives for the El Paso International Airport – Accounts Payable Audit are to:

- Determine if Accounts Payable transactions are processed in accordance with the *City of El Paso Accounts Payable Policy* and the Texas Prompt Payment Act.
- Determine if appropriate documentation is in place to support Accounts Payable transactions.
- Determine if transactions are properly reviewed and approved for payment by authorized personnel.
- Determine if there are unallowable purchases (e.g., food and alcohol).
- Determine if the El Paso International Airport operates within budgetary limits.
- Determine if the El Paso International Airport has implemented adequate internal controls to limit exposure to unauthorized or inappropriate Accounts Payable transactions.

3. Parks and Recreation Department – Park Usage Permit Audit

The objectives of the Park Usage Permit Audit are to determine if the Parks and Recreation Department:

- Has an established process for the issuance of Park Usage Permits.
- Has established criteria for the need of a Park Usage Permit.
- Has documented Policies and Procedures for the issuance of Park Usage Permits.
- Is charging the correct Permit Fees as determined by Schedule C or other fee schedule.
- Follows-up and enforces the use of Park Usage Permits.

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

4. Vehicle Allowance and Take Home Cars Project

The objectives of the Review are to assess Vehicle Allowance payments and Take Home Cars. To achieve the project objectives, the Internal Audit Department will:

- Review Vehicle Allowance payments for compliance with the *Vehicle Allowance Program Policy*.
- Determine if City employees who are assigned a Take-Home Vehicle do not receive a Vehicle Allowance.
- Determine Policies and Procedures for the use and assignment of City-Owned Take-Home Cars.
- Determine if departments monitor the usage of Take-Home Cars.

5. Accounts Receivable – Hotel Occupancy Tax Review

The objectives of this Review are to ensure that the City of El Paso's Office of the Comptroller is properly collecting the Hotel Occupancy Tax (HOT) revenues owed to the City and adhering to the City of El Paso *Accounts Receivable Policy*.

6. Hotel Occupancy Tax Audits – Round 9

The objectives of this Audit are to determine if 20 El Paso area hotels are compliant on paying Hotel Occupancy Taxes due to the City of El Paso.

7. Follow-Up Audit - Division of Military Affairs Accounts Payable & Travel

The objectives of this Follow-Up Audit are to determine whether the findings and recommendations identified in the original Audit Report dated June 10, 2024 have been adequately addressed. Specifically the following two items:

- Ensuring invoices are paid within 30 days of receiving the invoice or services from the vendor.
- Ensuring compliance with the Travel Policy.

8. Police Department – Cyber Security Audit

The objectives of the Audit are to determine if City-owned applications managed by the Police Department meet National Institute of Standards and Technology (NIST) cyber security standards. The NIST cyber security standards help organizations manage and reduce cyber security risks.

9. Franchise Fee Audit – El Paso Water Utility

The objectives of the Franchise Fee Audit will help identify any issues with the payment of the City Franchise Fee from the El Paso Water Utility.

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

10. Budget Transfer Audit

The objectives of the Audit are to determine if the Office of Management and Budget department:

- Has comprehensive written Policies and Procedures for Budget Transfers.
- Is properly communicating and providing feedback to City departments.
- Is enforcing established Budget Transfer limits and approvals.
- Is ensuring City Departments are submitting proper documentation for Budget Transfers.
- Has processes in place to ensure the accuracy and timeliness of Budget Transfers.

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

FINANCIAL OVERSIGHT AND AUDIT COMMITTEE (“FOAC”)

The FOAC met on February 12, 2025 to discuss the 1st Quarter Audit Plan Update of Fiscal Year 2024-2025 Annual Audit Plan.

- Minutes for the Financial Oversight and Audit Committee meeting on November 14, 2024 were approved.
- Introduction of the Internal Audit Department.
- Discussion and Action on FY 2024-2025 Audit Plan 1st Quarter Updates.
- Discussion on Client Surveys.

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

MISCELLANEOUS ITEMS

This section provides the Financial Oversight and Audit Committee and the City Manager with miscellaneous information regarding the Internal Audit Department's activities. These activities can vary from community service activities, training sessions attended, Professional Certification Examinations attempted with result, and Internal Audit Profession news and updates.

TRAINING SESSIONS

The Internal Audit Department staff participates in Continuing Professional Education (CPE) trainings and webinars to help maintain our competency and skill sets. As of the 2nd Quarter, staff have earned the following number of CPE hours. Staff with professional certifications are required to earn 40 CPE hours per calendar year.

Name	Position	CPE Hours
Edmundo Calderon	Chief Internal Auditor	7.80
Liz De La O	Deputy Chief Internal Auditor	8.80
Mike Montiel	Audit Manager	2.00
Martha Vargas	Auditor IV	7.80
Miguel Ortega	Auditor III	4.80
Sergio Carrillo	Auditor III	9.30
Esmeralda Herrera	Auditor II	6.80
Christian Castro	Auditor I	9.80
Miguel Olivas	Auditor I	7.80

SERVICE TO THE PROFESSION

- I. Association of Government Accountants – El Paso Chapter
Edmundo Calderon volunteered as a Board Member.
- II. Institute of Internal Auditors – El Paso Chapter
Esmeralda Herrera volunteered as a Board Member.
Martha Vargas volunteered as a Committee Member.
- III. Association of Certified Fraud Examiners – El Paso Chapter
Miguel Montiel and Liz De La O volunteered as Board Members.
- IV. Association of Local Government Auditors
Miguel Montiel lead a Peer Review of LA Metro - Management Audit Services the week of January 27, 2025
Sergio Carrillo is scheduled to participate in a Peer Review of City of Tallahassee, FL the week of May 5, 2025

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

AUDIT PLAN UPDATE

This section will provide the Financial Oversight and Audit Committee and the City Manager with an update on the progress of the 2024-2025 Annual Audit Plan. An analysis is provided listing the Audits/Projects scheduled by quarter with their associated budgeted hours. The actual audit hours worked per Audit/Project is provided. This analysis is a great management tool to demonstrate how the Internal Audit Department's resources are being used.

	BUDGETED HOURS	YTD as of 02/28/25
First Quarter	-	-
(CarryFwds) Pension Office Digitization and Cybersecurity Review (P2023-07)	50.00	213.00
(CarryFwds) Sun Metro Money Room Internal Control Review (P2024-01)	50.00	201.25
(CarryFwds) Water Parks Follow Up Audit (A2024-09)	50.00	43.50
(CarryFwds) U-Matter Card Program Review (P2024-02)	50.00	26.25
(CarryFwds) Sun Bowl Game Audit (A2024-04)	50.00	16.75
(CarryFwds) Accounts Receivable Program Follow Up Audit (A2024-07)	100.00	18.25
(CarryFwds) Planning and Inspections - Permit Review Audit (A2024-03)	100.00	101.75
(CarryFwds) SAM - Cyber Security Assessment Follow Up Audit (A2024-10)	100.00	35.75
(CarryFwds) Health Department - Internal Control Review (P2024-03)	250.00	323.50
(CarryFwds) Accounts Receivable - Hotel Occupancy Tax Audits	250.00	197.25
(CarryFwds) On-Call Services Agreement Audit (A2024-08)	300.00	260.25
(CarryFwds) El Paso International Airport- Accounts Payable Audit	500.00	316.25
Citywide Sales Tax Analysis - Clearview	40.00	1.50
Hotel Occupancy Tax Audits - Administration	50.00	172.50
Franchise Fee Audits (Spectrum) - Administration	50.00	13.25
TX Sales Tax Discovery - Administration	50.00	14.75
City Employee Hotline	75.00	73.75
Tax Office Refund Review Project	100.00	94.00
Longevity Project	100.00	8.00
Cyber Audits - Administration	300.00	60.75
Contingency Hours	404.00	-
Audit Plan	-	543.75
Consulting	-	20.00
Division of Veteran and Military Affairs – Travel and Accounts Payable Audit	-	23.25
Economic Development – 380 Agreement Monitoring Audit	-	3.50
P-Card Reviews: City Council & City Manager's Office – P-Card & Travel Review	-	19.00
Vehicle Allowance Analysis	-	3.00
Weaver	-	5.00
Administrative Duties - Chief Internal Auditor	225.00	219.00
Administrative Duties – Audit Manager	90.00	120.25
Administrative Duties - Staff Auditors	560.00	612.50

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

First Quarter (Continued)	BUDGETED HOURS	YTD as of 02/28/25
Auditor Training	135.00	499.50
Vacation/Sick Leave/Holiday	651.00	875.50
Total	4,680.00	5,136.25
Second Quarter	-	-
Take Home Cars & Use of City Vehicles Project	250.00	105.25
Executive Vacation Requests & Sick Leave Project	250.00	288.00
Follow Up Audit: Streets & Maintenance - Permits Review Audit	250.00	-
Parks Department - Permit Audit	500.00	361.25
Budget Transfer Audit	500.00	71.75
Citywide Sales Tax Analysis - Clearview	40.00	4.50
Hotel Occupancy Tax Audits - Administration	50.00	143.50
Franchise Fee Audits (Spectrum) - Administration	50.00	9.00
TX Sales Tax Discovery - Administration	50.00	5.50
City Employee Hotline	75.00	45.25
Tax Office Refund Review Project	100.00	93.00
Longevity Project	100.00	-
Cyber Audits - Administration	300.00	74.50
Contingency Hours	504.00	-
Audit Plan	-	251.00
Consulting	-	82.00
FOAC	-	225.00
Weaver	-	229.50
Administrative Duties - Chief Internal Auditor	225.00	191.50
Administrative Duties - Audit Manager	90.00	173.50
Administrative Duties - Staff Auditors	560.00	329.75
Auditor Training	135.00	246.25
Vacation/Sick Leave/Holiday	651.00	812.25
Total	4,680.00	3,742.25
Third Quarter	-	-
Yellow Book Self-Assessment	250.00	58.75
Red Book Self-Assessment	250.00	128.75
El Paso Zoo - Memberships, Fund-Raising Activities, Attendance, & Ticket Sales Audit	500.00	38.75
Animal Services Facilities Upgrade, Change Orders, & Construction Compliance Audit	500.00	-
P-Card Reviews: City Council & City Manager's Office - P-Card & Travel Review	250.00	128.00
Citywide Sales Tax Analysis - Clearview	40.00	-
Hotel Occupancy Tax Audits - Administration	50.00	-
Franchise Fee Audits (Spectrum) - Administration	500.00	-
TX Sales Tax Discovery - Administration	50.00	-
City Employee Hotline	75.00	-
Tax Office Refund Review Project	100.00	-
Longevity Project	100.00	-
Cyber Audits - Administration	300.00	-
Contingency Hours	504.00	-

City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

Third Quarter (Continued)	BUDGETED HOURS	YTD as of 02/28/25
Administrative Duties - Chief Internal Auditor	225.00	-
Administrative Duties - Audit Manager	90.00	-
Administrative Duties - Staff Auditors	560.00	-
Auditor Training	135.00	-
Vacation/Sick Leave/Holiday	651.00	-
Total	4,680.00	354.25
Fourth Quarter	-	-
Follow Up Audit: Division of Military Affairs - Travel & Acc. Payable Audit	250.00	87.75
Follow Up Audit: Economic Development - 380 Agreement Monitoring Audit	250.00	-
CID - Davis-Bacon Act Compliance & Certified Payroll Audit	500.00	-
Emergency Solutions Grant (ESG) Program Audit	500.00	-
SAM - Facility Maintenance Audit	500.00	-
Citywide Sales Tax Analysis - Clearview	40.00	-
Hotel Occupancy Tax Audits - Administration	50.00	-
Franchise Fee Audits (Spectrum) - Administration	50.00	-
TX Sales Tax Discovery - Administration	50.00	-
City Employee Hotline	75.00	-
Tax Office Refund Review Project	100.00	-
Longevity Project	100.00	-
Cyber Audits - Administration	300.00	-
Contingency Hours	254.00	-
Administrative Duties - Chief Internal Auditor	225.00	-
Administrative Duties - Auditor IV	90.00	-
Administrative Duties - Staff Auditors	560.00	-
Auditor Training	135.00	-
Vacation/Sick Leave/Holiday	651.00	-
Total	4,680.00	87.75
Totals for 1st, 2nd, 3rd & 4th Quarters	18,720.00	9,320.50


City of El Paso
Internal Audit Department
Financial Oversight and Audit Committee
2nd Quarter 2024-2025 Audit Plan Update
As of February 28, 2025

CONCLUSION

The 2nd Quarter of the 2024-2025 Audit Plan was another productive quarter for the Internal Audit Department. During the 2nd Quarter, 10 Audits/Projects are in various stages of planning or completion.

It continues to be a pleasure serving the Mayor and City Council, the Financial Oversight and Audit Committee, the City Manager, the Deputy City Managers, and the Managing Directors. The Internal Audit Department staff continues to strive for excellence in meeting our departmental motto, "Exceeding our Client's Expectations."

Respectfully Submitted



Edmundo S. Calderon, CIA, CGAP, CRMA, MBA
Chief Internal Auditor
City of El Paso

Distribution:

Financial Oversight and Audit Committee

Dionne Mack, City Manager

Karla Nieman, City Attorney

Robert Cortinas, Deputy City Manager/Chief Financial Officer



CITY OF EL PASO

Internal Audit Department 2nd Quarter Update

December 1, 2024 to February 28, 2025

Reporting Statement

According to Domain III & IV of the Global Internal Audit Standards, Principle 8 - Standard 8.1 and Principle 9 - Standard 9.4 as issued by the Institute of Internal Auditors, the Chief Internal Auditor must report periodically to the Financial Oversight and Audit Committee and Senior Management on the internal audit activity's purpose, authority, responsibility, and performance relative to its Audit Plan.

We conduct audits in accordance with both Generally Accepted Government Auditing Standards and the Global Internal Audit Standards.

Independence Statement

As required by the Global Internal Audit Standards, Standard 7.1, the City of El Paso's Internal Audit Department continues to maintain its independence. Per the City Charter amended May 6, 2023, the Chief Internal Auditor reports operationally to the Chairman of the Financial Oversight and Audit Committee (FOAC) and legislatively to the FOAC. The FOAC reviews and recommends for approval by City Council the Internal Audit Charter and annual risk-based Audit Plan. The FOAC also receives quarterly updates to the Annual Audit Plan from the Chief Internal Auditor. The City Manager shall be responsible for the implementation of any audit recommendations for changes to City administrative procedures and operations as requested by City Council.

Training Hours

January 1 to February 28, 2025

Name	Position	CPE Hours
Edmundo Calderon	Chief Internal Auditor	7.80
Liz De La O	Deputy Chief Internal Auditor	8.80
Mike Montiel	Audit Manager	2.00
Martha Vargas	Auditor IV	7.80
Miguel Ortega	Auditor III	4.80
Sergio Carrillo	Auditor III	9.30
Esmeralda Herrera	Auditor II	6.80
Christian Castro	Auditor I	9.80
Miguel Olivas	Auditor I	7.80

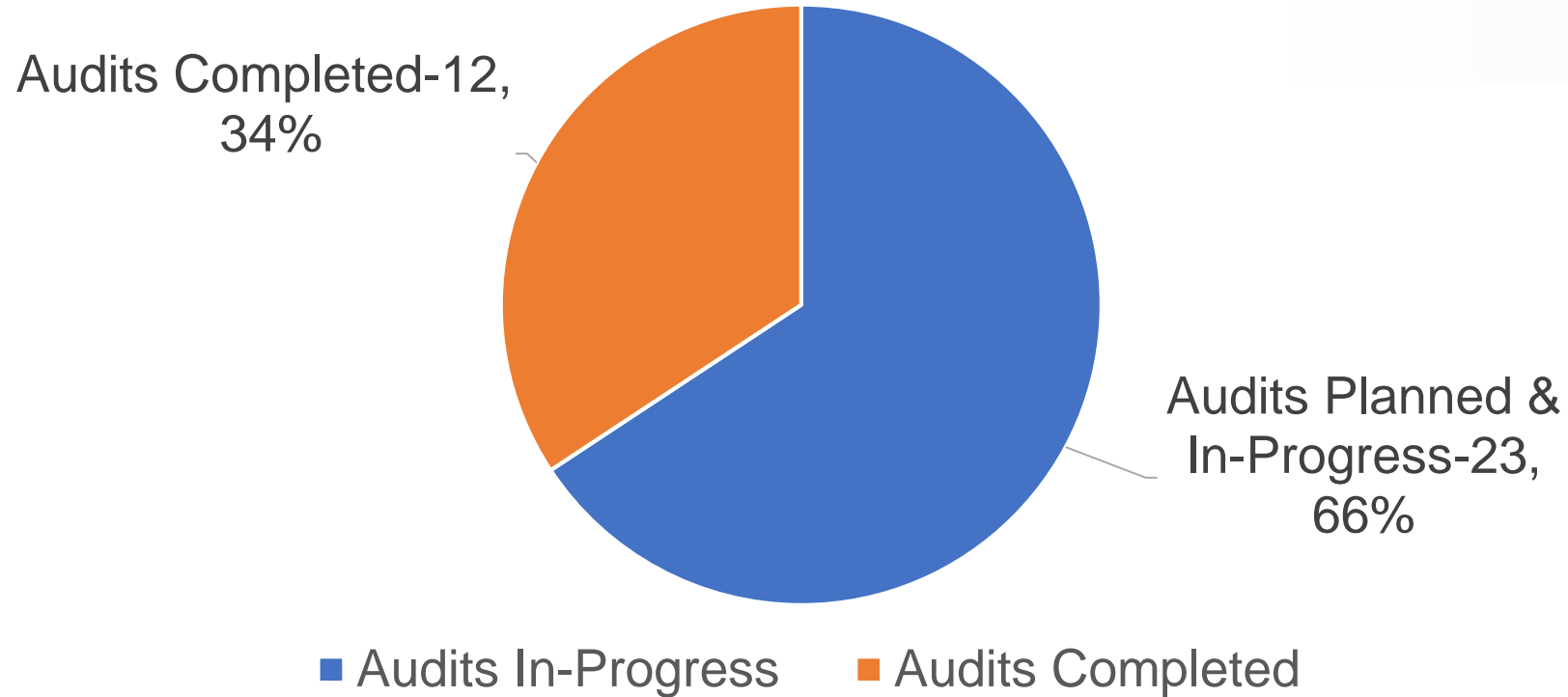
Overview of FY 2024-2025 Audit Plan

September 1, 2024 to February 28, 2025

Audit Status	Audits
a. Number of Audits Completed	12
b. Number of Audits Planned & In-Progress	23
c. Total Number of Audits	35

FY 2024-2025 Audit Plan Completion

September 1, 2024 to February 28, 2025



Audit Code	Audit Name	Status
P2024-01	Sun Metro Money Room – Internal Control Review	Complete
P2024-03	Dept. of Public Health – Internal Control Review	Complete
A2024-08	On-Call Services Agreement Audit	In-Progress
A2025-01	Parks and Recreation Dept. – Park Usage Permit Audit	In-Progress
A2025-02	El Paso International Airport – Accts. Payable Audit	In-Progress
A2025-03	Follow-Up Audit Division of Military Affairs – Travel & Accounts Payable Audit	In-Progress
A2025-04	Budget Transfer Audit	In-Progress
A2025-05	Police Department – Cyber Security Audit	In-Progress
P2025-01	Accounts Receivable – Hotel Occupancy Tax Review	In-Progress
P2025-02	Vehicle Allowance & Take-Home Cars	In-Progress
CoSourced	Hotel Occupancy Tax Audits – Round 9	In-Progress
CoSourced	Franchise Fee Audit – El Paso Water Utility	Not Started

2024-2025 Audits

December 1, 2024 to
February 28, 2025

City of El Paso – Employee Hotline

December 1, 2024 to February 28, 2025

Received 8 calls and 1 call remained open as of February 28, 2025.

Tax Office Refund Review Project

December 1, 2024 to February 28, 2025

**Conducted 25 Tax Office Refund Reviews
during the 2nd Quarter.**

Client Surveys

December 1, 2024 to February 28, 2025

Audit Name	Survey Opened	Survey Closed	# Surveys Sent Out	# Surveys Completed	% Surveys Completed
Sun Metro Money Room - Internal Controls Review P2024-01	01/30/2025	02/10/2025	5	5	100%
DPH – Internal Control Review P2024-03	01/22/2025	02/05/2025	3	2	67%

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-418, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the Department of Public Health - Internal Control Review
P2024-03.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and Action to accept the results of the Department of Public Health – Internal Control Review P2024-03.

BACKGROUND / DISCUSSION:

The timeframe for this review was Fiscal Year 2023-2024 and involved analysis of internal controls over cash handling, determination if cash handling procedures were consistent with Departmental and City Policies, if the Department was operating in a control conscious environment, and to document where inefficiencies may exist.

This review involved analyzing the Internal Control Environment at the Department of Public Health. The results were very positive, and we found a strong system of Internal Controls.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

+

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Edmund S. Caldeira 3-24-2025

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



**Department of Public Health
- Internal Control Review
P2024-03**

Issued by the
Internal Audit Department
December 3, 2024



Internal Audit Department

MAYOR
Oscar Leaser

DATE: December 3, 2024

CITY COUNCIL

TO: Dr. Veerinder Taneja, Director of Department of Public Health

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

District 1
Brian Kennedy

SUBJECT: Department of Public Health - Internal Control Review P2024-03

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

The Internal Audit Department has completed an internal control review of the City's Department of Public Health. This engagement was accepted based on the engagement's potential to support the evaluation and improvement of the organization's governance, risk management, and control processes (IIA 9.4). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this memorandum do not require Management Responses.

Background:

The City of El Paso Department of Public Health's mission is to deliver high-quality health and well-being services to the citizens of El Paso and the region through research, evaluation, education, prevention, intervention, and preparedness.

The scope of this review included nine of the sites operated by the department: El Paso Community Respiratory Disease Clinic, Sexual Health Clinic, Rawlings Dental Clinic, HIV/STD Program (this location is not a clinic and does not handle cash), El Paso Community Clinics at Lower Valley, Henderson, Northeast, and Westside, and Food Inspection (with a satellite cashier at the One Stop Shop). The Department of Public Health (DPH) collects revenues through fees charged for the various services provided. The council-approved budget for Fiscal Year 2024 was \$18,646,927.

Objectives:

The objectives of the Department of Public Health – Internal Control Review Project were to determine if DPH is operating in a control-conscious environment as it relates to Cash Handling Procedures. We have characterized a control-conscious environment as having the following:

- An adequate level of internal control awareness.
- Proper separation of duties.
- Existence of a proper monitoring system.
- Appropriate authorization/approval of fee discounts, deposits/expenditures.
- Adequate safeguarding of financial, physical, and information assets.

Methodology:

To achieve our audit objectives, we:

- Observed and interviewed Health staff at the Food Inspection office, El Paso Community Clinics at Lower Valley and Westside, and HIV/STD Program, to get an understanding of their operations.

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor

Internal Audit Department | 218 N. Campbell | El Paso, TX 79901

O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov



Internal Audit Department

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

- Conducted a review of the Cash Handling Procedures at the Administrative and Food Inspection offices, as well as the Lower Valley Community Clinic, Sexual Health Clinic, and El Paso Community Respiratory Disease clinic. These five sites had deposit activity for the time under review.
- Conducted an assessment of the daily balancing documentation to determine if revenues are accurately reported and deposited.
- Documented areas where inefficiencies exist and where internal controls need to be strengthened.

Results:

Based on our review, we have identified the following Observation:

OBSERVATION 1

Strong Internal Controls

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk*
- Goal 6.4 *Implement leading-edge practices for achieving quality and performance excellence.*
- Goal 6.12 *Maintain systems integrity, compliance, and business continuity.*

City of El Paso Cash Management Policy dated June 1, 2024:

- Section 5.1: *...Depositories, all monies received by any person in any department, in connection with the business of the City, shall be deposited promptly into a City depository account and, whenever possible, within one business day after its receipt...*
- Section 5.2: *Department directors or their designees must ensure that all monies are safeguarded at all times in a safe secured lockbox or secured money bag. Access to all safes should be limited to no more than four individuals, one being a supervisor.*
- Section 5.3: *Deposits may be submitted to the bank via armored car at the department's expense...*
- Section 5.6: *...All collected receipts are to be reconciled to the pre-numbered deposit slip system in place and any discrepancies are to be documented by the collector and approved by the supervisor in charge.*
- Section 5.8: *Access to the cashing area is restricted to cashing personnel only...*
- Section 5.9: *Each cashier is assigned his or her own cash box and must not allow anyone to access his or her cashier box...*

A strong system of internal controls requires that Policies and Procedures be developed and updated regularly to document routine or repetitive activity followed by an organization.

The Department of Public Health (DPH) *Daily Deposit Instructions Manual*, revised June 2023, documents its Cash Handling and Collections Procedures. A review of these Policies and Procedures identified the following internal control strengths:

- The *Daily Deposit Instructions Manual* is specific to the DPH clinics' cash operations.
- The Policies and Procedures were recently updated in June 2023.

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor

Internal Audit Department | 218 N. Campbell | El Paso, TX 79901

O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov



Internal Audit Department

MAYOR

Oscar Leaser

CITY COUNCIL

District 1

Brian Kennedy

District 2

Dr. Josh Acevedo

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District 8

Chris Canales

CITY MANAGER

Dionne Mack

The Internal Audit Department identified:

- No internal control weaknesses in the cashiering functions. The cashiering processes followed the City of El Paso's *Cash Management Policy* dated June 1, 2024.
- The deposit documentation reviewed for June 24-28, 2024 was complete and included the following:
 - Revenues collected are properly reconciled to the point-of-sale (POS) reports.
 - Revenue collected by the cashiers is tracked to ensure it is deposited at the bank and reflected on the City of El Paso's General Ledger. Deposits are reviewed by a second person.
 - There is proper segregation of duties between persons collecting cash, preparing bank deposits, and posting to the City of El Paso's General Ledger.
- Financial, physical, and information assets are safeguarded.
 - Cash drawers are closed and the safe boxes are locked when not in use.
 - An armored car service is used to transport cash deposits to the bank.
 - Access to certain areas within the various DPH sites visited is restricted to staff and requires badge access to enter.
 - Access to computers is password protected and each cashier has their own login credentials.

Conclusion:

Based on our review of the internal controls of the DPH, we were able to:

- Confirm that Cash Handling Procedures are consistent with the City of El Paso *Cash Management Policy* and with DPH's *Daily Deposit Instructions Manual*.
- Confirm that revenues at DPH are properly and accurately being collected, reported, and deposited.
- Determine that DPH is operating in a control-conscious environment as it relates to Cash Handling Procedures.

If you have any questions please feel free to contact me at extension 21365.

cc: Financial Oversight and Audit Committee

Dionne Mack, City Manager

Mario D'Agostino, Deputy City Manager

Robert Cortinas, Chief Financial Officer/Deputy City Manager

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor

Internal Audit Department | 218 N. Campbell | El Paso, TX 79901

O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov

**Department of Public Health
Internal Control Review P2024-03
Management Response**



Department of Public Health

**MAYOR**

Renard U. Johnson

DATE: January 25, 2025

TO: Edmundo S. Calderon,
Chief Internal Auditor, Internal Audit Office

CITY COUNCIL**District 1**

Alejandra Chávez

FROM: Veerinder Taneja, MBBS; MPH
Director, Department of Public Health

District 2

Dr. Josh Acevedo

RE: Response to Internal Control Review (P2024-03) of Cash Handling Procedures

District 3

Deanna M. Rocha

Mr. Calderon,

District 4

Cynthia Boyar Trejo

We appreciate your department's time and effort in performing an internal audit of the Department of Public Health's (DPH's) cash handling procedures. This memo serves as DPH's response to the positive observation as documented in your draft report provided on January 9, 2025.

District 5

Ivan Niño

Observation 1 – Strong Internal Controls**District 6**

Art Fierro

DPH Response:**District 7**

Lily Limón

- We are very pleased to receive the positive results of your recent audit, and value your department's thorough review of our cash handling procedures. We particularly value the recognition of our strong internal controls, which demonstrate the effectiveness of the implementation of our Daily Deposit Instruction Manual.

District 8

Chris Canales

We remain committed to consistently performing effective cash handling measures that ensure the proper receipt and reconciliation of revenues to appropriately safeguard the City's assets.

CITY MANAGER

Dionne Mack

Thank you again for your professional expertise and valuable feedback.

You may contact myself, Sara Cera, Assistant Director, or Sarah Ortiz, Administrative Services Manager, if any additional information is required on this matter.

Thank you.

Veerinder Taneja, MBBS; MPH – Director

Department of Public Health | 200 N. Kansas St. | El Paso, TX 79901

O: (915) 212-6502 | ephealth.com



DELIVERING EXCEPTIONAL SERVICES



Internal Audit Department Department of Public Health – Internal Control Review P2024-03

Objectives

1. Conduct audit work related to the internal controls over cash handling.
2. Determine if cash handling procedures are consistent with Departmental and City Policies.
3. Determine if DPH is operating in a control-conscious environment.
4. The review should include sufficient tests to ascertain whether internal controls are adequate.
5. Document areas where inefficiencies may exist, and internal controls strengthened.

Scope

The time frame audited was Fiscal Year 2023 – 2024.

Observation 1

A review of the *Daily Deposit Instructions Manual* identified the following internal control strengths:

1. The *Manual* is specific to the DPH clinics' cash operations.
2. The Policies were recently updated in June 2023.
3. No internal control weaknesses were identified.
4. The deposit documentation for June 24-28, 2024, was complete and accurate.
5. Financial, physical, and information assets are properly safeguarded.

Conclusion

1. Confirmed that Cash Handling Procedures are consistent with the City and DPH Policies.
2. Confirmed that revenues are properly and accurately collected, reported, and deposited.
3. Determined that DPH is operating in a control-conscious environment.

Management Response

Observation 1 - Strong Internal Controls

“We are very pleased to receive the positive results of your recent audit, and value your department’s thorough review of our cash handling procedures. We particularly value the recognition of our strong internal controls, which demonstrate the effectiveness of the implementation of our Daily Deposit Instruction Manual.

We remain committed to consistently performing effective cash handling measures that ensure the proper receipt and reconciliation of revenues to appropriately safeguard the City’s assets.”

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-419, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the Sun Metro Money Room - Internal Control Review P2024-01.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and Action to accept the results of the Sun Metro Money Room – Internal Control Review P2024-01.

BACKGROUND / DISCUSSION:

The timeframe for this review was Fiscal Year 2023-2024 and involved analysis of internal controls over cash handling, determination if cash handling procedures were consistent with Departmental and City Policies, if the Department was operating in a control conscious environment, and to document where inefficiencies may exist.

This review involved analyzing the Internal Control Environment at the Sun Metro Money Room. The results documented recommendations made to improve the Internal Control Environment.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Emmanuel S. Calderin 3-24-2025

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



Sun Metro Money Room – Internal Control Review P2024-01

Issued by the
Internal Audit Department
January 09, 2025



Internal Audit Department

MAYOR
Renard U. Johnson

CITY COUNCIL

District 1
Alejandra Chávez

District 2
Dr. Josh Acevedo

District 3
Deanna M. Rocha

District 4
Cynthia Boyar Trejo

District 5
Ivan Niño

District 6
Art Fierro

District 7
Lily Limón

District 8
Chris Canales

CITY MANAGER
Dionne Mack

DATE: January 09, 2025

TO: Anthony R Dekeyzer – Director of Mass Transit

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

SUBJECT: Sun Metro Money Room – Internal Control Review P2024-01

The Internal Audit Department has completed a review of the internal controls within the Sun Metro Money Room. This engagement was accepted based on the engagement's potential to support the evaluation and improvement of the organization's governance, risk management, and control processes (IIA 9.4). The work performed does not constitute an engagement conducted in accordance with Generally Accepted Government Auditing Standards (GAS 1.16). The observations and conclusions that are reported in this Memorandum do not require Management Responses.

Background:

Sun Metro operates 101 Fixed Route Vehicles, 48 LIFT vehicles, 3 Streetcars and serves more than 6.6 million passengers a year. Fares can be purchased on the bus using the correct change. In addition, Sun Metro sells daily, weekly, and monthly bus passes. A bus pass can be purchased on the Sun Metro App, at any of the 6 ticket offices, at Ticket Vending Machines (TVMs) located throughout the Brio Routes and 8 transit centers, or through U.S. Mail. The main office, Sun Metro Transit Operations Center, is located at 10151 Montana Ave., El Paso, TX 79925. Sun Metro operates a Money Room which counts revenue collected via Bus Fareboxes and TVMs then prepares funds for deposit.

Objectives:

The objectives of the Sun Metro Money Room – Internal Control Review Project was to determine if cash handling procedures used in the Money Room are consistent with Department Policies and Procedures and the City of El Paso Cash Management Policy. In addition, to determine if the Sun Metro Money Room is operating in a control conscious environment as it relates to Cash Handling Procedures. We have characterized a control conscious environment as having the following:

- An adequate level of internal control awareness.
- Proper separation of duties.
- Existence of a proper monitoring system.
- Appropriate authorization/approval of expenditures.
- Adequate safeguarding of financial, physical, and information assets.

Scope:

Fiscal Year 2023 - 2024.

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DELIVERING EXCEPTIONAL SERVICES



Internal Audit Department

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CITY MANAGER

Dionne Mack

Methodology:

To achieve our audit objectives, we:

- Obtained an understanding of the *Sun Metro – Mass Transit Accounting Manual* and the *City of El Paso Cash Management Policy*.
- Observed and interviewed Sun Metro Money Room staff, supervisors, and managers to get an understanding of their operations.
- Conducted a site visit to the Sun Metro Money Room to observe the daily operations.
- Conducted a review of applicable Sun Metro Money Room internal procedures and City of El Paso City-wide Cash Handling Procedures.
- Conducted an assessment of the daily balancing and deposit documentation to determine if revenues were accurately reported and deposited in a timely manner per Policy.
- Identified potential internal control weaknesses in the safeguarding and transfer of cash.
- Documented areas where inefficiencies exist and where internal controls need to be strengthened.

Results and Conclusion:

Based on our review, we have identified two Observations regarding current Policies/Procedures Associated and internal controls at the Sun Metro Money Room. The following is a description of the Observations.

OBSERVATION 1

Sun Metro Policies and Procedures Manual

City of El Paso Strategic Plan:

- Goal 6.3 *Implement programs to reduce organizational risk.*
- Goal 6.12 *Maintain systems integrity, compliance, and business continuity.*

Sun Metro – Mass Transit Accounting Manual updated January 2023 states:

- Section 11.23 - *Money Room Employees Uniforms and Lockers 1. Money room employees are required to wear pocketless uniforms provided by Sun Metro.*

A review of the *Sun Metro – Mass Transit Accounting Manual* updated January 2023, identified the following:

- The *Manual* requires personnel to use a pocketless uniform provided by Sun Metro. However, Sun Metro has not provided the uniforms to the Money Room staff.
- There are no documented procedures for when Farebox Revenues do not balance with the amounts counted and deposited by Money Room and Accounting staff.

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RECOMMENDATION

The Sun Metro Management should:

- Provide pocketless uniforms to Money Room personnel as required by the *Manual*.
- Document procedures for when Farebox Revenues do not balance with the amounts counted and deposited by Money Room and Accounting staff.

OBSERVATION 2

Revenue Accuracy and Deposits

City of El Paso Strategic Plan:

- Goal 6.3 *Implement program to reduce organizational risk.*
- Goal 6.12 *Maintain systems integrity, compliance, and business continuity.*

City of El Paso Cash Management Policy dated September 1, 2021:

- Section 5.1 - *In accordance with City Charter, Section 7.7 – Depositories, all monies received by any person in any department, in connection with the business of the City, shall be deposited promptly into a City depository account within one business day after its receipt.*
- Section 5.5 - *Under no circumstances are employees authorized to take from collected receipts to pay for expenses for any purpose.*
- Section 11.0 - *Change funds shall only be used to fund cashier's drawers and provide change after a transaction.*

Sun Metro – Mass Transit Accounting Manual updated January 2023 states:

- Section 11.27 - *Deposit Reconciliation and Revenue Reporting. The Summary of Farebox Revenue (Daily Summary Report) will show the following information necessary to balance and verify the total deposit: a. Total fare box revenue b. Total dollar bill count c. The balance in each mobile bin...*

Ticket Vending Machines (TVM)

During a review of a sample of 27 deposits of Ticket Vending Machine (TVM) Revenue from February 19 to March 01, 2024, the following was identified:

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Ticket Vending Machine Balancing

- 21 out of 27 (78%) deposits of TVM Revenue reviewed did not balance against the TVM Revenue Report provided by the Sun Metro Accounting staff. An overall shortage of \$2,513.80 was identified.

Further analysis identified the following:

- Items #4 for (\$276.05) and #6 for \$276.75 were due to a clerical error.
- Item #8 for (\$1,291.10), #12 for (\$1,487.00), and #22 for \$104.00 were due to mechanical errors with the TVM equipment.
- The remaining 22 items are considered immaterial because the overage/shortage is less than \$100.00. Due to the nature of Sun Metro's business, we believe that a \$100.00 materiality level is appropriate.

#	Date	TVM #	Revenue per TVM Report	Amount Deposited	Difference
1	2/19/2024	TVM 101	\$2,176.55	\$2,175.20	\$(1.35)
2	2/19/2024	TVM 318	\$1,665.85	\$1,702.25	\$36.40
3	2/19/2024	TVM 316	\$1,613.05	\$1,612.85	\$(0.20)
4	2/20/2024	TVM 100	\$1,744.75	\$1,468.70	\$(276.05)
5	2/20/2024	TVM 102	\$1,655.10	\$1,654.25	\$(0.85)
6	2/20/2024	TVM 108	\$2,468.25	\$2,745.00	\$276.75
7	2/21/2024	TVM 213	\$1,947.55	\$1,948.10	\$0.55
8	2/21/2024	TVM 220	\$3,017.50	\$1,726.40	\$(1,291.10)
9	2/21/2024	TVM 301	\$1,548.60	\$1,548.60	\$0.00
10	2/22/2024	TVM 216	\$1,614.55	\$1,617.85	\$3.30
11	2/22/2024	TVM 324	\$1,836.40	\$1,882.10	\$45.70
12	2/22/2024	TVM 305	\$2,635.65	\$1,148.65	\$(1,487.00)
13	2/23/2024	DTC Bill	\$3,000.00	\$3,000.00	\$0.00
14	2/23/2024	TVM 101	\$2,117.40	\$2,117.40	\$0.00
15	2/23/2024	TVM 108	\$1,812.05	\$1,868.05	\$56.00
16	2/23/2024	TVM 415	\$1,722.00	\$1,727.00	\$5.00
17	2/26/2024	TVM 100	\$2,502.70	\$2,502.60	\$(0.10)
18	2/26/2024	TVM 307	\$1,284.65	\$1,285.75	\$1.10
19	2/26/2024	TVM 405	\$1,618.80	\$1,618.80	\$0.00
20	2/27/2024	TVM 101	\$2,338.15	\$2,335.05	\$(3.10)
21	2/27/2024	TVM 108	\$2,187.15	\$2,195.15	\$8.00
22	2/27/2024	TVM 323	\$1,970.30	\$2,074.30	\$104.00
23	2/28/2024	TVM 215	\$1,742.20	\$1,750.00	\$7.80
24	2/28/2024	TVM 311	\$1,727.70	\$1,727.70	\$0.00
25	3/1/2024	TVM 100	\$1,725.75	\$1,727.40	\$1.65
26	3/1/2024	TVM 102	\$1,521.75	\$1,521.45	\$(0.30)
27	3/1/2024	TVM 322	\$3,034.25	\$3,034.25	\$0.00
Totals:			\$54,228.65	\$51,714.85	\$(2,513.80)

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Timely Deposits

- 3 out of 27 (11%) deposits of TVM Revenue reviewed were not deposited within 1 business day as required by the *Policy*.
 - Revenues totaling \$436.00 from 1/11/24 were deposited on 2/19/2024. The deposit was made 26 business days late.
 - Revenues totaling \$189.25 from 2/06/24 were deposited on 3/1/24. The deposit was made 19 business days late.
 - Revenues totaling \$55.10 from 2/14/24 were deposited on 2/27/24. The deposit was made 9 business days late.

Bus Farebox

During a review of a sample of 20 deposits of Bus Farebox Revenues from February 19 to March 01, 2024, the following discrepancies were identified:

Change Fund

- 3 out of 20 (15%) Bus Farebox Deposits reviewed were underreported. For each deposit, \$40.00 of quarters were removed to replenish a Ticket Vending Machine.

Date	Amount of Coins Counted	Revised Amount of Coins Deposited	Difference
2/20/2024	\$3,199.92	\$3,159.92	(\$40.00)
2/22/2024	\$4,706.90	\$4,666.90	(\$40.00)
3/01/2024	\$6,251.07	\$6,211.07	(\$40.00)
Totals:	\$14,157.89	\$14,037.89	(\$120.00)

Timing Issue

- Farebox Revenue collected daily from each bus does not match to the revenues listed on the Daily Summary Report (the Report). The Report captures fare revenues for the current day's operation (from 12:00AM to 11:59PM). The current process is to remove the Farebox Revenue from each bus and a report is captured from the Farebox indicating the amount of fares collected for the shift. The fares are safeguarded in a locked bin along with the fares collected from other buses. This process usually is extended to the early hours of the next day. Any fares removed from buses after midnight are captured in the next day's Report. This causes the total fares reported on the current day Report to not equal the fares counted in the locked bin.

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RECOMMENDATION

The Sun Metro Management overseeing the Money Room should:

- Deposit Ticket Vending Machine Revenues within one business day after its receipt.
- Have a change fund dedicated to replenish TVMs and avoid taking monies out of the Bus Farebox deposit.
- Accurately reconcile Farebox Revenue utilizing the Daily Summary Report. The Report should be adjusted to include the total revenue inside the locked bin to include Farebox Revenue received after midnight.

Conclusion:

Based on our review of the Sun Metro Money Room we were able to determine that:

- The Sun Metro Money Room is operating in a control conscious environment as it relates to cash handling.
- The Sun Metro Department has proper segregation of duties between persons receiving cash, preparing the bank deposits, and posting to the general ledger.

We identified the following areas where internal controls can be strengthened:

- The Sun Metro Department should provide pocketless uniforms to Money Room personnel as required by the *Sun Metro – Mass Transit Accounting Manual*, Section 11.23.
- The *Sun Metro – Mass Transit Accounting Manual* should document procedures in the event that Farebox Daily Revenue Reports do not reconcile with amounts counted and deposited by staff.
- The Sun Metro Department should ensure that Ticket Vending Machine (TVM) Revenue is deposited within one business day after its receipt.
- The Sun Metro Department should have a change fund dedicated to replenish TVMs and avoid taking monies out of the Bus Farebox deposit.
- Sun Metro should ensure that the Farebox Revenue is accurately reconciled to revenue reports.

If you have any questions please feel free to contact me at extension 21365.

cc: Financial Oversight Audit Committee
Dionne Mack, City Manager
Ellen Smyth, Chief Transit and Field Operations Officer
Jerry DeMuro, Deputy Transit Office

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DELIVERING EXCEPTIONAL SERVICES

**Sun Metro Money Room –
Internal Control Review P2024-01
Management Response**

City of El Paso Mass Transit Department - Sun Metro
Management Response to
Sun Metro Money Room Internal Control Review P2024-01 dated January 09, 2025

Observation 1: Sun Metro Policies and Procedures Manual

Observation Area	Observation	Recommendation	Sun Metro Comment	Sun Metro Action
Sun Metro Policies and Procedures Manual	1	The Manual requires personnel to use a pocketless uniform provided by Sun Metro. However, Sun Metro has not provided the uniforms to the Money Room staff.	Provide pocketless uniforms to Money Room Personnel as required by the Manual.	Sun Metro provides pocketless shirts to Money Room staff. Pants can be casual wear either pocketless or pockets must be sewn closed. Sun Metro Accounts Receivable (Senior Accounting Specialist) conducts regular weekly audits (at least two) to confirm whether Money Room personnel comply with the requirement. <i>"Money room employees are required to wear pocketless shirts provided by Sun Metro. Pants can be casual wear either pocketless or pockets must be sewed closed."</i>
	2	There are no documented procedures for when Farebox Revenues do not balance with the amounts counted and deposited by Money Room and Accounting staff	Document procedures for when Farebox Revenues do not balance with the amounts counted and deposited by Money Room and Accounting staff. We currently have a Weekly Farebox Reconciliation log to track all farebox variances which is located on SharePoint. This log shows all daily variances between the Money Room count and the Genfare Daily Summary Report and it goes back to 2006. In addition, Sun Metro is in process of upgrading aged Genfare TVMs and Fareboxes with Flowbird TVMs and Validators equipped with contactless payment features and most of them will be operating with no cash. This will significantly reduce amount of cash being handled through TVMs.	Sun Metro is in process of developing an SOP to handle and investigate variances between the Money Room count and the Genfare / Flowbird Daily Summary Report. - Based on FY2024 analysis (of all the Farebox variances - positive and negative) we have found that on average, the yearly positive variance is \$400 and negative \$(300). - These averages will be used as a threshold that will trigger more research into any particular variance that goes above or below the threshold.

Observation 2: Revenue Accuracy and Deposits

Observation Area	Observation	Recommendation	Sun Metro Comment	Sun Metro Action
Revenue Accuracy and Deposits	<p>1 <u>Ticket Vending Machine Balancing</u></p> <ul style="list-style-type: none"> • 21 out of 27 (78%) deposits of TVM Revenue reviewed did not balance against the TVM Revenue Report provided by the Sun Metro Accounting staff. An overall shortage of \$2,513.80 was identified. 	<p><u>Further analysis identified the following:</u></p> <ul style="list-style-type: none"> • Items #4 for (\$276.05) and #6 for \$276.75 were due to a clerical error. • Item #8 for (\$1,291.10), #12 for (\$1,487.00), and #22 for \$104.00 were due to mechanical errors with the TVM equipment. • The remaining 22 items are considered immaterial because the overage/shortage is less than \$100.00. Due to the nature of Sun Metro's business, we believe that a \$100.00 materiality level is appropriate. 	Most of the larger discrepancies are due to mechanical errors of the aged Genfare TVMs. Sun Metro investigates all larger overages /shortages.	Sun Metro will continue to investigate TVM shortages/overages. New \$100, threshold was recommended by Internal Audit.
	<p>2 <u>Timely Deposits</u></p> <p>3 out of 27 (11%) deposits of TVM Revenue reviewed were not deposited within 1 business day as required by the Policy.</p> <ul style="list-style-type: none"> - Revenues totaling \$436.00 from 1/11/24 were deposited on 2/19/24. The deposit was made 26 business days late. - Revenues totaling \$189.25 from 2/6/24 were deposited on 3/1/24. The deposit was made 19 business days late. - Revenues totaling \$55.10 from 2/14/24 were deposited on 2/27/24. The deposit was made 9 business days late. 	Deposit Ticket Vending Machine Revenue within one business day after its receipt.	<p>Revenues being held in vault are due to TVM malfunction. Changing procedure may not be feasible to Sun Metro and Treasury.</p> <p>Current City of El Paso Cash Management Policy does not address the specifics for TVMs.</p> <p>Sun Metro contacted Treasury regarding this observation. Assistant Treasury Coordinator will review pros and cons of changing current cash policy for Ticket Vending Machines.</p>	Upon OTC review and their decision Sun Metro will adjust its procedures to be in accordance with the decision / changes to Cash Management Policy

Bus Fareboxes	1	<u>Change Fund</u> 3 out of 20 (15%) Bus Farebox deposits reviewed were underreported. For each deposit, \$40.00 of quarters were removed to replenish a Ticket Vending Machine	Have a change fund dedicated to replenish TVMs and avoid taking monies out of the Bus Farebox deposit.	Sun Metro concurs with the observation and immediately changed the procedure.	Procedure was revised to: overages/shortages and replenishment of TVM's coin tekpak will be taken from Change Fund.
	2	<u>Timing Issue</u> Farebox Revenue collected daily from each bus does not match to the revenues listed on the Daily Summary Report (the Report). The Report captures fare revenues for the current day's operation (from 12:00AM to 11:59PM). The current process is to remove the Farebox Revenue from each bus and a report is captured from the Farebox indicating the amount of fares collected for the shift. The fares are safeguarded in a locked bin along with the fares collected from other buses. This process usually is extended to the early hours of the next day. Any fares removed from buses after midnight are captured in the next day's Report. This causes the total fares reported on the current day Report to not equal the fares counted in the locked bin.	Accurately reconcile Farebox Revenue Utilizing the Daily Summary Report. The report should be adjusted to include the total revenue inside the locked bin to include Farebox Revenue received after midnight.	Due to the nature of Sun Metro's process of collecting, processing and counting farebox revenues there will be an inherent variance that will be present due to the timing of how busses are probed as they arrive after completing their routes. Genfare system is operating on a 24-hour clock which defines the day as 12am to 11:59pm. Currently the probing of the arriving busses often extends well beyond the 11:59pm cutoff which pushes the reporting into the following day. This timing issue is suspected of being the major cause of the farebox variances Sun Metro is experiencing.	<p>Sun Metro will work more closely with Operations and Maintenance section to see if the probing timing issue can be lessened thus improving our variances.</p> <p>We are also working with Sun Metro IT department and Genfare to see if the Daily Summary Report can be modified so we can select modified time frame other than the midnight to midnight currently available in order to capture those instances when the probing goes beyond the midnight cutoff.</p> <p>Sun Metro is in process of developing an SOP to handle and investigate variances between the Money Room count and the Genfare / Flowbird Daily Summary Report.</p> <ul style="list-style-type: none"> - Based on FY2024 analysis (of all the Farebox variances - positive and negative) we have found that on average, the yearly positive variance is \$400 and negative \$(300). - These averages will be used as a threshold that will trigger more research into any particular variance that goes above or below the threshold.



CITY OF EL PASO

Internal Audit Department Sun Metro Money Room – Internal Control Review P2024-01

Objectives

1. Review internal controls to ascertain if procedures currently being utilized are operating as intended.
2. Determine if cash handling procedures used are consistent with Departmental and City Policies.
3. Determine if the Money Room is operating in a control conscious environment.
4. The review should include sufficient tests to ascertain whether internal controls are adequate.

Scope

The time frame audited was Fiscal Years 2023 and 2024.

Observation 1

1. The *Accounting Manual* requires personnel to use pocketless uniforms.
2. There are no documented procedures for when Farebox Revenues do not balance with the amounts counted and deposited.

Recommendation

Observation 1 - Sun Metro Policies and Procedures Manual

The Sun Metro Management Staff should:

1. Provide pocketless uniforms to Money Room personnel as required by their *Manual*.
2. Document procedures for when Farebox Revenues do not balance with the amounts counted and deposited by Money Room and Accounting staff.

Observation 2

Revenue Accuracy and Deposits

1. 21 out of 27 (78%) deposits of Ticket Vending Machine (TVM) Revenue did not balance. An overall shortage of \$2,513.80 was identified. Shortage due to clerical and mechanical errors with equipment.
2. 3 out of 27 (11%) deposits of TVM Revenue were not deposited within one business day.
3. 3 out of 20 (15%) Bus Farebox Deposits had \$40.00 of quarters removed to replenish the Change Box.
4. Daily Farebox collected does not match to the revenues listed on the Daily Summary Report.

Recommendation

Observation 2 – Revenue Accuracy and Deposits

The Sun Metro Management Staff overseeing the Money Room should:

1. Deposit Ticket Vending Machine (TVM) Revenues within one business day after its receipt.
2. Have a change fund dedicated to replenish TVMs and avoid taking monies out of the Bus Farebox deposit.
3. Accurately reconcile Farebox Revenue utilizing the Daily Summary Report. The Report should be adjusted to include the total revenue inside the locked bin to include Farebox Revenue received after midnight.

Conclusion

1. Sun Metro Money Room is operating in a control conscious environment.
2. Sun Metro has proper segregation of cash handling duties.
3. Sun Metro should provide pocketless uniforms to Money Room Staff.
4. *The Accounting Manual* should document procedures in the event that Farebox Daily Revenue Reports do not reconcile with amounts deposited.

Conclusion (Cont.)

- 5. Revenue should be deposited within one business day after its receipt.
- 6. A change fund should be created to replenish Ticket Vending Machines.
- 7. The Farebox Revenue should be accurately reconciled to revenue reports.

Management Response

Observation 1 - Sun Metro Policies and Procedures Manual

1. *Sun Metro Accounting Manual* section 11.23 article 1 has been revised to state:
 - *“Money room employees are required to wear pocketless shirts provided by Sun Metro. Pants can be casual wear either pocketless or pockets must be sewed closed.”*
2. Sun Metro is in process of developing an SOP to handle and investigate variances between the Money Room count and the Genfare/Flowbird Daily Summary Report.

Management Response (Cont.)

Observation 2 – Revenue Accuracy and Deposits

1. Sun Metro will continue to investigate Ticket Vending Machine shortages/overages.
2. Upon Office of The Comptroller review and their decision Sun Metro will adjust its procedures to be in accordance with the decision/changes to Cash Management Policy.
3. Procedure was revised to overages/shortages and replenishment of Ticket Vending Machine's coin tekpak will be taken from Change Fund.

Management Response (Cont.)

Observation 2 – Revenue Accuracy and Deposits

4. Sun Metro will work more closely with Operations and Maintenance section to see if the probing timing issue can be lessened thus improving our variances.

We are also working with Sun Metro IT Department and Genfare to see if the Daily Summary Report can be modified so we can select modified time frame other than the midnight to midnight currently available in order to capture those instances when the probing goes beyond the midnight cutoff.

Sun Metro is in process of developing an SOP to handle and investigate variances between the Money Room count and the Genfare/Flowbird Daily Summary Report.

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-420, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the Division of Military Affairs - Travel and Accounts Payable
Audit Report A2024-02.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to accept the results of the Division of Military Affairs - Travel and Accounts Payable Audit Report A2024-02.

BACKGROUND / DISCUSSION:

The timeframe for this audit was Fiscal Year 2023-2024. The audit determined whether Travel Requests were properly approved and reconciled, served a Municipal purpose and contained the necessary documentation. The audit determined whether Accounts Payable invoices were processed in a timely manner and verified that the appropriate documentation exists. The audit also verified that Accounts Payable transactions were reviewed and approved, and served a Municipal purpose.

The results indicated that the Division of Military Affairs was not paying their invoices within 30 days. Travel requests were not reconciled, approved and an overpayment of Per Diem was not reimbursed to the City.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Elmundo S. Calderin 3-24-2025

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



**Division of Military Affairs – Travel and
Accounts Payable Audit
No. A2024-02**

Issued by the
Internal Audit Department
June 10, 2024

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

EXECUTIVE SUMMARY

The Internal Audit Department has concluded the Division of Military Affairs – Travel and Accounts Payable Audit. Based on the results of the audit, two findings were identified. Both findings are considered significant in nature due to violations of the City of El Paso *Travel Policy* and *Accounts Payable Policy*.

Listed below is a summary of the findings identified in this report:

1. A sample of ten (10) payment vouchers from the Division of Veteran and Military Affairs for the period of September 1, 2022 to January 23, 2024 were reviewed for compliance with the City of El Paso *Accounts Payable Policy* dated August 2022. Our review identified the following non-compliance issues:
 - Ten (10) out of 10 (100%) vouchers reviewed included invoices with no evidence that mathematical accuracy of quantities and dollar amounts paid were confirmed by the department.
 - Four (4) out of 10 (40%) vouchers reviewed included invoices that were not paid within 30 calendar days of receiving the invoice. Below is a breakdown of the four invoices not paid on time:

#	Invoice #	Invoice Amount	Invoice Date	Payment Date	# of Calendar Days Payment was made after Invoice Date
1	27202	\$ 2,637.60	April 27, 2023	June 14, 2023	48
2	14353	\$ 2,500.00	April 19, 2023	June 14, 2023	56
3	31221	\$ 672.00	March 15, 2023	May 19, 2023	65
4	2310005	\$ 257.59	June 14, 2023	November 2, 2023	141

2. A sample of eight (8) business trips conducted by the Division of Veteran and Military Affairs during the period of September 1, 2022 to January 23, 2024 were reviewed for compliance with the City of El Paso *Travel Policy* dated September 2022. Our review identified the following non-compliance issues:
 - Three (3) out of 8 (38%) business trips reviewed had a Travel Request Form that was not reconciled within five (5) working days after the completion of the travel. The Travel Request Forms were reconciled nine (9) to fourteen (14) working days after the trip ended.
 - One (1) out of 8 (13%) business trips reviewed was missing the After-Travel Approval signature required on the Travel Request Form. A reimbursement of \$147.90 for Uber expenses was paid to the Military Program Administrator even though there was no After-Travel Approval on the Travel Request Form.
 - One (1) out of 8 (13%) business trips reviewed included a \$36.00 overpayment of per diem paid to the Military Program Administrator for meal expenses.
 - The Military Program Administrator purchased and attended the October 12, 2022 – Marshall Memorial Reception & Dinner during the trip. The reception included dinner, which was not deducted from the per diem allowance used to calculate the traveler's meals.

For a detailed explanation of the findings, please refer to the body of this Audit Report.

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

BACKGROUND

The City of El Paso Division of Veteran and Military Affairs serves as a Liaison between the City of El Paso, Fort Bliss and other outside agencies, including but not limited to, federal, state, and local military organizations. The office provides guidance, direction, and coordination of regional military issues and Veterans related issues.

General duties of the Division of Veteran and Military Affairs include:

- Serving as a Liaison for the City's Veteran Affairs Advisor Committee, community organizations, businesses, and media to publicize services.
- Advising and assisting Veterans in matters pertaining to their rights and benefits under the law.
- Responding to requests for information and provide guidance on eligibility and entitlement requirements for federal, state, and local Veterans services, programs, or benefits.
- Counseling, advising and explaining to the City's large Veteran population current laws and regulations for federal, state, and local Veteran's services, benefits, and/or programs.

A Veterans Affairs Advisor Committee has been established to serve as a source of information, review and strengthen Veteran programs and services, and report status of activities for El Paso's Veteran population. The Committee consists of nine members appointed by the Mayor and each City Council Representative. According to the most recent City Council briefing provided by the Committee on April 22, 2024, the Committee along with the Division of Veteran and Military Affairs are working on implementing the following programs for the Veteran Community:

- Homelessness – provide immediate shelter and long-term housing solutions for homeless Veterans.
- Mental Health – provide mental health services focused on equity and access to mental health options within our City.
- Employment – provide to the transitioning service members and military spouses access to meaningful employment options that will result in the retention and recruitment of military talent in the City.

In 2023, the City of El Paso was one of the five communities across the country selected as a “*Great American Defense Community*” by the Association of Defense Communities. A designation given to those cities who demonstrate an exceptional commitment to improve the lives of service members, Veterans, and their families.

The Division of Veteran and Military Affairs hosts and/or participates in the following City Military and Veteran Events:

- Veterans Day Parade.
- Texas Women Veterans Day.
- Council Day at Bliss – an event that gave City Council members and City leaders an opportunity to visit Fort Bliss and engage with soldiers. The event helped City leaders and Ft. Bliss obtain a mutual understanding of how they can help each other.
- Sun City Bliss – a show aimed at providing updates, event information, and City happenings to Veterans, military families, and El Paso residents.

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

- El Paso Texas Flags Across America – an organization that promotes and gives respect and courtesy owed to the United States Flag.
- Welcome the Honor Flight at the El Paso International Airport – event honors and welcomes over 30 Korean War and Vietnam War Veterans returning home from Washington, D.C.
- Our Community Salutes of El Paso – recognizes high school graduates who have enlisted in the military.

A review of the Division of Veteran and Military Affairs' Travel and Accounts Payable transactions was scheduled as part of the Internal Audit Department's *Fiscal Year 2023-2024 Annual Audit Plan and Risk Assessment*.

AUDIT OBJECTIVES

The Audit consisted of reviewing both Travel and Accounts Payable transactions.

The objectives of the Travel review were to:

1. Obtain an understanding of the City of El Paso *Travel Policy* and *Procurement Card Policy*.
2. Obtain and review a sample of Travel related expenditures paid via a City of El Paso Procurement Card and/or through an Accounts Payable voucher.
3. Determine if Travel Requests were properly approved before travel and reconciled after travel.
4. Determine if Travel related transactions served a municipal purpose for the City of El Paso.
5. Verify that appropriate documentation (ex. Travel Request Forms, pre-travel estimates, original receipts, etc.) supported travel expenditures.
6. Document areas where inefficiencies may exist and where internal controls may be strengthened.

The objectives of the Accounts Payable review were to:

1. Obtain an understanding of the City of El Paso *Accounts Payable Policy*.
2. Obtain and review a sample of Accounts Payable transactions.
3. Determine if Accounts Payable transactions were processed in a timely manner in accordance with the *Accounts Payable Policy*.
4. Verify that appropriate documentation (ex. original receipts) supported Accounts Payable transactions.
5. Determine if Accounts Payable transactions were reviewed and approved for payment by authorized personnel.
6. Determine if Accounts Payable transactions served a municipal purpose for the City of El Paso.
7. Document areas where inefficiencies may exist and where internal controls may be strengthened.

AUDIT SCOPE

Travel and Accounts Payable transactions incurred by the Division of Veteran and Military Affairs during Fiscal Years 2023 & 2024.

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

AUDIT METHODOLOGY

To achieve our audit objectives, we:

- Obtained an understanding of the Policies and Procedures outlined in the City of El Paso's *Travel Policy* and *Accounts Payable Policy*.
- Interviewed the Military Program Administrator to obtain an understanding of the procedures for purchasing goods/services and booking travel for the Division of Veteran and Military Affairs.
- Downloaded voucher transactions from the City's PeopleSoft – Financial System to obtain a listing of Account Payable Vouchers for travel and non-travel expenditures.
- Selected two samples of vouchers to review travel and non-travel expenditures.
- Utilized the sample of vouchers to review if expenditures were consistent with the Policies and Procedures outlined in the City of El Paso *Travel Policy* and *Accounts Payable Policy*.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards and the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

**City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02**

***SIGNIFICANT FINDINGS, RECOMMENDATIONS,
AND MANAGEMENT'S RESPONSES***

The definition of a “Significant Finding” is one that has a material effect on the City of El Paso’s financial statements, identifies an internal control breakdown, is a violation of a City procedure, or a violation of a law and/or regulation, which the City is required to follow. Any finding not meeting these criteria will be classified as a “Regular Finding”.

Finding 1

Accounts Payable - Vouchers

City of El Paso Strategic Plan:

- Goal 6.6 *Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- Goal 6.12 *Maintain systems integrity, compliance and business continuity.*

City of El Paso Accounts Payable Policy dated August 2022:

- Section 5.2 – General Procedures for all Types of Purchases: *The invoice should be footed and cross-footed to ensure the accuracy of the calculations made by the vendor.*
- Section 18.0 – Conclusion: *All City departments are responsible for accurate and timely payment of all invoices.*
- Section 2.0 – Purpose: *The City complies with the State of Texas Prompt Payment Act Texas Government Code, Title 10, Subtitle F, Chapter 2251.*

State of Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.021 – Time for Payment by Government Entity:

- *A payment by a government entity under a contract executed on or after September 1, 1987, is overdue on the 31st day after the later of the date the government entity receives an invoice for the goods or services.*

State of Texas Government Code, Title 10, Subtitle F, Subchapter B., Chapter 2251.025 – Interest on Overdue Payment:

- *A payment begins to accrue interest on the date the payment becomes overdue.*
- *The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:*
 - *one percent; and*
 - *the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.*
- *Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.*

A sample of ten (10) payment vouchers from the Division of Veteran and Military Affairs for the period of September 1, 2022 to January 23, 2024 were selected for review. The purpose of our review was to determine if the expenditures incurred by the department were paid in accordance with the City of El Paso *Accounts Payable Policy*. Our review identified the following non-compliance issues:

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

- Ten (10) out of 10 (100%) vouchers reviewed included invoices with no evidence that mathematical accuracy of quantities and dollar amounts paid were confirmed by the department. The ten vouchers were:

#	Voucher #	Invoice #	Invoice Amount
1	23023441	63970	\$ 2,085.00
2	23065094	31221	\$ 672.00
3	23069100	061423	\$ 2,398.15
4	23072107	20246	\$ 4,556.70
5	23074850	20230614	\$ 550.00

#	Voucher #	Invoice #	Invoice Amount
6	24002463	9889610	\$ 1,000.00
7	23073798	27202	\$ 2,637.60
8	23073804	14353	\$ 2,500.00
9	24016483	2310005	\$ 257.59
10	23084900	1361337	\$ 3,035.08

- Four (4) out of 10 (40%) vouchers reviewed included invoices that were not paid within 30 calendar days of receiving the invoice as required by the *Accounts Payable Policy*. The vouchers were:

#	Voucher #	Invoice #	Invoice Amount	Invoice Date	Payment Date	# of Calendar Days Payment was made after Invoice Date
1	23073798	27202	\$ 2,637.60	April 27, 2023	June 14, 2023	48
2	23073804	14353	\$ 2,500.00	April 19, 2023	June 14, 2023	56
3	23065094	31221	\$ 672.00	March 15, 2023	May 19, 2023	65
4	24016483	2310005	\$ 257.59	June 14, 2023	November 2, 2023	141

Recommendation

The Division of Veteran and Military Affairs should adhere to the Policies and Procedures outlined on the City of El Paso *Accounts Payable Policy* by:

- Check marking or noting invoices to document evidence of mathematical review of quantities and dollar amounts on invoices.
- Paying invoices within 30 days of receiving the invoice.

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

Management's Response

The Division of Veteran and Military Affairs will continue to review and adjust processes as necessary. Although the division's budget resides in and receives oversight by the Department of Community and Human Development, the division is committed to identifying process improvements to ensure fiscal responsibility is always a priority. To further prove the commitment of fiscal responsibility and to assist the Accounting Division in Community and Human Development, the division recently hired a Research and Management Assistant as of 01/24 with a specification to focus on the accounting and finances of the division.

Many of the identified invoices reflect a date that the invoice was created and not the date the service was performed. As a best practice, the division reaches out to vendors to receive an estimate or quote for services well prior to services needed. This allows time for budget approvals. Once accepting the vendors quote, an invoice will be sent by the vendor even though they understand that services will not be paid in advance. Many of the identified invoices reflected a date the invoice was created but not the date services were rendered. Vendors are not authorized to be paid prior to the date and time services are rendered as per City Policy. Overlooking the invoice date directly affected the 30-day policy compliance.

The below outlines the upcoming tasks in this particular area for the Division of Veteran and Military Affairs to ensure policy compliance:

- The week of August 2, 2024, the entire division, whether previously trained or not, was enrolled into City of El Paso's Accounting and Financial Basics Training Plan. This training includes:
 - Introduction to City of El Paso Accounting and Financial Basics,
 - City of El Paso Food and Beverage Policy Training,
 - City of El Paso Travel Policy Training,
 - City of El Paso P-card Policy Training,
 - City of El Paso Accounts Payable Policy Training,
 - Grants Management Policy Training,
 - PeopleSoft Financial Journal Entry,
 - How to Enter an Unencumbered Voucher in PeopleSoft Financial,
 - How to Enter an Encumbered Voucher in PeopleSoft Financial,
 - PeopleSoft Queries - Job Aid,
 - Budget Status Reports - Job Aid,
 - Internal Controls.
- All future invoices will have the vendors math verified effective immediately.
- The Division Manager, as well as the Research and management assistant, will ensure the date of invoices reflect the date services were rendered and not the date an invoice was created. The division will continuously monitor the applicable departments responsible to pay invoices within the 30-day requirement.

Responsible Party

Military Program Administrator

Implementation Date

Immediately

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

Finding 2

Travel Expenditures

City of El Paso Strategic Plan:

- Goal 6.6 *Ensure continued financial stability and accountability through sound financial management, budgeting and reporting.*
- Goal 6.12 *Maintain systems integrity, compliance and business continuity.*

Per the City of El Paso Travel Policy Manual dated September 2022:

- Section 7.2 – After Travel: *After each travel, the Travel Request reconciliation shall be completed within five business days after the conclusion of the travel.*
- Section 4.0, (b) – Principles and General Travel Guidelines: *All travel requests will be signed off by the Department Director prior to the travel and after the travel (reconciliations).*
- Section 12.0 – Meals: *Meals included in the registration fees or provided by another agency should be deducted from the per diem reimbursement allowance.*
- Section 15.0 – Travel Request Preparation and Reconciliation: *If funds are due to the City, which is a refund, monies shall be paid within ten business days to the City Cashier, otherwise the amount will be deducted from the employee's paycheck.*

A sample of eight (8) business trips conducted by the Division of Veteran and Military Affairs during the period of September 1, 2022 to January 23, 2024 was selected for review. The purpose of our review was to determine if the travel was in compliance with the City of El Paso *Travel Policy*. Our review identified the following non-compliance issues:

- Three (3) out of 8 (38%) business trips reviewed had a Travel Request Form that was not reconciled within five (5) working days after the completion of the travel. The Travel Request Form prepared for the:
 1. *2022 Annual AUSA Convention* at Washington, D.C. from October 9-13, 2022 was reconciled on November 2, 2022, fourteen (14) working days after the trip ended.
 2. *Veteran Resource Conference* at Nashville, Tennessee from July 25-27, 2023 was reconciled on August 9, 2023, nine (9) working days after the trip ended.
 3. *Installation Innovation Forum X* at Orlando, Florida from November 5-8, 2023 was reconciled on November 21, 2023, nine (9) working days after the trip ended.
- One (1) out of 8 (13%) business trips reviewed was missing the After-Travel Approval signature required on the Travel Request Form. A reimbursement of \$147.90 for Uber expenses was paid to the Military Program Administrator even though there was no After-Travel Approval signature on the Travel Request Form. The trip was for the *2022 Annual AUSA Convention* at Washington, D.C. from October 9-13, 2022.
- One (1) out of 8 (13%) business trips reviewed included a \$36.00 overpayment of per diem paid to the Military Program Administrator for meal expenses. The trip was for the *2022 Annual AUSA Convention* at Washington, D.C. from October 9-13, 2022.
 - The Military Program Administrator purchased and attended the October 12, 2022 - Marshall Memorial Reception & Dinner during the trip. The reception included dinner, which was not deducted from the per diem allowance used to calculate the traveler's meals.
 - The per diem rate for “Dinner” was \$36.00 for the timeframe and area traveled.

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

Recommendation

The Division of Veteran and Military Affairs should adhere to the Policies and Procedures outlined on the City of El Paso *Travel Policy* by:

- Reconciling travel expenses within five business days after completing the travel.
- Obtaining the required After-Travel Approval signature on the Travel Request Form to acknowledge the final reconciliation and approval of travel expenses incurred by the traveler.
- Ensuring the Military Program Administrator reimburses the City of El Paso for the \$36.00 overpayment for meal expenses.

Management's Response

As a newly formed division in the City of El Paso, Veteran and Military Affairs has utilized three different departments over the last 5 years to coordinate travel expenditures. Travel is paramount to the success of the division in order to identify key resources, programs, and policies implemented across the nation that have an opportunity to prove invaluable to the quality of life for our Veteran and Military Community. Relying on other department personnel to process travel in a timely, accurate, and effective manner in accordance with the published policies is not a best practice. The below outlines the upcoming tasks in this particular area for the Division of Veteran and Military Affairs to ensure policy compliance:

- The division recently hired a Research and Management Assistant as of 01/24 who has been specifically trained to process all travel performing the duties as a travel hub. Having a travel hub employed by the division allows the division manager to personally hold the employee accountable for errors in travel processing if warranted.
- Prior to travel, the traveler, and travel hub will discuss all aspects of the travel packet to ensure accuracy prior to obtaining a before travel signature.
- The Division Manager will follow up with supervisors outside of the division who are responsible for approving travel to obtain the required signature for after travel.
- The Military Program Administrator has reimbursed the City of El Paso for the \$36.00 overpayment on 8/13/24.

Responsible Party

Military Program Administrator

Implementation Date

Immediately

**City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02**

INHERENT LIMITATIONS

Because of the inherent limitations of internal controls, errors or irregularities may occur and not be detected. Also, projections of any evaluation of the internal control structure to future periods beyond the Audit Report date are subject to the risk that procedures may become inadequate due to changes in conditions, management override of internal controls, or that the degree of compliance with the procedures may deteriorate. This was a limited scope audit which only reviewed the areas stated in the Audit Objectives during the Audit Scope period. No representations of assurance are made to other areas or periods not covered by this audit.

CONCLUSION

We have concluded our work on the objectives of the Division of Military Affairs – Travel and Accounts Payable Audit. The audit evidence used in the analysis is sufficient and appropriate for addressing the objectives and supporting the findings and conclusion. In accordance with *Generally Accepted Government Auditing Standards*, we are required to conclude whether the Division of Veteran and Military Affairs met the objectives of this audit. Based on our audit work, we have determined that:

1. The Division of Veteran and Military Affairs met the audit objectives in the following areas:
 - Properly submitting and obtaining approval for travel expenditures before the travel is done.
 - Expenditures serving a Municipal Purpose for the City of El Paso.
 - Not incurring unallowable purchases.
2. The Division of Veteran and Military Affairs did not meet the audit objectives in the areas of:
 - Paying invoices within 30 calendar days of receiving the invoice from the vendor.
 - Check marking or noting vendor invoices to document evidence of mathematical review of quantities and dollar amounts on invoices.
 - Reconciling travel expenses within five business days after completing the travel.
 - Obtaining the required After-Travel Approval signature on the Travel Request Form to acknowledge the final reconciliation and approval of travel expenses incurred by the traveler.
 - Ensuring that meals included in the registration fees or provided by other agencies are deducted to from the traveler's per diem reimbursement allowance. The City of El Paso needs to be reimbursed for the \$36.00 overpayment paid to the Military Program Administrator for meal expenses.

We wish to thank the Division of Veteran and Military Affairs management and staff for their assistance and courtesies extended during the completion of this audit.

Signature on File

Edmundo S. Calderón, CIA, CGAP, CRMA, MBA
Chief Internal Auditor

Signature on File

Miguel Ortega, CGAP
Auditor III

Signature on File

Miguel Montiel, CIA, CGAP
Audit Manager

City of El Paso
Internal Audit Department
Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

Distribution:

Financial Oversight and Audit Committee

Cary Westin, Interim City Manager

Dionne Mack, Deputy City Manager

Paul Albright, Military Program Administrator



Internal Audit Department Division of Military Affairs – Travel and Accounts Payable Audit A2024-02

Objectives (Travel)

1. Determine if Travel Requests were properly approved/reconciled before and after travel.
2. Determine if Travel related transactions served a municipal purpose.
3. Verify that documentation supports travel expenditures.
4. Document areas where inefficiencies exist and internal controls are effective.

Objectives (Accounts Payable)

1. Determine if transactions were processed in accordance with the *Policy*.
2. Verify that documentation supports transactions.
3. Determine if transactions were reviewed and approved.
4. Determine if transactions served a municipal purpose.
5. Document areas where inefficiencies exist and internal controls are effective.

Scope

The time frame audited was Fiscal Years 2023 and 2024.

Finding 1

1. Ten (10) out of 10 vouchers had invoices with no evidence of mathematical review.
2. Four (4) out of 10 vouchers were not paid within 30 calendar days.

Recommendation

The Division of Veteran and Military Affairs Staff should:

1. Make notations to show the invoices were reviewed.
2. Pay invoices within 30 calendar days of receipt.

Finding 2

1. Three (3) out of 8 Travel Request Forms were not reconciled within five (5) days.
2. One (1) out of 8 Travel Request Forms were missing the After-Travel Approval.
3. One (1) out of 8 Travel Request Forms included a \$36.00 overpayment of Per-Diem expenses.

Recommendation

The Division of Veteran and Military Affairs Staff should:

1. Reconcile travel expenses within five business days.
2. Obtain the After-Travel Approval.
3. Ensure the Military Program Administrator reimburses the City for the \$36.00 overpayment.

Conclusion

The Division of Military Affairs met the audit objectives in the following areas:

1. Properly obtaining approval for expenditures before travel.
2. Expenditures served a Municipal Purpose.
3. Not incurring unallowable purchases.

Conclusion (Cont.)

The Division of Veteran and Military Affairs did not meet the audit objectives in the following areas:

1. Paying invoices within 30 calendar days.
2. Vendor invoices contained no evidence of review.
3. Reconciling expenses within five business days after travel.
4. Obtaining the required After-Travel Approval.
5. Ensuring meals provided by event are deducted from the Per-Diem payment.

Management Response

Finding 1 – Accounts Payable Vouchers

1. The week of August 2, 2024, the entire division, whether previously trained or not, was enrolled into City of El Paso's Accounting and Financial Basics Training Plan.
2. All future invoices will have the vendors math verified effective immediately.
3. The Division Manager, as well as the Research and Management Assistant, will ensure the date of invoices reflect the date services were rendered and not the date an invoice was created. The division will continuously monitor the applicable departments responsible to pay invoices within the 30-day requirement.

Management Response (Cont.)

Finding 2 – Travel Expenditures

1. The division recently hired a Research and Management Assistant as of 01/24 who has been specifically trained to process all travel performing the duties as a travel hub. Having a travel hub employed by the division allows the Division Manager to personally hold the employee accountable for errors in travel processing if warranted.
2. Prior to travel, the traveler, and travel hub will discuss all aspects of the travel packet to ensure accuracy prior to obtaining a before travel signature.
3. The Division Manager will follow up with supervisors outside of the division who are responsible for approving travel to obtain the required signature for after travel.
4. The Military Program Administrator has reimbursed the City of El Paso for the \$36.00 overpayment on 8/13/24.

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-421, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to accept the results of the Vehicle Allowance Program Analysis.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to accept the results of the Vehicle Allowance Program Analysis.

BACKGROUND / DISCUSSION:

The timeframe for this review was Fiscal Year 2023-2024. The analysis involved all City employees and elected Municipal Court Judges receiving a Vehicle Allowance payment in their payroll check.

The results documented statistical data regarding the Vehicle Allowance Program.

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Edmund S. Caldeira 3-24-2025

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



Vehicle Allowance Program Analysis

Issued by the
Internal Audit Department
July 8, 2024



Internal Audit Department

MAYOR
Oscar Leaser

DATE: July 8, 2024

TO: Members of the Financial Oversight and Audit Committee

FROM: Edmundo S. Calderon, CIA, CGAP, CRMA, Chief Internal Auditor

SUBJECT: Vehicle Allowance Program Analysis

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

**INTERIM CITY
MANAGER**
Cary Westin

The Internal Audit Department conducted an analysis of all City employees and elected Municipal Court Judges who receive a Vehicle Allowance. The analysis was performed based on inquiries by Financial Oversight and Audit Committee members regarding the City's Vehicle Allowance Program.

Background:

The current *Vehicle Allowance Program Policy* is dated August 31, 2015. Per the Policy, the Vehicle Allowance Program was designed for executive-level employees to receive an allowance intended to cover the cost of an automobile, vehicle insurance, maintenance, repairs and fuel. The City Manager is responsible for designating those positions that are eligible to participate in the Program.

The Policy states a Vehicle Allowance in the amount of \$350.00 per month is established for Department Head positions and above and a \$250.00 per month allowance for Assistant Department Heads. The allowance will be paid bi-weekly and added to the employee's paycheck which is subject to payroll taxes.

The Policy does not include employees who are entitled to receive a Vehicle Allowance in accordance to their respective Employment Contract or elected Municipal Court Judges whose Vehicle Allowance is established by the City's Budget Resolution.

The Policy states "...an employee may not receive both a car allowance and a City vehicle" except for the need to use special equipment, a marked City vehicle, or other special type of vehicle.

Objectives:

The objective of this engagement was to perform an analysis of all City employees and elected Municipal Court Judges receiving a Vehicle Allowance payment in their payroll check.

Methodology:

To achieve our audit objectives, we:

- Obtained a listing from the Human Resources Department of all City employees and elected Municipal Court Judges receiving a Vehicle Allowance including the dollar amount received by each person.
- Identified the City Departments and position titles of each Vehicle Allowance recipient.
- Performed an analysis of Vehicle Allowance recipient payments.
- Created tables to convey the results of the analysis.

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor

Internal Audit Department | 218 N. Campbell | El Paso, TX 79901

O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov



Internal Audit Department

MAYOR
Oscar Leaser

Results:
Based on our analysis, we have identified the following Observations:

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

**INTERIM CITY
MANAGER**
Cary Westin

OBSERVATION 1

Budget Resolution

The *Vehicle Allowance Program Policy* dated August 31, 2015 states that: "...elected Municipal Court Judges whose vehicle allowance is established by the City's Budget Resolution."

Our analysis of the City's Fiscal Year 2024 Budget Resolution revealed that the Resolution does not address Vehicle Allowance for Municipal Court Judges.

We reviewed the City's Fiscal Year 2023 Budget Resolution which also did not address Vehicle Allowance for Municipal Court Judges.

We identified six (6) Municipal Court Judges each receiving \$277.33 in a monthly Vehicle Allowance.

OBSERVATION 2

Salary Plan Classification

The Human Resources Department (HR) provided a listing of Vehicle Allowance recipients as of April 30, 2024. The listing contained the names of 96 recipients. The analysis identified that the City of El Paso is providing a yearly total of \$367,766.88 in Vehicle Allowance payments to civilian City employees, Fire Department personnel, and Municipal Court Judges.

The table below shows five (5) City Salary Plan classifications included in the Vehicle Allowance listing provided by HR and the count of how many recipients are included within each classification.

No.	Salary Plan Classification	Description	Recipient Count	Total Yearly Pmts. for all Participants within each Salary Plan
1	"A"	City Attorney Office	3	\$13,799.76
2	"EX"	Executive Level	68	\$254,198.36
3	"FMS002"	Fire Paramedic	2	\$8,400.08
4	"FS8"	Fire Personnel	17	\$71,400.68
5	"Judge"	Municipal Court Judge	6	\$19,968.00
Total Amount of Vehicle Allowance Pmts. per Yr.			96	\$367,766.88

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
O: (915) 212-0069 | D: (915) 212-1365 | Email: calderones@elpasotexas.gov



Internal Audit Department

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

**INTERIM CITY
MANAGER**
Cary Westin

OBSERVATION 3

Vehicle Allowance Payments

The analysis identified that 61 of 96 recipients (63.5%) are receiving a monthly Vehicle Allowance payment governed by either the *Vehicle Allowance Program Policy* or is provided by an Employee Contract.

Line #:	Monthly Vehicle Allowance Pmt.	Recipient Count	Recipient Description	Comment
1	\$250.00	32	Assistant Department Heads	Vehicle Allowance Program
2	\$350.00	26	Department Heads	Vehicle Allowance Program
3	\$500.00	2	City Manager and CRRMA Exec. Director	Provided by Employee Contract
4	\$650.00	1	City Attorney	Provided by Employee Contract
	# Recipients	61		

The remaining 35 of 96 recipients (36.5%) are receiving Vehicle Allowance payments not specified by the *Vehicle Allowance Program Policy*.

- Six (6) Municipal Court Judges are receiving monthly Vehicle Allowance payments of \$277.33. The amount of the allowance payments are not specified by the *Policy*. The City of El Paso Budget Resolution does not address the amount of payments either.
- Nineteen (19) Fire Personnel are receiving monthly Vehicle Allowance payments of \$350.00. The Human Resources Department provided an email to the Internal Audit Department dated September 2010 regarding payments to Fire Personnel. The email stated Fire Personnel would receive a \$350.00 monthly payment instead of using a City of El Paso vehicle to save on future vehicle replacement costs.
- Three (3) City employees are receiving a \$350.00 monthly Vehicle Allowance payment. Per the *Policy*, the \$350.00 monthly allowance payment has been established for Department Head positions and above. The 3 employees identified do not hold Department Head positions.
 1. Parks & Recreation Assistant Director – Parks & Recreation Department
 2. International Bridges Strategic Project Manager – International Bridges Department
 3. Special Projects Manager – Public Information Office – PEG
- Seven (7) recipients are receiving monthly Vehicle Allowance payments of \$400.00. The recipients include 4 Deputy City Managers, a Chief Operations Officer, a Chief Transit Officer and the City of El Paso Employees Retirement Trust (CERT) Executive Director. The *Vehicle Allowance Program Policy* does not specify criteria regarding the amount of monthly allowance payments provided to these recipients.

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Internal Audit Department

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INTERIM CITY

MANAGER

Cary Westin

OBSERVATION 4

Vehicle Allowance per City Department

The table below shows the City Departments with staff receiving a Vehicle Allowance and the approximate total dollar amount of payments paid per year.

No.	Department	Vehicle Allowance Paid per Year	Recipient Count
1	Fire Department	\$79,800.76	19
2	City Manager's Ofc.	\$22,000.42	5
3	Municipal Court Judges	\$19,968.00	6
4	MCAD	\$19,800.04	5
5	Capital Improvement	\$17,399.72	5
6	Environmental Svcs.	\$14,999.92	4
7	International Bridges	\$14,399.84	4
8	City Attorney Ofc.	\$13,799.76	3
9	Economic Development	\$10,199.80	3
10	Human Resources Dept.	\$10,199.80	3
11	Planning and Inspections	\$10,199.80	3
12	Streets & Maintenance	\$10,199.80	3
13	Sun Metro	\$10,199.80	3
14	Purchasing	\$8,999.64	3
15	Public Information Ofc.	\$8,400.08	2
16	Parks and Recreation	\$8,400.08	2
17	City Clerk Ofc.	\$7,199.92	2
18	DoITS	\$7,199.92	2
19	Library	\$7,199.92	2
20	Municipal Court	\$7,199.92	2
21	OTC	\$7,199.92	2
22	Tax Ofc.	\$7,199.92	2
23	CRRMA	\$6,000.02	1
24	Airport	\$4,800.12	1
25	CERT	\$4,800.12	1
26	Animal Services	\$4,200.04	1
27	Community & Human Dev.	\$4,200.04	1
28	OMB	\$4,200.04	1
29	Internal Audit Dept.	\$4,200.04	1
30	Zoo	\$4,200.04	1
31	Veteran & Military Affairs	\$2,999.88	1
32	Public Health	\$2,999.88	1
33	Transformational Ofc.	\$2,999.88	1
Total		\$367,766.88	96

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor

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Internal Audit Department

MAYOR

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CITY COUNCIL**District 1**

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District 7

Henry Rivera

District 8

Chris Canales

**INTERIM CITY
MANAGER**

Cary Westin

Conclusion:

Our analyses indicate non-compliance with the City's Vehicle Allowance Program with non-executives being paid a vehicle allowance. An in-depth audit of the Vehicle Allowance Program will be scheduled in the FY2024-2025 Audit Plan. The planned audit will compare Vehicle Allowance payments vs. the use of City Vehicles vs. the use of Take Home Vehicles.

If you have any questions please feel free to contact me.

cc: Cary Westin, Interim City Manager
Robert Cortinas, Deputy City Manager & Chief Financial Officer
Mary Wiggins, Chief Human Resources Officer

Edmundo S. Calderon, CIA, CGAP, CRMA – Chief Internal Auditor
Internal Audit Department | 218 N. Campbell | El Paso, TX 79901
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**Vehicle Allowance Program Analysis
Management Responses from
the Human Resources Department**

Response to Audit of Vehicle Allowance Program

August 16, 2024

Observation 1 –

The vehicle allowance for Municipal Court Judges was originally established and governed by the Budget Resolution. It may have been mistakenly omitted from last year's version, or a previous version. We are updating the Vehicle Allowance policy and will add the judges and their corresponding amount to the policy to ensure consistency.

Observation 2 –

There are different classifications listed in this report.

A – Attorneys are in a separate pay plan, so they are included under this classification, separate from other Unclassified employees.

EX – Executive level employees including Department Directors and Assistant Directors.

FMS002 - Fire employees who were included beginning in 2010. The decision was made to pay a car allowance rather than purchasing a new fleet.

FM8 - Fire employees who were included beginning in 2010. The decision was made to pay a car allowance rather than purchasing a new fleet.

Judges – These employee salaries are governed by the Budget Resolution and are in a different classification.

Observation 3 -

The remaining 35 of 96 recipients (36.5%) are receiving Vehicle Allowance payments not specified by the *Vehicle Allowance Program Policy*.

- (1) The City Judges are addressed in Observation #1. These will be added to the revised policy instead of relying on the Budget Resolution.

(2) In 2010, Leadership directed us to add specific Fire personnel to the policy. This decision was made due to vehicles that were being sent to auction and the direction to not replace those vehicles.

(3) The 3 employees identified do not hold Department Head positions.

- Parks & Recreation Assistant Director – Parks & Recreation Department - Joel McKnight was grandfathered into the policy because he already received the \$350 monthly allowance when the new policy was established. The City Manager, Tommy Gonzalez, did not want to take money away from him. Mr. McKnight terminated his employment with the City on July 5, 2024.
- International Bridges Strategic Project Manager – International Bridges Department – Carlos Olmedo was hired on August 17, 2015. His Offer letter contained a monthly Car Allowance. I questioned this allowance through email and was told Mr. Gonzalez authorized it. He referenced the following section:
“Additional employees authorized and approved to participate in the program will be paid the amount designated by the City Manager or his designee.”
- Special Projects Manager – Public Information Office – PEG – Julie Lozano was grandfathered into the policy because she already received the \$350 monthly allowance when the new policy was established. The City Manager, Tommy Gonzalez, did not want to take money away from her.

(4) These amounts do not correspond to the policy:

- Deputy City Managers, Chief Operations Officer, and Chief Transit Officer – The City Manager, Mr. Gonzalez, increased the amount to \$400 per month to these titles through an amended Offer letter. He referenced the following section:
“Additional employees authorized and approved to participate in the program will be paid the amount designated by the City Manager or his designee.”
- City of El Paso Employees Retirement Trust (CERT) Executive Director - Mr. Ash is not a City employee. His contract governs his amount, but we can add wording in the revised to policy to include his allowance.



Internal Audit Department Vehicle Allowance Program Analysis

Objectives

1. The objective was to perform an analysis of City employees and elected Municipal Court Judges receiving a Vehicle Allowance payment.

Scope

The time frame audited was Fiscal Year 2023-2024.

Observation 1

1. The FY2024 Budget Resolution does not address Vehicle Allowance payments for Municipal Court Judges, as required.
2. Six (6) Municipal Court Judges received a monthly Vehicle Allowance.

Observation 2

1. The analysis identified 96 employees receiving a total of \$367,766.88 annually.

Observation 3

1. The analysis identified 61 of 96 employee paid in accordance with *Policy*.
2. Remaining 35 consisted of:
 - 6 Municipal Court Judges.
 - 19 Fire Department personnel.
 - 3 City employees receiving payments per their Employment Agreement.
 - 7 City employees receiving payments in excess of the maximum.

Observation 4

1. We identified 33 departments with employees receiving a Vehicle Allowance.

Conclusion

1. Our analyses indicate non-compliance with the current City's Vehicle Allowance Program regarding payments.
2. A detail audit of the Vehicle Allowance Program will be scheduled in the FY2024-2025 Audit Plan.

Management Response

Observation 1

1. The Vehicle Allowance for Municipal Court Judges was originally established and governed by the Budget Resolution. It may have been mistakenly omitted from last year's version, or a previous version. We are updating the Vehicle Allowance policy and will add the judges and their corresponding amount to the policy to ensure consistency.

Management Response (Cont.)

Observation 2

There are different classifications listed in this report.

A - Attorneys are in a separate pay plan, so they are included under this classification, separate from other Unclassified employees.

EX - Executive level employees including Department Directors and Assistant Directors.

FMS002 - Fire employees who were included beginning in 2010. The decision was made to pay a car allowance rather than purchasing a new fleet.

Management Response (Cont.)

Observation 2 (Cont.)

FM8 - Fire employees who were included beginning in 2010. The decision was made to pay a car allowance rather than purchasing a new fleet.

Judges - These employee salaries are governed by the Budget Resolution and are in a different classification.

Management Response (Cont.)

Observation 3

The remaining 35 of 96 recipients (36.5%) are receiving Vehicle Allowance payments not specified by the Vehicle Allowance Program Policy.

1. The City Judges are addressed in Observation #1. These will be added to the revised policy instead of relying on the Budget Resolution.
2. In 2010, Leadership directed us to add specific Fire personnel to the Policy. This decision was made due to vehicles that were being sent to auction and the direction to not replace those vehicles.

Management Response (Cont.)

Observation 3 (Cont.)

3. The 3 employees identified do not hold Department Head positions.
 - Parks & Recreation Assistant Director – Parks & Recreation Department – Joel McKnight was grandfathered into the policy because he already received the \$350 monthly allowance when the new policy was established. The City Manager, Tommy Gonzalez, did not want to take money away from him. Mr. McKnight terminated his employment with the City on July 5, 2024.

Management Response (Cont.)

Observation 3 (Cont.)

- International Bridges Strategic Project Manager – Internal Bridges Department – Carlos Olmedo was hired on August 17, 2015. His Offer Letter contained a monthly Car Allowance. I questioned this allowance through email and was told Mr. Gonzalez authorized it. He reference the following section:

“Additional employees authorized and approved to participate in the program will be paid the amount designated by the City Manager or his designee.”

- Special Projects Manager – Public Information Office – PEG – Julie Lozano was grandfathered into the policy because she already received the \$350 monthly allowance when the new policy was established. The City Manager, Tommy Gonzalez, did not want to take money away from her.

Management Response (Cont.)

Observation 3 (Cont.)

4. These amounts do not correspond to the Policy:

- Deputy City Managers, Chief Operations Officer, and Chief Transit Officer – The City Manager, Mr. Gonzalez, increased the amount to \$400 per month to these titles through an amended Offer Letter. He referenced the following section:

“Additional employees authorized and approved to participate in the program will be paid the amount designated by the City Manager or his designee.”

- City of El Paso Employees Retirement Trust (CERT) Executive Director – Mr. Ash is not a City employee. His contract governs his amount, but we can add wording in the revised to policy to include his allowance.

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-422, 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

Internal Audit, Edmundo Calderon, (915) 212-1365

AGENDA LANGUAGE:

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

Discussion and action to approve the proposed amendments to the FY2024-2025 Audit Plan.

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



DEPARTMENT: Internal Audit

AGENDA DATE: 4/1/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Edmundo Calderon - Internal Audit

PHONE NUMBER: 915-212-1365

2nd CONTACT PERSON NAME: Elizabeth De La O

PHONE NUMBER: 915-212-1371

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

SUBJECT:

Discussion and action to approve the proposed amendments to the FY2024-2025 Audit Plan.

BACKGROUND / DISCUSSION:

On March 13, 2025, the Financial Oversight and Audit Committee (FOAC) approved the removal of the following audit engagements from the FY2024-2025 Audit Plan:

- Executive Vacation Request & Sick Leave Project
- El Paso Zoo – Memberships, Fund-Raising Activities, Attendance, Ticket Sales Audit
- P-Card Review – City Council & City Manager's Office

COMMUNITY AND STAKEHOLDER OUTREACH:

Not applicable

PRIOR COUNCIL ACTION:

Not applicable

AMOUNT AND SOURCE OF FUNDING:

Not applicable

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Not applicable

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Edmundo S. Calderon 3-24-2025

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

**City of El Paso
Internal Audit Department
FY2024-2025 Audit Plan
-Attachment 1-**

*As of 2/27/25

	Audit Hours	Admin Hours	Training Hours	Holiday/Leave Hours
First Quarter				
(CarryFwds) Pension Office Digitization and Cybersecurity Review (Start Date: 2/8/23; Report Date: 10/30/24)	50			
(CarryFwds) Sun Metro Money Room Internal Control Review (Start Date: 2/6/24; Report Date: 10/30/24)	50			
(CarryFwds) Water Parks Financial Review Follow Up Audit (Start Date: 5/23/24; Report Date: 7/22/24)	50			
(CarryFwds) U-Matter Card Program Review (Start Date: 6/3/24; Report Date: 7/30/24)	50			
(CarryFwds) Sun Bowl Game Audit (Start Date: 2/5/24; Report Date: 6/26/24)	50			
(CarryFwds) Accounts Receivable Program Follow Up Audit (Start Date: 6/13/24; Report Date: 7/31/24)	100			
(CarryFwds) Planning and Inspections - Permit Review Audit (Start Date: 1/29/24; Report Date: 10/22/24)	100			
(CarryFwds) SAM - Cyber Security Assessment Follow Up Audit (Start Date: 6/17/24; Report Date: 8/20/24)	100			
(CarryFwds) Health Department - Internal Control Review (Start Date: 6/26/24; Report Date: 12/3/24)	250			
(CarryFwds) Accounts Receivable - Hotel Occupancy Tax Audits (Start Date: 11/12/24; Report Date: In Progress)	250			
(CarryFwds) On-Call Services Agreement Audit (Start Date: 6/11/24; Report Date: In Progress)	300			
(CarryFwds) El Paso International Airport- Accounts Payable Audit (Start Date: 11/20/24; Report Date: In Progress)	500			
Citywide Sales Tax Analysis - Clearview	40			
Hotel Occupancy Tax Audits - Administration	50			
Franchise Fee Audits (Spectrum) - Administration	50			
TX Sales Tax Discovery - Administration	50			
City Employee Hotline	75			
Tax Office Refund Review Project	100			
Longevity Project	100			
Cyber Audits - Administration	300			
Contingency Hours	404			
Administrative Duties - Chief Internal Auditor		225		
Administrative Duties - Audit Manager		90		
Administrative Duties - Staff Auditors		560		
Auditor Training			135	
Vacation/Sick Leave/Holiday				651
Total for Quarter	3,019	875	135	651
Second Quarter				
Take Home Cars & Use of City Vehicles Project	250			
Executive Vacation Requests & Sick Leave Project	250			
Follow Up Audit: Streets & Maintenance - Permits Review Audit	250			
Parks Department - Permit Audit	500			
Budget Transfer Audit	500			
Citywide Sales Tax Analysis - Clearview	40			
Hotel Occupancy Tax Audits - Administration	50			
Franchise Fee Audits (Spectrum) - Administration	50			
TX Sales Tax Discovery - Administration	50			
City Employee Hotline	75			
Tax Office Refund Review Project	100			
Longevity Project	100			
Cyber Audits - Administration	300			
Contingency Hours	504			
Administrative Duties - Chief Internal Auditor		225		
Administrative Duties - Audit Manager		90		
Administrative Duties - Staff Auditors		560		
Auditor Training			135	
Vacation/Sick Leave/Holiday				651
Total for Quarter	3,019	875	135	651

**City of El Paso
Internal Audit Department
FY2024-2025 Audit Plan
-Attachment 1-**

*As of 2/27/25

	Audit Hours	Admin Hours	Training Hours	Holiday/Leave Hours
Third Quarter				
Yellow Book Self-Assessment	250			
Red Book Self-Assessment	250			
El Paso Zoo - Memberships, Fund-Raising Activities, Attendance, & Ticket Sales Audit	500			
Animal Services Facilities Upgrade, Change Orders, & Construction Compliance Audit	500			
P-Card Reviews: City Council & City Manager's Office - P-Card & Travel Review	250			
Citywide Sales Tax Analysis - Clearview	40			
Hotel Occupancy Tax Audits - Administration	50			
Franchise Fee Audits (Spectrum) - Administration	50			
TX Sales Tax Discovery - Administration	50			
City Employee Hotline	75			
Tax Office Refund Review Project	100			
Longevity Project	100			
Cyber Audits - Administration	300			
Contingency Hours	504			
Administrative Duties - Chief Internal Auditor		225		
Administrative Duties - Audit Manager		90		
Administrative Duties - Staff Auditors		560		
Auditor Training			135	
Vacation/Sick Leave/Holiday				651
Total for Quarter	3,019	875	135	651
Fourth Quarter				
Follow Up Audit: Division of Military Affairs - Travel & Acc. Payable Audit	250			
Follow Up Audit: Economic Development - 380 Agreement Monitoring Audit	250			
CID - Davis-Bacon Act Compliance & Certified Payroll Audit	500			
Emergency Solutions Grant (ESG) Program Audit	500			
SAM - Facility Maintenance Audit	500			
Citywide Sales Tax Analysis - Clearview	40			
Hotel Occupancy Tax Audits - Administration	50			
Franchise Fee Audits (Spectrum) - Administration	50			
TX Sales Tax Discovery - Administration	50			
City Employee Hotline	75			
Tax Office Refund Review Project	100			
Longevity Project	100			
Cyber Audits - Administration	300			
Contingency Hours	254			
Administrative Duties - Chief Internal Auditor		225		
Administrative Duties - Audit Manager		90		
Administrative Duties - Staff Auditors		560		
Auditor Training			135	
Vacation/Sick Leave/Holiday				651
Total for Quarter	3,019	875	135	651
Grand Total	12,076	3,500	540	2,604

Note: Budgeted hours estimate based on 9 fulltime staff members.



CITY OF EL PASO

FY 2024-2025 Annual Audit Plan - Deletions

Objectives

1. Executive Vacation Request and Sick Leave Project – 2nd Quarter
2. El Paso Zoo – Memberships, Fund Raising Activities, Attendance, Ticket Sales Audit – 3rd Quarter
3. P-Card Review – City Council and City Manager's Office – 3rd Quarter

Q & A



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-424, 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 Attorney's Office, Matt Marquez, (915) 212-0033

AGENDA LANGUAGE:

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

Ricardo Rubio, et al v. City of El Paso Department of Public Health, et al; Cause No. 2018DCV0735 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-425, 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 Attorney's Office, Matt Marquez, (915) 212-0033

AGENDA LANGUAGE:

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

Application of El Paso Electric Company to Implement Fuel Refund - PUC#57838; HQ#UTILITY-64 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-426, 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 Attorney's Office, Matt Marquez, (915) 212-0033

AGENDA LANGUAGE:

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

Application of El Paso Electric Company to Update its Generation Cost Recovery Rider Related to Newman Unit 6 - PUC#56225; HQ#UTILITY-31 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-427, 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 Attorney's Office, Oscar Gomez, (915) 212-0033

AGENDA LANGUAGE:

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

Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-428, 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 Attorney's Office, Karla M. Nieman, (915) 212-0033

AGENDA LANGUAGE:

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

Temporary restraining order regarding Sun Metro Facility fire of February 11, 2025. Cause No. 2025-CPR00364 (551.071)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-429, 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 Attorney's Office, Roberta Brito, (915) 212-0033

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

AGENDA LANGUAGE:

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

Discussion on purchase, exchange, lease, or value of real property in Eastside Extraterritorial Jurisdiction; HQ
24-2691 (551.071) (551.072)



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-441, 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.

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.

Discussion on economic development opportunities in Northeast El Paso, Texas. HQ#24-2438 (551.072)
(551.087)

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	Mark P. Sealy
Business Name	Sealy Leigh Fisher Blvd II, L.L.C.
Agenda Item Type	Ground Lease Assignment Approval
Relevant Department	Real Estate

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



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

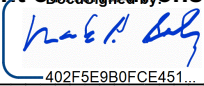
OR



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

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

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

Signature:  402F5E9B0FCE451... Date: 2/17/2025