

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 15, 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: 303-657-342#

AND

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

April 14, 2025

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 425-907-580#

Notice is hereby given that an Agenda Review Meeting will be conducted on April 14, 2025 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on April 15, 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:

Agenda Review, April 14, 2025 Conference ID: 425-907-580#

Regular Council Meeting, April 15, 2025 Conference ID: 303-657-342#

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

For Call to the Public:

<https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

To Speak on Agenda Items:

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

A quorum of City Council must participate in the meeting.

ROLL CALL

**INVOCATION BY THE MOST REVEREND ANTHONY C. CELINO, D. D., J.C.L., FIRST
AUXILIARY BISHOP OF THE DIOCESE OF EL PASO**

PLEDGE OF ALLEGIANCE

At the Invitation of City Representative Deanna Madonado-Rocha, Community Youth Advocate

David Serrano

MAYOR'S PROCLAMATIONS

Sexual Assault Awareness Month

Dia de los Niños, Dia de los Libros

WE HIKE: Hiking Safety Week

Riot Ten

Education & Sharing Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of the Minutes of the Regular City Council Meeting of April 1, 2025. [25-455](#)

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 [25-85](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager is authorized to sign a Memorandum of Agreement by and between the City of El Paso and The Texas A&M Engineering Service on behalf of its Texas A&M Task Force 1, to increase the effectiveness of the TX-TF1 Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2030. [25-470](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

4. That the Solid Waste liens on the attachment posted with this agenda be approved (See Attachment A). [25-380](#)

Districts 1, 4, 8

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

5. That the El Paso City Council hereby renames the street currently known as Boggiano Drive to Sanfeliz Hill Court, in its entirety, beginning at Turnberry Road and ending at Franklin Mountain State Park, illustrated on Exhibit "A" attached to the Resolution and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described. [25-437](#)

Location: East of Bandolero Dr. and North of Thunderbird Dr.

Applicant: Bret C. Preston and Maria A. Sanfeliz, SUNC24-00001

District 1

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

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

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

6. A Resolution that the Taxpayer, SABRÉ PAGE, 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 \$298.13 for the property with the following legal description: [25-451](#)

76 CHAPARRAL PARK LOT 3 (10643.63 SQ FT)

District 1

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

7. A Resolution that the Taxpayer, Arlette Y. Camacho, 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(k) of the Tax Code, in the amount of \$246.82 for the property with the following legal description: [25-452](#)

34 HIGHLAND PARK N 1/2 OF 17 TO 20 (6000 SQ FT)

District 2

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

8. That City Council hereby requires that all budget transfers requiring Council approval that are over \$1,500,000 and all contracts, bids, request for proposals or request for qualifications awards that are over \$1,500,000, be placed on the regular agenda of the City Council Meeting Agenda. [25-471](#)

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Office of Management and Budget, Bonnie Cordova, (915) 212-1092

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

9. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [25-442](#)

Request that the Director of Purchasing & Strategic Sourcing is authorized to notify TE of El Paso, LLC that the City is terminating Contract No. 2023-0168 Autocar Proprietary Parts and Service 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 15, 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

10. Scott Winton to the Regional Renewable Energy Advisory Council by Representative Art Fierro, District 6. [25-486](#)

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

11. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment B) [25-449](#)

All Districts

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

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

12. For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Renard Johnson in the amounts of \$1,000 Kirk Robison, \$2,500 from Lisa Peisen, \$5,000 from Ted Houghton, \$2,500 from Paige Fox, \$1,000 from Rick Lange, and \$500 from Jack Champman. [25-484](#)

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

13. Discussion and action to authorize the City Manager to submit a letter to the Texas District 3 Manager of the United States Postal Service in support of building additional facilities in Far East El Paso to support the amount of population increase in District 5. [25-481](#)

District 5

Members of the City Council, Representative Ivan Niño, (915) 212-0005

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

14. Discussion and action to support House Bill No.4591 “related to contributions to and benefits under certain fire and police pensions funds” as filed by Texas State Representative Mary Gonzalez. [25-483](#)

All Districts

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

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

15. Discussion and action that the City Council declares that the expenditure of the discretionary funds from City Council District 4 in an amount not to exceed \$350, to be used towards funding the registration costs to the Jacksonville Neighborhoods USA 50th anniversary conference for presidents or designees of the North Hills Neighborhood Pride Association, a recognized neighborhood association in District 4, serves a municipal purpose of cultivating an environment conducive to strong economic development, promoting the visual image of El Paso, enhancing El Paso’s quality of life and nurturing and promoting a healthy, sustainable community. [25-465](#)

District 4

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. Discussion and action to direct the City Manager and City Attorney to draft and present a City ordinance within 120 days that would require retail grocery stores to offer fair access to discount pricing to all consumers, regardless of their access to or familiarity with digital technology. The ordinance would further require any grocery store that sells goods in the City of El Paso and offers digital coupons and/or discounts via the Internet, text message, or a mobile/smartphone application, to make traditional, physical coupons with identical pricing available to consumers. [25-485](#)

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

17. Update on the February 3, 2025 City Council motion directing the City Manager to conduct an analysis of local, state, and federal funding sources that could help fund the design and construction of the Deck Plaza; and to request a formally adopted position statement from the Tax Increment Reinvestment Zone (TIRZ) #5 Board about potential boundary expansion and the use of TIRZ #5 funds for Deck Plaza design and/or construction activities; and to include said position statement from the TIRZ #5 in any work product or recommendation resulting from this item. [25-409](#)

District 8

**REGULAR AGENDA - OTHER BUSINESS AND PUBLIC HEARING AND SECOND
READING OF AN ORDINANCE:**

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

18. Discussion and action that the City Manager be authorized to execute a First Amendment of the Chapter 380 Economic Development Program Agreement, dated July 2, 2024, by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality and **NOTES LIVE INC.**, and its subsidiaries/affiliates a Colorado Corporation, incorporating a local preference for project-related hiring and procurement; updating project-related timelines; increasing the minimum investment to \$100,000,000; and increasing the real property acreage associated with the proposed development located at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas, 79924. [25-454](#)

District 4

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

19. 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

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: 303-657-342#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: <https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397>

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY

CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

20. An Ordinance changing the zoning of Lots 6-9, Block 1, Golden Hill Addition, 1814 & 1818 Arizona Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-438](#)

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: 1814 and 1818 Arizona Avenue
Applicant: Fernando and Frances S. Guijarro, PZRZ24-00001

District 8

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

PUBLIC HEARING WILL BE HELD ON MAY 13, 2025

21. An Ordinance granting Special Permit No. PZST24-00010, to allow for infill development with 50% parking reduction on the property described as Lots 6-9, Block 1, Golden Hill Addition, 1814 & 1818 Arizona Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [25-439](#)

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

Subject Property: 1814 and 1818 Arizona Avenue
Applicant: Fernando and Frances S. Guijarro, PZST24-00010

District 8

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

PUBLIC HEARING WILL BE HELD ON MAY 13, 2025

22. An Ordinance granting Special Permit No. PZST24-00016, to allow for infill development with reductions to average lot width, front, rear, and side yard setbacks and 100% parking reduction on the property described as Lot 9, Block 38, Magoffin Subdivision, 903 Park Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-440](#)

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

Subject Property: 903 Park Street
Applicant: Eleuteria Sandra Hering, PZST24-00016

District 8

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

PUBLIC HEARING WILL BE HELD ON MAY 13, 2025

23. An Ordinance changing the zoning of Tract 11B and Tract 12E, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-4 (Residential) and imposing a condition. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-445](#)

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: 8700 Pell Way
Applicant: Hector Saucedo and Rene Saucedo, PZRZ24-00013

District 7

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

PUBLIC HEARING WILL BE HELD ON MAY 13, 2025

24. An Ordinance changing the zoning of Tract 3-A-3 and Tract 5-A-1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas: Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-446](#)

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: Northwest of Zaragoza Rd. and West of North Loop Dr.
Applicant: North Goza LLC, PZRZ24-00009

District 7

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

PUBLIC HEARING WILL BE HELD ON MAY 13, 2025

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

25. An Ordinance amending Ordinance No. 10739 as amended by Ordinance Nos. 15658, 15167, 15006, 12909, and 12141, and amending the Budget Resolution Fee Schedule to revise the Overdue Fines for Materials charged by the El Paso Public Library to \$0.00 and forgive any outstanding fine balance for overdue materials.

[25-401](#)

All Districts

Libraries, Norma P. Martinez, (915) 212-3200

PUBLIC HEARING WILL BE HELD ON APRIL 29, 2025

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

26. The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation environment.

[25-448](#)

Award Summary:

Discussion and action on the Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-487R Financial and Planning Services to Garver LLC and Ricondo & Associates, Inc. This change order will increase referenced contracts by \$625,000.00 for a total estimated amount not to exceed \$3,125,000.00. This change order will increase the capacity of the contract to cover services through its expiration on September 16, 2025.

Department: El Paso International Airport

Supplier 1: Garver LLC

City & State: El Paso, TX

Current Contract Estimated Amount: \$1,250,000.00

Change Order Amount: \$312,500.00

Total Estimated Amount not to Exceed: \$1,562,500.00

Supplier 2: Ricondo & Associates, Inc.

City & State: Chicago, IL

Current Contract Estimated Amount: \$1,250,000.00

Change Order Amount: \$312,500.00

Total Estimated Amount not to Exceed: \$1,562,500.00

Current Contracts Estimated Amount: \$ 2,500,000.00

Total Change Order Amount: \$625,000.00

Total Estimated Amount not to Exceed: \$3,125,000.00

Account(s): 562-3000-521160-62030-P6201
Funding Source(s): Airport Enterprise Funds
District(s): 3

This was a Request for Proposals Award - service contract.

District 3

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Airport, Tony Nevarez, (915) 212-7301

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

27. The linkage to the Strategic Plan is subsection: 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner. [25-444](#)

Award Summary:

Discussion and action on the award of Solicitation 2025-0183 Tierra del Este Trail Improvements to LDCM Solutions, LLC for a total estimated amount of \$893,623.00. This project is for the construction of a new trail that will connect existing trails at Rainbow Vista Park and Holly Springs Linear Park.

Department: Capital Improvement
Award to: LDCM Solutions, LLC
City & State: El Paso, TX
Item(s): All
Contract Term: 210 Consecutive Calendar Days
Base Bid I: \$758,489.00
Additive Alternate: \$135,134.00
Total Estimated Award: \$893,623.00
Account(s): 190-4800-29010-580270-PCP13PRKE01L
Funding Source(s): 2012 Quality of Life Bond
District(s): 5

This was a Low Bid Procurement - lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvements Departments recommend award as indicated to LDCM Solutions, 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.

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.

District 5

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

28. The linkage to the Strategic Plan is subsection: 7.2 - Improve Competitiveness Through Infrastructure Improvements Impacting the Quality of Life.

[25-443](#)

Award Summary:

Discussion and action that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0276 Autocar Proprietary Parts and Service to TE El Paso, LLC dba Vernon Gene's Megastore, the sole and authorized distributor, for a term of three (3) years for an estimated amount of \$1,140,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar proprietary parts and service.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$465,000.00 for the initial term, which represents a 68.89% increase due to price increases and additional contract capacity to maintain parts inventory.

Department: Streets & Maintenance

Award to: TE El Paso, LLC dba Vernon Gene's Megastore

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: N/A

Total Contract Time: 3 Years

Annual Estimated Award: \$380,000.00

Initial Term Estimated Award: \$1,140,000.00

Option Term Estimated Award: N/A

Total Estimated Award: \$1,140,000.00

Account(s): 532-3600-531250-37020-P3701 (Service)

532-3600-531210-37020-P3701 (Parts)

Funding Source(s): Internal Service 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 - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Streets & Maintenance Departments recommend award as indicated to TE El Paso, LLC dba Vernon Gene's Megastore 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.

All Districts

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

29. 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
30. 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
31. 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
32. 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

Goal 3: Promote the Visual Image of El Paso

33. 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. [25-228](#)
- 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
- District 3**
Planning and Inspections, Philip Etiwe, (915) 212-1553

34. 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.

[25-346](#)

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

District 4

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1604

REGULAR AGENDA - OTHER BUSINESS:

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

35. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 320 W. San Antonio, El Paso, Texas, and further described as a portion of Block 31, according to the Mills Map of the City of El Paso, El Paso, County, Texas, and a portion of Old Sonora Street (now closed), for the purchase price of \$2,450,000.00.

[25-472](#)

Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

36. Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 301 W. Overland, El Paso, Texas, and further described as 159 feet on Chihuahua Street X 120 feet on Overland Street, Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso, County, Texas, for the purchase price of \$2,340,000.00.

[25-474](#)

Further, the City Manager or designee is authorized to: (1) execute a Contract

of Sale with Lynx Industries Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

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

37. Discussion and action on a Resolution adopting the 2024 Prevailing Wage Rates for each craft or classification of worker in Building Construction Trades and Heavy and Highway Construction Trades and authorizing the City Engineer, when necessary, to clarify the definitions of work performed by each craft or type of worker. The effective date for said wage rates to be April 15, 2025. [25-450](#)

All Districts

Capital Improvement Department, Gilbert Guerrero, (915) 212-1803

38. Discussion and action that the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Defense Compatible Use and Installation Resilience grant program ("Grant Program") requesting funds in the amount of \$360,000.00 from the Grant Program, with a \$50,000.00 match required from the City, for a total of \$410,000.00 for the Fort Bliss SHIELD Study Project. [25-453](#)

All Districts

City Manager's Office, Omar Martinez, (915) 525-0361

EXECUTIVE SESSION

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

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED

MEETING

ADJOURN

NOTICE TO THE PUBLIC:

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

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

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

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-455, 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 April 1, 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

April 1, 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, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales. Late arrival: Cynthia Boyar Trejo at 9:10 a.m. Early departure: Deanna Maldonado-Rocha at 11:45 a.m.

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

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Maldonado-Rocha, 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, Limón, and Canales
NAYS: None

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

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

1. *Motion made, seconded, and unanimously carried to **APPROVE, AS REVISED**, the Minutes of the Regular City Council Meeting of March 18, 2025 to include the notation of contributions related to item 42, and **APPROVE** the Minutes of the Agenda Review Meeting of March 17, 2025 and the Work Session of March 17, 2025.

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

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMEBERS

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

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

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

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

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

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

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

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

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

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

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

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso (the "City") and the El Paso County Sheriffs Office ("Sheriff") for the purpose of destroying

confiscated narcotics, as well as confidential trash and evidence, for a period of one (1) year.

6.

***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.

7.

***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.

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

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.

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

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.

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

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.

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

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.

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

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 Lot 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.

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

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 Lot 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.

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

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.

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

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.

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

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

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

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

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

10508 Hermes Dr, more particularly described as Lot 17 (7899 Sq Ft), Block 29, Apollo Heights Subdivision, City of El Paso, El Paso County, Texas, PID #A642-999-0290-3300

to be \$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.

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

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.

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

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.

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

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.

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, EL PASO 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 Lot 2 & 3 W Pt of ! (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.

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

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.

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

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.

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

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 Lot Pt of 4 (21481 Sq Ft), Block , Old Fort Bliss W Subdivision, 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.

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

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.

Representatives Fierro and Limón commented.

The following City staff members commented:

- Mr. Nicholas Ybarra, Environmental Services Director
- Ms. Josette Flores, Deputy City Attorney

9.

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.

Representative Canales commented.

Ms. Mary Lou Espinoza, Capital Assets Manager, commented.

Ms. Lisa Turner, citizen, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA**.

2ND AND FINAL MOTION

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

10.

***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)

11.

***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)

12

***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 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)(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, 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:

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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)(1) of the Tax Code in the amount of \$97.59, for the property with the following legal description:

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

13.

***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.

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

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

14. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Kenneth Bell to the Fair Housing Task Force, as an alternate member, by Representative Deanna M. Rocha, District 3.
15. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Michael Adjemian to the City Accessibility Advisory Committee by Representative Deanna M. Rocha, District 3

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

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

16. *Motion made, seconded, and unanimously carried to **APPOINT** Patricia A. Macias to the Ethics Review Commission by Representative Art Fierro, District 6.

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

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

17. ***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.

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

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.

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

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.

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

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.

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

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.

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

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.

.....
18. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds greater than \$2,500 listed below:

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)
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)

.....
The Regular City Council meeting was **RECESSED** at 10:10 a.m. in order to convene the Mass Transit Department Board meeting.

The Regular City Council meeting was **RECONVENED** at 10:44 a.m.

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

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

19. RESOLUTION
.....

WHEREAS, the Representative of District 6 desires to use discretionary funds for the municipal 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.

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

Motion made by Alternate Mayor Pro Tempore Fierro, 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 6: Set the Standard for Sound Governance and Fiscal Management
.....

20.

R E S O L U T I O N

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.

Representatives Boyar Trejo and Canales commented.

Ms. Lisa Turner, citizen, commented.

Motion made by Representative Boyar Trejo, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

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

NAYS: None

-
- 21. ITEM:** 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.

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

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Yvette Hernandez, Deputy City Manager, commented.

The following members of the public commented:

1. Mr. Rick Bonart
2. Ms. Lisa Turner

Motion made by Representative Canales, seconded by Representative Limón, 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 beyond the 2012 Quality of Life Bond program; and to further direct that the work product related to this item be presented to the City Council for consideration within 30 days.

AYES: Representatives Limón and Canales

NAYS: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, and Fierro
THE MOTION FAILED.

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

22.

RESOLUTION

WHEREAS, by Resolution of March 13, 2007, the City Council of the City of El Paso created the Camino Real Regional Mobility Authority (CRRMA) and named its initial Board;

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for CRRMA Board positions expire on February 1 of each year;

WHEREAS, in an effort to ensure the continuity of the CRRMA through the avoidance of any vacancies in City-appointed positions of the CRRMA Board, the City Council desires to make appointments to Positions 1, 2, 4, and 6, which shall become effective on April 1, 2025.

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

That the City of El Paso hereby appoints the following board members to the Camino Real Regional Mobility Authority Board for the position(s) identified below, which shall take effect on April 1, 2025:

1. Mathew McElroy, Position 6, term expires 2/1/27
2. Lina Ortega, Position 2, term expires 2/1/27
3. Robert Palacios, Position 4, term expires 2/1/27
4. Monica Perez, Position 1, term expires 2/1/26

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

Representative Limón asked the record to reflect that she would have liked to vote NO on numbers 1, 2, and 3 and YES for Monica Perez.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Laura Prine, City Clerk

Ms. Lisa Turner, citizen, commented.

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

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

NAYS: Representative Limón

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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.

Ms. Margarita Marin, Deputy Chief Financial Officer, introduced the item.

Ms. Rachel Ormsby, Partner at Forvis Mazars, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representative Canales commented.

NO ACTION was taken on this item.

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Mr. Darnell Johnson III
2. Ms. Elizabeth Crawford
3. Ms. Claudia P. Contreras
4. Ms. Sarah Brown
5. Ms. Barbara Valencia
6. Mr. Ron Comeau
7. Ms. Karen Washington
8. Mr. Rick Bonart
9. Mr. Joshua Simmons
10. Mr. Arnulfo Hernandez
11. Mr. Abel Rodriguez Jr.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

Motion made by Representative Limón, seconded by Representative Fierro, 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, Boyar Trejo, Niño, Fierro, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Acevedo and Maldonado-Rocha

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.

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.
-
- 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.
-

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.
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.

PUBLIC HEARING WILL BE HELD ON APRIL 15, 2025 FOR ITEMS 24 THROUGH 28

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

29. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **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.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

REGULAR AGENDA – OTHER BUSINESS:

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

30.

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 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 \$195,338.65 from unprogrammed project balances to the Penguin Exhibit project,
3. Transfer \$285,980.63 from unprogrammed project balances to complete the Doniphan & West Green Traffic Signal project; and
4. 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
2025-0549	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

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution as **REVISED**.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

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

Representatives Acevedo and Canales commented.

The following City staff members commented:

- Mr. Edmundo Calderon, Chief Internal Auditor
- Ms. Josette Flores, Deputy City Attorney

NO ACTION was taken on this item.

32. ITEMS 32 THROUGH 35 WERE TAKEN TOGETHER

ITEM: Discussion and action to accept the results of the Department of Public Health - Internal Control Review P2024-03.

33. ITEM: Discussion and action to accept the results of the Sun Metro Money Room - Internal Control Review P2024-01.

34. ITEM: Discussion and action to accept the results of the Division of Military Affairs - Travel and Accounts Payable Audit Report A2024-02.

35. ITEM: Discussion and action to accept the results of the Vehicle Allowance Program Analysis.

Representatives Acevedo and Canales commented.

Mr. Edmundo Calderon, Chief Internal Auditor, commented.

Motion made by Representative Acevedo, seconded by Representative Niño, and unanimously carried to **ACCEPT** the results for Items 32 through 35.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Limón, and Canales

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Maldonado-Rocha and Fierro

36. ITEM: Discussion and action to approve the proposed amendments to the FY2024-2025 Audit Plan.

Representatives Chávez and Acevedo commented.

Mr. Edmundo Calderon, Chief Internal Auditor, commented.

Motion made by Representative Acevedo, seconded by Representative Niño, and unanimously carried to **APPROVE** the proposed amendments to the FY2024-2025 Audit Plan removing the P-Card review and executive vacation request and sick leave project and keeping the El Paso Zoo audit in the current audit plan.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

EXECUTIVE SESSION

Motion made by Representative Niño, seconded by Representative Boyar Trejo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 12:52 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the 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, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried to **ADJOURN** the Executive Session at 2:24 p.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

EX1. Ricardo Rubio, et al v. City of El Paso Department of Public Health, et al; Cause No. 2018DCV0735 (551.071)

NO ACTION was taken on this item.

EX2. Application of El Paso Electric Company to Implement Fuel Refund - PUC#57838; HQ#UTILITY-64 (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 Niño verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

Representative Limón verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

Motion made by Mayo Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to file an intervention in the *Application of El Paso Electric Company to Implement an Interim Fuel Refund*, under the Texas Public Utility Commission, Docket No. 57838, in Matter Number HighQ Utility-64, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

-
- 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)

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 Niño verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

Representative Limón verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

NO ACTION was taken on this item.

-
- 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 Niño verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

Representative Limón verbally disclosed a contribution received from El Paso Electrical Employee Political Action Committee.

NO ACTION was taken on this item.

-
- EX5.** 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.

-
- EX6.** Discussion on purchase, exchange, lease, or value of real property in Eastside Extraterritorial Jurisdiction; HQ 24-2691 (551.071) (551.072)

NO ACTION was taken on this item.

-
- EX7.** Discussion on economic development opportunities in Northeast El Paso, Texas. HQ#24-2438 (551.072) (551.087)

NO ACTION was taken on this item.

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 2:27 p.m.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-85, 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 #: 25-470, 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, Jonathan P. Killings, (915) 212-5665

AGENDA LANGUAGE:

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

That the City Manager is authorized to sign a Memorandum of Agreement by and between the City of El Paso and The Texas A&M Engineering Service on behalf of its Texas A&M Task Force 1, to increase the effectiveness of the TX-TF1 Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2030.

**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

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

That the City Manager is authorized to sign a Memorandum of Agreement by and between the City of El Paso and The Texas A&M Engineering Service on behalf of its Texas A&M Task Force 1, to increase the effectiveness of the TX-TF1 Water Rescue Program to begin on the date of the last signature and shall be in force until March 31, 2030.

Approved this ____ day of _____ 2025.

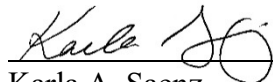
CITY OF EL PASO

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 Killings, Fire Chief
El Paso Fire Department



USE OF TEEX EQUIPMENT BY NON-TEEX EMPLOYEE

EQUIPMENT CHECKLIST:

DESCRIPTION	INVENTORY #	SERIAL #
TRAILER	9127108	4LYBG161XRH002389
TRAILER	912-7111	4LYBG1612RH003049
Boat, Zodiac 420	716F149	XMPDS820A424
Boat, Zodiac 420	716F148	XMPDS821A424
Engine, Tohatsu	716F156	052172BC
Engine, Tohatsu	716F154	052158BC
MSAT	TEEX	TEEX
		El Paso FD

I understand that I am under financial liability for loss or damage to the above item(s) if the loss or damage results from my negligence, intentional act, or failure to exercise reasonable care, safeguard, maintain, and service it (them).

PROPERTY MUST BE FOR DESIGNATED USE ONLY!

User's signature: _____

Printed name: Jonathan Killings

Telephone number: (915) 212-5600

Cell Number: (915) 212-5600

Date Out: 11/2024

Expected Date of Return: March 31, 2030

.....

This form is to be retained by the party responsible for maintaining equipment records and inventory until the property is returned.

TEEX Signature: _____

Printed Name: Chastity Gams

Additional information as needed:

Memorandum of Agreement

Between

**The Texas A&M Engineering Extension Service
on Behalf of its Texas A&M Task Force 1 (TX-TF1)**

And

El Paso Fire Department I

This Memorandum of Agreement ("MOA") is entered into by and between Texas A&M Engineering Extension Service ("TEEX") on behalf of its Texas A&M Task Force 1 ("TX-TF1") and El Paso Fire Department (the "Participating Agency").

I. Definitions

1. Member: An individual who has been formally accepted into TX-TF1, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance of TX-TF1 Standard Operating Guidelines (SOG).
2. Participating Agency Equipment: Vehicles, boats, trailers, and other equipment owned by the Participating Agency.
3. TEEX Equipment: TX-TF1 vehicles, boats, trailers, and other equipment owned by the State of Texas.
4. TX-TF1 Sponsored Training: Training and/or exercises performed at the direction, control, or funding of TX-TF1.

II. Scope

The provisions of this MOA apply to bailment of State of Texas owned equipment and use of approved Participating Agency equipment for the express purpose of providing specialized equipment necessary for emergency response to rescues and evacuations during floodwater and swift water events.

These responses may be local or regional to the Participating Agency or may be statewide, or out of state via Emergency Management Assistance Compact (EMAC) request. The Participating Agency must already have an active MOU with TX-TF1.

III. Period of Performance

This MOA shall begin on the date of the last signature and shall be in force until the first to occur of either March 31, 2030, or termination by one or both parties by 30 days' advance written notice to the other party. Prior to or on the termination date, this MOA may be reviewed for re-issuance and affirmed with the signing of a new MOA between both parties, not to exceed a maximum period of five years.

IV. Responsibilities

A. TX-TF1 Responsibilities:

1. TX-TF1 shall determine and provide TEEX Equipment for bailment based on the needs associated with the geographical area of response of the Participating Agency. TEEX Equipment may be made

5. Participating Agency shall provide qualified staffing and TEEX Equipment within two (2) hours of notification by TX-TF1.
6. Participating Agency shall provide the number of vehicle(s) capable of safely towing the assigned TEEX Equipment and transporting the Participating Agency's assigned Members throughout the deployment time period. If the Participating Agency is unable to provide vehicle resources for the response they may request use of rental vehicles by contacting TX-TF1.
7. Upon activation for a state deployment or EMAC response, the Participating Agency shall provide a completed ICS-218 "Support Vehicle/Equipment Inventory" form listing all TEEX Equipment, Participating Agency Equipment, and rental vehicles to be used during the response. Any changes to the ICS-218 form must have prior approval.
8. Participating Agency Members are expected to bring all appropriate personal protective equipment (PPE) to complete the mission. Items that a Participating Agency wishes to bring outside of appropriate PPE and those listed on the ICS-218 form, require prior written approval by TX-TF1 Director or designee. Unapproved Participating Agency Equipment that is lost, damaged, or stolen will be the sole responsibility of the Participating Agency.
9. Participating Agency must notify TX-TF1 of lost, damaged, or stolen TEEX Equipment and/or approved Participating Agency Equipment as soon as possible, but not later than 24 hours after damage or loss occurred or is discovered. Participating Agency Member(s) shall provide written documentation to include photos providing details of damage or loss, to include who was involved, what happened, why, when, and where damage or loss occurred. If damage or loss was the result of an accident, the appropriate accident forms and procedures must be completed according to established timelines. If the TEEX or Participating Agency Equipment is stolen, the police report shall be provided to TEEX.
10. If the Participating Agency is unable to accept a deployment mission, the Participating Agency shall make all TEEX Equipment available for temporary reassignment by TX-TF1 to other Participating Agencies or personnel.
11. Participating Agency certifies that the credentials of participating Member(s) provided by El Paso Fire Department meet the latest NFPA 1006 Standard for Technical Rescuer Professional Qualifications.

The following items apply if Participating Agency houses prepositioned TEEX Equipment at Participating Agency's facility:

1. Participating Agency shall store all TEEX Equipment indoors and in a secure facility.
2. Participating Agency shall perform and document routine and preventive maintenance of the TEEX Equipment.
3. Participating Agency shall provide for the repair or replacement of the TEEX Equipment if damaged, lost, or stolen when not being used, maintained or stored in an agreed upon manner or by individuals not approved by TX-TF1 in the use of the TEEX Equipment.

4. Participating Agency shall provide monthly updates to TX-TF1 on the use of the TEEX Equipment and standard records indicating the regular maintenance of the TEEX Equipment in accordance with TX-TF1 policy.
5. Participating Agency shall make issued TEEX Equipment available for inspection by officials of TX-TF1 on a semi-annual basis either at the Participating Agency facility or at a TX-TF1 Sponsored Training.
6. Upon termination of the MOA by either party, the Participating Agency shall return the TEEX Equipment to TX-TF1 in the same condition as when it was received with considerations for reasonable wear and tear, as determined by TEEX's representative.

V. General Provisions

A. Title

1. The TEEX Equipment remains the property of the State of Texas and the Participating Agency may not encumber the title to the issued TEEX Equipment in any way.
2. Participating Agency may not modify, transfer, or loan the issued TEEX Equipment to a third party without the written permission of TX-TF1.

B. Liability

1. Participating Agency shall assess the risk that may be applicable under this MOA and obtain and maintain such insurance coverage as Participating Agency deems appropriate and prudent.
2. TX-TF1 provides the TEEX Equipment "as is" and disclaims the warranties of fitness for a particular purpose and all other warranties, express or implied. Participating Agency is solely responsible for determining the appropriateness of using the TEEX Equipment and, to the extent permitted by law, assumes any risks associated with such use.
3. Each party is solely responsible for its own acts under this MOA to the extent permitted under the laws of the State of Texas.
4. Except as specifically provided, each party shall bear its own costs and expenses incurred under this MOA without expectation of reimbursement from the other party.
5. Participating Agency assumes all risk and liability of property damage, personal injury and death resulting from use of the TEEX Equipment. Participating Agency shall, to the extent allowed by law, release and indemnify TEEX, TX-TF1, The Texas A&M University System, and its regents, officers, employees, representatives, agents, and volunteers for any claim related to Participating Agency's use of the TEEX Equipment.

C. Additional Provisions

1. This MOA is not intended to create a partnership, joint venture, or employment relationship between TX-TF1 and Participating Agency. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

2. Any notices required or permitted under this MOA will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

TX-TF1: [200 Technology Way, College Station, TX 77845]

Participating Agency: [416 N Stanton, El Paso, TX 79901]

3. This MOA constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this MOA. This MOA may be amended only by a subsequent written agreement signed by authorized representatives of both parties. In the event of a conflict between the terms of this MOA and any other documents constituting part of this MOA, the terms of this MOA shall control.
4. This MOA is assignable only with the written consent of both parties.
5. This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.
6. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEEX is to be in the county in which the principal office of TEEX's governing officer is located.
7. The failure of either party at any time to require performance by the other party of any provision of this MOA will in no way affect the right to require such performance at any time thereafter nor will the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
8. Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
9. Each party shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this MOA.
10. In case any one or more of the provisions contained in this MOA shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this MOA shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOA that are required by changes in federal or state law or regulations are automatically incorporated into the MOA without written amendment hereto and shall become effective on the date designated by such law or by regulation.
11. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this MOA for failure or delay in fulfilling or performing any obligation under this


Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

12. This MOA may be signed in counterparts each one of which is considered an original but all of which constitute a single instrument.

Participating Agency hereby acknowledges that they have read and understand this entire MOA. All oral or written agreements between the parties hereto relating to the subject matter of this MOA that were made prior to the execution of this MOA have been reduced to writing and are contained herein. Participating Agency shall abide by all terms and conditions specified herein and certify that the information provided to TX-TF1 is true and correct in all respects to the best of their knowledge and belief.

This MOA is entered into by the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE, on behalf of its Texas A&M Task Force 1:

	Authorized Signature	David Coatney	4/7/25
		Printed Name	Date
200 Technology Way	College Station	TX, 77845	
Address	City	State, Zip	
(979) 458-6797	37167167164025		
Phone Number	TX VIN		

PARTICIPATING AGENCY:

The City of El Paso
 Agency Name

Authorized Signature	Dionne Mack	Date
	Printed Name	
416 N Stanton	El Paso	Texas, 79901
Address	City	State, Zip
(915) 212-5665	17460007499-014	
Phone Number	TX VIN	

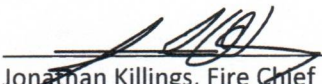
available for an extended time period or on an as needed basis and shall be determined by TX-TF1 staff.

2. TX-TF1 shall provide the TEEX Equipment in good working order with associated supplies and items necessary for emergency response and maintenance of the equipment, but TX-TF1 makes no warranties as to the condition of the TEEX Equipment.
3. TX-TF1 will provide training in the maintenance and reporting requirements of the TEEX Equipment.
4. TX-TF1 will direct and coordinate the maintenance and or repair of the TEEX Equipment other than routine and preventative maintenance.
5. If the Participating Agency is issued TEEX Equipment for prepositioned use, the full list of TEEX Equipment and corresponding identification numbers will be recorded in an appendix to this MOA. Any temporary changes to issued TEEX Equipment will be documented on an ICS-213 "General Message" form while any permanent changes will be amended in the appendix.
6. If the Participating Agency is issued TEEX Equipment on an as-needed basis, the full list of TEEX Equipment and corresponding identification numbers will be recorded on an ICS-213 form by TX-TF1 Staff and tracked until that TEEX Equipment is returned to TX-TF1 at the end of the needed period of time.
7. TX-TF1 will reimburse the Participating Agency for costs associated with state deployment or Emergency Management Assistance Compact ("EMAC") response of the TEEX Equipment and Participating Agency Equipment as listed on an ICS-218 "Support Vehicle/Equipment Inventory" form.
 - i. Costs include fuel for the TEEX Equipment, fuel for Participating Agency boat motors, fuel or standard mileage charges for Participating Agency owned vehicles(s), and repair or replacement of Participating Agency owned vehicles to include standard gear load-out, boats, and trailers damaged due to deployment subject to TX-TF1's procedures for such reimbursements.
 - ii. All costs incurred by the Participating Agency for activities outside of a state deployment or EMAC response are the sole responsibility of the Participating Agency and are not subject to reimbursement request of TX-TF1.

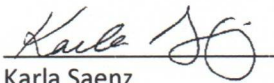
B. The Participating Agency Responsibilities:

1. Participating Agency shall make the TEEX Equipment available for TX-TF1 sponsored training and response when requested by TX-TF1.
2. Participating Agency may only use the TEEX Equipment for the intended purpose under this MOA.
3. Participating Agency may use the assigned TEEX Equipment for local or regional response outside of a State of Texas deployment, and/or training events outside of TX-TF1 Sponsored training events but does so at its own expense.
4. Participating Agency shall provide Members in number and skill level that is required for the safe utilization of the TEEX Equipment for each response as requested by TX-TF1.

APPROVED AS TO CONTENT:


Jonathan Killings, Fire Chief
El Paso Fire Department

APPROVED AS TO FORM:


Karla Saenz
Assistant City Attorney



Legislation Text

File #: 25-380, 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, 4, 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 15, 2025

Address	Owner of Record	Amount	District
L070-999-0060-0800	TROPICANA DEVELOPMENT INC	\$354.00	1
1299 SOUTHWESTERN DR	MARCENA SARAH	\$385.00	1
C232-999-0060-7900	HACKETT PROPERTIES LLC & EST OF A B ROLAND	\$1,302.00	4
X581-999-129C-0414	PUEBLA INVESTMENTS LP	\$1,610.75	4
1907 OLIVE AVE	TREX RE LLC	\$458.00	8

RESOLUTION

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

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

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

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

Lot 8 (Private Access & Landscape Easment, Block 6, La Puesta
Del Sol #1 Subdivision, City of El Paso, El Paso County, Texas, PID
#L070-999-0060-0800

to be \$354.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 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 FIFTY FOUR AND 00/100 DOLLARS (\$354.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

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, MARCENA SARAH, 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:

1299 Southwestern Dr, more particularly described as Lot 27 (7700 Sq Ft) Block 2, Scenic Heights Subdivision, City of El Paso, El Paso County, Texas, PID # S171-999-0020-5300

to be \$385.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of 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 FIVE AND 00/100 DOLLARS (\$385 .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:

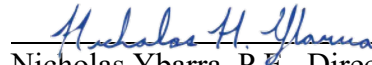
Laura D. Prine
City Clerk

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

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

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

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

E Pt Of 8 (16.6531 Ac), Block 6, Castner Range Subdivision, City
of El Paso, El Paso County, Texas, PID #C232-999-0060-7900

to be \$1302.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of January, 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 THREE HUNDRED TWO AND 00/100 DOLLARS (\$1302.00) 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, PUEBLA INVESTMENTS LP, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

Lot 4-D (2.8365 Ac) & 4-K-1 (0.226 Ac) (3.0625 Ac), Block 81,
Tsp 1 Sec 29 T & P Surv Subdivision, City of El Paso, El Paso
County, Texas, PID #X581-999-129C-0414

to be \$1610.75, 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 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 ONE THOUSAND SIX HUNDRED TEN AND 75/100 DOLLARS (\$1610.75) 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:

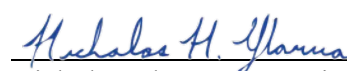
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



Nicholas 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:

1907 Olive Ave., more particularly described as E 1/2 Of 6 To 10,
Block 167, Alexander Subdivision, City of El Paso, El Paso
County, Texas, PID #B202-999-0290-5100

to be \$458.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of April, 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 FIFTY EIGHT AND 00/100 DOLLARS (\$458.00) 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

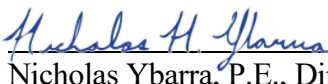
ATTEST:

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



Legislation Text

File #: 25-437, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

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

AGENDA LANGUAGE:

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

That the El Paso City Council hereby renames the street currently known as Boggiano Drive to Sanfeliz Hill Court, in its entirety, beginning at Turnberry Road and ending at Franklin Mountain State Park, illustrated on Exhibit "A" attached to the Resolution and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described.

Location: East of Bandolero Dr. and North of Thunderbird Dr.

Applicant: Bret C. Preston and Maria A. Sanfeliz, SUNC24-00001

**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: Philip Tiive

(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 El Paso City Council hereby renames the street currently known as Boggiano Drive to Sanfeliz Hill Court, in its entirety, beginning at Turnberry Road and ending at Franklin Mountain State Park, illustrated on Exhibit "A" attached hereto and in compliance with the El Paso City Code 19.15.140, and authorizes the City Manager to take the necessary steps to change the name herein described.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

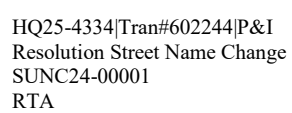
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe,
Planning & Inspections Department

Street Name Change Request



Bogianno Drive to Sanfeliz Hill Court



City Plan Commission — December 19, 2024 **(REVISED)**

CASE NUMBER/TYPE:	SUNC24-00001 – STREET NAME CHANGE
CASE MANAGER:	Alex Alejandre, (915) 212-1642, AlejandreAX@elpasotexas.gov
PROPERTY OWNER:	Brett C. Preston and Maria A. Sanfeliz
REPRESENTATIVE:	Brett C. Preston
LOCATION:	East of Bandolero Dr. and North of Thunderbird Dr. (District 1)
STREET FEES:	\$232.33
ZONING DISTRICT(S):	R-2 (Residential)

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the Street Name Change.

Bogianno Drive to Sanfeliz Hill Court



Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is proposing to rename the street from Bogianno Drive to Sanfeliz Hill Court. The applicant considers Sanfeliz Hill Court a suitable name as the sole property owner having access from such right-of-way.

CASE HISTORY/RELATED APPLICATIONS: Boggiano Drive was named and established as a 20-foot right-of-way on May 29, 1975.

STREET CHARACTER: Bogianno Drive runs West/East from Turnberry Road towards the Franklin Mountain. Bogianno Drive is not identified as per the City of El Paso's Major Thoroughfare Plan (MTP) and it is a "Local" street by default.

PUBLIC COMMENT: N/A

CITY PLAN COMMISSION OPTIONS:

The City Plan Commission (CPC) has the authority to advise City Council on street name change requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
2. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

ATTACHMENTS:

1. Aerial Map
2. Application
3. Streets and Maintenance Cost Estimate
4. Department Comments

ATTACHMENT 1

Bogianno Drive to Sanfeliz Hill Court



ATTACHMENT 2



Street Name Change Application

Please Print

Date: October 2, 2024

Applicant's Name: Brett C. Preston and Maria A. Sanfeliz

Applicant's Address: 100 Boggiano

El Paso, Texas 79912

Telephone Number: (Home) 915 630 7073 (Work) 915 843 8888 x 801

Existing Street Name: Boggiano

Proposed Street Name: Sanfeliz Hill

Reason for Request: We are the only resident on the street and this name, San Feliz,

is the owners family name.

Applicant's Signature: 

Date Accepted: _____ Accepted By: _____

Planning & Inspections Department
811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

ATTACHMENT 3



Report Date 11/20/2024

SAM Detail Cost Summary Report

WORKORDERID 921857
DESCRIPTION SIGN
ACTUALSTARTDATE
ACTUALFINISHDATE 11/20/2024
WOCLOSEDBY
ADDRESS SAN FELIZ HILL SAN FELIZ HILL

LABOR

Employee	Hours	Regular Cost	Overtime Cost	Cost
Employee 1	2.00	\$61.28	\$0.00	\$70.47
Employee 2	2.00	\$58.14	\$0.00	\$66.86
TOTALS	4.00	\$119.42	\$0.00	\$137.33

EQUIPMENT

Equipment ID	Units	Hours	Unit Cost	Cost
04010 Bucket Truck	1.00	2.00	\$26.47	\$52.94
TOTALS	1.00	2.00	\$26.47	\$52.94

MATERIALS

Description	Units	Measure	Unit Cost	Cost
Sign Street Name 48 x 9	1.00	EA	\$42.06	\$42.06
TOTALS	1.00	EA	\$42.06	\$42.06

Work Order Number	Labor	Equipment	Material	Total Costs
921857	\$137.33	\$52.94	\$42.06	\$232.33

ATTACHMENT 4

Planning and Inspections Department- Planning Division

Developer / Engineer shall address the following comments:

1. The applicant will be required to coordinate with the Streets & Maintenance Department in order to update street signage.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend **Approval**. The Developer/Engineer shall address the following comments

1. No objection to the proposed street change name.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has the following comments:

- No objections

El Paso Water

EPWater-PSB does not object to this request. EPWater-PSB requests a copy of the official street name change to update our records.

Water:

There is an existing 12-inch diameter water main that extends along Boggiano Dr. and Turnberry Rd. This main is available for service.

There is an existing 6-inch diameter water main that extends along Turnberry Rd. This main is available for service. EPWater-PSB records indicate an active ¾-inch domestic water meter serving the subject property. The service address for this meter is 1202 Turnberry Rd.

Previous water pressure reading from fire hydrant #2487, located at the northwest corner of the intersection of Turnberry Rd. and Turnberry Ct., has yielded a static pressure of 80 (psi), a residual pressure of 60 (psi) and a discharge of 1,342 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main that extends along Turnberry Rd. This main is available for service.

General:

EPWater-PSB requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Gas

Street name change from 100 Boggiano to San feliz Hills, Texas Gas Service does not have any objection.

Parks and Recreation Department

No comments received.

Sun Metro

No comments received.

Fire Department

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.

Capital Improvement Department

No comments received.

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 Brett C. Preston

Business Name _____

Agenda Item Type Street Name Change SUNC24-00001

Relevant Department Planning

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



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

OR



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

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

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

Signature: _____

Date: _____

3-7-25



Legislation Text

File #: 25-451, **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 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, SABRÉ PAGE, 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 \$298.13 for the property with the following legal description:

76 CHAPARRAL PARK LOT 3 (10643.63 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, SABRÉ PAGE (“Taxpayer”) requested a waiver of penalties and interest on February 25, 2025, before the 181st day after the delinquency date, in the amount of \$298.13 for the 2024 delinquent taxes for the property with the following legal description:

76 CHAPARRAL PARK LOT 3 (10643.63 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, SABRÉ PAGE, 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 \$298.13 for the property with the following legal description:

76 CHAPARRAL PARK LOT 3 (10643.63 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 20__.

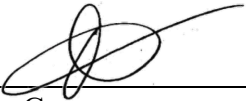
CITY OF EL PASO:

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 #: 25-452, Version: 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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, Arlette Y. Camacho, 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(k) of the Tax Code, in the amount of \$246.82 for the property with the following legal description:

34 HIGHLAND PARK N 1/2 OF 17 TO 20 (6000 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(k) 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 property for which the tax is owed is subject to a mortgage that does not require the owner of the property to fund an escrow account for the payment of the taxes on the property; the tax bill was mailed or delivered by electronic means to the mortgagee of the property, but the mortgagee failed to mail a copy of the bill to the owner of the property as required by Section 31.01(j); and the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

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

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, Arlette Y. Camacho (“Taxpayer”) requested a waiver of penalties and interest on March 5, 2025, before the 181st day after the delinquency date, in the amount of \$246.82 for the 2024 delinquent taxes for the property with the following legal description:

34 HIGHLAND PARK N 1/2 OF 17 TO 20 (6000 SQ FT)

WHEREAS, the taxpayer submits evidence sufficient to show that the tax bill was mailed or delivered by electronic means to the mortgagee of the property, but the mortgagee failed to mail a copy of the bill to the owner of the property as required by Section 31.01(j); and the taxpayer paid the tax not later than the 21st day after the date the taxpayer knew or should have known of the delinquency;

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

THAT the Taxpayer, Arlette Y. Camacho, 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(k) of the Tax Code, in the amount of \$246.82 for the property with the following legal description:

34 HIGHLAND PARK N 1/2 OF 17 TO 20 (6000 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 #: 25-471, 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

Office of Management and Budget, Bonnie Cordova, (915) 2112-1092

AGENDA LANGUAGE:

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

That City Council hereby requires that all budget transfers requiring Council approval that are over \$1,500,000 and all contracts, bids, request for proposals or request for qualifications awards that are over \$1,500,000, be placed on the regular agenda of the City Council Meeting Agenda.

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



DEPARTMENT: Purchasing & Strategic Sourcing
Office of Management & Budget

AGENDA DATE: April 15, 2025

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME: Claudia A. Garcia, Director of Purchasing & Strategic Sourcing
Bonnie Cordova, Interim Director Office of Management & Budget

PHONE NUMBER: (915)212-0043

PHONE NUMBER: (915)212-1092

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6 Set the Standard for Sound Governance and Fiscal Management

SUBJECT:

That City Council hereby requires that all budget transfers requiring Council approval that are over \$1,500,000 and all contracts, bids, request for proposals or request for qualifications awards that are over \$1,500,000, be placed on the regular agenda of the City Council Meeting Agenda.

BACKGROUND / DISCUSSION:

About 54% of purchasing items fall under this threshold, if this threshold increase is approved, it will save staff time when attending City Council meetings.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

In 2004, City Council approved placing budget transfers, contracts, bids, requests for proposals and request for qualifications award recommendations over \$500,000.00 on regular agenda.

AMOUNT AND SOURCE OF FUNDING:

N/A


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 (\$)
N/A	

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

DEPARTMENT HEAD:



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Bonnie Cordova

Bonnie Cordova, Interim Director Office of Management & Budget

RESOLUTION

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

THAT City Council hereby requires that all budget transfers requiring Council approval that are over \$1,500,000 and all contracts, bids, request for proposals or request for qualifications awards that are over \$1,500,000, be placed on the regular agenda of the City Council Meeting Agenda.

APPROVED this ____ day of _____, 2025.

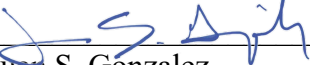
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:

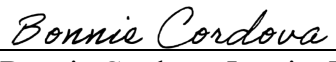


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Director
Purchasing and Strategic Sourcing



Bonnie Cordova, Interim Director
Office of Management & Budget



Legislation Text

File #: 25-442, 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 is authorized to notify TE of El Paso, LLC that the City is terminating Contract No. 2023-0168 Autocar Proprietary Parts and Service 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 15, 2025.

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



DEPARTMENT: Streets and Maintenance
Purchasing & Strategic Sourcing
AGENDA DATE: April 15, 2025
PUBLIC HEARING DATE: Not Applicable
CONTACT PERSON NAME: Randy Garcia, Interim Director of Streets and Maintenance
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 is authorized to notify TE of El Paso, LLC that the City is terminating Contract No. 2023-0168 Autocar Proprietary Parts and Service 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 15, 2025.

BACKGROUND / DISCUSSION:

Contract being terminated for convenience due to total contract expenditures being met.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

On December 6, 2022, City Council approved the award of contract 2023-0168 Autocar Proprietary Parts and Service, to TE of El Paso, LLC for a term of three (3) years for at total amount of \$675,000.00.

On January 22, 2025, City Council approved a change order for the amount of \$168,750.00 for a revised total amount of \$843,750.00.

AMOUNT AND SOURCE OF FUNDING:

N/A

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, Interim Director of Streets and Maintenance



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

**COUNCIL PROJECT FORM
(Termination)**

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

Please place the following item on the **CONSENT AGENDA** for the Council Meeting of **April 15, 2025.**

STRATEGIC GOAL: No. 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 is authorized to notify TE of El Paso, LLC that the City is terminating Contract No. 2023-0168 Autocar Proprietary Parts and Service 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 15, 2025.

RESOLUTION

WHEREAS, on December 2, 2022, the City of El Paso ("City") awarded Contract No. 2023-0168 Autocar Proprietary Parts and Service to the following vendor:

1. TE of El Paso, LLC

WHEREAS, pursuant to the Purchase Order Terms and Conditions – Section 7A, the City is authorized to terminate the 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 TE of El Paso, LLC that the City is terminating Contract No. 2023-0168 Autocar Proprietary Parts and Service for convenience, pursuant to 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.

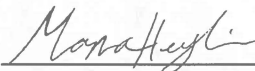
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia, Director
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT:



Randy Garcia, Interim Director
Streets and Maintenance Department



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-486, 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.

Scott Winton to the Regional Renewable Energy Advisory Council 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	04/15/25
Name of Board	Regional Renewable Energy Advisory Council
Agenda Posting Language	
Re-appointment of Scott Winton to the Regional Renewable Energy Advisory Council by Representative Art Fierro, District 6.	
Appointment Type	Regular
Member Qualifications	
Mr. Winton served on the board for two years. He is a Texas Real Estate broker since 1987 and he is currently on the Texas Association of Realtors Infrastructure Policy Advisory Committee.	
Nominee Name	Scott Winton
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
Regional Renewable Energy Advisory Council Board.	
Real estate owned in El Paso County	
Previous Appointee	Scott Winton
Reason for Vacancy	Term Expired
Date of Appointment	04/15/25
Term Begins On	03/03/25
Term Expires On	03/03/27
Term	Second Term

Gregory "Scott" Winton, AICP

████████████████████

████████████████████

████████████████

Work Experience:

- University of Texas at El Paso – Adjunct Professor in Real Estate 2025 to Present
- Leap Town Planning Group – El Paso, TX Small Town Consulting - 2020 to Present
Provide strategic town planning guidance to small municipalities, fostering sustainable growth and human development strategies.
- Scott Winton Real Estate Services – El Paso, TX Brokerage and Consulting - 2017 to Present
Offer experienced real estate brokerage and consulting services to clients, facilitating successful property transactions.
Offer unique perspectives on land use including land planning, forecasting, proforma development, feasibility analysis.
Provide property owners with effective resolution of regulatory issues and needs
- Winton & Associates – El Paso, TX Vice-President of Business Development - 2005 to 2017
Spearheaded business development initiatives for a prominent homebuilding and land development firm.
Sales and marketing manager for a team of 18 sales representatives
Visualized and executed new urbanist developments
- Private Consulting – Pflugerville, TX Land Planning, Project Management, HOA Relations - 1999 to 2005
Provided comprehensive consulting services in land planning, project management, and HOA relations.
- WIN Properties – Pflugerville, TX 1988 to 2000
Brokerage and property management company specializing in the Pflugerville area -
- EGP Enterprises- Austin, TX Assistant to the owner. - 1985-1988
Commercial and Industrial development

Education:

- The University of Texas at Austin – Austin, TX, BBA in Finance and Real Estate - 1981 to 1983
- The University of Texas at Austin, School of Architecture – Austin, TX, Master of Science in Community and Regional Planning - 2019 to 2020

Additional Information:

- Texas Real Estate Broker since 1987, New Mexico Broker since 2019,
- AICP (American Institute of Certified Planners) member since 2021
- Active involvement in community service and governance:
- 1983 to 1988: Planning and Zoning Commission, Parks and Recreation Commission – City of Pflugerville, TX
- 1988 to 1992 and 2001 to 2004: Mayor, City of Pflugerville, TX
- 2009 to 2018: Board Member - Frontera Land Alliance – A nationally certified land trust - El Paso, TX
- 2023- Present: City of El Paso Mobility Advisory Committee
- 2024- Present: City of El Paso Regional Renewable Energy Commission
- 2024 -Present: Texas Association of Realtors Infrastructure Policy Advisory Committee



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-449, 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

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 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 \$2,500

April 15, 2025

1. Conrad Davis, in the amount of \$3,000.00, made an overpayment on December 11, 2024 of 2024 taxes.
(Geo. #K216-999-1110-6100)
2. Luis Paiva, in the amount of \$4,714.17, made an overpayment on January 26, 2025 of 2024 taxes.
(Geo. #P915-999-0010-2200)
3. AT&T, in the amount of \$4,457.36, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo. #U819-999-002A-0279)
4. Sara A. Drewes, in the amount of \$11,005.25, made an overpayment on January 24, 2025 of 2024 taxes.
(Geo. #V897-999-1200-2300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector

Credit card



CITY TAX OFFICE

MAR 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

CORELOGIC
PO BOX 9205
COPPELL, TX 75019-9214

Conrad Davis

OP
+2500

Geo No. K216-999-1110-6100	Prop ID 278996
Legal Description of the Property 111 KERN PLACE LOT 6 (7200 SQ FT) 423 MESITA DR 79902	
OWNER: DAVIS CONRAD D	

3,000

2024 OVERAGE AMOUNT \$4,000.00

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: Conrad Davis			
	Address: 423 Mesita Drive			
	City, State, Zip: El Paso TX 79902			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 915-433-7368		E-Mail Address: conradavis423@aol.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Credit Card	6414740	12/11/24	\$1,000.00
	Credit Card	6414663	12/11/24	\$3,000.00
TOTAL AMOUNT PAID (sum of the above amounts)				\$4,000.00
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.	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]		Conrad Davis 3/22/2025	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NH Date: 3-24-25				



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 14 2025

LUIS PAIVA
12078 HOSEA ST
EL PASO, TX 79936

OP
+2500 ✓

Geo No. P915-999-0010-2200	Prop ID 86049
Legal Description of the Property 1 PUEBLO MONTANA #2 LOT 22 (4441.00 SQ FT) 12078 HOSEA ST 79936 OWNER: PAIVA LUIS E	

2024 OVERAGE AMOUNT \$4,714.17 ✓

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: Luis Paiva ✓
Address: 404 Peppermill circle
City, State, Zip: Kissimmee, FL, 34758 ✓
Daytime Phone No.: (915) 309-9498

E-Mail Address: luis_ep@hotmail.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
Electronic Check	CC006724195	01/26/2025	\$4,714.17

TOTAL AMOUNT PAID (sum of the above amounts)

Step 3. Provide reason for this refund.

Please list any accounts and/or years that you intended to pay with this overage.

Please check one of the following:

- ☒ I paid this account in error and I am entitled to the refund.
- ☒ I overpaid this account. Please refund the excess to the address listed in Step 1. ✓
- ☐ I want this payment applied to next year's taxes.
- ☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

MAR 19 2025

[Signature]

Luis Paiva ✓

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

N.H.

Date:

3-19-25



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

FEB 27 2025

AT&T
1010 PINE ST #9E-L-01
SAINT LOUIS, MO 63101--201

OP ✓
+2500

Geo No. U819-999-002A-0279	Prop ID 12351
Legal Description of the Property 2 UPPER VALLEY TR 2-M (0.55 AC) 100 SUNSET RD 79922	
OWNER: SOUTHWESTERN BELL TELEPHONE CO	

2024 OVERAGE AMOUNT \$4,457.36 ✓

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>Southwestern Bell Telephone</u> Address: <u>1010 Pine St-L-01</u> ✓ City, State, Zip: <u>St. Louis MO 63101</u> ✓ Daytime Phone No.: <u>314 396 3361</u> E-Mail Address: <u>CS4158@att.com</u>															
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	<table><tr><td>Payment made by:</td><td>Check No.</td><td>Date Paid</td><td>Amount Paid</td></tr><tr><td>Check Payment</td><td>14278</td><td>01/29/2025</td><td>\$1,330,135.55</td></tr><tr><td colspan="4">TOTAL AMOUNT PAID (sum of the above amounts)</td></tr></table>				Payment made by:	Check No.	Date Paid	Amount Paid	Check Payment	14278	01/29/2025	\$1,330,135.55	TOTAL AMOUNT PAID (sum of the above amounts)			
Payment made by:	Check No.	Date Paid	Amount Paid													
Check Payment	14278	01/29/2025	\$1,330,135.55													
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.)															
<div>MAR 27 2025 Received POP TAX OFFICE USE ONLY:</div>	SIGNATURE OF REQUESTOR (REQUIRED) <u>Christine Stefl</u>		PRINTED NAME & DATE <u>CHRISTINE STEFL 2/13/25</u> ✓													
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied		By: <u>N.H.</u> Date: <u>3-27-25</u>														

TAX OFFICE
RECEIVED

MAR 19 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

SARA A. DREWES
1909 PUEBLO CORONA LN
EL PASO, TX 79936

Geo No. V897-999-1200-2300	Prop ID 318236
Legal Description of the Property 120 VISTA HILLS #41 LOT 23 (11734.64 SQ FT) 1909 PUEBLO CORONA LN 79936 OWNER: DREWES LARRY L & SARA A	
2024 OVERAGE AMOUNT \$11,005.25	

OP
+2500

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: LARRY & SARA DREWES			
	Address: 1909 PUEBLO CORONA			
	City, State, Zip: EL PASO, TX 79936			
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) 598-1300		E-Mail Address: sarapd7e@hotmail.com	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Electronic Check	CC006709592	01/24/2025	\$11,005.25
	TOTAL AMOUNT PAID (sum of the above amounts)			\$22,010.50
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 3/20/25 [Signature]		LARRY & SARA DREWES / 3-19-25	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 3-19-25				


ATTACHMENT B

TAX REFUNDS OVER \$2,500

April 15, 2025

1. Conrad Davis, in the amount of \$3,000.00, made an overpayment on December 11, 2024 of 2024 taxes.
(Geo. #K216-999-1110-6100)
2. Luis Paiva, in the amount of \$4,714.17, made an overpayment on January 26, 2025 of 2024 taxes.
(Geo. #P915-999-0010-2200)
3. AT&T, in the amount of \$4,457.36, made an overpayment on January 29, 2025 of 2024 taxes.
(Geo. #U819-999-002A-0279)
4. Sara A. Drewes, in the amount of \$11,005.25, made an overpayment on January 24, 2025 of 2024 taxes.
(Geo. #V897-999-1200-2300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



Legislation Text

File #: 25-484, 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.

For notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Renard Johnson in the amounts of \$1,000 Kirk Robison, \$2,500 from Lisa Peisen, \$5,000 from Ted Houghton, \$2,500 from Paige Fox, \$1,000 from Rick Lange, and \$500 from Jack Champman.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-481, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 5

Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Discussion and action to authorize the City Manager to submit a letter to the Texas District 3 Manager of the United States Postal Service in support of building additional facilities in Far East El Paso to support the amount of population increase in District 5.

**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*****



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-483, 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

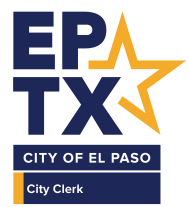
Members of the City Council, Representative Lily Limón, (915) 212-0007

AGENDA LANGUAGE:

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

Discussion and action to support House Bill No.4591 "related to contributions to and benefits under certain fire and police pensions funds" as filed by Texas State Representative Mary Gonzalez.

**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*****

By: González of El Paso

H.B. No. 4591

A BILL TO BE ENTITLED

AN ACT

relating to contributions to and benefits under certain fire and police pension funds.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 1A, Chapter 101 (H.B. 31), Acts of the 43rd Legislature, 1st Called Session, 1933 (Article 6243b, Vernon's Texas Civil Statutes), is amended by adding Subdivision (3-a) to read as follows:

(3-a) "Qualified actuary" means an actuary that meets the qualifications under Section 10A(b)(1) of this Act.

SECTION 2. Section 2, Chapter 101 (H.B. 31), Acts of the 43rd Legislature, 1st Called Session, 1933 (Article 6243b, Vernon's Texas Civil Statutes), is amended to read as follows:

Sec. 2. PARTICIPATION IN FUND; WAGE DEDUCTIONS. Each member fireman and policeman in the employment of such city or town must participate in said fund, except in times of national emergency those persons as are employed during that time shall not be required to participate in the fund, and said city or town shall be authorized to deduct a sum of not less than one per cent (1%) nor in excess of six per cent (6%) of his wages from each month to form a part of the fund known as the Firemen and Policemen Pension Fund, except that the city or town shall deduct a sum less than one per cent (1%) or more than six per cent (6%) of the member's wages each month to form a part of the fund if the board of trustees of that

1 fund increases or decreases the percentage of wages to be
2 contributed to the fund under the provisions of Section 10A, 14A-1,
3 or 14B [~~14A~~] of this Act. The amount to be deducted from the wages
4 of those named above who must participate in the fund is to be
5 determined by the board of trustees as provided for in Section 1 of
6 this Act within the minimum and maximum deductions herein provided
7 or as otherwise provided under the provisions of Section 10A,
8 14A-1, or 14B [~~14A~~] of this Act.

9 SECTION 3. Section 3, Chapter 101 (H.B. 31), Acts of the
10 43rd Legislature, 1st Called Session, 1933 (Article [6243b](#), Vernon's
11 Texas Civil Statutes), is amended to read as follows:

12 Sec. 3. PAYMENTS TO FUND. There shall be deducted for such
13 fund from the wages of each fireman and policeman a sum to be
14 determined by the board of trustees under the provisions of Section
15 [~~Sections~~] 2, 10A, 14A-1, or 14B [~~and 14A~~] of this Act. Any
16 donations made to such fund and rewards received by any member of
17 either of said funds, and all funds received from any source for
18 such fund shall be deposited in like manner to the credit of such
19 fund.

20 SECTION 4. Sections 10A(b) and (c), Chapter 101 (H.B. 31),
21 Acts of the 43rd Legislature, 1st Called Session, 1933 (Article
22 [6243b](#), Vernon's Texas Civil Statutes), are amended to read as
23 follows:

24 (b) None of the changes made under Subsection (a) of this
25 section may be made unless all of the following conditions are
26 sequentially complied with:

27 (1) the change must be approved by a qualified actuary

1 selected by a four-fifths vote of the Board; the actuary's approval
 2 must be based on an actuarial finding that the change is supported
 3 by the existing funding status of the fund or by a contribution
 4 increase by the city or town or by both the city or town and the
 5 members of the pension fund; the actuary, if an individual, must be
 6 a Fellow of the Society of Actuaries or a Fellow of the Conference
 7 of Actuaries in Public Practice or a Member of the American Academy
 8 of Actuaries; the actuary, if an actuarial consulting firm, must
 9 be established in the business of providing actuarial consulting
 10 services to pension plans and have experienced personnel able to
 11 provide the requested services; the findings upon which the
 12 properly selected and qualified actuary's approval are based are
 13 not subject to judicial review;

14 (2) the change must be approved by a majority of all
 15 persons then making contributions to the fund as employees of a
 16 department to which the change would directly apply, voting by
 17 secret ballot at an election held after 10 [~~ten (10)~~] days' notice
 18 given by posting at a prominent place in every station or substation
 19 of a department to which the change would directly apply and in the
 20 city hall;

21 (3) the changes, except changes made under the
 22 provisions of [~~Subdivision (1),~~] Subsection (a)(1) [~~(a),~~] of this
 23 section, shall apply only to active member employees who are
 24 members of the affected departments at the time the change becomes
 25 effective and those who enter the departments thereafter; and

26 (4) the changes shall not deprive any person, without
 27 his written consent, of any right to receive a pension or benefits

which have already become vested and matured.

(c) If the Board of Trustees proposes to change benefits under ~~[Subdivision (1),]~~ Subsection (a)(1) ~~[(a),]~~ of this section, the change is not effective until the change is finally approved in accordance with this subsection. The Board shall submit the change for approval by the city's or town's governing body. If disapproved by the governing body, or if the governing body fails to act not later than the 60th day after the date ~~[within sixty (60) days]~~ of presentation to the governing body, the Board, by resolution passed by a majority of the whole Board, plus one, may require the city's or town's governing body to hold an election, as soon as practicable, for approval of the change by the qualified voters of the city or town. Any change proposed and subsequently approved by the governing body of the city or town or by the voters, as applicable, under this subsection becomes effective as of the beginning of the city's or town's next fiscal year.

SECTION 5. Chapter 101 (H.B. 31), Acts of the 43rd Legislature, 1st Called Session, 1933 (Article [6243b](#), Vernon's Texas Civil Statutes), is amended by amending Sections 14, 14A, and 14B and adding Section 14A-1 to read as follows:

Sec. 14. USE OF PUBLIC FUNDS; CITY OR TOWN MINIMUM CONTRIBUTION. (a) Except as provided by this section and Section 14A, 14A-1, or 14B of this Act, no funds shall be paid out of the public treasury of any such incorporated city or town, in carrying out any of the provisions of this law, except on a majority vote of the voters of such city or town, and where such funds have been voted on as provided by law, said city or town shall contribute such

amount.

(b) Subject to an increase under Section 14A or 14A-1 of this Act or a decrease under Section 14B of this Act, the city or town shall contribute an amount to the pension fund that is not less than 18 percent of the total amount expended by the city or town on member wages.

Sec. 14A. CITY OR TOWN CONTRIBUTION INCREASES. (a) The city or town may increase its contribution rate above the rate prescribed by Section 14(b) of this Act based on a qualified actuary's report only if the governing body of the city or town, or a majority vote of the voters of the city or town, approves the increase to the city or town contribution rate.

(b) The Board of Trustees may submit for approval by the city's or town's governing body a proposed contribution rate increase under Subsection (a) of this section. If the proposed contribution rate increase is disapproved by the governing body, or if the governing body fails to act not later than the 60th day after the date the proposal is presented to the governing body, the Board, by resolution passed by a majority of the whole Board, plus one, may require the city's or town's governing body to hold an election, as soon as practicable, for approval of the change by the qualified voters of the city or town. Any change proposed and subsequently approved by the governing body or by the voters, as applicable, under this subsection becomes effective as of the beginning of the city's or town's next fiscal year.

Sec. 14A-1. JOINT CITY OR TOWN AND MEMBER CONTRIBUTION INCREASES. (a) If at any time a qualified actuary [~~that meets the~~

~~requirements of Subdivision (1), Subsection (b), Section 10A of this Act,~~] determines that the total contribution rate, expressed as a percentage of wages, is insufficient to amortize the unfunded actuarial accrued liability, as defined under the applicable Governmental Accounting Standards Board Statement [~~No. 25~~], over a 30-year [~~40-year~~] period:

(1) the city's or town's governing body may increase the city or town contribution rate; and

(2) to the extent that the city or town contribution rate increases under Subdivision (1) of this subsection, the member contribution rate must increase by an amount equal to the member contribution rate before the increase multiplied by a fraction:

(A) the numerator of which is the increase in the amount of the city or town contribution rate; and

(B) the denominator of which is the amount of the city or town contribution rate before the increase.

(b) The sum of the city or town contribution rate and the member contribution rate after an increase under this section may not exceed the total contribution rate determined by the qualified actuary to be necessary to amortize the unfunded actuarial accrued liability over a 30-year [~~forty (40) year~~] period.

Sec. 14B. CITY OR TOWN AND MEMBER CONTRIBUTION DECREASES.

(a) If at any time a qualified actuary [~~that meets the requirements of Section 10A(b)(1) of this Act~~] determines that the pension fund has sufficient assets to have no [~~total contribution rate, expressed as a percentage of wages, is sufficient to amortize the~~] unfunded actuarial accrued liability, as defined under the

1 applicable Governmental Accounting Standards Board Statement
2 [~~No. 25, over a 25-year period~~]:

3 (1) the city's or town's governing body may decrease
4 the city or town contribution rate; and

5 (2) to the extent that the city or town contribution
6 rate decreases under Subdivision (1) of this subsection, the member
7 contribution rate must decrease by an amount equal to the member
8 contribution rate before the decrease multiplied by a fraction:

9 (A) the numerator of which is the decrease in the
10 amount of the city or town contribution rate; and

11 (B) the denominator of which is the amount of the
12 city or town contribution rate before the decrease.

13 (b) The sum of the city or town contribution rate and the
14 member contribution rate after a decrease under this section may
15 not be less than the total contribution rate, as determined by the
16 qualified actuary, required for the pension fund to have no [~~be~~
17 ~~necessary to amortize the~~] unfunded actuarial accrued liability
18 [~~over a 25-year period~~].

19 SECTION 6. Section 14(b), Chapter 101 (H.B. 31), Acts of the
20 43rd Legislature, 1st Called Session, 1933 (Article [6243b](#), Vernon's
21 Texas Civil Statutes), as added by this Act, applies to
22 contributions made to the pension fund subject to that section on or
23 after May 1, 2023.

24 SECTION 7. This Act takes effect September 1, 2025.

Texas Civil Statutes (Titles 78 to 111) - CIV STAT Art. 6243b. Firemen and policemen pension fund in cities of 500,000 to 600,000

Current as of January 01, 2024

Board of trustees

Sec. 1. (a) In all incorporated cities and towns containing more than 600,000 inhabitants and less than 700,000 inhabitants, having a fully or partially paid fire department, three (3) citizens of said city or town to be designated by the mayor, two (2) citizens of said city or town to be designated by the city manager of said city or town, three (3) policemen to be elected by members of the policemen's pension fund, and three (3) firemen to be elected by members of the firemen's pension fund, composing eleven (11) members, seven (7) of which shall be a quorum, shall constitute a board of trustees of the Firemen and Policemen Pension Fund, to provide for the disbursement of the same and to designate the beneficiaries thereof. The board shall be known as the Board of Firemen and Policemen Pension Fund, _____, Texas. Said board shall organize by choosing one member as Chairman and by appointing a secretary. Such board shall have charge of and administer said fund and shall order payments therefrom in pursuance of the provisions of this law. It shall report annually to the governing body of such city or town the condition of the said fund and the receipts and disbursements on account of the same with a complete list of beneficiaries of said fund and the amounts paid them.

(b) The members of the board of trustees serve four-year terms.

(c) The board of trustees shall provide by rule for election of its elected members by secret ballot.

(d) The board of trustees may purchase from an insurer licensed to do business in this state one (1) or more insurance policies that provide for the reimbursement of a member, officer, or employee of the board for liability imposed as damages caused by, and for costs and expenses incurred by the individual in defense of, an alleged act, error, or omission committed in the individual's capacity as fiduciary or co-fiduciary of assets of the pension fund. The board of trustees may not purchase an insurance policy that provides for the reimbursement of a member, officer, or employee of the board for liability imposed or costs and expenses incurred because of the member's, officer's, or employee's personal dishonesty, fraudulent breach of trust, lack of good faith, intentional fraud or deception, or intentional failure to act prudently. The board of trustees shall use money in the pension fund to purchase an insurance policy under this subsection.

(e)(1) If an insurance policy described by Subsection (d) of this section is unavailable, insufficient, inadequate, or otherwise not in effect, the board of trustees may indemnify a member, officer, or employee of the board for liability imposed as damages caused by, and for reasonable costs and expenses incurred by the individual in defense of, an alleged act, error, or omission committed in the individual's fiduciary or co-fiduciary capacity. The board of trustees may not indemnify a member, officer, or employee of the board for liability imposed or costs and expenses incurred because of the member's, officer's, or employee's personal dishonesty, fraudulent breach of trust, lack of good faith, intentional fraud or deception, or intentional failure to act prudently.

(2) A determination of indemnification under this subsection must be made by a majority of the board of trustees. If a proposed indemnification is of a board member, the member may not vote on the matter.

(3) The board of trustees may adopt a policy establishing a method for presentation, approval, and payment of claims for indemnification under this subsection.

Definitions

Sec. 1A. In this Act:

(1) "Board of Trustees" or "Board" means the Board of Trustees of the Firemen and Policemen Pension Fund.

(2) "Member" means a duly appointed and enrolled policeman or fireman of a city covered by this Act who is a contributing member of the pension fund.

(3) "Pension Fund" or "Fund" means the Firemen and Policemen Pension Fund.

(4) "Salary" means base pay plus longevity pay received by a member from the city for personal services rendered as a policeman or fireman excluding all other forms of compensation.

(5) "Wages" means salary, longevity, and overtime pay received by a member from the city for personal services rendered as a policeman or fireman excluding all other compensation.

Participation in Fund; Wage Deductions

Sec. 2. Each member fireman and policeman in the employment of such city or town must participate in said fund, except in times of national emergency those persons as are employed during that time shall not be required to participate in the fund, and said city or town shall be authorized to deduct a sum of not less than one per cent (1%) nor in excess of six per cent (6%) of his wages from each month to form a part of the fund known as the Firemen and Policemen Pension Fund, except that the city or town shall deduct a sum less than one per cent (1%) or more than six per cent (6%) of the member's wages each month to form a part of the fund if the board of trustees of that fund increases or decreases the percentage of wages to be contributed to the fund under the provisions of Section 10A or 14A of this Act. The amount to be deducted from the wages of those named above who must participate in the fund is to be determined by the board of trustees as provided for in Section 1 of this Act within the minimum and maximum deductions herein provided or as otherwise provided under the provisions of Section 10A or 14A of this Act.

Payments to Fund

Sec. 3. There shall be deducted for such fund from the wages of each fireman and policeman a sum to be determined by the board of trustees under the provisions of Sections 2, 10A, and 14A of this Act. Any donations made to such fund and rewards received by any member of either of said funds, and all funds received from any source for such fund shall be deposited in like manner to the credit of such fund.

Conduct of meetings

Sec. 4. The board shall hold regular monthly meetings and other meetings upon call of its chairman. It shall issue orders signed by the president or chairman and secretary to the persons entitled thereto, of the amount of money ordered paid to such persons from such fund by said board which order shall state for what purpose such payment is to be made; it shall keep a record of its proceedings, which record shall be a public record; it shall at each monthly meeting send to the city treasurer a written list of

persons entitled to payment from the fund, stating the amount of such payment, and for what granted, which list shall be certified to and signed by the president or chairman and secretary of such board, attested under oath. The treasurer shall enter a copy of said list upon the book to be kept for that purpose, which book shall be known as the "Record of the Firemen and Policemen Pension Fund Board," of _____, Texas, and the said board shall direct payments of the amounts named therein to the persons entitled thereto out of said fund. No money of said fund shall be disbursed for any purpose without a vote of a majority of the board, which shall be a no and yes vote entered upon the proceedings of the board.

Custody of Fund

Sec. 5. The treasurer of said city or town shall be ex-officio treasurer of said fund. All money for said fund shall be paid over to and received by the treasurer for the use of said fund, and the duties thus imposed upon such treasurer shall be additional duties for which he shall be liable under his oath and bond as such city or town treasurer, but he shall receive no compensation therefor.

Membership in pension fund; eligibility

Sec. 6. (a) Any person who has been duly appointed and enrolled as a policeman or fireman of any city covered by this Act shall automatically become a member of the pension fund of such city upon expiration of ninety (90) days from date such city comes within the provisions of this Act, provided such person at the time of such appointment was not less than eighteen (18) years of age and not more than twenty-nine (29) years of age and except as provided under Section 10A of this Act. In all instances where a person is already a member of and contributor to such pension fund, he shall retain and be entitled to all rights and privileges due him by virtue of having been such a member and contributor.

(b) Any person not a member of the pension fund when this Act becomes effective, who thereafter is duly appointed and enrolled as a fireman or policeman of such city shall automatically become a member of the pension system as a condition of his employment provided such person at the time of such appointment was not less than eighteen (18) years of age and not more than twenty-nine (29) years of age and except as provided under Section 10A of this Act.

Retirement pensions

Sec. 7. Whenever any member of said departments who shall have contributed a portion of his wages, as provided herein, shall have served twenty-five (25) years or more in either of said departments and shall have attained the age of fifty (50) years, he shall be entitled to be retired from said service upon application, and shall be entitled to be paid from said fund a monthly pension of one-half ($\frac{1}{2}$) of the salary received by him at the time of his retirement subject to change under the provisions of Section 10A of this Act.

Disability pensions

Sec. 8. Whenever any member of the fire department or police department of any such city or town, and who is a contributor to said fund as provided, shall become so permanently disabled through injury received, or disease contracted, in the line of duty, as to incapacitate him for the performance of duty, or shall for any cause, through no fault of his own, become so permanently disabled as to incapacitate him for the performance of duty, and shall make written application therefor approved by a majority of

the board, he shall be retired from service and be entitled to receive from said fund one-half of the monthly salary received by him as a member of either of said departments, at the time he became so disabled, to be paid in regular monthly installments subject to change under the provisions of Section 10A of this Act.

Death benefits, widows, etc.

Sec. 9. In the case of the death before or after retirement of any member of the fire department or police department of any city or town resulting from disease contracted or injury received while in the line of duty or from any other cause through no fault of his own and who at the time of his death or retirement was a contributor to said Fund, leaving a widow and no children, the widow shall be entitled to receive monthly from said Fund an amount not exceeding one-third of such monthly salary received by such member immediately preceding his retirement, and, if not retired before death, one-third of such monthly salary received by such member immediately preceding his death; and, if at the time of the death of such contributor, under the circumstances and conditions hereinabove set forth, such contributor leaves a child or children under sixteen (16) years of age and the wife of such contributor is dead or divorced from such contributor, the child or children under sixteen (16) years of age shall be entitled to receive monthly from said Fund an amount not exceeding one-third of such monthly salary received by such member immediately preceding his retirement, and, if not retired before death, one-third of such monthly salary received by such member immediately preceding his death, said sum so paid to be equally divided among said children under sixteen (16) years of age, if more than one; and if at the time of death of such contributor, under the conditions hereinabove set forth, such contributor leaves a widow and a child or children under sixteen (16) years of age, the widow shall be entitled to receive monthly from said Fund (for the joint benefit of herself and such child or children) an amount not exceeding one-half of the monthly salary received by such member immediately preceding his retirement, and if not retired before death, one-half of such monthly salary received by such member immediately preceding his death, said payments to be made until such child or all of said children, if more than one, as the case may be, shall reach sixteen (16) years of age, and after said child or all of said children, as the case may be, have reached the age of sixteen (16) years, then the widow shall be entitled to receive monthly from said Fund (for her benefit) an amount not exceeding one-third of the monthly salary received by such member immediately preceding his retirement, and if not retired before death, one-third of such monthly salary received by such member immediately preceding his death. In no case shall the amount paid to any one family exceed monthly the amount of one-half of the monthly salary earned by the deceased immediately prior to the time of his retirement, or, if not retired, prior to the time of his death. On the remarriage of any widow, such pension paid to her for her benefit shall cease and in the event that there are child or 1 children under sixteen (16) years of age at the time of said remarriage, one-third of the monthly salary received by such member immediately preceding his retirement, and if not retired before death, immediately preceding his death, shall be paid monthly to the widow for the sole benefit of the child or children under the age of sixteen (16) years; provided, however, that the Pension Board, if it finds that said payments to the widow are not being used for the benefit of said child or children, may order said monthly benefits paid to said child or children instead of to said widow who has remarried. Where there is more than one child of such contributor, the benefits herein provided for shall be equally divided among the children, and upon the marriage or death of any child receiving such pension, or upon any child receiving such pension reaching sixteen (16) years of age, such pension payment for the benefit of said child shall cease, and if there remains a child or children

under sixteen (16) years of age, the share of the said child so married or dead or reaching sixteen (16) years of age, shall be paid for the benefit of the remaining child or children under sixteen (16) years of age. In the event that a contributor leaves a widow and child or children under sixteen (16) years of age who are not the children of said widow, the Pension Board may, in its discretion, either pay monthly to the widow for the benefit of herself and said child or children, an amount not exceeding one-half of the monthly salary received by such member immediately preceding his retirement, or immediately preceding his death, if not retired before death, as hereinabove provided, or said Board may order one-fourth of said monthly salary received by such member paid to the widow and one-fourth of said monthly salary paid to said child or children. No widow or child of any such member resulting from any marriage contracted subsequent to the date of retirement of said member shall be entitled to a pension under this law; provided, however, that the provisions of this Section shall not be construed so as to change any pension now being paid any pensioner under the provisions of this Act. The provisions of this section are subject to change under the provisions of Section 10A of this Act.

Death benefits, father, etc.

Sec. 10. If any member of the fire department or police department dies from injuries received or disease contracted while in the line of duty, or from any cause through no fault of his own, who was a contributor to said fund and entitled to participate in said fund himself, leaves no wife or child, but who shall leave surviving him a dependent father, mother, brother, or sister, wholly dependent upon said person for support, such dependent father, mother, sister and brother shall be entitled to receive in the aggregate one-half of the salary earned by said deceased immediately prior to his death, to be equally divided between those who are wholly dependent on said deceased, so long as they are wholly dependent. The board shall have authority to determine the facts as to the dependency of said parties and each of them, as to how long the same exists, and may at any time upon the request of any contributor to such fund, reopen any award made to any of said parties and discontinue such pension as to all or any of them as it may deem proper, and the findings of said board in regard to such matter and as to all pensions granted under this law shall be final upon all parties seeking a pension as a dependent of said deceased, or otherwise, until such award of the trustees shall have been set aside or revoked. The provisions of this section are subject to change under the provisions of Section 10A of this Act.

Sec. 10A. (a) Notwithstanding anything to the contrary in other parts of this Act and subject to Subsections (b) and (c) of this section, the Board of Trustees may, by majority vote of the whole board, make from time to time one or more of the following changes, or modifications:

- (1) modify or change prospectively or retroactively in any manner whatsoever any of the benefits provided by this Act, except that any retroactive change or modification shall only increase pensions or benefits;
- (2) modify or change prospectively in any manner whatsoever any of the membership qualifications;
- (3) modify or change prospectively or retroactively in any manner whatsoever any of the eligibility requirements for pensions or benefits;
- (4) increase or decrease prospectively the percentage of wages less than the one per cent (1%) minimum or above the six per cent (6%) maximum provided in Section 2 of this Act to be contributed to the fund; or

(5) provide prospectively for refunds, in whole or in part, and with or without interest, of contributions made to the fund by employees who leave the city service before qualifying for a pension.

(b) None of the changes made under Subsection (a) of this section may be made unless all of the following conditions are sequentially complied with:

(1) the change must be approved by a qualified actuary selected by a four-fifths vote of the Board; the actuary's approval must be based on an actuarial finding that the change is supported by the existing funding status of the fund; the actuary, if an individual, must be a Fellow of the Society of Actuaries or a Fellow of the Conference of Actuaries in Public Practice or a Member of the American Academy of Actuaries; the actuary, if an actuarial consulting firm, must be established in the business of providing actuarial consulting services to pension plans and have experienced personnel able to provide the requested services; the findings upon which the properly selected and qualified actuary's approval are based are not subject to judicial review;

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

(3) the changes, except changes made under the provisions of Subdivision (1), Subsection (a), of this section, shall apply only to active member employees who are members of the affected departments at the time the change becomes effective and those who enter the departments thereafter; and

(4) the changes shall not deprive any person, without his written consent, of any right to receive a pension or benefits which have already become vested and matured.

(c) If the Board of Trustees proposes to change benefits under Subdivision (1), Subsection (a), of this section, the change is not effective until the change is finally approved in accordance with this subsection. The Board shall submit the change for approval by the city's or town's governing body. If disapproved by the governing body, or if the governing body fails to act within sixty (60) days of presentation to the governing body, the Board, by resolution passed by a majority of the whole Board, plus one, may require the city's or town's governing body to hold an election, as soon as practicable, for approval of the change by the qualified voters of the city or town. Any change proposed and subsequently approved by the voters under this subsection becomes effective as of the beginning of the city's or town's next fiscal year.

Investigations

Sec. 11. The board shall consider all cases for the retirement and pension of the members of the fire and police departments rendered necessary or expedient under the provisions of this law, and all applications for pensions by widows and the children and of dependent relatives, and the said trustees shall give written notice to persons asking a pension to appear before said board and offer such sworn evidence as he or they may desire. Any person who is a member of either of said departments and who is a contributor to said fund may appear either in person or by attorney and contest the application for participation in said fund by any person claiming to be entitled to participate therein, and may offer testimony in support of such contest. The president or chairman of said board shall have authority to issue process for witnesses and administer oaths to said witnesses and to examine any witness as to any

matter affecting retirement or a pension under the provisions of this law. Such process for witness shall be served by any member of the police or fire department and upon the failure of any witness to attend and testify, he or she may be compelled to attend and testify, as in any judicial proceeding.

Medical Examination

Sec. 12. Said board may cause any person receiving any pension under the provisions of this law, who has served less than twenty (20) years, to appear and undergo a medical examination, as a result of which the board shall determine whether the relief in said case shall be continued, increased, decreased or discontinued. If any person receiving relief under the provisions of this law, after due notice, fails to appear and undergo such examination, the board may reduce or entirely discontinue such relief.

Sec. 13. Repealed by Acts 1973, 63rd Leg., p. 817, ch. 368, § 5, eff. June 12, 1973.

Use of Public Funds

Sec. 14. Except as provided by Section 14A of this Act, no funds shall be paid out of the public treasury of any such incorporated city or town, in carrying out any of the provisions of this law, except on a majority vote of the voters of such city or town, and where such funds have been voted on as provided by law, said city or town shall contribute such amount.

Contribution Increases

Sec. 14A. (a) If at any time a qualified actuary that meets the requirements of Subdivision (1), Subsection (b), Section 10A of this Act, determines that the total contribution rate, expressed as a percentage of wages, is insufficient to amortize the unfunded actuarial accrued liability, as defined under the Governmental Accounting Standards Board Statement No. 25, over a 40-year period :

(1) the city's or town's governing body may increase the city or town contribution rate; and

(2) to the extent that the city or town contribution rate increases under Subdivision (1) of this subsection, the member contribution rate must increase by an amount equal to the member contribution rate before the increase multiplied by a fraction:

(A) the numerator of which is the increase in the amount of the city or town contribution rate; and

(B) the denominator of which is the amount of the city or town contribution rate before the increase.

(b) The sum of the city or town contribution rate and the member contribution rate after an increase under this section may not exceed the total contribution rate determined by the qualified actuary to be necessary to amortize the unfunded actuarial accrued liability over a forty (40) year period.

Contribution Decreases

Sec. 14B. (a) If at any time a qualified actuary that meets the requirements of Section 10A(b)(1) of this Act determines that the total contribution rate, expressed as a percentage of wages, is sufficient to amortize the unfunded actuarial accrued liability, as defined under the Governmental Accounting Standards Board Statement No. 25, over a 25-year period:

(1) the city's or town's governing body may decrease the city or town contribution rate; and

(2) to the extent that the city or town contribution rate decreases under Subdivision (1) of this subsection, the member contribution rate must decrease by an amount equal to the member contribution rate before the decrease multiplied by a fraction:

(A) the numerator of which is the decrease in the amount of the city or town contribution rate; and

(B) the denominator of which is the amount of the city or town contribution rate before the decrease.

(b) The sum of the city or town contribution rate and the member contribution rate after a decrease under this section may not be less than the total contribution rate determined by the qualified actuary to be necessary to amortize the unfunded actuarial accrued liability over a 25-year period.

Awards Exempt

Sec. 15. No amount awarded to any person under the provisions of this law shall be liable for the debts of any such person; shall not be assignable and shall be exempt from garnishment or other legal process.

Separation of Firemen's and Policemen's Pension Funds in certain cities

Sec. 16. In any city or town subject to and operating under the Pension Law, the governing Body and Board of Trustees may, if it is deemed advisable and a majority of the members of said Fire Department or Police Department vote therefor, authorize and provide for the maintenance and administration of Pension Funds for each Department, said Funds to be the Policemen's Division of the Firemen and Policemen Pension Fund and the Firemen's Division of the Firemen and Policemen Pension Fund, to be kept independent of and apart from each other, and said Funds of each Department to consist of contributions by members of said Department, donations thereto and funds received from any source by said Department the purpose and effect of said division being to maintain the membership of and the payments into each Department separate, and to limit the rights of the members of each Department and their beneficiaries to the Pension Fund of their Department, and after the creation and establishment of a Firemen's Division of said Pension Fund and a Policemen's Division of said Pension Fund, the rights of Firemen shall be limited to the Firemen's Division of said Pension Fund, and the rights of Policemen and their beneficiaries shall be limited to the Policemen's Division of said Pension Fund. After a separation has been voted and approved, as above provided, the Board of Trustees shall apportion the existing Firemen and Policemen Pension Fund between the two (2) Funds on the basis of contributions made by the members of the respective Departments and donations or payments to said Departments, and thereafter all payments to members or their beneficiaries of benefits, now accrued or hereafter accruing, shall be made from the Fund of their Department. Where a separation of funds is had, as hereinabove provided, the governing body of any city or town whose voters have authorized the payment of funds from the public treasury into the Firemen and Policemen Pension Fund is hereby authorized to pay to the Board of Trustees, for the use of the Pension Fund of each division above provided for, sums not to exceed in total the amount voted by the people to be paid into the single fund.

Validation of proceedings for separation of pension funds

Sec. 17. All Acts and proceedings had and done by the governing body and Board of Trustees of the Pension Fund of any such city or town, subject to the above provisions, in creating, establishing, maintaining, and administering separate Pension Funds for Firemen and Policemen are hereby legalized,

approved, and validated, as well as the division by said governing body and Board of Trustees of any public funds voted by the voters of said city or town for the Firemen and Policemen Pension Fund between said two (2) Funds, and said governing body and Board of Trustees shall continue the separate maintenance and administration of said Funds in the manner hereinabove provided. This section and Section 16 of this Act provide only for the separation of pension funds into policeman and fireman divisions and grant the governing body no power or authority granted to the Board of Trustees under any provision of this Act, and the Board of Trustees shall have exclusive charge of administration and maintenance of the fund.

Operation of Fund Notwithstanding Census Change

Sec. 18. Any city which has heretofore established a firemen and policemen fund in accordance with [Article 6243B of Vernon's Texas Civil Statutes](#) or as amended, shall continue to operate such fund under the provisions of this Act. It is further provided that the fact that any future Federal Census may result in said city being above or below the population bracket herein specified shall not affect the validity of such fund and such fund shall continue to be operated pursuant hereto.



Legislation Text

File #: 25-465, 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

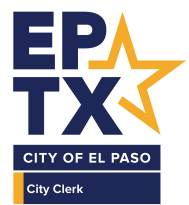
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

Discussion and action that the City Council declares that the expenditure of the discretionary funds from City Council District 4 in an amount not to exceed \$350, to be used towards funding the registration costs to the Jacksonville Neighborhoods USA 50th anniversary conference for presidents or designees of the North Hills Neighborhood Pride Association, a recognized neighborhood association in District 4, serves a municipal purpose of cultivating an environment conducive to strong economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

**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 Neighborhoods USA is a national non-profit organization committed to building and strengthening neighborhood organizations to build stronger communities and therefore encourages the participation of Neighborhood Associations in the Conference; and

WHEREAS the 50th Anniversary Conference in Jacksonville, Florida is expected to bring together people across the country and will include over 40 workshops curated for practitioners and neighborhood leaders to educate and advocate on neighborhood concerns; and

WHEREAS the City established a Neighborhood Association Program to improve communication between neighborhoods, their residents, the private sector, and city government on matters affecting the livability and character of their neighborhoods; and

WHEREAS Neighborhood Associations that participate in the City's Neighborhood Association Program obtain recognition status and establish a means whereby early identification and resolution of potential conflict involving neighborhoods, their residents, and the private sector can be achieved; and

WHEREAS City Council Representative Cynthia Boyar Trejo, District 4 recognizes the importance of the participation of Neighborhood Associations in the Conference and recommends the allocation of District 4 discretionary funds in an amount not to exceed \$350 to be used towards funding of registration costs to the Neighborhoods USA conference for designees being awarded at the Conference from the North Hills Neighborhood Pride Association, in District 4; and

WHEREAS City Council finds that the expenditure of District 4 discretionary funds serves a municipal purpose of cultivating an environment conducive to strong, economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

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

That the City Council declares that the expenditure of the discretionary funds from City Council District 4 in an amount not to exceed \$350, to be used towards funding the registration costs to the Jacksonville Neighborhoods USA 50th anniversary conference for presidents or designees of the North Hills Neighborhood Pride Association, a recognized neighborhood association in District 4, serves a municipal purpose of cultivating an environment conducive to strong economic development, promoting the visual image of El Paso, enhancing El Paso's quality of life and nurturing and promoting a healthy, sustainable community.

That, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any related agreements or amendments to such agreements necessary to ensure that the funds are properly expended for such purpose.

(Signatures to follow on next page)

APPROVED this ____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney



Legislation Text

File #: 25-485, 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

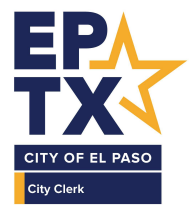
Members of the City Council, Representative Josh Acevedo, (915) 212-0002

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 draft and present a City ordinance within 120 days that would require retail grocery stores to offer fair access to discount pricing to all consumers, regardless of their access to or familiarity with digital technology. The ordinance would further require any grocery store that sells goods in the City of El Paso and offers digital coupons and/or discounts via the Internet, text message, or a mobile/smartphone application, to make traditional, physical coupons with identical pricing available to consumers.

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



DEPARTMENT: Mayor & Council

AGENDA DATE: 04/15/2025

CONTACT PERSON NAME Representative Josh Acevedo, **PHONE NUMBER:** 915-212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 8 - Nurture & Promote a Healthy,

SUBGOAL:

SUBJECT: Discussion and action to direct the City Manager and City Attorney to draft and present a City ordinance within 120 days that would require retail grocery stores to offer fair access to discount pricing to all consumers, regardless of their access to or familiarity with digital technology. The ordinance would further

COMMUNITY AND STAKEHOLDER OUTREACH:

My office has spoken to community members who maintain that a digital divide negatively impacts a significant portion of El Paso residents with regard to food discounts and access to healthy food options.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

Economically disadvantaged, elderly, and other El Paso residents lack access to the Internet and smartphone devices, putting them at a disadvantage when retail grocery stores offer digital-only coupons and discounts. This ordinance would correct that divide by requiring equal access to discounts that are accessible to all residents.

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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



Legislation Text

File #: 25-409, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8

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

AGENDA LANGUAGE:

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

Update on the February 3, 2025 City Council motion directing the City Manager to conduct an analysis of local, state, and federal funding sources that could help fund the design and construction of the Deck Plaza; and to request a formally adopted position statement from the Tax Increment Reinvestment Zone (TIRZ) #5 Board about potential boundary expansion and the use of TIRZ #5 funds for Deck Plaza design and/or construction activities; and to include said position statement from the TIRZ #5 in any work product or recommendation resulting from this item.

**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)



Legislation Text

File #: 25-454, 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.

Discussion and action that the City Manager be authorized to execute a First Amendment of the Chapter 380 Economic Development Program Agreement, dated July 2, 2024, by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality and **NOTES LIVE INC.**, and its subsidiaries/affiliates a Colorado Corporation, incorporating a local preference for project-related hiring and procurement; updating project-related timelines; increasing the minimum investment to \$100,000,000; and increasing the real property acreage associated with the proposed development located at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas, 79924.

**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

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

That the City Manager be authorized to execute a First Amendment of the Chapter 380 Economic Development Program Agreement, dated July 2, 2024, by and between the **CITY OF EL PASO, TEXAS**, a home-rule municipality and **NOTES LIVE INC.**, and its subsidiaries/affiliates a Colorado Corporation, incorporating a local preference for project-related hiring and procurement; updating project-related timelines; increasing the minimum investment to \$100,000,000; and increasing the real property acreage associated with the proposed development located at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas, 79924.

APPROVED this _____ day of _____ 2025.

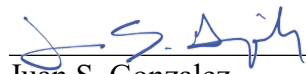
CITY OF EL PASO:

ATTEST:

Renard U. Johnson
Mayor

Laura N. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Brasgalla, Director
Economic and International Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO CHAPTER 380
ECONOMIC DEVELOPMENT PROGRAM
AGREEMENT**

This **First Amendment to the Economic Development Program Agreement** (“Amendment”) is made and entered into this _____ day of _____, 2025 by the **CITY OF EL PASO, TEXAS** (“City”), a Texas home rule municipal corporation and **venu HOLDING CORPORATION, successor-by-name-change to Notes Live, Inc., and its subsidiaries/affiliates a Colorado Corporation** (“Applicant”), duly acting herein by and through its general partner. The parties mutually agree to an Amendment as follows:

WHEREAS, on July 2, 2024, City and Applicant entered into an Economic Development Program Agreement (the “Agreement”), a copy of which is attached and labeled as Attachment A, for the purposes of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, Applicant desires to construct a state-of-the-art luxury 12,500 seat amphitheater (“Development”) to host national touring acts; and

WHEREAS, the Development will support the goals of the Reimagine Cohen effort to revitalize the Cohen Stadium site, provide a catalyst for development in Northeast El Paso, create a regional project, become a destination point and encourage increased economic development in the City, increased property tax revenues, and the City’s improved ability to provide for the health, safety and welfare of the citizens of El Paso; and

WHEREAS, the City and Applicant desire to amend the Agreement better reflect the parties expectations and deliverables; and

WHEREAS, the City has concluded and hereby finds that the Agreement and Amendment embody an eligible program and clearly promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and further, is in the best interest of the City and Applicant.

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

1. The amount reflected in Section 1. J. and Section 3.A.(1) & (4) shall be revised from \$80,000,000 to \$100,000,000.
2. Section 3.A.(6) shall be revised to include the following sub-paragraph:
 - (1) Whenever feasible and provided doing so will not cause delay to the progress of the development; Applicant shall adhere to the Hire El Paso First section of the City of El

Paso's Procurement and Sourcing policy in Applicant's procurement and hiring associated with the construction of the Development.

3. Exhibit A of the 380 agreement approved on July 2, 2024 and specifically incorporated by reference in Section 1.P. "Real Property" shall be replaced in its entirety with the revised legal description and survey reflected in Attachment B to this Amendment. The revised survey and legal description increase the real property acreage to approximately 20 acres, upon which the development will be constructed.
4. Section 7.I. shall be revised to include the following sub-paragraphs:
 - (1) All deadlines and other obligations of Applicant will be tolled a duration equal to the extent performance by Applicant is delayed due to restrictions, disclosures, covenants, or other terms set forth in that certain Deed from the United States of America, filed in Volume 766, Page 825 and as referred to in Volume 2100, Page 328, Real Property Records, El Paso County, Texas (collectively, the "Title Encumbrances"); and
 - (2) In the event the State of Texas or another governmental agency determines that Applicant cannot proceed with the contemplated development because of circumstances relating to the Title Encumbrances, then Applicant shall have the right to terminate the 380 Agreement, and subject only to Applicant's reconveyance of the property to the city, neither party shall have any further rights or obligations under the Agreement.
5. Except as amended herein, the Agreement between the City and Applicant shall remain in full force and effect.

(Signatures begin on the following page)

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of the _____ day of _____, 2025.

CITY OF EL PASO, TEXAS:

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

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §


This instrument was acknowledged before me on the _____ day of _____, 2025, by Dionne Mack, as City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

My Commission Expires:

(Signatures continue on the following page)

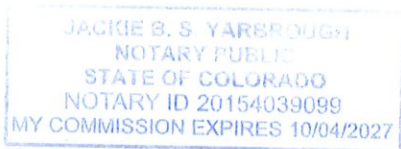
APPLICANT:
venu HOLDING CORPORATION a
Colorado Corporation

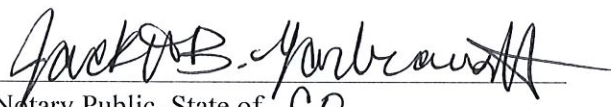
By: 
 Name: JW Roth
 Title: CEO

ACKNOWLEDGMENT

STATE OF CO §
 COUNTY OF El Paso §

This instrument was acknowledged before me on the 8th day of April, 2025, by JW Roth as CEO (title) of **venu HOLDING CORPORATION., a Colorado Corporation.**




 Notary Public, State of CO

My Commission Expires:

10/4/2027

ATTACHMENT A

[Economic Development Agreement dated July 2, 2024]

RESOLUTION

WHEREAS, the City of El Paso, Texas (“City”) desires to provide incentives to Notes Live, Inc., a Colorado Corporation (“Applicant”), pursuant to Chapter 380 of the Texas Local Government Code (“Chapter 380”), for the construction or renovation of a development located on the Applicant’s real property, subject to concurrent approval and execution of the Purchase and Sale Agreement, located at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1 (approximately 17 AC) and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS, in 2017, the City of El Paso invited the public to reimagine Cohen Stadium and help shape a comprehensive master plan for the Cohen Stadium site; and

WHEREAS, on August 29, 2018, City Council adopted the Cohen Entertainment District Master Plan outlining a vision for a vibrant retail, entertainment, and recreation destination; and

WHEREAS, Applicant desires to construct a state-of-the-art luxury 12,500 seat amphitheater (“Development”) to host national touring acts; and

WHEREAS, the Development will support the goals of the Reimagine Cohen effort to revitalize the Cohen Stadium site, provide a catalyst for development in Northeast El Paso, create a regional project, and become destination point; and

WHEREAS, on May 29, 2018, the City Council established Tax Increment Reinvestment Zone Number 11 (“Zone”); and

WHEREAS, the Amended Final Project and Financing Plan (“Plan”) was adopted on June 4, 2024; and

WHEREAS, the proposed Chapter 380 Economic Development Program Agreement (“Agreement”) is consistent with the purpose and Plan for the Zone; and

WHEREAS, the Tax Increment Reinvestment Zone Number 11 Fund shall finance the Agreement Rebates, as defined in the Agreement, in accordance with the provisions of Chapter 311 of the Texas Tax Code and the Plan, unless otherwise stated in the Agreement; and

WHEREAS, Texas Economic Development Fund (“TED Fund”) was established on January 19, 2021 for the purpose of promoting economic development within El Paso Electric’s Texas Service Area; and

WHEREAS, the Development is considered a high-impact project within the Tourism Target Industry, and therefore is eligible for financial incentives for the TED Fund; and

WHEREAS, the City is conveying property under Section 253.0125 of the Texas Local Government Code; and

WHEREAS, the City Council has found that the conveyance of the City's Property to the Applicant is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and

WHEREAS, the Chapter 380 Economic Development Program Agreement and related Purchase and Sale Agreement between the City and Applicant provide provisions therein granting the City sufficient control over the conveyance of City-owned land to ensure that the public purpose relating to economic development is accomplished; and

WHEREAS, the City concludes and hereby finds that the Agreement promotes economic development in the City and meets the requirements of Chapter 380.

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

THAT the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement by and between the City of El Paso, Texas and Notes Live Inc, in support of the construction of a 12,500 seat amphitheater at Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, Texas. Subject to the terms and conditions of the Agreement and provided that Applicant expends or causes to expend a minimum of \$80,000,000 in Qualified Expenditures for the Project and secures an operator contract for a minimum 40 national touring events per year, the City agrees to provide Applicant with incentives totaling \$30,900,208 over the term of this Agreement. Incentives will take the form of a Real and Business Personal Property Tax Rebate; a Sales and Use Tax Rebate; a Mixed Beverage and Gross Receipts Tax Rebate; a Development Fee Waiver; a Construction Materials Sales Tax Rebate; and an 8-year Development Note backed by the Texas Economic Development Fund. Incentives also include the conveyance of City -owned land in accordance with Chapter 253.0125 of the Texas Local Government Code, executed via separate Purchase and Sale Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

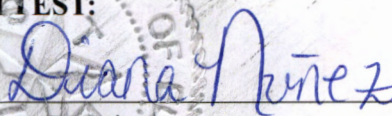
PASSED AND APPROVED this 2nd day of July 2024.

THE CITY OF EL PASO:



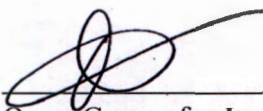
Oscar Leeser
Mayor

ATTEST:



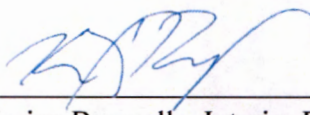
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez for Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Karina Bragalla, Interim Director
Economic & International Development

STATE OF TEXAS

§
§
§

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

COUNTY OF EL PASO

This Chapter 380 Economic Development Program Agreement ("**Agreement**") is made this 2 day of July, 2024 ("**Effective Date**") between the City of El Paso, Texas, a Texas home rule municipal corporation, (the "**City**"), and **Notes Live Inc.**, and its subsidiaries/affiliates **a Colorado Corporation** (the "**Applicant**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, the City has the authority under Chapter 380 of the Texas Local Government Code ("Chapter 380") to make loans or grants of public funds for the purpose of promoting local economic development and stimulating business and commercial activity within the City; and

WHEREAS, the City desires to provide incentives to the Applicant, pursuant to Chapter 380, for the construction or renovation of a development located on the Applicant's real property, subject to concurrent approval and execution of the Purchase and Sale Agreement, located at **Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1 (approximately 17 AC)** and the Applicant wishes to receive the incentives in exchange for compliance with the obligations set forth herein; and

WHEREAS in 2017, the City of El Paso invited the public to reimagine Cohen Stadium and help shape a comprehensive master plan for the Cohen Stadium site; and

WHEREAS, on August 29, 2018, City Council adopted the Cohen Entertainment District Master Plan outlining a vision for a vibrant retail, entertainment, and recreation destination; and,

WHEREAS, Applicant desires to construct a state-of-the-art luxury 12,500 seat amphitheater ("**Development**") to host national touring acts; and,

WHEREAS, the Development will support the goals of the Reimagine Cohen effort to revitalize the Cohen Stadium site, provide a catalyst for development in Northeast El Paso, create a regional project, and become destination point; and,

WHEREAS, on May 29, 2018, the City Council established Tax Increment Reinvestment Zone Number Eleven ("**Zone**"); and.

WHEREAS, the Amended Final Project and Financing Plan ("**Plan**") was adopted on June 4, 2024; and,

WHEREAS, the Agreement is consistent with the purpose and Plan for the Zone; and,

WHEREAS, the Tax Increment Reinvestment Zone Number 11 Fund shall finance the Agreement Rebates, in accordance with the provisions of Chapter 311 of the Texas Tax Code and the Plan, unless otherwise stated in the Agreement; and,

WHEREAS, Texas Economic Development Fund (“TED Fund”) was established on January 19, 2021 for the purpose of promoting economic development within El Paso Electric’s Texas Service Area; and,

WHEREAS, the Development is considered a high-impact project within the Tourism Target Industry, and therefore is eligible for financial incentives for the TED Fund; and,

WHEREAS, the City is conveying property under Section 253.0125 of the Texas Local Government Code; and,

WHEREAS, the City Council has found that the conveyance of the City’s Property to the Company is in the public interest because it will revitalize the Cohen Entertainment District, create a new tourism opportunity both regionally and internationally, provide direct and indirect benefits to the El Paso community, while also diversifying and expanding the local tax base and creating quality job opportunities; and,

WHEREAS, the Chapter 380 Agreement and related Purchase and Sale 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 concludes and hereby finds that this Agreement promotes economic development in the City and meets the requirements of Chapter 380.

The parties agree as follows:

SECTION 1. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- A. **“Agreement”** means this Chapter 380 Economic Development Program Agreement, together with all exhibits and schedules attached and incorporated herein by reference.
- B. **“Base Year Value”** means valuation of the real and business personal property by the El Paso Central Appraisal District on the rolls as of January 1st of the year of the Effective Date of this Agreement. The Base Year Value shall not be interpreted to be equivalent or determinative for appraisal purposes or used in any way to determine market value.
- C. **“Construction Materials Sales Tax Rebate”** means a one-time 100% rebate of the City’s 1% Sales and Use Tax from receipts for materials and labor of taxable items used in the construction of the Development.
- D. **“Development”** means the construction of a 12,500-seat amphitheater, further described in Exhibit B, which is attached and incorporated for all purposes.
- E. **“Development Fee Waiver”** means a 100% waiver of all development, building permit, and inspections fees required for the Development under Title 18, Title 19, and Title 20 of the El Paso City Code; however, under no circumstances shall the City rebate reinspection and other building and inspection penalty fees associated with the development and construction of the Development.

- F. **“Effective Date”** means the date the El Paso City Council approves this Agreement.
- G. **“Entitlement”** Entitlement means all government authorizations required to develop and construct the Development.
- H. **“Rebate”** means each annual payment to APPLICANT under the terms of this Agreement computed as the sum of the applicable rebates; (i) Mixed Beverage Sales Tax Rebate; (ii) Sales and Use Tax Rebate; (iii) Real and Business Personal Property Tax Rebate; and (iv) the one-time payment for the Construction Materials Sales Tax Rebate.
- I. **“Rebate Submittal Package”** means the documentation required to be supplied to City as a condition of receipt of any Rebate, with such documentation more fully described in the Rebate Submittal Package, which is attached as Exhibit C to this Agreement.
- J. **“Minimum Investment”** means those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the renovation or construction project or furnishing of the improvements for the Development. For purposes of this Agreement, the Minimum Investment is **\$80,000,000**.
- K. **“Business Personal Property Base Year Value”** means the value of the non-inventory, personal property on the El Paso Central Appraisal District rolls as of August 29 of the year in which this Agreement is executed with respect to the Development. However, under no circumstances shall the Business Personal Property Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be utilized in any way to determine market value.
- L. **“Property Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the incremental ad valorem real and business personal property tax revenue generated by the subject property above the Base Year Value for the Agreement Period (as defined herein).
- M. **“Mixed Beverage and Gross Receipts Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the mixed beverage sales and gross receipts tax associated with the Applicant’s Tax ID number.
- N. **“Sales and Use Tax Rebate”** means a rebate, according to the Rebate Table found in Exhibit D of this Agreement, of the City’s portion of the sales and use tax generated by the subject property.
- O. **“Qualified Expenditures”** means the monetary expenditures paid or caused to be paid by Applicant after the Effective Date for material used in constructing or renovating the Development; and labor required for the construction or renovation of the Development.
- P. **“Real Property”** means the real property owned by Applicant located at the Northeast Corner of Cohen Avenue and Gateway Boulevard North, El Paso, TX 79924; Legal Description Portion of Block 7, Castner Range Subdivision No. 1, El Paso, Texas, and described on Exhibit A, which is attached and incorporated by reference. The Real Property is the location for Applicant’s proposed Development.

- Q. “**Development Note**” means an 8-Year promissory note in the amount of \$8,000,000 at 0% interest to Developer to be funded by the Texas Economic Development Fund.

SECTION 2. TERM AND REBATE PERIOD.

- A. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of: (i) the date when the aggregate amount of Rebate payments is issued; (ii) **25** years from the Effective Date; (iii) the proper termination of this Agreement in accordance with the applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing (“Term”).
- B. Applicant’s eligibility for Rebate payments shall be limited to **20** consecutive years within the Term of this Agreement (the “Rebate Period”). The first year of the Rebate Period shall be the first tax year after the issuance of the Certificate of Occupancy for the Development. A Temporary Certificate of Occupancy does not qualify as a Certificate of Occupancy.

SECTION 3. OBLIGATIONS OF APPLICANT.

A. DEVELOPMENT.

- (1) Applicant shall or construct, at its sole cost and expense, the Development and shall expend a minimum of **\$80,000,000** in Qualified Expenditures to construct the Development.
- (2) **Operator Contract.** Developer is responsible for securing a venue operator for **10 years with two 5-year extensions**, for a minimum **40 events** per year, prior to obtaining a Temporary Certificate of Occupancy.
- (3) Applicant shall commence construction and/or improvements of the Development within **90 days** following Entitlement.
- (4) Within **36** months after Entitlement, Applicant shall submit documentation to the City to verify the following:
 - (1) The expenditure of a minimum of **\$80,000,000** in Qualified Expenditures; and
 - (2) That Applicant has received **Temporary Certificate of Occupancy** for the Development.
- (5) The Applicant shall submit documentation to the City to verify the **Certificate of Occupancy** within **42** months from the date of Entitlement, or 6 months after receipt of Temporary Certificate of Occupancy unless mutually agreed upon in writing by the Developer and City.
- (6) Applicant shall diligently and faithfully in a good and workmanlike manner pursue the completion of the Development and that the construction of same will be in accordance with all applicable federal, state and local laws and regulations.

- (7) The Director of Economic and International Development may provide an extension not to exceed 6 months of Development deadlines, provided that Applicant has made a good faith effort to fulfill its obligations.
- (8) Applicant agrees that during the Term of this Agreement, the Real Property shall be limited to those uses consistent with the Development.
- (9) Applicant shall demonstrate, before the receipt of any payments, that Applicant has incurred no delinquency taxes by providing certified city tax certificates for any parcel of property owned in the City of El Paso.
- (10) Applicant agrees that during Tax Years 1-3 subsequent to the Effective Date they shall not challenge or permit anyone else to take actions on its behalf to challenge any assessments by the El Paso Central Appraisal District of **\$40,000,000** or less. This property value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, Applicant agrees that neither this Agreement, nor the values contained within, will be utilized to contest appraisal values or in the determination of the market value of the Development.
- (11) Applicant, during normal business hours, at its principal place of business in El Paso, shall allow the City or its agents reasonable access to operating records, accounting books, and any other records related to the economic development considerations and incentives described herein, which are in Applicant's possession, custody, or control, for purposes of verifying the Qualified Expenditures and for audit, if so requested by the City. The confidentiality of such records will be maintained in accordance with all applicable laws.
- (12) Applicant agrees, at the Applicant's expense, to complete and provide a final Traffic Impact Analysis and Parking Study to the City of El Paso no later than August 15, 2024 unless an extension is mutually agreed upon from both the Applicant and the City of El Paso.

B. REBATE SUBMITTAL PACKAGE.

In order to receive the disbursement of the Rebate, the Applicant must submit a Rebate Submittal Package, as specified below.

- (1) The Applicant shall annually submit one Rebate Submittal Package which shall be in the form provided in Exhibit C, together with the requisite documentation. The Applicant shall submit to the City the initial Rebate Submittal Package within 60 business days of the Applicant's receipt of Certificate of Occupancy for the Development. Thereafter, the Applicant's annual Rebate Submittal Package must be submitted on or within 30 business days after the anniversary of the date of the Certificate of Occupancy of each year. A failure by the Applicant to timely submit a Rebate Submittal Package in accordance with this paragraph is a waiver by the Applicant to receive a Rebate payment for that Rebate year.

- (2) Concurrent with the submittal of a Rebate Submittal Package, the Applicant will submit to the City documentation as may be reasonably necessary to verify the expenditure to date of the Minimum Investment, which has not otherwise been verified as part of a prior submittal. The City will provide to the Applicant a written explanation for any Minimum Investment that the City determines cannot be verified. The Applicant may submit additional documentation to the City in order to obtain verification.
- (3) The City's determination of the amount of the Rebate payment due to the Applicant is final pending substantial compliance documentation is provided by the Applicant or its Representative that verifies a variance in valuation

SECTION 4. OBLIGATIONS OF THE CITY.

During the Term of this Agreement, and so long as an Event of Default has not occurred and Applicant is in compliance with the Agreement, the City agrees as follows:

- A. The City agrees to provide a one time, 100% Construction Materials Sales Tax Rebate on the City's portion of the sales and use tax on the Development's construction materials due to the Developer following submission of the first Rebate Submittal Package, in accordance with the terms and provisions of this Agreement.
- B. The City agrees to provide a 100% Development Fee Waiver in accordance with the terms and provisions of this Agreement.
- C. The City agrees to provide an exemption or waiver to any and all fees (e.g. Impact Fees) associated with the Development that are and/or will be subsequently approved by the City Council after the Term Sheet consideration and approval at the April 24, 2024 City Council meeting in accordance with the terms and provisions of this Agreement.
- D. The City agrees to provide a Property Tax Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- E. The City agrees to provide a Sales and Use Tax Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- F. The City agrees to provide a Mixed Beverage Sales and Gross Receipts Rebate in accordance with the terms and provisions of this Agreement, as detailed in Exhibit D.
- G. The City agrees to provide an 8-Year promissory note in the amount of \$8,000,000 at 0% interest, funded by the Texas Economic Development Fund. Development Note shall be disbursed to the Developer within 60 days of the Effective Date. Development Note shall be forgiven if Developer meets performance milestones detailed below:
 - (1) Completion of construction within 36 months from Entitlement; and,
 - (2) A minimum of 25 events per year in years 3-5 of the Rebate Period.

- H. The City will process any eligible Rebate payment within **90 days** after receipt of the Applicant's first and annual Rebate Submittal Package.

I. CITY PARTICIPATION IN DEVELOPMENT OF COMPETING VENUES:

- (1) The intent of the parties is to support the successful construction & operation of the purpose-built development as previously defined in Sections 1.D., 3.A.; and Exhibit B.
 - (2) The City agrees to not develop a new live entertainment venue within 60 miles ("Restricted Area") of the Development having a capacity of more than 4,000 persons (a "Competing Venue") and with the intent of competing with the Development; including Applicant's Operator Contract(s) associated with this Development. This shall not be construed to limit the City's pursuit of voter-approved projects, projects affirmed by judicial decree, or participation in regional projects which will not diminish the intent and operation of the purpose-built Development as defined above.
 - (3) As allowable by law; the City shall provide Applicant with a first right of refusal to develop and/or operate any voter approved project as of the Effective Date of this Agreement. Notwithstanding the foregoing, the Applicant shall have the right to pursue and enter into bookings and exclusive booking agreements for any live entertainment venue within the Restricted Area.
 - (4) The provisions of this Section 4.I. will terminate with the termination of this Agreement.
- J. The City shall guarantee parking facilities for exclusive developer use on event days through lease agreements with City entities and or interlocal partnerships. The number of spaces shall be determined by a final Traffic Impact Analysis and Parking Study for site feasibility, except that the minimum number of spaces within a 1 mile radius shall be 3,600 subject to confirmation of the results of the completed the final Traffic Impact Analysis and Parking Study to be provided to the City of El Paso by August 15, 2024.

SECTION 5. EVENTS OF DEFAULT.

Each of the following Paragraphs A through D shall constitute an Event of Default:

- A. **Failure to Comply.** Applicant's failure to comply with, or to perform any obligation or condition of this Agreement or in any related documents, or Applicant's failure to comply with or to perform any obligation or condition of any other agreement between the City and Applicant.
- B. **False Statements.** Any representation or statement made or furnished to the City by Applicant pursuant to this Agreement or any document(s) related hereto, that is/are false or misleading in any material respect; or if Applicant obtains actual knowledge that any such representation or statement has become false or misleading after the time that it was made, and Applicant fails to provide written notice to the City of the false or misleading nature of such representation or statement within 10 days after Applicant learns of its false or misleading nature.

- C. **Insolvency.** Applicant files a voluntary petition in bankruptcy, a proceeding in bankruptcy is instituted against the Applicant and the Applicant is thereafter adjudicated bankrupt, a receiver for the Applicant's assets is appointed, or any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant.
- D. **Property Taxes.** If Applicant allows its personal or real property taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such taxes and to cure such failure or post a satisfactory bond within 30 days after written notice thereof from the City and/or El Paso Central Appraisal District.
- E. **Notice and Opportunity to Cure.** If an Event of Default occurs, the City will provide Applicant with written notice of the default and Applicant shall have 90 days from the receipt of said notice to cure the default (the "Cure Period"). If the default cannot be remedied within the Cure Period but the Applicant has made a diligent effort to effect a cure, the Cure Period may be extended at the City's sole discretion for a reasonable time. The City, in its sole discretion, shall determine what constitutes "a reasonable time" and what constitutes "a diligent effort" for purposes of this provision. If the City agrees to extend the Cure Period past the 90 days, the City shall notify the Applicant, in writing, of the expiration date of the extended cure period.
- F. **Failure to Cure.** If an Event of Default occurs and, after receipt of written notice and opportunity to cure as herein provided, the Applicant fails to cure the default in accordance with the provisions herein, then this Agreement may be terminated by the City by written notice to the Applicant at which time the City's obligations hereunder will end and the City may exercise any other right or remedy available at law or in equity. Notwithstanding anything herein or elsewhere to the contrary, no termination of this Agreement shall cause a termination of, or otherwise diminish or effect, the lease agreement for parking contemplated herein and executed by the parties concurrently with closing of the Purchase and Sale Agreement.

SECTION 6. RECAPTURE.

Should the Applicant default under Section 5 of this Agreement and provided that the cure period of 90 days for such default has expired, Rebates previously provided for the preceding 5 years from the date of the Event of Default. City pursuant to this Agreement shall be recaptured and repaid by Applicant within 180 days of the Event of Default\.

SECTION 7. MISCELLANEOUS PROVISIONS

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in mutually agreed in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created

hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.

- C. **Applicant's Sale or Transfer of the Development.** Prior to any sale or other transfer of fee ownership rights in the Development to any party that is not controlled by (or under common control with) Applicant, Applicant shall notify the City in writing of such sale or transfer 90 business days before the effective date of such sale or transfer. Nothing herein shall be interpreted to restrict the transfer of any leasehold or mortgage interest (or any transfer of rights relating to fire pit suites, owners' suites or similar investor amenities) by or require notice thereof from Applicant to the City.
- D. **Assignment.** Applicant understands and agrees that the City expressly prohibits Applicant from selling, transferring, assigning or conveying in any way any rights to receive the Rebate or Rebates that are subject of this Agreement without the City's consent to assignment. Any such attempt to sell, transfer, assign or convey without the City's prior written consent is void and may result in the immediate termination of this Agreement and recapture of the taxes rebated prior to the attempted transfer. Notwithstanding the foregoing, nothing herein or elsewhere shall be interpreted to restrict the transfer, assignment, sale, encumbrance or conveyance of any rights or interests hereunder from Applicant to any entity controlled by (or under common control with) Applicant.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Applicant warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Applicant to the same.
- F. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of Applicant as a basis for nondisclosure.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same document.
- H. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Rebate payments received by Applicant from the City as of the date of such violation not later than one hundred twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Rebate payment(s) was paid to Applicant, at the rate of seven percent (7%) per

annum. The interest will accrue from the date the Rebate payment(s) were paid to Applicant until the date the reimbursement payments are repaid to City. City may also recover court costs and reasonable attorney's fees incurred in an action to recover the Rebate payment(s) subject to repayment under this section. Applicant is not liable for a violation by its subsidiary, affiliate, or franchisee, or by a person which whom Applicant contracts.

- I. **Force Majeure.** The parties agree that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- J. **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- K. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officers, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- L. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Rebate Submittal Packages and other required documentation to City electronically at the following address:
EDcompliance@elpasotexas.gov.

To the City:

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

With a Copy to:

The City of El Paso
Attn: Economic and International Development
P. O. Box 1890
El Paso, Texas 79950-1890

To the Applicant:

Notes Live, Inc.

Attn: Robert M. Mudd
Address: 1755 Telstar, Suite 501
Colorado Springs, CO 80920

With a Copy to:

Notes Live, Inc.
Attn: W. Wade Beavers
1755 Telstar, Suite 501
Colorado Springs, CO 80920

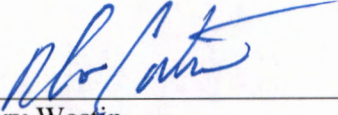
M. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising.

N. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

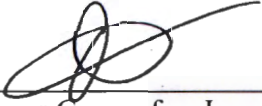
[Signatures begin on the following page]

IN WITNESS WHEREOF, the parties hereby execute this Agreement.

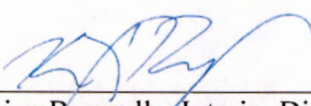
CITY OF EL PASO:


Cary Westin
Interim City Manager

APPROVED AS TO FORM:


Oscar Gomez for, Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Karina Brasgalla, Interim Director
Economic & International Development


ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

Robert Cortines
for This instrument was acknowledged before me on the 3 day of July, 2024,
by Cary Westin as Interim City Manager of the City of El Paso, Texas, on behalf of the City of El Paso, Texas.

My Commission Expires:

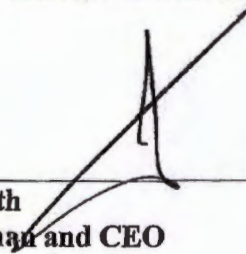
06-01-2026


Notary Public, State of Texas



[Signatures continue on the following page]

APPLICANT: NOTES LIVE, INC.



JW Roth
Chairman and CEO

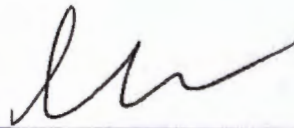
ACKNOWLEDGMENT

STATE OF

§
§
§

COUNTY OF

This instrument was acknowledged before me on the 24 day of June, 2024, by
JW Roth as Chairman and CEO FOR Notes Live, Inc.



Kristen Hoskins
Notary Public, State of Colorado

My Commission Expires:

6/20/2027



EXHIBIT A

Description of the Real Property

Address: Northeast Corner of Cohen Avenue and Gateway Boulevard North
El Paso, TX 79924

Property ID: 568428

Legal Description: Portion of Block 7, Castner Range Subdivision No. 1, El Paso County, Texas

Geographic ID: C23299900700150



EXHIBIT B

Description of Development

The proposed Project is the construction of a 12,500-seat amphitheater within the Cohen Entertainment District. Projected uses at the site include:

- The operation of the Development including the presentation and broadcasting, streaming or other transmission of concerts, live shows, theater performances, public or private exhibitions, civic events, public ceremonies, other forms of live entertainment and activities related thereto.
- Restaurants and private clubs.
- Sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items customarily sold and marketed in amphitheater/outdoor entertainment facilities, subject to the requirements of Applicable Law.
- Conducting public tours of the Development Site.
- Retail uses, including such uses located in the Development, along the street level of the Development and in kiosks, carts and similar movable or temporary retail facilities.
- Educational, civic, and other public uses.
- Studio and related facilities for radio, television, and other broadcast, streaming and entertainment media within the Development, including support and production facilities.
- Storage of maintenance equipment and supplies used in connection with the operation of the Development Site.
- Presentation and broadcasting, streaming or other transmission of concerts and other entertainment events and activities related thereto, including exhibitions, promotional activities and events, community and public relations, advertising, and other marketing of concerts and events, ticket sales, and all other activities which, from time to time, are customarily conducted by or are related to the presentation and broadcasting or streaming of concerts and other entertainment events.

EXHIBIT B (continued)

Description of Development

Renderings/Building Plans:

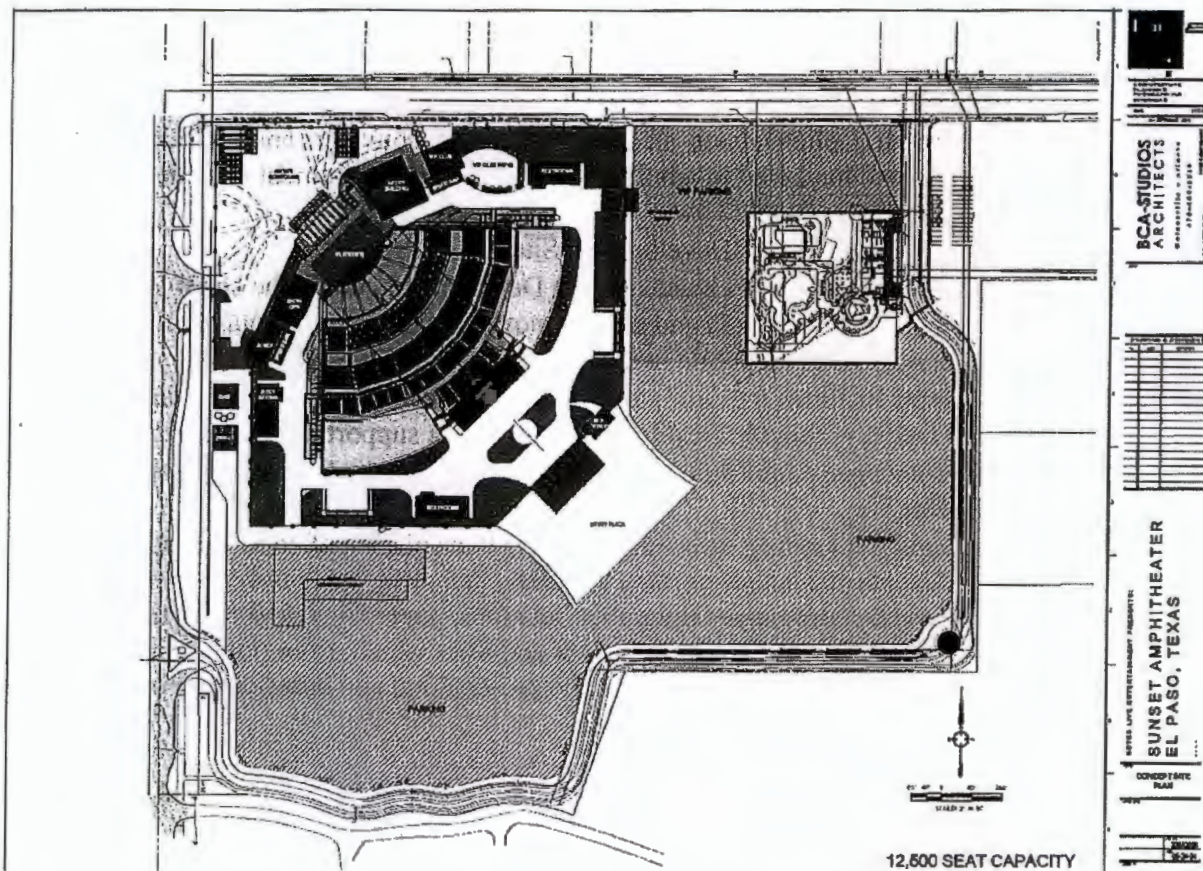


EXHIBIT C
Rebate Submittal Package Form

[Applicant] believes that it has substantially met its obligations under the Chapter 380 Agreement dated the _____ day of _____ 20__ and signed by _____ of **[Applicant]**. Pursuant to the Agreement, **[Applicant]** submits this Rebate Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Rebate payments referenced in the Agreement in consideration for its obligations met therein.

As required by the Agreement, the following information is submitted:

1. Electronically to Email: EDCompliance@elpasotexas.gov;
2. Completed Rebate Submittal Package Form
3. **[INITIAL SUBMITTAL ONLY]** Written confirmation of the execution of the Operator Contract.
4. **[INITIAL SUBMITTAL ONLY]** Copy of Development Permits;
5. **[INITIAL SUBMITTAL ONLY]** Documentation to evidence the amount of development fees paid as a result of the Development (receipts, invoices, bank and/or credit card statements, checks);
6. **[INITIAL SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the Construction Materials Sales Tax Rebate (receipts, invoices, bank and/or credit card statements, checks);
7. **[INITIAL SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified (receipts, invoices, bank and/or credit card statements, checks)
8. **[INITIAL SUBMITTAL ONLY]** Certificate of Occupancy
9. **[INITIAL SUBMITTAL ONLY]** [1295 Form](#)
10. Real and Business Personal Property tax payment receipt showing proof of payment for calendar tax year being requested (real and personal **if applicable**):
11. Parking Reimbursement Invoice
12. Sales and Use Tax Reports, Returns, and Proof of Payment to the Texas Comptroller's Office.
13. Documentation evidencing the Mixed Beverage and Gross Receipts Tax paid.

It is understood by **[Applicant]** that the City of El Paso has up to ninety (90) days to process this request and reserves the right to deny the Rebate request if the Applicant has not complied with the terms of the Agreement.

[Applicant]

Name: _____

Title: _____

EXHIBIT D**Tax Rebate Table**

Rebate Year	City Real and Business Personal Property	City Sales and Use	City Mixed Beverage Sales and Gross Receipts
1	100%	100%	80%
2	100%	100%	80%
3	100%	100%	80%
4	100%	100%	80%
5	100%	100%	80%
6	100%	100%	80%
8	100%	100%	80%
9	100%	100%	80%
10	100%	100%	80%
11	100%	100%	80%
12	75%	75%	50%
13	75%	75%	50%
14	75%	75%	50%
15	75%	75%	50%
16	75%	75%	50%
17	75%	75%	50%
18	75%	75%	50%
19	75%	75%	50%
20	75%	75%	50%

ATTACHMENT B

[Revised Legal Description and Survey reflecting the approximately 20-acre development site]

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°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°15'40" West a distance of 2143.28 feet to a point; Thence leaving said line, North 88°44'20" East a distance of 77.72 feet to a set ½" 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°19'40" West a distance of 901.45 feet to a found ½" 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°04'20" a chord which bears North 43°42'20" East a distance of 28.30 feet to a found ½" 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°44'20" East a distance of 951.98 feet to a set chiseled x on concrete curb;

Thence leaving said line, South 01°15'41" East a distance of 711.70 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 45°20'32" West a distance of 304.06 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 88°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.

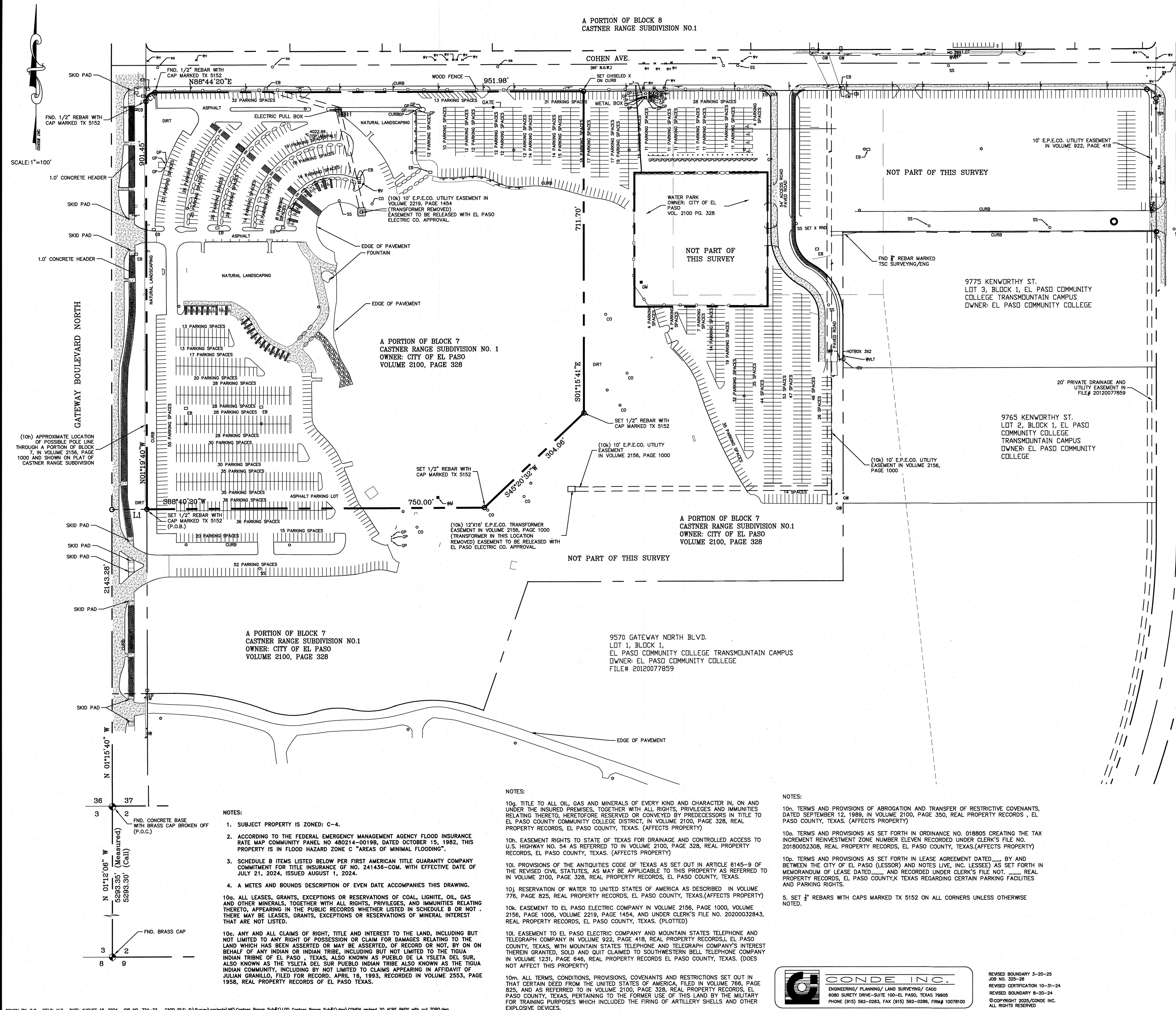
Note: A Plat of survey of even date accompanies this description.


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

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(a), 13, AND 14 OF TABLE A THEREOF.



RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 5152



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:

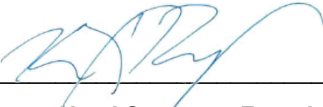
PRIOR COUNCIL ACTION:

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 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 April 30, 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 Seventh 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.

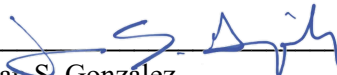
THE CITY OF EL PASO:

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 Brasgalla, Director
Economic & International Development

SEVENTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Seventh Amendment to Purchase and Sale Agreement ("Seventh Amendment") made and entered into as of the ____ day of April, 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 Sixth Amendment to Purchase and Sale Agreement dated March 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 Seventh 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. **Miscellaneous.** Except as expressly amended by this Seventh 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 Seventh Amendment, the terms of this Seventh 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 Seventh 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

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

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.

SYMBOL LEGEND	
④	FOUND CONTROL POINT
⦿	FOUND CITY MONUMENT
○	SET 1/2" REBAR W/CAP 5152
XX	CALCULATED POINT (NOT SET)
CS	SANITARY SEWER
WV	WATER VALVE
EB	ELECTRIC PULL BOX
PO	POWER POLE
7	GUY WIRE
SCB	TRAFFIC CONTROL BOX
—	TRAFFIC SIGN
EM	ELECTRIC METER
GP	GUARD POST
☆	LIGHT POST
WM	WATER METER
CV	CLEAN OUT VALVE
⊕	WHEEL CHAIR ACCESSIBLE
TRANS	TRANSFORMER
GL	GAS LINE

WOOD FENCE=

CHAIN LINK FENCE=

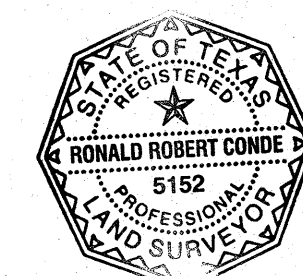
ROCK WALL

- NOTES:
- 10g. TITLE TO ALL OIL, GAS AND MINERALS OF EVERY KIND AND CHARACTER IN, ON AND UNDER THE INSURED PREMISES, TOGETHER WITH ALL RIGHTS, PRIVILEGES AND IMMUNITIES RELATING THERETO, HERETOFORE RESERVED OR CONVEYED BY PREDECESSORS IN TITLE TO EL PASO COUNTY COMMUNITY COLLEGE DISTRICT, IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10h. EASEMENT RIGHTS TO STATE OF TEXAS FOR DRAINAGE AND CONTROLLED ACCESS TO U.S. HIGHWAY NO. 54 AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10i. PROVISIONS OF THE ANTIQUITIES CODE OF TEXAS AS SET OUT IN ARTICLE 6145-9 OF THE PENAL CODE, CIVIL STATUTES, AS REFERRED TO IN THIS PROPERTY AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.
- 10j. RESERVATION OF WATER TO UNITED STATES OF AMERICA AS DESCRIBED IN VOLUME 776, PAGE 825, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.(AFFECTS PROPERTY)
- 10k. EASEMENT TO EL PASO ELECTRIC COMPANY IN VOLUME 2158, PAGE 1000, VOLUME 2156, PAGE 1006, VOLUME 2219, PAGE 1454, AND UNDER CLERK'S FILE NO. 20200032843, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (PLOTTED)
- 10l. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN VOLUME 922, PAGE 48, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS, WITH MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY'S INTEREST THEREIN GRANTED, SOLD AND QUIT CLAIMED TO SOUTHWESTERN BELL TELEPHONE COMPANY IN VOLUME 1231, PAGE 846, REAL PROPERTY RECORDS EL PASO COUNTY, TEXAS. (DOES NOT AFFECT THIS PROPERTY)
- 10m. ALL TERMS, CONDITIONS, PROVISIONS, COVENANTS AND RESTRICTIONS SET OUT IN THE DEED OF DONATION OF LAND TO THE STATES OF TEXAS IN VOLUME 766, PAGE 825, AND AS REFERRED TO IN VOLUME 2100, PAGE 328, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS, PERTAINING TO THE FORMER USE OF THIS LAND BY THE MILITARY FOR TRAINING PURPOSES WHICH INCLUDED THE FIRING OF ARTILLERY SHELLS AND OTHER EXPLOSIVES.

- NOTES:
- 10p. TERMS AND PROVISIONS OF ABROGATION AND TRANSFER OF RESTRICTIVE COVENANTS, DATED SEPTEMBER 12, 1989, IN VOLUME 2100, PAGE 350, REAL PROPERTY RECORDS , EL PASO COUNTY, TEXAS. (AFFECTS PROPERTY)
- 10p. TERMS AND PROVISIONS AS SET FORTH IN ORDINANCE NO. 018805 CREATING THE TAXPAYER REINVESTMENT ZONE NUMBER ELEVEN RECORDED UNDER CLERK'S FILE NO. 20180052308, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.(AFFECTS PROPERTY)
- 10p. TERMS AND PROVISIONS AS SET FORTH IN LEASE AGREEMENT DATED ____ BY AND BETWEEN THE CITY OF EL PASO (LESSOR) AND NOTES LIFE, INC. (LESSEE) AS SET FORTH IN MEMORANDUM OF UNDERSTANDING, RECORDED UNDER CLERK'S FILE NO. ____ , REAL PROPERTY RECORDS, EL PASO COUNTY,K TEXAS REGARDING CERTAIN PARKING FACILITIES AND PARKING RIGHTS.
5. SET 2 ¹/₂ REBARs WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.




REVISED BOUNDARY 3-20-25
JOB NO. 325-26
REVISED CERTIFICATION 10-31-24
REVISED BOUNDARY 8-20-24
©COPYRIGHT 2025/CONDE INC.
ALL RIGHTS RESERVED



SURVEY CERTIFICATION

TO: SUNSET GROUND AT EL PASO, LLC, INC., A COLORADO CORPORATION, FIRST AMERICAN TITLE GUARANTEE 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(a), (c), 13, AND 14 OF TABLE A THEREOF.



RON R. CONDE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 3152

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 49-year lease in form and substance acceptable to Venu in its reasonable discretion (the "Parking Lease"). In addition to the Parking Lease, El Paso covenants and agrees that, following expiration of said 49-year term, it shall provide to Venu and its successors, through a lease extension or other arrangement, comparable Parking Facilities on substantially the same terms as set forth in the Parking Lease for an additional period of not less than fifty (50) years. This provision shall survive Closing and execution of 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 either owned by El Paso, or legally committed to El Paso pursuant to one or more leases or intergovernmental agreements for a period not less than 49 years, 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: _____



Legislation Text

File #: 25-438, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Lots 6-9, Block 1, Golden Hill Addition, 1814 & 1818 Arizona Avenue, City of El Paso, El Paso County, Texas from R-5 (Residential) to A-O (Apartment/Office). 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: 1814 and 1818 Arizona Avenue

Applicant: Fernando and Frances S. Guijarro, PZRZ24-00001

**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: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOTS 6 -9, BLOCK 1, GOLDEN HILL ADDITION, 1814 & 1818 ARIZONA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5 (RESIDENTIAL) TO A-O (APARTMENT/OFFICE). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of **Lots 6 – 9, Block 1, Golden Hill Addition, 1814 & 1818 Arizona Avenue**, located in the City of El Paso, El Paso County, Texas, be changed from **R-5 (Residential)** to **A-O (Apartment/Office)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO


Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Jesus A. Quintanilla
Assistant City Attorney



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-4520|Trans#605056|P&I
Rezoning Ordinance 1814 & 1818 Arizona Ave.
PZRZ24-00001
JAQ

1814 and 1818 Arizona

City Plan Commission — February 13, 2025 **(REVISED)**

REZONING



CASE NUMBER: PZRZ24-00001
CASE MANAGER: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER: Fernando and Frances S. Guijarro
REPRESENTATIVE: John Mejia
LOCATION: 1814 and 1818 Arizona Ave. (District 8)
PROPERTY AREA: 0.28 acres
REQUEST: Rezone from R-5 (Residential) to A-O (Apartment/Office)
RELATED APPLICATIONS: PZST24-00010 Special Permit
PUBLIC INPUT: None as of February 6, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-5 (Residential) to A-O (Apartment/Office) to allow for a use of apartment and a business office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the residential and apartment districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-2, Traditional Neighborhood (Walkable) future land use designation.

PZRZ24-00001

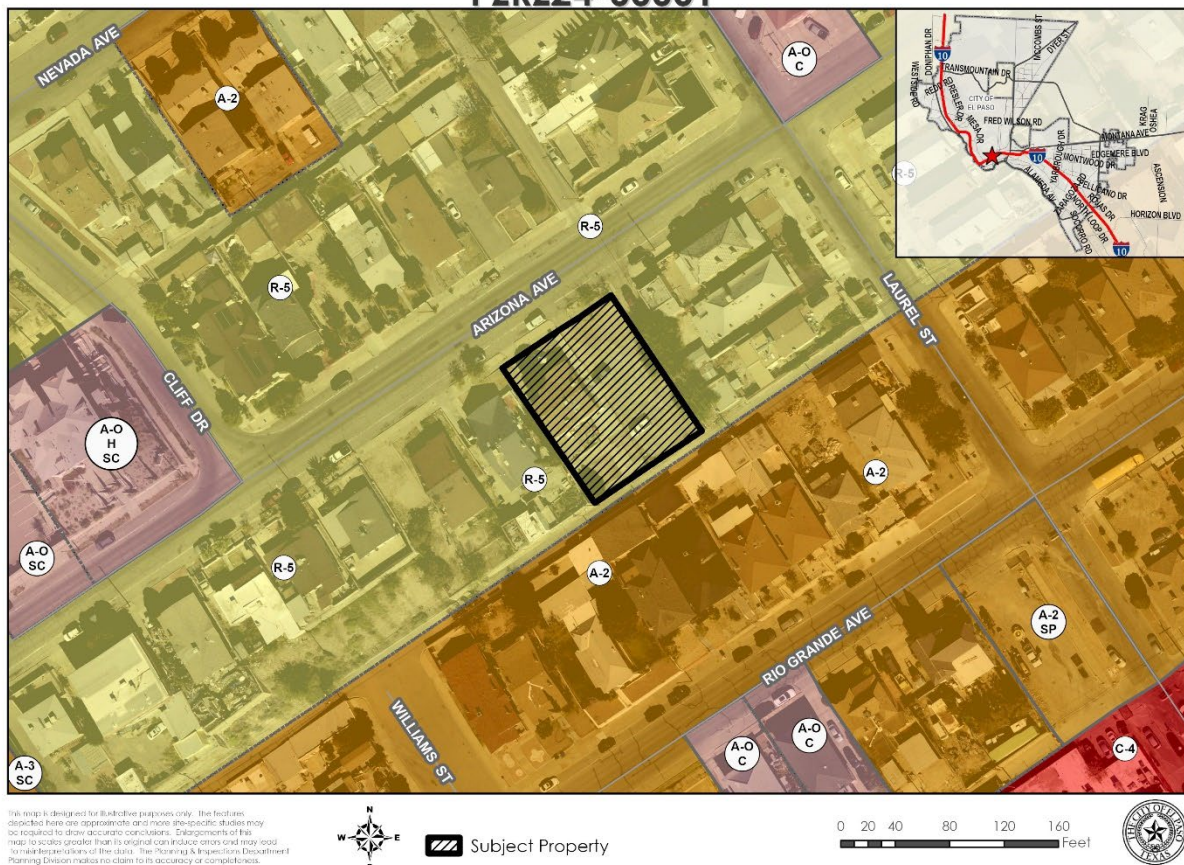


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-5 (Residential) to A-O (Apartment/Office) to allow for apartment and business office development. The size of the property is 0.28 acres and is currently a **non-conforming triplex**. The applicant is proposing to convert the existing single-family dwelling into three (3) apartment units and construct a new building with three (3) apartment units for a total of six (6) units and an office space. The detailed site development plan shows an existing 2,219 square-foot structure and new 3,000 square-foot structure with a maximum height of 24 feet. Vehicular access to the subject property is from Arizona Avenue.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed apartment use and the proposed A-O (Apartment/Office) district are compatible with the established character of the area and with adjacent single-family and multi-family dwellings zoned R-5 (Residential) to the north, east and west, and with single-family and multi-family dwellings zoned A-2 (Apartment) to the south. The nearest school is Center for Career and Technology Education facilities School, which is located 0.44 miles away, and the nearest park is Roger Brown Ballfield Park, which is 0.82 miles from the subject property.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood (Walkable): This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: The purpose of these districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning district is compatible with the adjacent R-5 (Residential) and A-2 (Apartment) zone districts surrounding the property, which consist of single-family dwelling and multi-family dwellings.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations</p>	<p>The subject property is not located within historic districts nor any other special designation areas.</p>

that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	The proposed rezoning does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Arizona Avenue, which is designated as a minor arterial per the City of El Paso’s Major Thoroughfare (MTP) and is appropriate to serve the proposed development. The classification of this road is appropriate for the proposed development. There are at least seven (7) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.03 miles away along Arizona Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of Sunrise Civic Group, El Paso Central Business Association, and Central El Paso Community Organization which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on January 29, 2025. As of February 6, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: There is a special permit application (PZST24-00010) running concurrently with the current rezoning application to allow for infill development with reduction to parking requirements.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

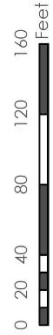
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Detailed Site Development Plan, Enlarged
4. Elevations
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR24-00001



Subject Property



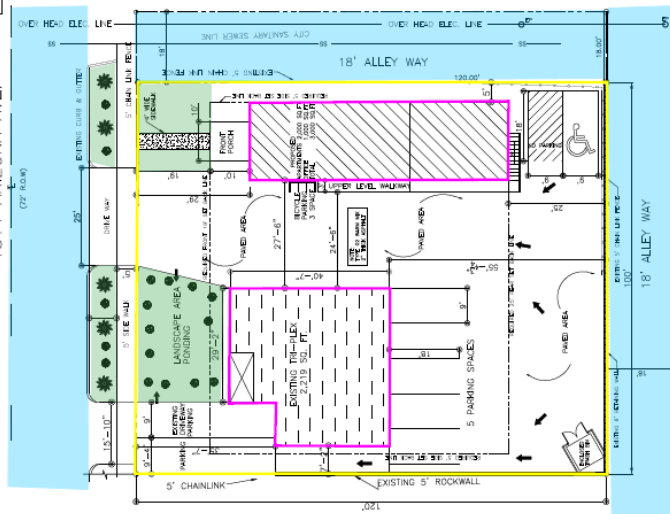
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enhancements of this map to scales greater than its original can induce errors and may lead to misinterpretation. The City of Las Vegas Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 2

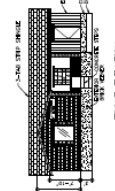


TRIP, FRONT SET BACKS 117/9 - 19
AREAL, FRONT SET BACKS 19
PROPOSED NEW STRUCTURE WILL HAVE A 15' FRONT
SETBACK

1814 ARIZONA AVE.



SITE PLAN
DATE: 12/20/2021



FRONT ELEVATION



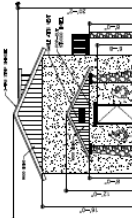
RIGHT ELEVATION



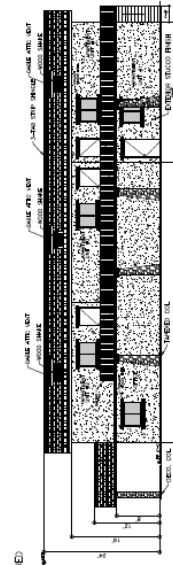
REAR ELEVATION

EXISTING TRI-PLEX ELEVATION

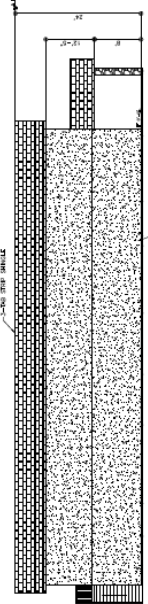
DESIGN CRITERIA:
THE PROPOSAL MEETS THE FOLLOWING CRITERIA:
1. ANY PARCEL OF LAND ANNEDED PRIOR TO 1925
AND MUST AT LEAST ONE OF THE FOLLOWING
CRITERIA:
1.1. THE PROPOSAL IS LOCATED AT THE REAR OF THE PARCEL, AND WHEN
POSSIBLE, ACCESSIBLE VIA ALLEY WAY, OR OTHER SURFACE PAVING SHALL NOT BE LOCATED IN THE FRONT
YARD.
1.2. BUILDINGS SHALL BE PLACED ON THE PARCEL SUCH THAT THE PRINCIPAL ORIENTATION IS TOWARD
THE MAIN STREET AND THE PRINCIPAL ENTRANCE IS FROM THE SIDEWALK.
1.3. FOR THE PROPOSAL, EXISTING RESIDENTIAL DEVELOPMENT SHALL DEMONSTRATE THAT A PRIVATE
BLOCK AS THE PROPOSED DEVELOPMENT IS LOCATED WITHIN THE SAME
BLOCK.
2. THE PROJECT SHALL PROPOSE A MIX OF LAND USE CATEGORIES AS CLASSIFIED IN SECTION
20.08.030.
2.1. THE PROJECT INCLUDES LOW IMPACT STORM WATER MANAGEMENT BUILDINGS, BUT NOT LIMITED TO
2.2. THE PROJECT INCLUDES LANDSCAPE AREA, NO SHADES, SEVERED ROADS, PAVEMENT, CURB AND
REUSE SYSTEM.
2.3. FOR PROJECTS IN RESIDENTIAL DISTRICTS, APPLICANT SHALL DEMONSTRATE THAT A PRIVATE
PLOT AS DESCRIBED IN CHAPTER 21.80, TABLE 7a THROUGH 7e IS PROPOSED.



FRONT ELEVATION



REAR ELEVATION



RIGHT ELEVATION

PROJECT INFORMATION:

EXISTING ZONE R-4
PROPOSED TO REZONE FROM R-4
TO A-0 DISTRICT

EXISTING TRI-PLEX
LEACH, RESIDENTIAL
BLOCK 1 HILL

LOT 8 & 9 58829
LOT AREA 0.14 ACRE
SQUARE FT. 6000

SCALE OF MAP

PROPOSED APARTMENT/LOT TOTAL 3,000 SQ. FT.

TWO STORY BUILDING
LEACH, RESIDENTIAL
BLOCK 1 HILL

LOT 8 & 9 58829
LOT AREA 0.14 ACRE
SQUARE FT. 6000

ONE EFFICIENCY APARTMENT
FIRST FLOOR AND OFFICE
SECOND FLOOR

1 UNIT 500 SQ. FT.
2 UNIT 500 SQ. FT.
3 UNIT 500 SQ. FT.

LOT DIMENSIONS:
A-0 REQUIRED: 12,000 SF
LOT SIZE: 12,000 SF
LOT WIDTH: 100' 0"
LOT DEPTH: 120'

REQUIRED SETBACKS:
A-0 REQUIRED: 0'
FRONT: 10'
REAR: 25'
SIDE: 25'
BUILDING HGT: 24'

LANDSCAPE CALCULATION:
EXISTING BUILDING: 3,000 SQ. FT.
PROPOSED BUILDING: 3,000 SQ. FT.
TOTAL SQUARE FT.: 6,000 SQ. FT.
US REQUIRED: 100' 0" x 120' 0" = 12,000 SQ. FT.

PARKING CALCULATION:
1. UNIT AND 1,000 SQ. FT. OFFICE/RECEPTION FOR
TOTAL BUILDING 3,000 SQ. FT.
TOTAL BUILDING 3,000 SQ. FT.

2. BICYCLE PARKING PROVIDED: 3

3. PARKING REQUIRED 1.5 PER UNIT 500 SQ. FT. EACH
UNIT 3x4=12,000 SQ. FT. PARKING SPACES REQUIRED
1,000 SQ. FT. OFFICE
1,000/576 = 2.2 = 3 PARKING SPACES REQUIRED

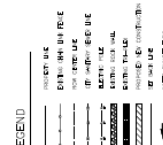
EXISTING TRI-PLEX = 6

TOTAL PARKING REQUIRED: 15

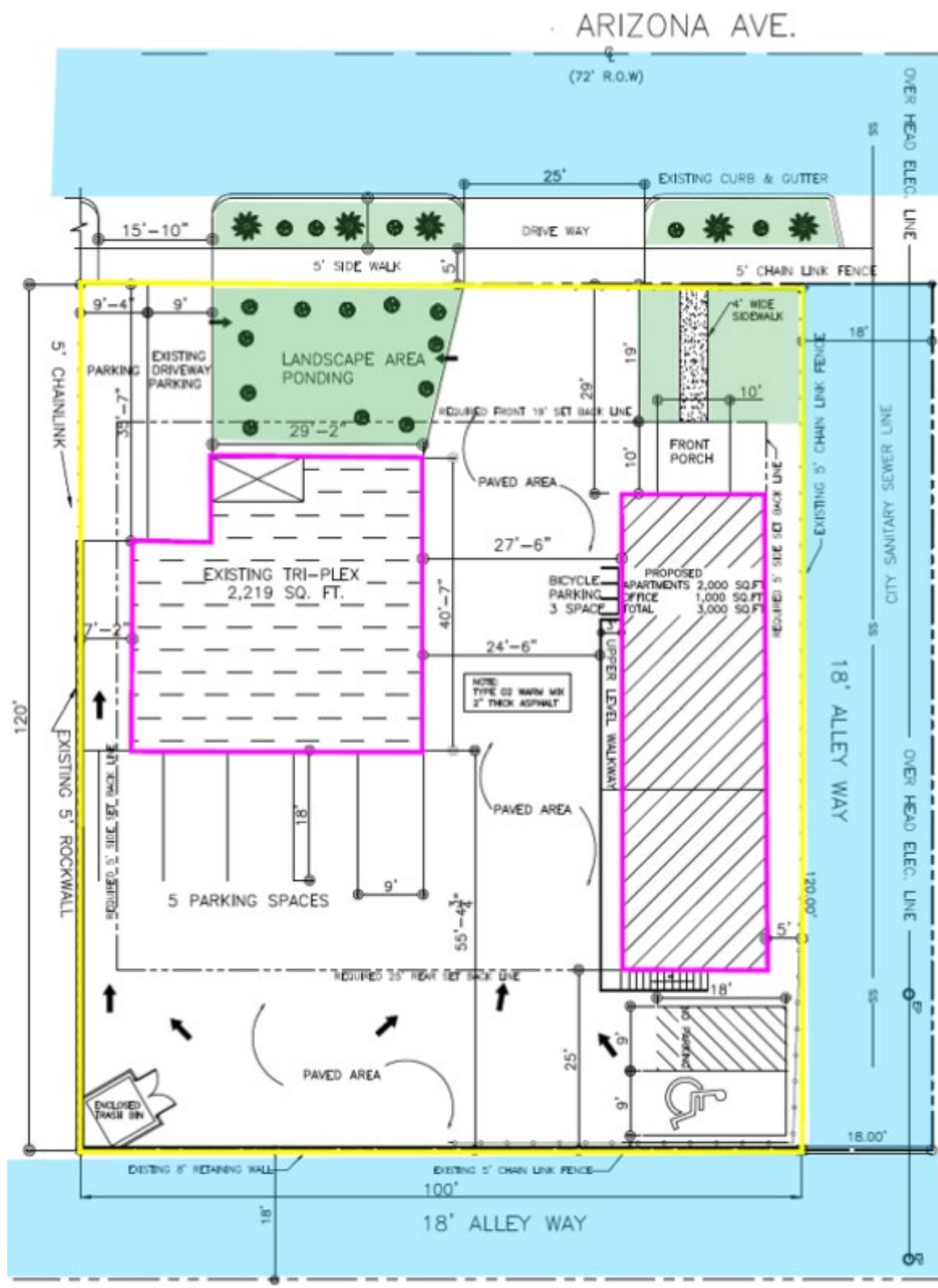
PARKING PROVIDED: 8

HANDICAP VAN ACCESSIBLE: 1

50% PARKING REDUCTION



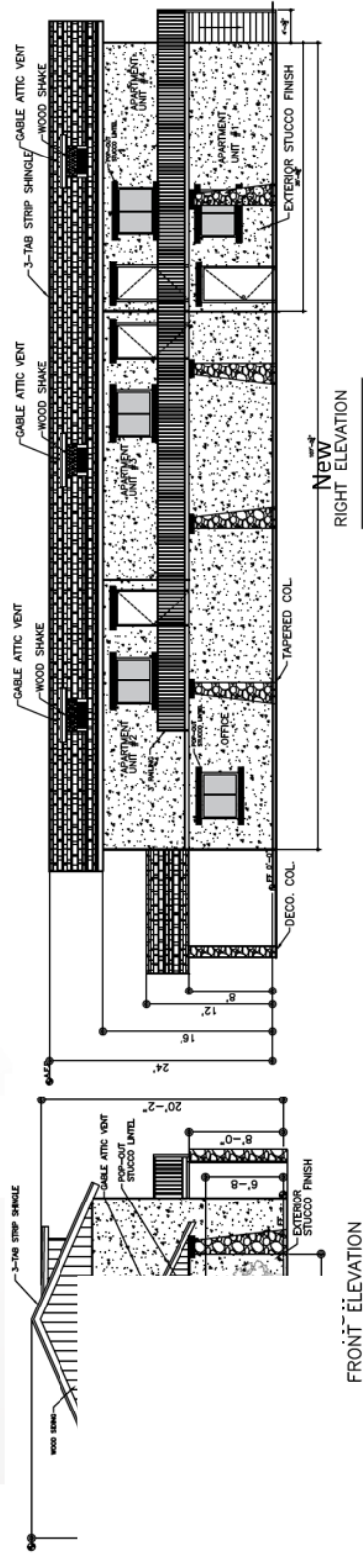
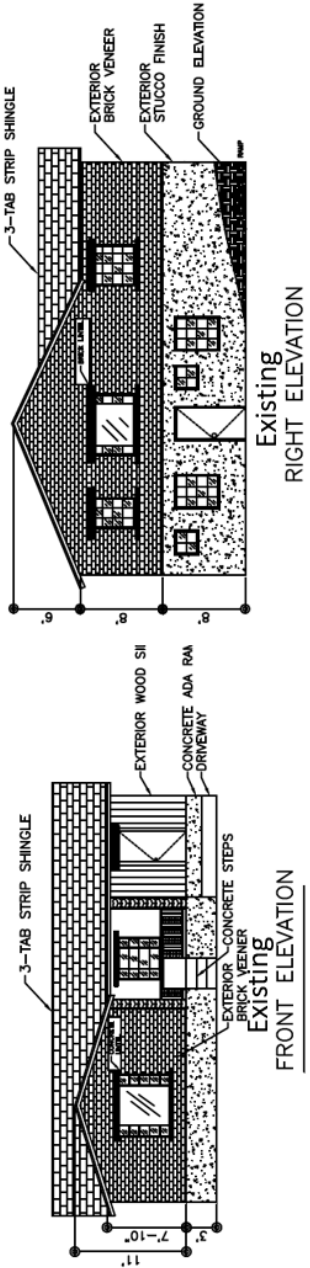
ATTACHMENT 3



ATTACHMENT 4



Elevations



ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is compatible with the residential and apartment districts in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan, and the G-2, Traditional Neighborhood (Walkable) future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning and special permit.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to Rezoning and Special Permit.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

Traffic and Transportation Engineering

No objections to rezoning and special permit.

Street Lights Department

Do not object to this request.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main extending along Arizona Ave approximately 21-feet south of the northern right-of-way. This main is available service.

Previous water pressure reading from fire hydrant #00182, located at the northeast corner of Arizona Ave. and Cliff Dr. has yielded a static pressure of 60 (psi), a residual pressure of 56 (psi), and a discharge of 628 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along the alley south of Arizona Ave. approximately 9-feet south of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main extending along the alley west of Laurel St. approximately 5-feet west of the eastern right-of-way. This main is available for service.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

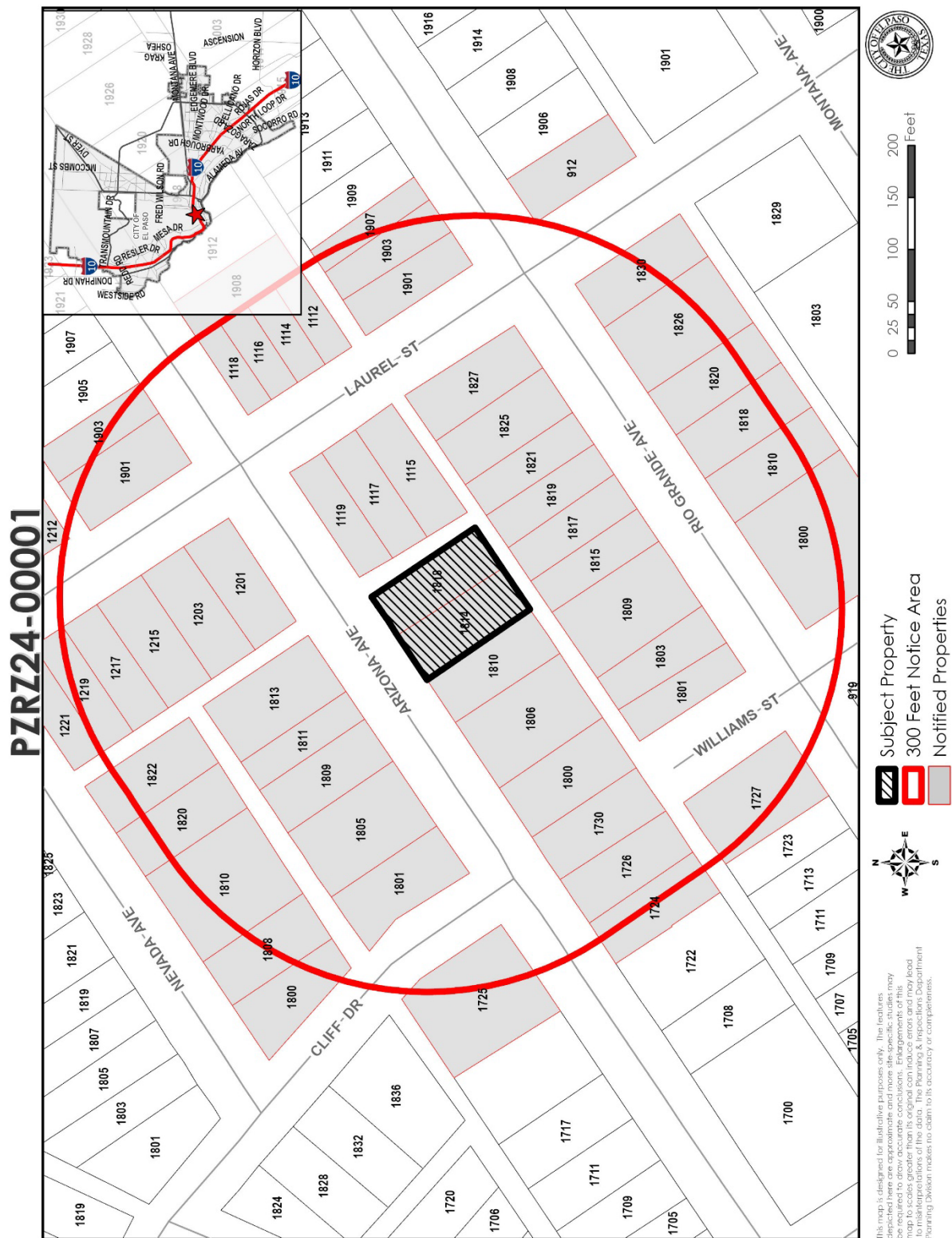
Texas Gas Service

No objections.

911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6



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	N/A
Business Name	N/A
Agenda Item Type	N/A
Relevant Department	N/A

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: Enando Guizarro Date: 3/18/2025



Legislation Text

File #: 25-439, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST24-00010, to allow for infill development with 50% parking reduction on the property described as Lots 6-9, Block 1, Golden Hill Addition, 1814 & 1818 Arizona Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1814 and 1818 Arizona Avenue

Applicant: Fernando and Frances S. Guijarro, PZST24-00010

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



DEPARTMENT: Planning and Inspections

AGENDA DATE: 4/15/25

PUBLIC HEARING DATE: 5/13/25

CONTACT PERSON NAME: Philip F. Etiwe

PHONE NUMBER: 1-915-212-1553

2nd CONTACT PERSON NAME: Andrew Salloum

PHONE NUMBER: 1-915-212-1603

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

Goal 3

SUBGOAL:

Goal 3

SUBJECT:

An Ordinance granting Special Permit No. PZST24-00010, to allow for infill development with 50% parking reduction on the property described as Lots 6 to 9, Block 1, Golden Hill Addition, 1814 and 1818 Arizona Avenue, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1814 and 1818 Arizona

Applicant: Fernando and Frances S. Guijarro, PZST24-00010

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval for infill development with a 50% reduction to parking requirements for the proposed use of apartment and business office in the A-O (Apartment/Office) district. City Plan Commission recommended 8-0 to approve of the proposed special permit on February 13, 2025. As of March 27, 2025, the Planning Division has not received any communication in support of or opposition to the request from the public. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00010, TO ALLOW FOR INFILL DEVELOPMENT WITH 50% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 6 TO 9, BLOCK 1, GOLDEN HILL ADDITION, 1814 AND 1818 ARIZONA AVENUE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Fernando and Frances S. Guijarro, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a 50% parking reduction; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a A-O (Apartment/Office) Zone District:

Lots 6 to 9, Block 1, Golden Hill Addition, 1814 and 1818 Arizona Avenue, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached Exhibit "A"; and,

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a 50% parking reduction; and,
3. That this Special Permit is issued subject to the development standards in the A-O (Apartment/Office) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00010 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO


ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Jesus A. Quintanilla
Assistant City Attorney



Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Fernando and Frances S. Guijarro, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-O (Apartment/Office) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 17 day of MARCH, 2025.

Fernando and Frances S. Guijarro:

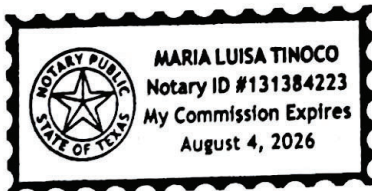
By: Fernando Guijarro
(name/title)
Frances S. Guijarro
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 17th day of March, 2025, by Maria Tinoco, for Fernando and Frances S. Guijarro, as Owners.

My Commission Expires:
August 4, 2026



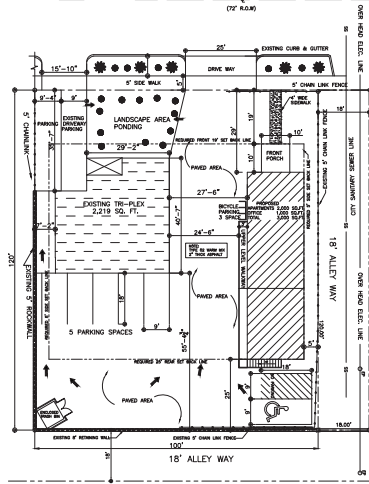
Maria Tinoco
Notary Public, State of Texas

Notary's Printed or Typed Name:

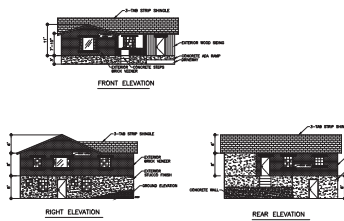
Maria Tinoco

EXHIBIT "A"

1814 ARIZONA AVE.



SITE PLAN



EXISTING TRI-PLEX ELEVATION

TOTAL FRONT SET BACKS 117/9 = 19
AVERAGE FRONT SET BACKS 19'
PROPOSED NEW STRUCTURE WILL HAVE A 19' FRONT
SETBACK

PROJECT INFORMATION:

EXISTING ZONE R-4
PROPOSED TO REZONE FROM R-4
TO A-2 DISTRICT
EXISTING TRI-PLEX
1814 ARIZONA AVE.
LEGAL DESCRIPTION:
GOLDEN HILL
BLOCK 1
LOT 8 & 9
PROPERTY LD 58629
LOT AREA 0.14 ACRE
SQUARE FT. 6,000

SCOPE OF WORK:

PROPOSED APARTMENT/OFFICE
TWO STORY BUILDING TOTAL 3,000 SQ.FT.

1814 ARIZONA AVE.

LEGAL DESCRIPTION:

GOLDEN HILL

BLOCK 1

LOT 8 & 9

PROPERTY LD 104007

LOT AREA 0.14

SQUARE FT. 6,000

ONE EFFICIENCY APARTMENT

FIRST FLOOR AND OFFICE

1 UNIT 500 SQ. FT.

OFFICE/RECEPTION 1,000 SQ. FT.

SECOND FLOOR

1 UNIT 500 SQ. FT.

1 UNIT 500 SQ. FT.

1 UNIT 500 SQ. FT.

LOT DIMENSIONS:

A-2 REQUIRED

LOT SIZE: 6,000 S.F.

LOT WIDTH: 100'

LOT DEPTH: 100'

PROPOSED

LOT SIZE: 12,000 S.F.

LOT WIDTH: 100'

LOT DEPTH: 120'

REQUIRED SETBACKS:

A-2 REQUIRED

FRONT 10'

REAR 25'

SIDE 5'

BUILDING HGT. 30'

PROPOSED

FRONT 10'

REAR 25'

SIDE 5'

BUILDING HGT. 30'

LANDSCAPE CALCULATION:

EXISTING BUILDING 2,129 SQ.FT.

PROPOSED BUILDING 3,000 SQ. FT.

TOTAL SQUARE FT. 5,129 SQ.FT.

USE REQUIRED

789 SQ.FT.

PARKING CALCULATION:

1. USE = SINGLE 500 SQ.FT. ONE BEDROOM EFFICIENCY

UNIT AND 1,000 SQ.FT. OFFICE/RECEPTION FOR

APARTMENT REGISTRATION

TOTAL BUILDING SQ.FT. 3,000

2. BICYCLE PARKING REQUIRED 3

BICYCLE PARKING PROVIDED 3

3. PARKING REQUIRED 1.5 PER UNIT 500 SQ.FT. EACH

UNIT 14=2,000

4. 1.5 = 6 PARKING SPACES REQUIRED

1,000/576 = 2.5 = 3 PARKING SPACES REQUIRED

EXISTING TRI-PLEX = 6

TOTAL PARKING REQUIRED 15

PARKING PROVIDED 8

HANDICAP VAN ACCESSIBLE 1

SOIR PARKING REDUCTION

LEGEND

PROPERTY LINE

EXISTING DRIVE LINE FENCE

NEW DRIVE LINE

CITY SHARED DRIVE LINE

EXISTING FENCE

EXISTING FENCE WALL

EXISTING TRI-PLEX

PROPOSED NEW DEVELOPMENT

SET BACK LINE

WATER RUNOFF FLOW



DESIGN CRITERIA:

THIS PROPOSAL MEETS THE FOLLOWING CRITERIA

LOCATION REQUIREMENT:

LAND MEETS AT LEAST ONE OF THE FOLLOWING

1. ANY PARCEL OF LAND ANNEXED PRIOR TO 1955

DESIGN CRITERIA:

1.1. WHERE ON-SITE IS PROPOSED, IT SHALL BE LOCATED AT THE REAR OF THE PROPERTY AND WHEN

POSSIBLE ACCESSIBLE VIA ALLEY WAY. ON-SITE SURFACE PARKING SHALL NOT BE LOCATED IN THE FRONT

YARD

1.2. BUILDINGS SHALL BE PLACED ON THE PARCEL SUCH THAT THE PRINCIPAL ORIENTATION IS TOWARD

THE MAIN STREET AND THE PRINCIPAL ENTRANCE IS FROM THE SIDEWALK

1.3. FOR THE PROPOSAL ADJACENT EXISTING RESIDENTIAL DEVELOPMENT THE FRONT BUILDING SETBACK

SHALL NOT DEVIATE FROM THE AVERAGE FRONT SETBACK OF THE LOTS WITHIN THE SAME

BLOCK AS THE PROPOSED DEVELOPMENT BY MORE THEN 15%

SELECTIVE DESIGN:

2.0. THE PROJECT SHALL PROPOSE A MIX OF LAND USE CATEGORIES AS CLASSIFIED IN SECTION

2.0.0.0.0.0

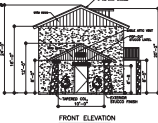
2.8. THE PROJECT INCLUDES LOW IMPACT STORM WATER MANAGEMENT INCLUDING, BUT NOT LIMITED TO

TO IMPROVED LANDSCAPE AREA, BIO SWALES, VEGETATED ROOFS, PERVIOUS PAVEMENTS, CAPTURE AND

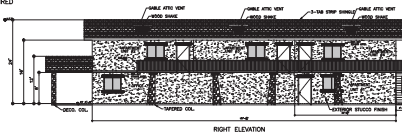
REUSE SYSTEM

2.11. FOR PROJECTS IN RESIDENTIAL DISTRICTS APPLICANT SHALL DEMONSTRATE THAT A PRIVATE

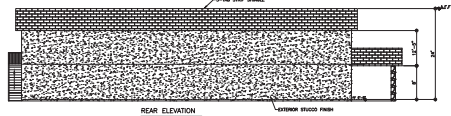
FRONTAGE AS DESCRIBED IN CHAPTER 21-80, TABLE 7a THROUGH 7a IS PROPOSED



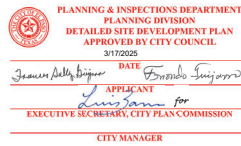
FRONT ELEVATION



RIGHT ELEVATION



REAR ELEVATION



DETAILED SITE
DEVELOPMENT PLAN
1814 AND 1818 ARIZONA AVE.
EL PASO, TX. 79902

DETAILED SITE
DEVELOPMENT PLAN
MIXED USE:
APARTMENT AND OFFICE
1-10-2025
Sheet
A-1

1814 and 1818 Arizona

City Plan Commission — February 13, 2025 **(REVISED)**



CASE NUMBER:	PZST24-00010
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Fernando and Frances S. Guijarro
REPRESENTATIVE:	John Mejia
LOCATION:	1814 and 1818 Arizona Ave. (District 8)
PROPERTY AREA:	0.28 acres
EXISTING ZONING:	R-4 (Residential)
REQUEST:	Special Permit for Infill Development with Reduction to parking requirements for Apartment-Office Use in the proposed A-O (Apartment/Office) District and Approval of a Detailed Site Development Plan
RELATED APPLICATIONS:	PZRZ24-00001 Rezoning
PUBLIC INPUT:	None received as of February 6, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit for an infill development with reduction to parking requirements for the use of apartments and business office in an A-O (Apartment/Office) zone district and approval of a detailed site development plan.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for infill development with reduction to parking requirements for the use of apartments in the A-O (Apartment/Office) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

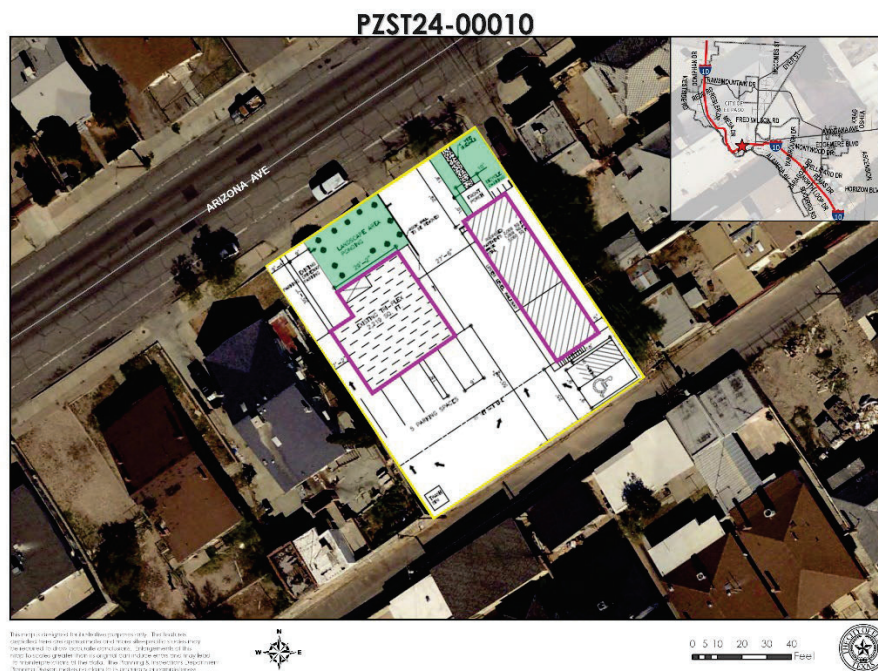


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for infill development with reduction to parking requirements for the proposed use of apartment and business office in the A-O (Apartment) district. The applicant is proposing to convert the existing **non-conforming triplex** into a 3-unit apartment and construct a new 3-unit apartment building for a total of 6 units and an office space. The detailed site development plan shows an existing 2,219 square-foot structure and new 3,000 square-foot structure with a maximum height of 24 feet. The detailed site development plan complies with all applicable standards. The development requires a minimum of fifteen (15) parking spaces. The applicant is providing eight (8) parking spaces including one (1) accessible parking space and three (3) bicycle spaces. Infill development automatically allows a 50% parking reduction. Vehicular access to the subject property is from Arizona Avenue.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	Does the Request Comply?
Location Criteria: An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property is part of the Golden Hill Subdivision, which was platted in 1907. This satisfies Mandatory Requirement 20.10.280.B.3 of the El Paso City Code - "Any parcel of land annexed prior to 1955."
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F.5.	Yes. The applicant has been granted an exception to Section 20.10.280 (C)(1.i.1.e) as redevelopment of apartment parcel in which parking in the rear would not be consistent with existing development along the block face.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development is oriented towards Arizona Avenue (main street), with pedestrian access from the same street.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The subject property is located in an A-O (Apartment/Office) district, abutting other existing residential developments with an average setback of 19 feet for all lots within the same block. The proposed 19-foot front setback is within the deviation of 15% of the average setback requirement.
Selective Design Requirement 2.3: The project shall propose a mix of land use categories as classified in Section 20.08.030 (e.g., residential and commercial).	Yes. The development proposes a mixed use of residential and office.
Selective Design Requirement 2.8: The project includes low impact storm water management including, but not limited to, depressed landscaped areas, bioswales, vegetated roofs, pervious pavements, capture and reuse systems.	Yes. The proposed development will have recessed landscaping to retain stormwater runoff.
Selective Design Requirement 2.11: For projects in residential districts the applicant shall demonstrate that a private frontage as described in 21.80, Table 7a through 7e is proposed.	Yes. The proposed development proposes a porch and fence and private frontage. Table 7b. Porch & Fence: a planted Frontage wherein the Facade is set back from the Frontage Line with an attached porch permitted to encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be no less than 8 feet deep.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. The detailed site development plan demonstrates compliance with all applicable standards per the El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request is in accordance with the recommendations of <i>Plan El Paso</i> and the G-2, Traditional Neighborhood (Walkable) Future Land Use Designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Arizona Avenue, a minor arterial as classified on the City of El Paso's Major Thoroughfare Plan (MTP). Vehicular and pedestrian access is provided from Arizona Avenue, which is adequate to support the proposed development.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no anticipated adverse or negative impacts on adjacent properties from the proposed duplex development.
5. The design of the proposed development mitigates substantial environmental problems.	N/A. There are no known environmental problems in the area that require mitigation.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development complies with landscaping requirements of the El Paso City Code.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed development is compatible with other existing uses and building configurations in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is similar in use and intensity to adjacent properties. No impact on adjacent properties is anticipated.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-2, Traditional Neighborhood (Walkable): This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	Yes. The subject property and the proposed development meet the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation of <i>Plan El Paso</i> .

<p>Compatibility with Surroundings: The special permit is compatible with those surrounding the site:</p> <p>A-O (Apartment/Office) District: The purpose of these district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The proposed zoning district is compatible with the adjacent R-5 (Residential) and A-2 (Apartment) zone districts surrounding the property, which consist of single-family dwelling and multi-family dwellings.</p>
<p>THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:</p>	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>The proposed development is not within any historic districts or study area plan boundaries.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.</p>	<p>There are no anticipated adverse impacts.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable as there have not been any rezoning cases in the area within the last 10 years.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>The proposed development will keep the existing zoning district. The subject property resides in an older, stable area of the city and introduce the use of duplexes in an area comprised of single-family and multi-family properties.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Arizona Avenue, which is designated as a minor arterial per the City of El Paso's Major Thoroughfare (MTP) and is appropriate to serve the proposed development. The classification of this road is appropriate for the proposed development. There are at least seven (7) bus stops within walkable distance (0.25 mile) of the subject property. The closest bus stop is 0.03 miles away along Arizona Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of Sunrise Civic Group, El Paso Central Business Association, and Central El Paso Community Organization which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on January 29, 2025. As of February 6, 2025, the Planning Division has not received any communication in support or opposition to the request.

RELATED APPLICATIONS: Rezoning application PZRZ24-00001 is running concurrently with this application. The rezoning application request is to rezone from R-5 (Residential) to A-O (Apartment/Office) allow for a proposed apartment and office development.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

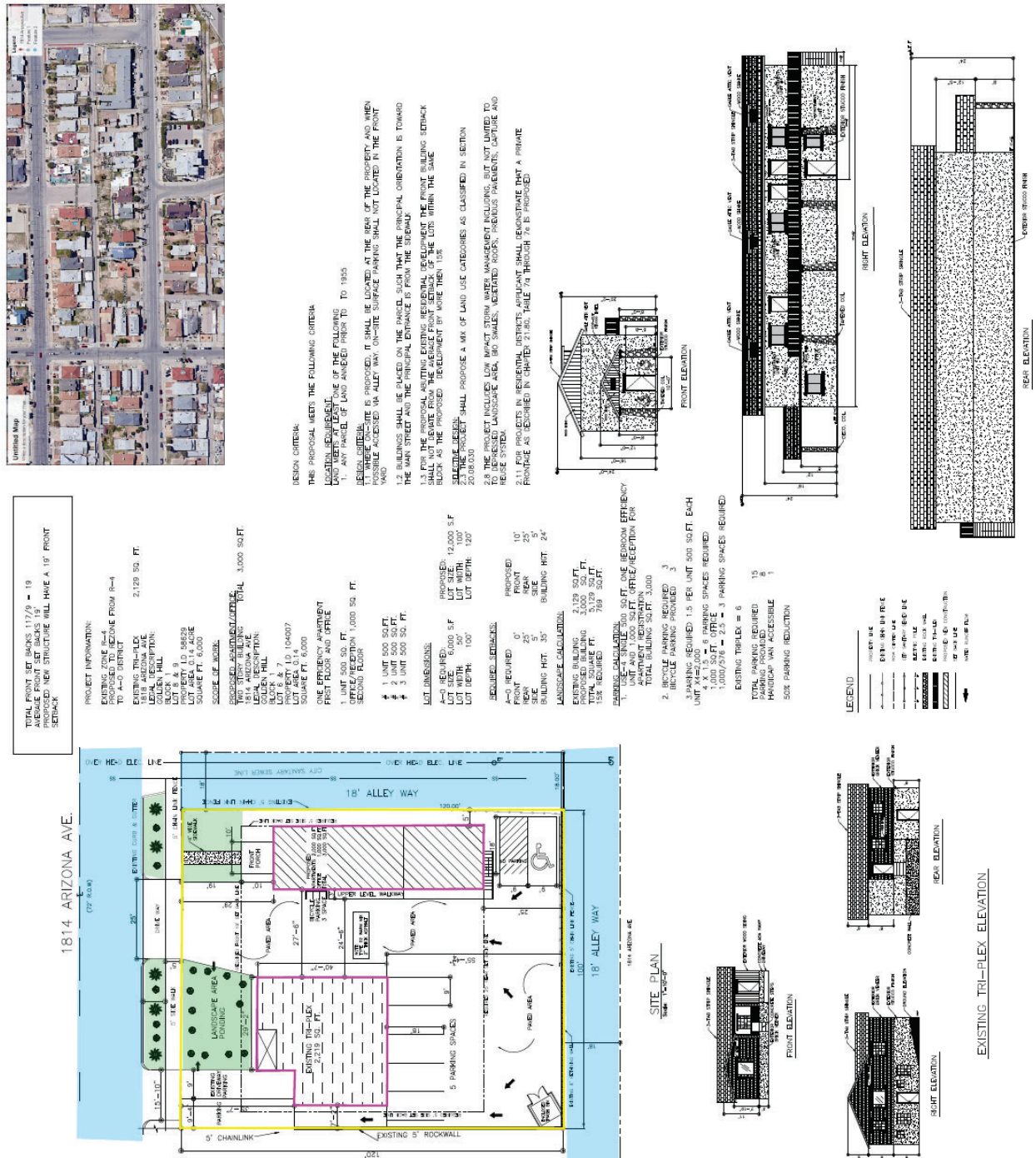
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Detailed Site Development Plan, Enlarged
4. Elevations
5. Department Comments
6. Neighborhood Notification Boundary Map

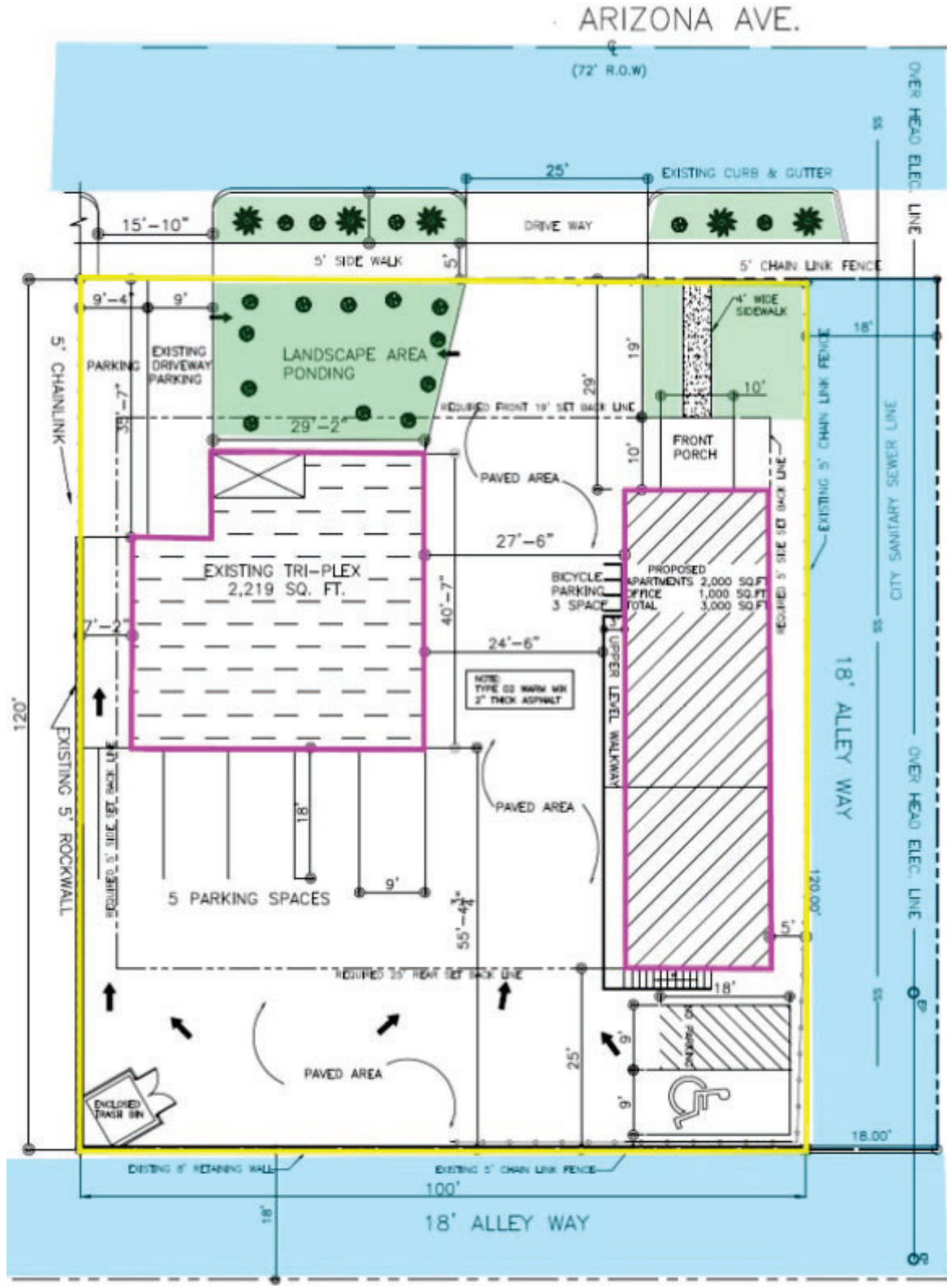
ATTACHMENT 1



239



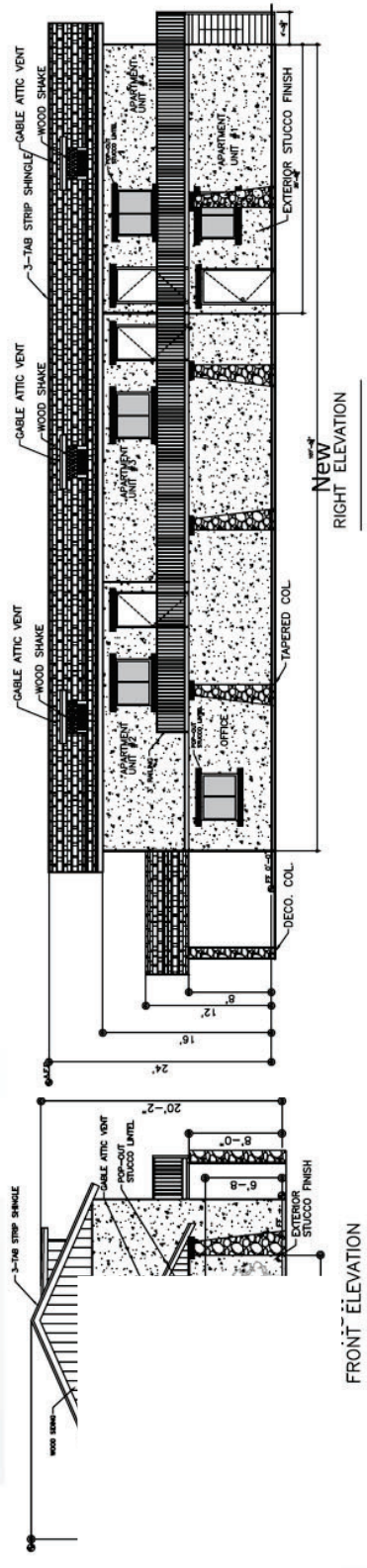
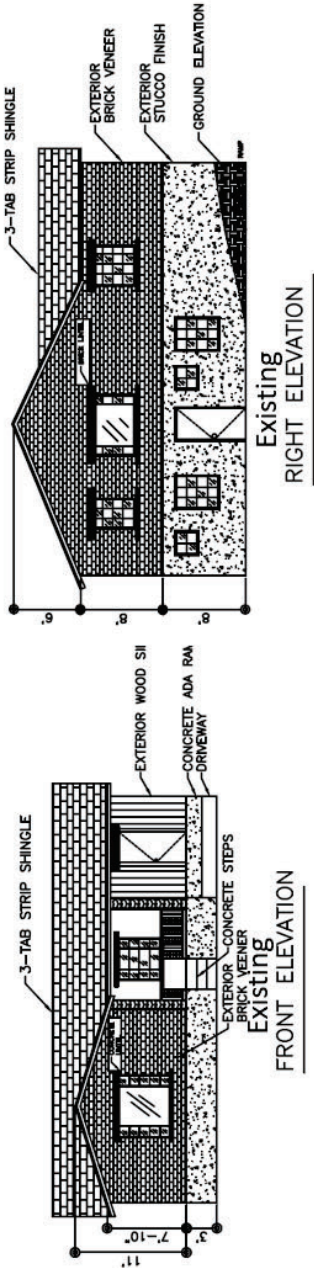
ATTACHMENT 3



ATTACHMENT 4



Elevations



ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the special permit for infill development with reduction to parking requirements for the use of apartments in the A-O (Apartment/Office) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to proposed rezoning and special permit.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

No objections to Rezoning and Special Permit.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Streets and Maintenance Department

Traffic and Transportation Engineering

No objections to rezoning and special permit.

Street Lights Department

Do not object to this request.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval

Sun Metro

No comments received.

El Paso Water

EPWater does not object to this request.

Water:

There is an existing 6-inch diameter water main extending along Arizona Ave approximately 21-feet south of the northern right-of-way. This main is available service.

Previous water pressure reading from fire hydrant #00182, located at the northeast corner of Arizona Ave. and Cliff Dr. has yielded a static pressure of 60 (psi), a residual pressure of 56 (psi), and a discharge of 628 (gpm).

Sanitary Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along the alley south of Arizona Ave. approximately 9-feet south of the property. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main extending along the alley west of Laurel St. approximately 5-feet west of the eastern right-of-way. This main is available for service.

General:

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

No comments received.

Texas Gas Service

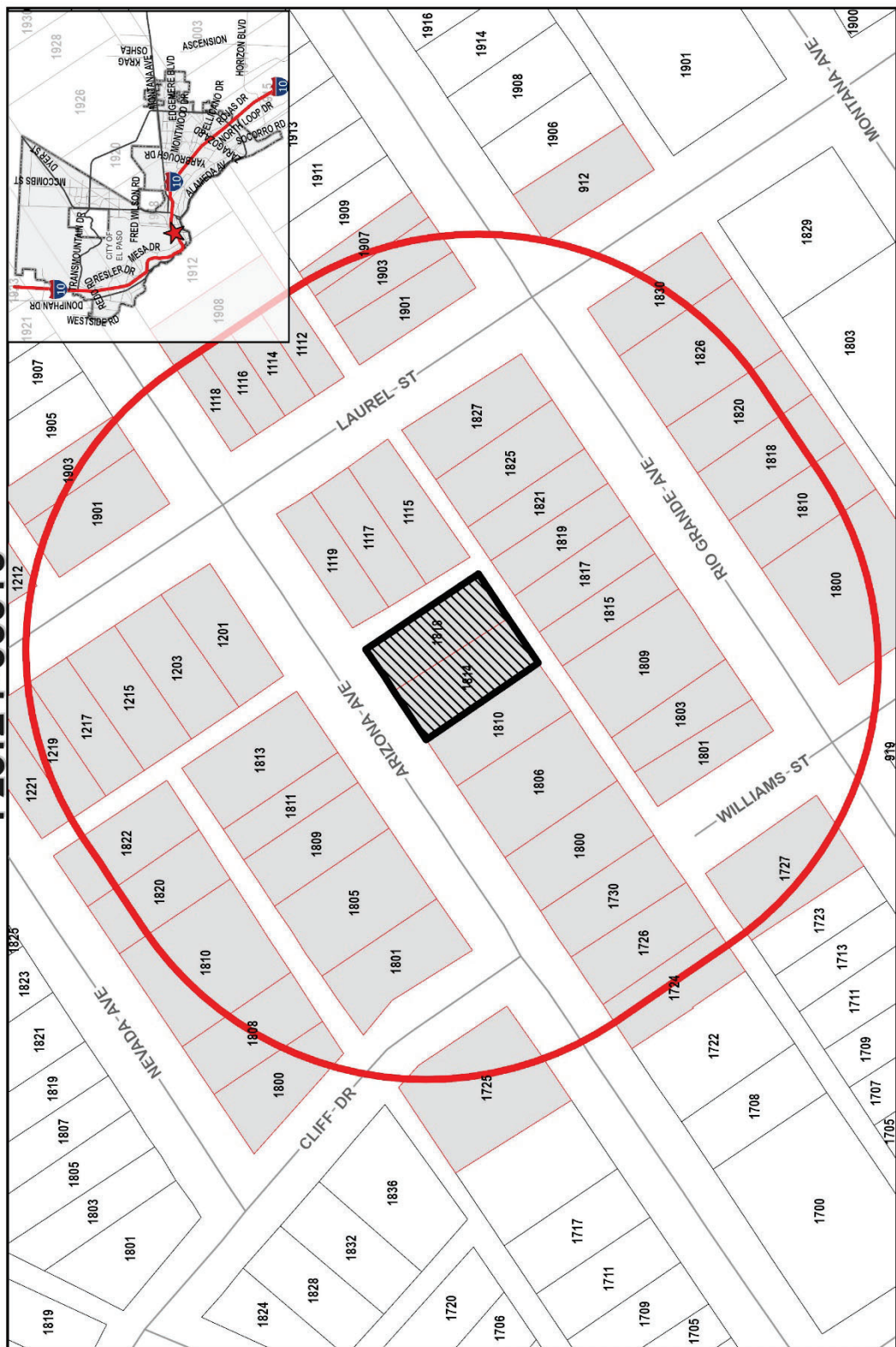
No objections.

911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6

PZST24-00010



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may reveal additional details. The Planning & Inspections Department makes no claim to its accuracy or completeness.

Subject Property

300 Feet Notice Area

Notified Properties

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	N/A
Business Name	N/A
Agenda Item Type	N/A
Relevant Department	N/A

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: Enando Guizarro Date: 3/18/2025



Legislation Text

File #: 25-440, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST24-00016, to allow for infill development with reductions to average lot width, front, rear, and side yard setbacks and 100% parking reduction on the property described as Lot 9, Block 38, Magoffin Subdivision, 903 Park Street, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.280 Infill Development of the El Paso City Code. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 903 Park Street

Applicant: Eleuteria Sandra Hering, PZST24-00016

**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: Kevin Smith for Philip Etiwe

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST24-00016, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTIONS TO AVERAGE LOT WIDTH, FRONT, REAR, AND SIDE YARD SETBACKS AND 100% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOT 9, BLOCK 38, MAGOFFIN SUBDIVISION, 903 PARK STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Eleuteria Sandra Hering, have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reductions to average lot width, front, rear, and side yard setbacks, and 100% parking reductions; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a A-3 (Apartment) Zone District:

*Lot 9, Block 38, Magoffin Subdivision, 903 Park Street, City of
El Paso, El Paso County, Texas; and,*

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reductions to average lot width, front, rear, and side yard setbacks, and 100% parking reduction; and,
3. That this Special Permit is issued subject to the development standards in the A-3 (Apartment) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and,

ORDINANCE NO. _____

PZST24-00016

HQ25-4623|Trans#606199|P&I
Special Permit 903 Park Ordinance
RTA

Page 1 of 3

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST24-00016 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,
5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-4623|Trans#606199|P&I
Special Permit 903 Park Ordinance
RTA

PZST24-00016

Page 2 of 3

AGREEMENT

Eleuteria Sandra Hering, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-3 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 14th day of MARCH, 2025.

Eleuteria Sandra Hering:

By: Eleuteria Sandra Hering
(name/title)
[Signature]
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 14th day of MARCH, 2025, by Rebecca Ruiz for Eleuteria Sandra Hering, as Owner.

My Commission Expires:

[Signature]
Notary Public, State of Texas



Notary's Printed or Typed Name:

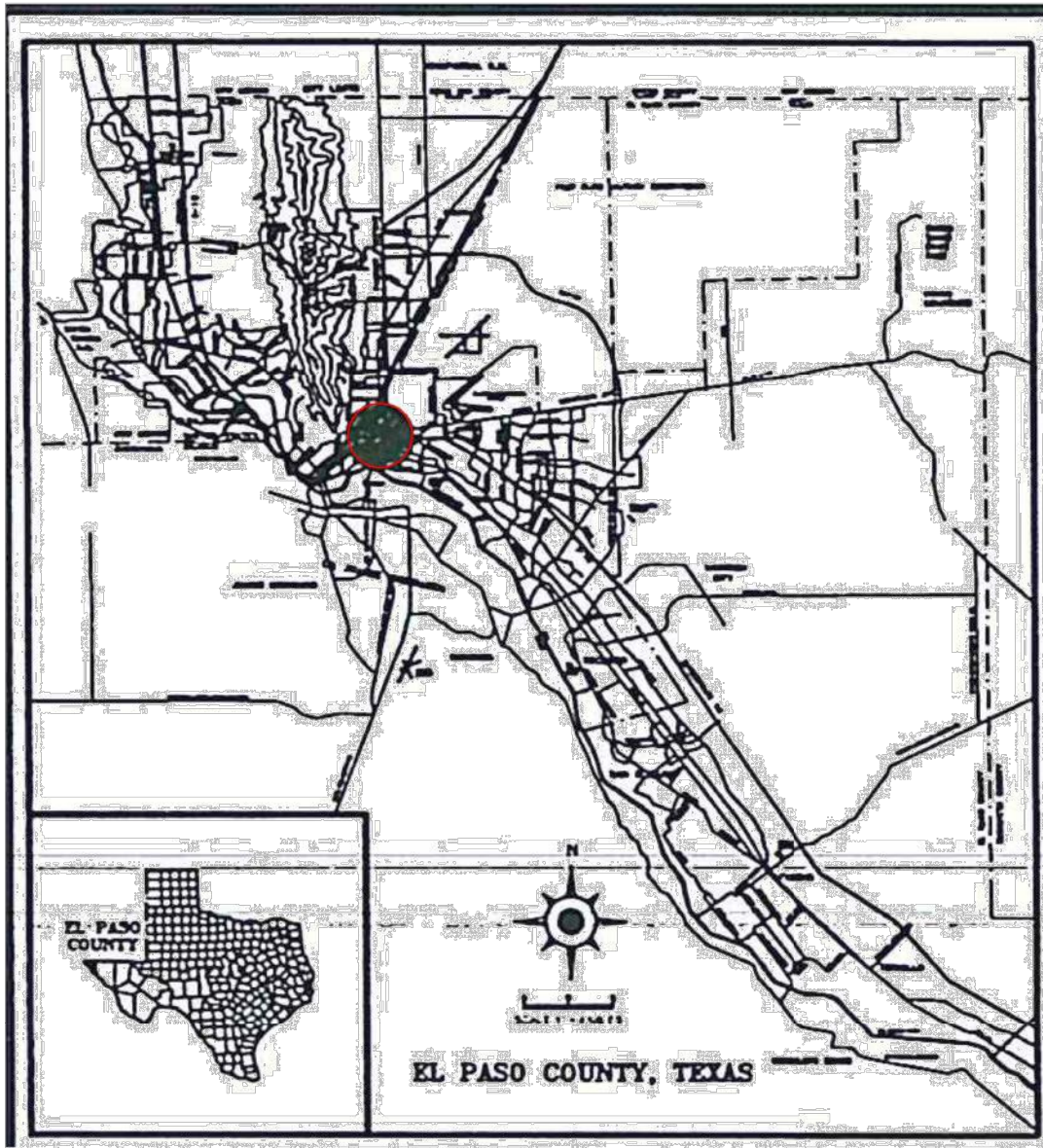
Rebecca Ruiz

ORDINANCE NO. _____

HQ25-4623|Trans#606199|P&I
Special Permit 903 Park Ordinance
RTA

PZST24-00016

Page 3 of 3



1 LOCATION MAP
Scale: N/A



1.1 PROJECT LOCATION
Scale: N/A

PROJECT DATA

APPLICABLE CODES

INTERNATIONAL RESIDENTIAL CODE 2021
INTERNATIONAL FIRE CODE 2021
BUILD YEAR - 1924

PROJECT ADDRESS

903 PARK ST
EL PASO, TEXAS 79901

LEGAL DESCRIPTION

38 MAGOFFIN LOT 9 (3,000 SQ FT)

CONSTRUCTION TYPE:

TYPE: V-B

BUILDING AREA: TOTAL AREA: 2,403.00 S.F.

SPACE	AREA Sq.Ft.
UNIT-1	750.50 S.F.
FRONT PORCH AREA	48.00 S.F.
UNIT-2	750.50 S.F.
UNIT-3	791.00 S.F.
STAIRS AREA	63.00 S.F.

PARKING REQUIRED

TRIPLEX
SPECIAL PERMIT 100% PARKING REDUCTION

PARKING PROVIDED = 2 PARKING SPACES	BICYCLE RACK PROVIDED = 3 BICYCLE
PROVIDED = 1 PARKING SPACES 1 HANDICAP PARKING LOT	

ZONING

CURRENT ZONING: A-3
REQUIRED ZONING: SD

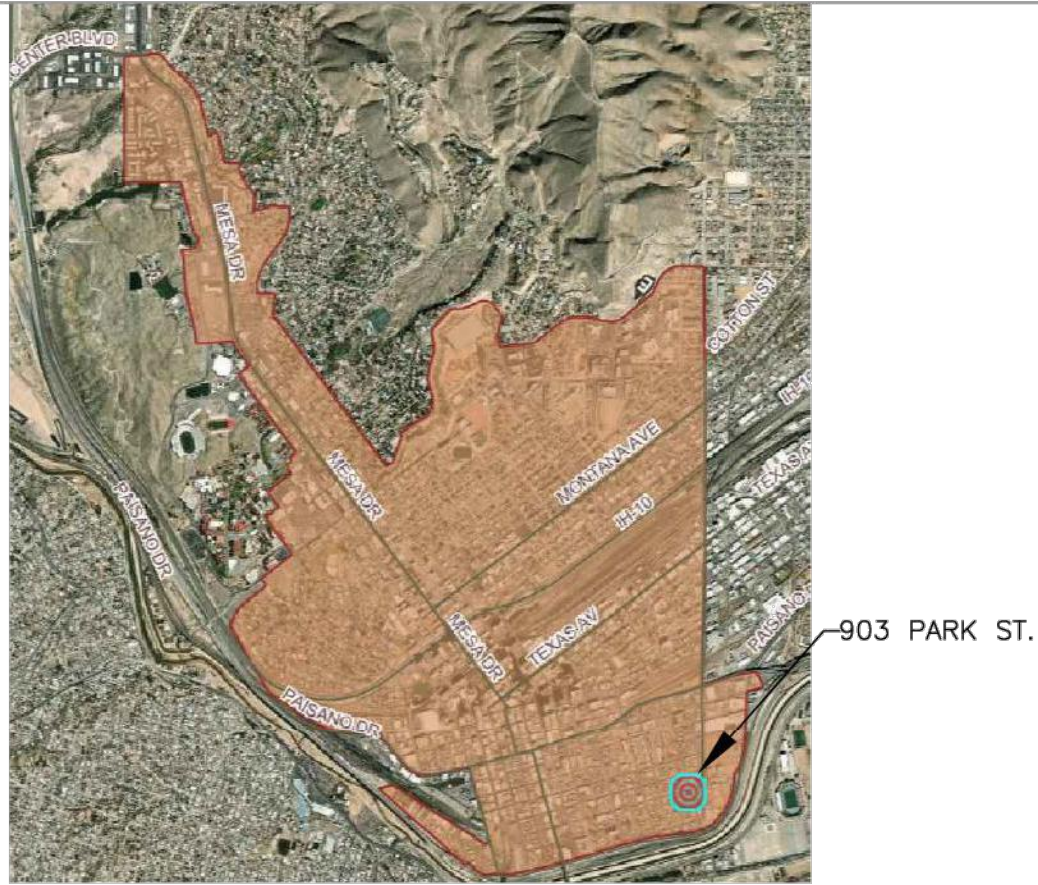
SET BACKS	A-3	SPECIAL PERMIT
FRONT YARD	20'-0"	1'-0"
REAR YARD	25'-0"	20'-0"
CUM. FRONT & REAR YARD	N/A	N/A
SIDE YARD	15'-0"	0'-0"
SIDE STREET	10'-0"	N/A
MAXIMUM HEIGHT	35'-0"	35'-0"

LOT SIZE REDUCTION

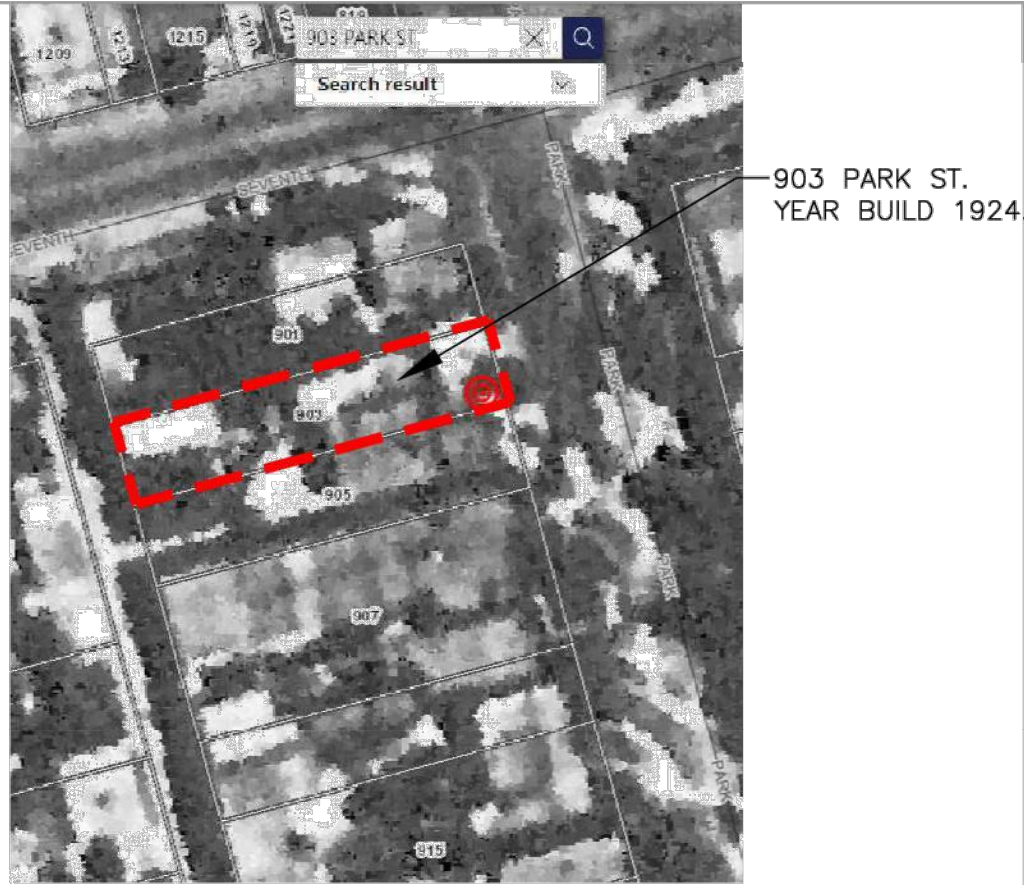
	LOT WIDTH	LOT DEPTH	LOT AREA
AREA REQUIRED	40'-0"	60'-0"	2,400.00 S.F.
AREA PROVIDED	25'-0"	125'-0"	3,000.00 S.F.

LOCATION CRITERIA MANDATORY DESIGN REQUIREMENTS (MIN. 1)

1.2 LAND WITHIN THE DOWNTOWN PLAN AREA.

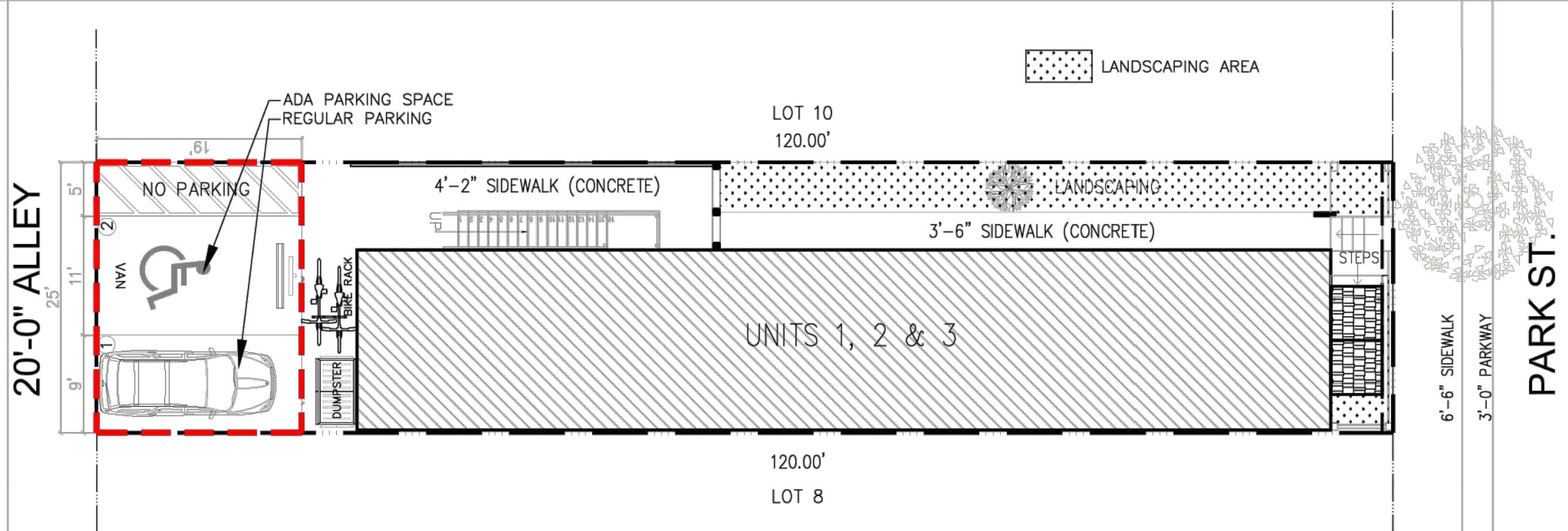


1.3 LAND ANNEXED PRIOR TO 1955.

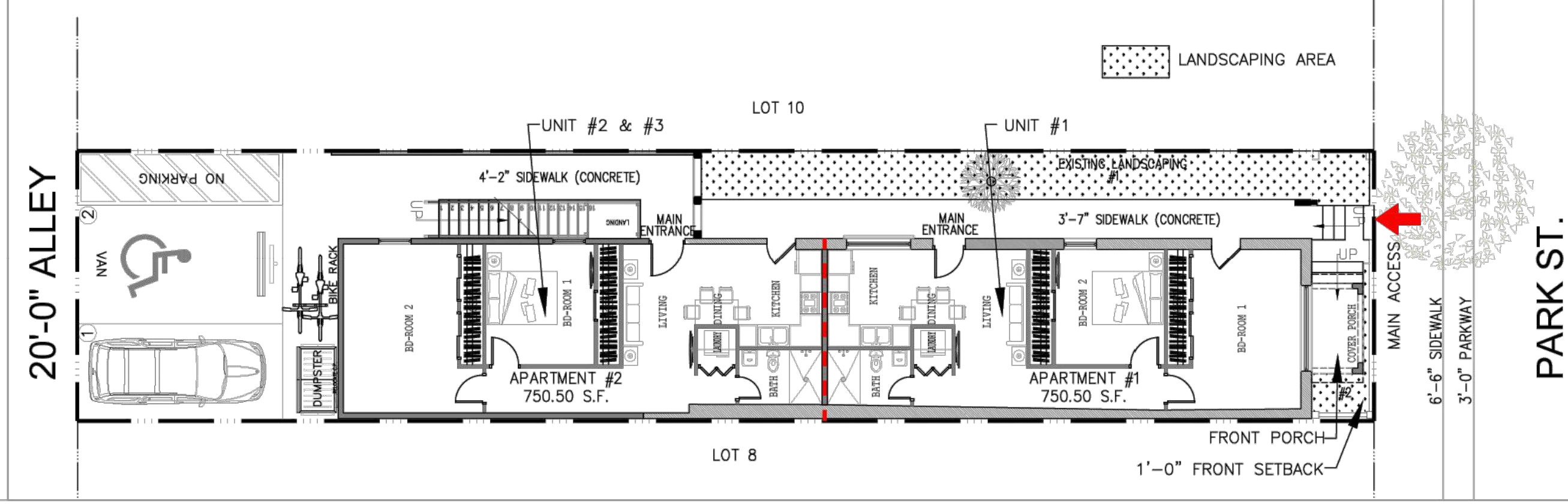


1 DESIGN CRITERIA MANDATORY DESIGN REQUIREMENTS (ALL 3)

1.1 ON-SITE SURFACE PARKING IS PROVIDED AT THE REAR OF THE PROPERTY AND WHEN POSSIBLE ACCESSED VIA ALLEY;
NO PARKING WILL BE IN FRONT (PARK ST.) IN ACCORDANCE WITH MANDATORY REQUIREMENT.



1.2 BUILDINGS SHALL BE PLACED ON THE PARCEL SUCH THAT THE PRINCIPAL ORIENTATION IS TOWARD THE MAIN STREET AND THE PRINCIPAL
ENTRANCE IS FROM THE SIDEWALK.



1.3 FOR PROPOSALS ABUTTING EXISTING RESIDENTIAL DEVELOPMENT THE FRONT BUILDING SETBACK SHALL NOT DEVIATE FROM THE AVERAGE
FRONT SETBACK OF LOTS WITHIN THE SAME BLOCK AS THE PROPOSED DEVELOPMENT BY MORE THAN 15%.
ALL SETBACKS ON THIS BLOCK HAVE A FRONT SETBACK THAT VARY OF 0'-0", 4'-0" & 6'-0", WITH AN AVERAGE OF 1.1'.
15% OF THE AVERAGE OF 1.1' IS 0.16". THE NEW STRUCTURE IS LOCATED APPROXIMATELY 5'-9.5" FROM FRONT PROPERTY LINE.
WHICH MEETS THIS STANDARD.
FRONT SET BACK REQUIRED WILL BE 1'-0".

EXISTING FRONT SET BACK	
ADDRESS	SETBACK AVERAGE
901 Park St.	0'-0"
903 Park St.	6'-0"
905 Park St.	4'-0"
900/907 Park St.	0'-0"
911 Park St.	4'-0"
913 Park St.	0'-0"
915 Park St.	0'-0"
917 Park St.	0'-0"
919 Park St.	0'-0"

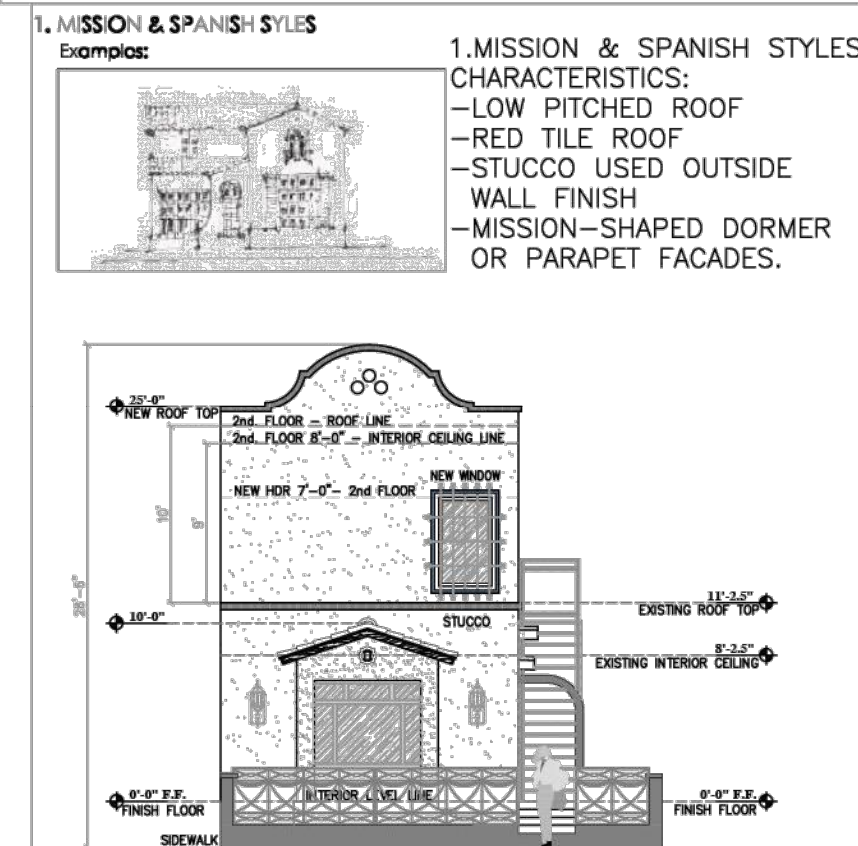


2 SELECTIVE DESIGN GUIDELINES MANDATORY DESIGN REQUIREMENTS (NO LESS THAN 3)

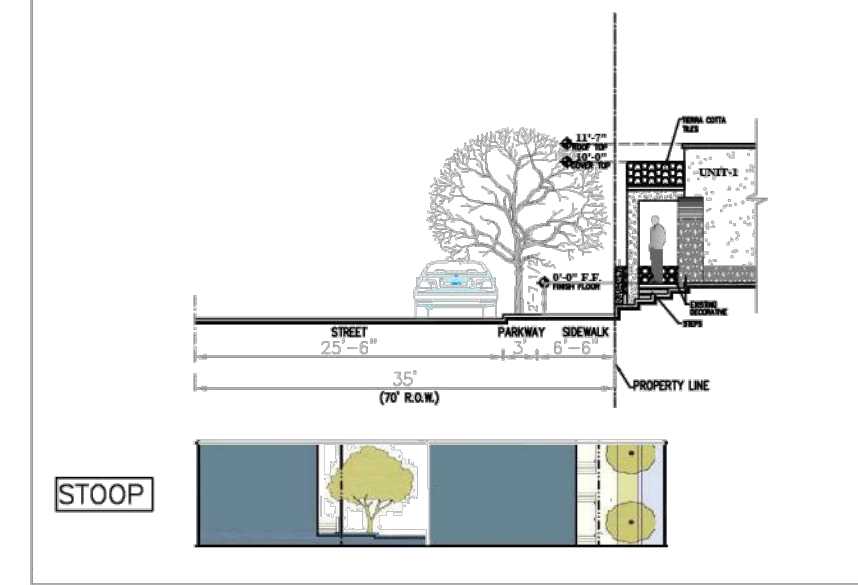
2.2 THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED
BY THE TOTAL LOT AREA FOR INFILL DEVELOPMENT
PROJECTS SHALL BE NO LESS THAN 80%.

SPACE	AREA Sq.Ft.
UNIT-1	750.50 S.F.
FRONT PORCH AREA	48.00 S.F.
UNIT-2	750.50 S.F.
UNIT-3	791.00 S.F.
STAIRS AREA	63.00 S.F.
TOTAL GROSS FLOOR AREA= 2,403.00 S.F.	
TOTAL LOT AREA= 3,000.00 S.F.	
GROSS AREA REQUIRED= 2,400.00 S.F.	
GROSS AREA PROVIDED= 2,403.00 S.F.	

2.6 PROJECT DEMONSTRATE COMPLIANCE WITH ONE OF
THE ARCHITECTURAL STYLES DEFINED BY COMMUNITY
DESIGN MANUAL OF PLAN EL PASO.



2.11 PRIVATE FRONTAGE TYPES IN TITLE 21 - TABLE 7
STOOP: A FRONTAGE WHEREIN THE FACADE IS ALIGNED CLOSE TO THE
FRONTAGE LINE WITH THE FIRST STORY ELEVATED FROM THE SIDEWALK
SUFFICIENTLY TO SECURE PRIVACY FOR THE WINDOWS. THE ENTRANCE IS
USUALLY AN EXTERIOR STAIR AND LANDING. THIS TYPE IS RECOMMENDED
FOR GROUND-FLOOR RESIDENTIAL USE.

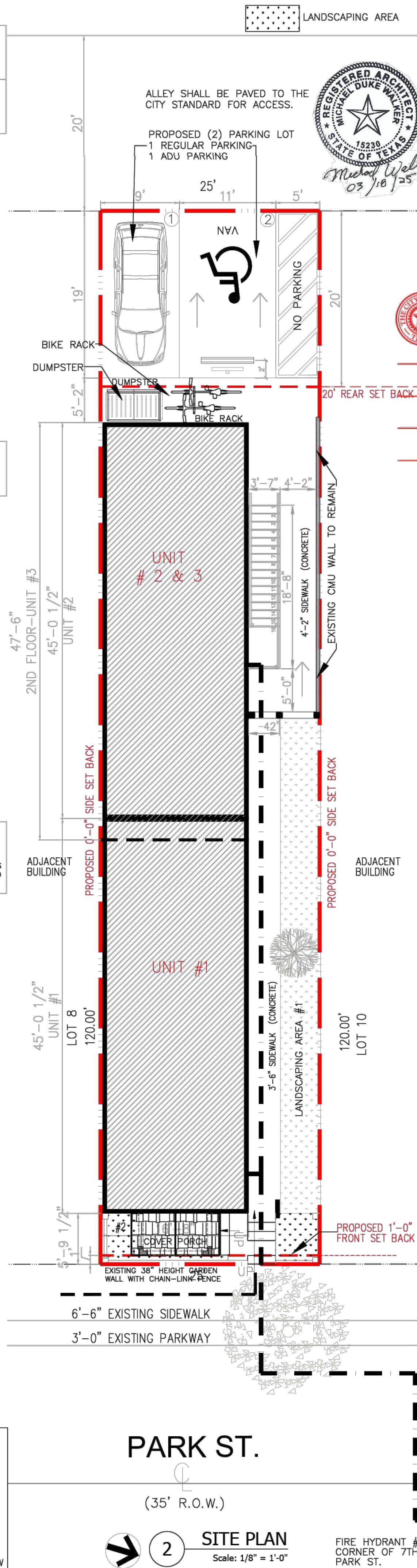


LANDSCAPING CALCULATION

LOT AREA = 3,000.00 S.F.
TOTAL BUILDING AREA = 2,340.00 S.F.
3,000.00 - 2,340.00 = 660.00 S.F.
660.00 X 15% = 99.00 S.F.
AREA #1 = 280.00 S.F.
AREA #2 = 25.00 S.F.
TOTAL AREA = 305.00 S.F.
REQUIRED = 99.00 S.F.
PROVIDED = 305.00 S.F.

LEGEND

- ACCESSIBLE ROUTE
- - - EXISTING PRIVATE FIRE HYDRANT
- PRIVATE FIRE HYDRANT
- ← ARROWS INDICATE STREET ENTRANCE
- ← ARROWS INDICATE STORM WATER DRAINAGE FLOW



PARK ST.

(35' R.O.W.)

2 SITE PLAN
Scale: 1/8" = 1'-0"

FIRE HYDRANT #2259
CORNER OF 7TH ST.
PARK ST.

EXHIBIT "A"

COMPLETE
DESIGN & DRAFTING
Inc.
810 TEXAS AVENUE
EL PASO, TEXAS
79901
PH. 915-777-3056
PH. 915 701-7643
carlos.cdd@yahoo.com
www.designanddrafting.com

CONSTRUCTION By:
PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
3/19/2025

DATE: 3/19/2025
APPLICANT: Carlos CDD
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

DETAILED SITE DEVELOPMENT PLAN FOR:
ELEUTERIA SANDRA HERING

ADDRESS : 903 PARK ST
EL PASO, TEXAS 79901

PROJECT

903 PARK ST
EL PASO, TX. 79901

PROJECT NUMBER: 059.2024
DATE: DECEMBER 2024

REVISIONS

10/10/2024
12/19/2024
1/9/2025
1/31/2025

SHEET TITLE

DETAILED SITE DEVELOPMENT PLAN
"TRIPLEX"

SHEET NUMBER

A1.0
1 OF 1

903 Park

City Plan Commission — January 30, 2025



CASE NUMBER:	PZST24-00016
CASE MANAGER:	Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	Eleuteria Sandra Hering
REPRESENTATIVE:	Vanessa Duran
LOCATION:	903 Park St. (District 8)
PROPERTY AREA:	0.07 acres
REQUEST:	Special permit and Detailed Site Development Plan approval for infill development with reductions to average lot width, front, rear, and side yard setbacks, and a 75% parking reduction for a triplex in the A-3 (Apartment) zone district.
RELATED APPLICATIONS:	None
PUBLIC INPUT:	None received as of January 23, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval for an infill development with reductions to average lot width, front, rear, and side yard setbacks, and a 75% parking reduction for triplex use in the A-3 (Apartment) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan request for infill development. The proposal meets all the requirements of El Paso City Code Section 20.04.320 – Special Permit Approvals, Section 20.04.150 – Detailed Site Development Plan Procedures, and Section 20.10.28 – Infill Development. Furthermore, the proposed development is in accordance with both the G-2 Traditional Neighborhood Future Land Use Designation and *Plan El Paso*, the City’s adopted Comprehensive Plan.

PZST24-00016



Figure A. Detailed Site Development Plan Superimposed on Aerial Imagery

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a special permit and detailed site development plan for infill development with reductions to the required average lot width, front, rear and side yard setbacks, and a 75% parking reduction for a proposed use of a triplex in the A-3 (Apartment) zone district. The subject property is currently used a single-family. The applicant is proposing an addition to the existing single-family dwelling converting into a triplex. The detailed site development plan shows three (3) units, 2,403 square feet in size and integrated into a two-story building with a maximum height of twenty-eight feet (28'). The applicant is requesting the following reductions:

Density/Dimensional Standard A-3 (Apartment) Zone District - Other Permitted Uses (Triplex)	Required	Proposed
Lot area	2,400 sq. ft.	No change
Lot width	40 ft.	25 ft.
Lot depth	60 ft.	No change
Front yard setback	1.1 ft.*	1 ft
Rear yard setback	25 ft.	20 Ft.
Side yard setback	15 ft.	0 ft.

* Average required per Infill Development guidelines (±15% deviation)

Note: Bold indicates requested reductions

In addition to the above request, the applicant is requesting a 75% parking reduction from the required six (6) parking spaces to two (2) parking spaces. A parking study was submitted as required (see Attachment 5), which shows one hundred three (103) on-street parking spaces within 300 feet of the subject property. The average available is 56 spaces. Aside from the reductions requested, the detailed site development plan demonstrates compliance with all applicable standards per the El Paso City Code. Pedestrian access to the subject property is provided from Park Street, with vehicular access through an alleyway connecting Seventh Avenue and Olivas V. Aoy Avenue.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
Criteria	Does the Request Comply?
Location Criteria: An infill development may be located on any parcel of land, which meets at least one of the location criteria.	Yes. The subject property is part of the Magoffin Subdivision, which was platted in 1898. This satisfies Mandatory Requirement 20.10.280.B.3 of El Paso City Code.
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50. 070.F5 of the El Paso City Code.	Yes. The subject property can be accessible through an alleyway located at the rear of the property. The principal building will screen the proposed parking from view and will permit compliance with such requirement.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development shows the building oriented towards Park Street, with pedestrian access along that same street. Main entrance to the principal building will be from the sidewalk of the same street.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. All of the properties along the block have average one-foot (1') front setback, which does match the proposed setback.
Selective Design Requirement 2.2: The percentage of gross floor area divided by the total lot area for infill development projects shall be no less than eighty percent.	Yes. The proposed development's gross floor area is no less than 80% of the total lot area.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural	Yes. The proposed development complies with the architectural component requirement as defined in the

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (El Paso City Code 20.10.280)	
styles defined in the Community Design Manual of <i>Plan El Paso</i>	Community Design Manual of <i>Plan El Paso</i> . The two-story structure will be constructed in a Spanish Style, feature.
Selective Design Requirement 2.11: For projects in residential districts the applicant shall demonstrate that a private frontage as described in 21.80, Table 7a through 7e is proposed.	Yes. The proposed development proposes a porch and fence private frontage. Table 7b – Porch & Fence: a planted Frontage wherein the Facade is set back from the Frontage Line with an attached porch permitted to Encroach. A fence at the Frontage Line maintains street spatial definition. Porches shall be no less than 8 feet deep.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	Does the Request Comply?
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the reductions requested, the detailed site development plan demonstrates compliance with all applicable standards per the El Paso City Code.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of <i>Plan El Paso</i> and the G-2, Traditional Neighborhood Land Use designation. The proposed development will integrate with existing buildings, supplementing uses previously not existing and permitting accessibility through the front and back.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Park Street, a local street, as classified on the City of El Paso's Major Thoroughfare Plan (MTP). No reviewing departments had adverse comments, and the existing infrastructure is deemed appropriate to support the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. No impact is anticipated from the approval of the proposed special permit and detailed site development plan. Per the City Departments' review comments, the proposed development will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance. The proposed development demonstrates adequate stormwater management.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. Due to the zoning and proposed use, landscaping will not be required. The proposed development will provide screening where needed.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The proposed use and building configuration is compatible with other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment is similar in intensity and scale to surrounding development and is not socioeconomically or physically detrimental to neighboring properties.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-2, Traditional Neighborhood:</u> This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the Smart Code as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in this Comprehensive Plan.</p>	<p>Yes, the proposed development meets the intent of the G-2, Traditional Neighborhood Future Land Use designation. The proposed development will integrate with nearby single-family and multi-family dwellings, and it will incorporate existing pedestrian access through Park Street and proposed vehicular access through the alleyway. The principal building will be connected by a fronting sidewalk and will have rear parking screened from view.</p>
<p>Compatibility with Surroundings: The proposed use is compatible with those surrounding the site:</p> <p><u>A-3 (Apartment) District:</u> The purpose of this districts is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.</p>	<p>Yes. The subject property is A-3 (Apartment) and is situated in an area comprising of a mixture of housing types. Some existing uses that are permissible in an A-3 (Apartment) zone district range from single-family dwellings to apartments (5 or more units). The proposed development will have a use of triplex and will support residential dwelling density, previously not available.</p>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.</p>	<p>The proposed development is within the Segundo Barrio Historic District. This federal designation does not impact the request, nor requires further review and/or approval.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>The proposed development is not anticipated to pose any adverse effects on the community.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is stable, with no rezoning in the area within the last 10 years.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Existing zoning will not be changed. Due to the property being located in one of the oldest areas of the City, the existing lot dimensions and parking requirements do not match with requirements of the A-3 (Apartment) zoning district, requiring reductions.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property fronts Park Street, a street designated as local per the City of El Paso's Major Thoroughfare Plan (MTP) and is adequate for the proposed development. Pedestrian access is provided through an existing five-foot (5') sidewalk while vehicular access is proposed through an alleyway located at the back and connecting Seventh Avenue and Olivas V. Aoy Avenue. The applicant will be responsible for alleyway improvements to provide for parking and accessibility to the site. There are seven (7) different bus stops located within a five-minute walking distance (0.25 mile) from the subject property. The closest bus stop is located approximately 0.06 miles away on the northwest corner of Seventh Avenue and Tays Street.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within El Paso Central Business Association, and Southside Neighborhood Association, all of which were notified of the special permit application. Notices were sent to property owners within 300 feet of the subject property on January 16, 2025. As of January 23, 2025, the Planning Division has not received any communication in support or opposition to the special permit request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Zoning Map
2. Detailed Site Plan
3. Detailed Site Plan, Enlarged
4. Elevation
5. Parking Study
6. Department Comments
7. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZST24-00016



0 10 20 40 60 80 Feet

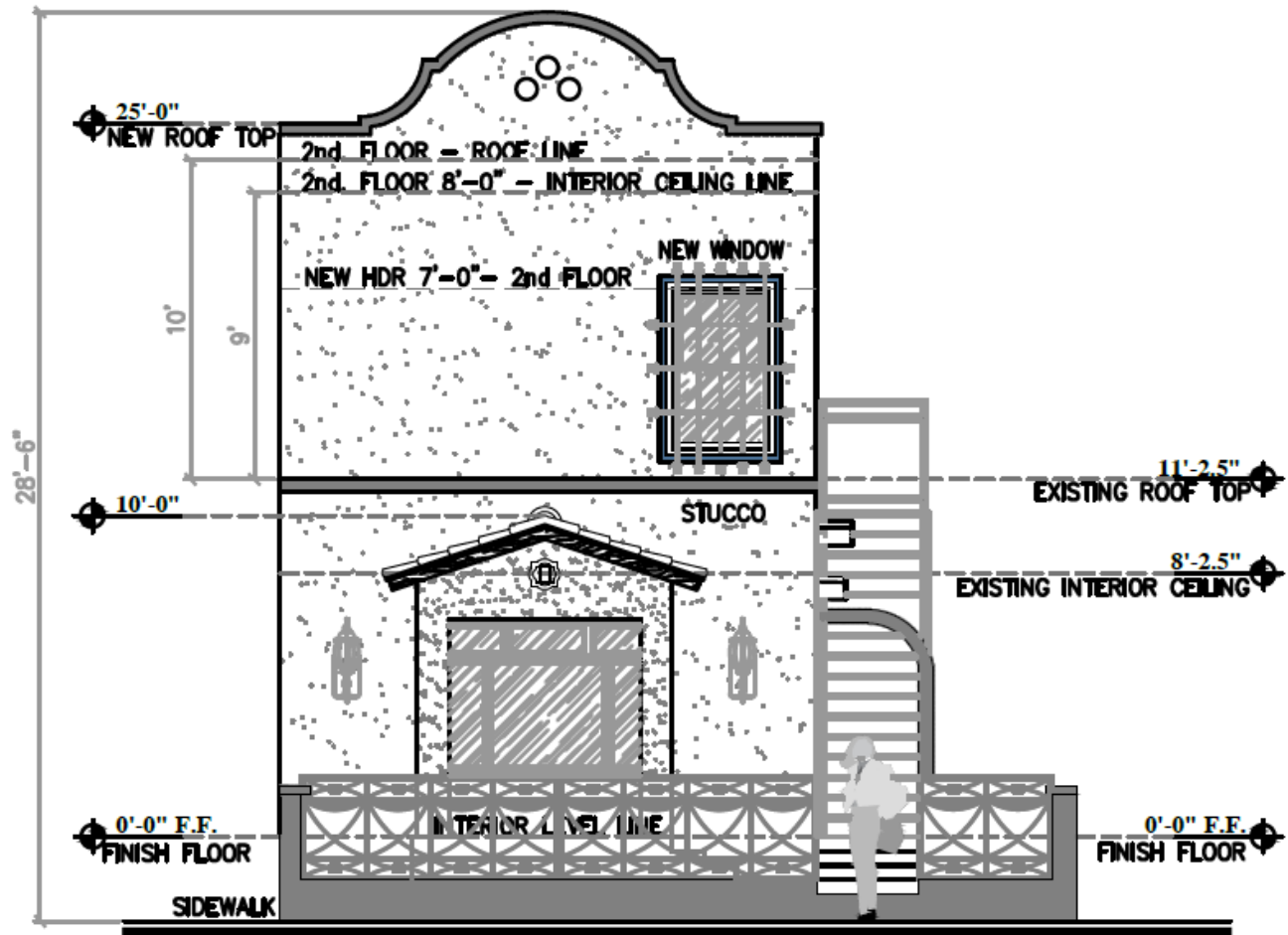
Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Changes to the map may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

[illegible]

ATTACHMENT 4



ATTACHMENT 5

MAP PARKING AND OTHER FACILITIES W/300' RADIUS OF 903 PARK ST.



903 PARK ST. SPECIAL PERMIT PARKING SURVEY

DATE	TOTAL AVAILABLE SPACES				TOTAL PARKING LOTS
	35	32	8	28	
12/18/24	TAYS ST.	PARK ST.	S.COTTON ST.	E 7th AVE.	103
TIME	OCCUPIED	OCCUPIED	OCCUPIED	OCCUPIED	TOTAL OCCUPIED
7:00 AM	20	28	0	12	60
8:00 AM	17	26	1	16	60
9:00 AM	17	22	0	18	57
10:00 AM	18	22	0	17	57
11:00 AM	18	21	0	18	57
12:00 AM	17	19	1	14	51
1:00 PM	17	17	1	14	49
2:00 PM	17	21	0	13	51
3:00 PM	20	18	1	11	50
4:00 PM	20	17	0	12	49
5:00 PM	20	20	3	19	62
6:00 PM	21	23	1	17	62
7:00 PM	23	21	1	15	60



1.1 PROJECT LOCATION

Scale: N/A

ON STREET PARKING FACILITIES WITHIN 300 FEET RADIUS FROM 903 PARK ST. 12-90° PARKING SPACES ON TAYS ST. 91-PARALLEL PARKING SPACES. 103 ON AND OFF STREET PARKING SPACES.

3 SUN METRO BUS STOP WITHIN 300' RADIUS.

WITH ACCESSIBLE ROUTE SIDEWALKS, THERE ARE ADA CURB RAMPS AT ALL INTERSECTIONS.

2 FIRE HYDRANTS WITHIN 300' RADIUS.

PARKING SPACES WITHIN 300' RADIUS.

ATTACHMENT 6

Planning and Inspections Department – Planning Division

Staff recommends approval of the special permit for an infill development and detailed site development plan per Section 20.04.320 – Special Permit Approvals, Section 20.04.150 – Detailed Site Development Plan Procedures, and Section 20.10.28 – Infill Development.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed special permit.

At the time of submittal for building permits, the project will need to comply with all applicable municipal and building code requirements.

Planning and Inspections Department – Land Development

1. The property is in Segundo Barrio National Historic.
2. Alley is substandard, the alley has to comply with the city standards, since use it as an access to the proposed parking lot.

Note: the applicant added the note to the site plan “Alley shall be paved to the City standard for access”.

Planning and Inspections Department – Historic Preservation Office

The property located at 903 Park Street is part of the Segundo Barrio National Register historic district but it has not been designated by the City of El Paso. Since the city does not recognize this site as historic, the Historic Preservation Office is not required to review any plans or proposals.

Fire Department

No adverse comments.

Police Department

No comments provided.

Environmental Services

No comments provided.

Streets and Maintenance Department

No objections to application.

Sun Metro

Applicant meets requirements to receive parking reduction letter from Sun Metro. Parking reduction letter available upon applicant's request.

El Paso Water

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 4-inch diameter water main extending along the alley between Park Street and Tays Street. This main is available for service.

EPWU records indicate one (1) 3/4-inch domestic service. The address for this service is 903 Park Street.

Previous water pressure from fire hydrant #2259, located at the northeast corner of Park Street and Seventh Street, has yielded a static pressure of 90 psi, a residual pressure of 74 psi, and a discharge of 2,632 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along the alley between Park Street and Tays Street. This main is available for service.

General:

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Texas Department of Transportation

No comments provided.

El Paso 9-1-1 District

The 911 District has no comments/concerns regarding this zoning.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

ATTACHMENT 7

PZST24-00016



This map is designed for illustrative purposes only. The features depicted here are approximate and more specific values may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to the accuracy or completeness.

 Subject Property
 300 Feet Notice Area
 Notified Properties

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

Eleuteria Sandra Hering.

Business Name

Agenda Item Type

Relevant Department

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

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

OR

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

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

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

Signature: _____

Date: _____

9/30/24



Legislation Text

File #: 25-445, Version: 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 11B and Tract 12E, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to R-4 (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: 8700 Pell Way

Applicant: Hector Saucedo and Rene Saucedo, PZRZ24-00013

**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: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 11B AND TRACT 12E, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-4 (RESIDENTIAL), AND IMPOSING A CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tract 11B and Tract 12E, Block 7, Ysleta Grant, *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to **R-4 (Residential)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-4654|Tran#606586|P&I
Pell Way Ordinance
JQ

Zoning Case No: PZRZ24-00013

BEING ALL OF TRACT 12E, BLOCK 7,
YSLETA GRANT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
SEPTEMBER 19 , 2024

METES AND BOUNDS

Description of a parcel of land being all of Tract 12E, Block 7, Ysleta Grant, City Of El Paso, El Paso County Texas, and being more particularly described by metes and bounds as follows:

THE POINT OF BEGINNING being the most northerly corner of said Tract 12E, Block 7, Ysleta Grant of the herein described parcel of land;

THENCE, South 24° 41' 00" East, a distance of 577.50 feet to a point;

THENCE, South 73° 08' 00" East, a distance of 632.20 feet to a point;

THENCE, South 37° 46' 00" East, a distance of 166.20 feet to a point;

THENCE, South 55° 37' 00" West, a distance of 121.00 feet to a point;

THENCE, South 65° 12' 00" West, a distance of 90.60 feet to a point;

THENCE, South 82° 18' 00" West, a distance of 160.00 feet to a point;

THENCE, North 76° 41' 00" West, a distance of 120.80 feet to a point;

THENCE, North 64° 44' 00" West, a distance of 138.20 feet to a point;

THENCE, North 45° 01' 00" West, a distance of 487.80 feet to a point;

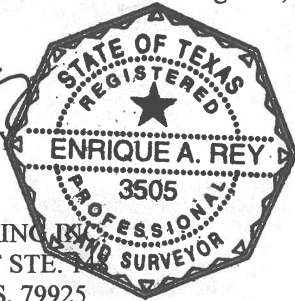
THENCE, North 28° 55' 00" West, a distance of 328.60 feet to a point;

THENCE, North 62° 26' 00" West, a distance of 40.80 feet to a point;

THENCE, North 37° 19' 00" East, a distance of 288.50 feet to the **POINT OF BEGINNING** of the herein described parcel of land and containing 321,006 square feet or 7.37 acres of land more or less.



ENRIQUE A. REY
R.P.L.S.
TX. 3505
REY ENGINEERING, INC.
9434 VISCOUNT STE.
EL PASO TEXAS, 79925
(915) 633-8070



BEING ALL OF TRACT 11B, BLOCK 7,
YSLETA GRANT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
SEPTEMBER 19 , 2024

METES AND BOUNDS

Description of a parcel of land being all of Tract 11B, Block 7, Ysleta Grant, City Of El Paso, El Paso County Texas, and being more particularly described by metes and bounds as follows:

THE POINT OF BEGINNING being the southwesterly corner of said Tract 11B, Block 7, Ysleta Grant of the herein described parcel of land;

THENCE, North 52° 25' 03" East, a distance of 252.71 feet to a point;

THENCE, South 41° 24' 00" West, a distance of 196.10 feet to a point;

THENCE, South 10° 29' 00" West, a distance of 103.10 feet to a point;

THENCE, North 73° 08' 00" West, a distance of 325.18 feet to the **POINT OF BEGINNING** of the herein described parcel of land and containing 41,382 square feet or 0.95 acres of land more or less.

Enrique A. Rey
ENRIQUE A. REY

R.P.L.S.

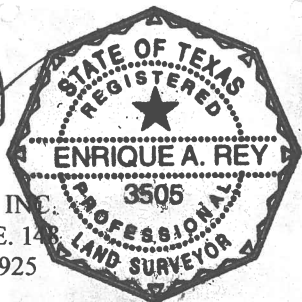
TX. 3505

REY ENGINEERING INC.

9434 VISCOUNT STE. 140

EL PASO TEXAS, 79925

(915) 633-8070

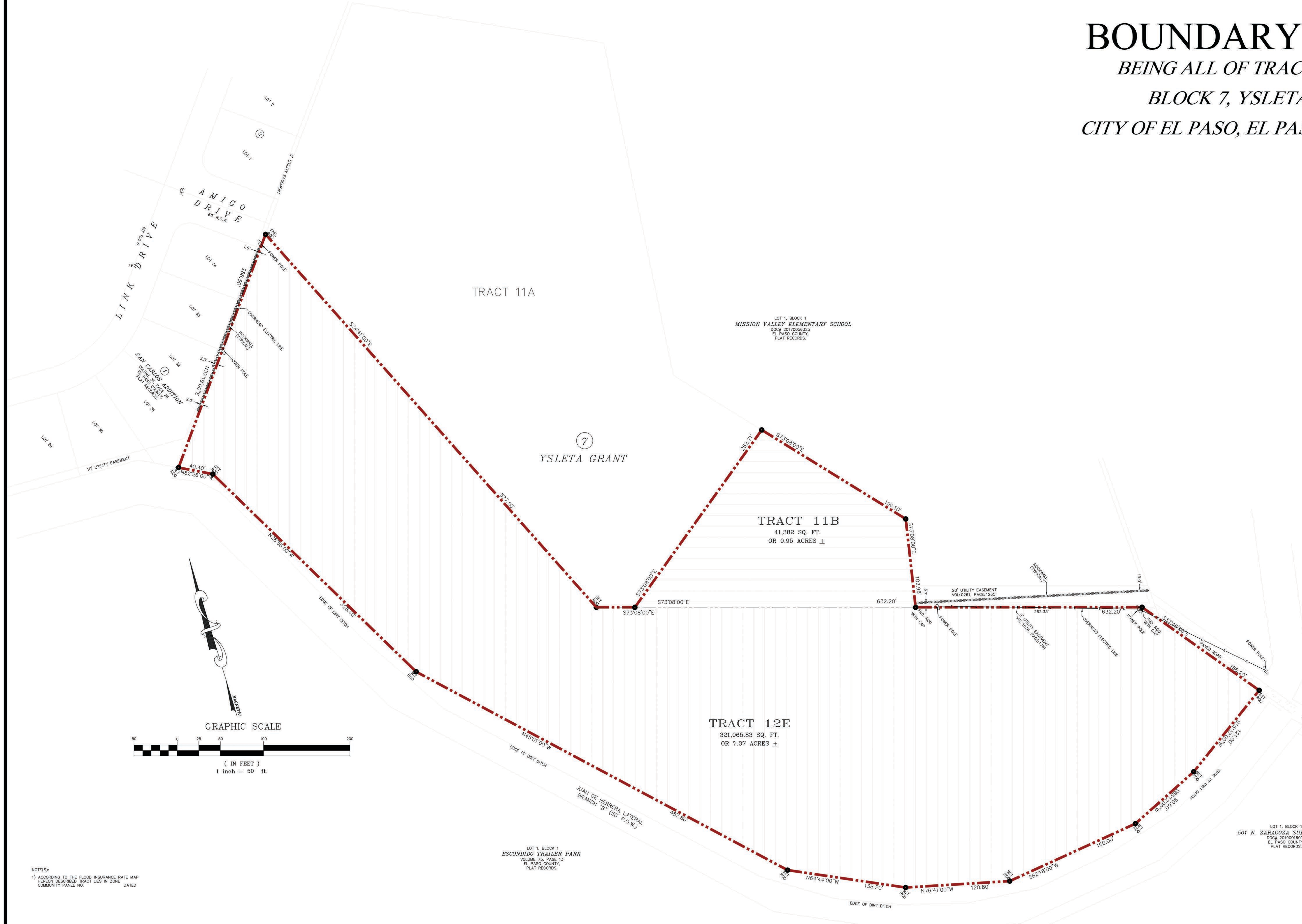


BOUNDARY SURVEY

BEING ALL OF TRACT 11B & 12E,

BLOCK 7, YSLETA GRANT

CITY OF EL PASO, EL PASO COUNTY, TX.



Enrique A. Rey
RE

NOTE(S):
1) ACCORDING TO THE FLOOD INSURANCE RATE MAP
HEREON DESCRIBED TRACT LIES IN ZONE
COMMUNITY PANEL NO. DATED

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND
IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME
OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

8700 Pell Way

City Plan Commission — January 30, 2025 REVISED

REZONING



CASE NUMBER: PZRZ24-00013
CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER: Hector Saucedo and Rene Saucedo
REPRESENTATIVE: Rey Engineering
LOCATION: North of Zaragoza Rd. and West of North Loop Dr. (District 7)
PROPERTY AREA: 7.01 acres
REQUEST: Rezone from R-F (Ranch and Farm) to R-4 (Residential)
RELATED APPLICATIONS: None
PUBLIC INPUT: Received one (1) phone call of inquiry as of January 23, 2025

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from R-F (Ranch and Farm) to R-4 (Residential) to allow for the use of single-family dwellings.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH A CONDITION** of the request. This recommendation is based on the proposed zoning district's compatibility with surrounding uses and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War future land use designation. The condition is as follows:

That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.

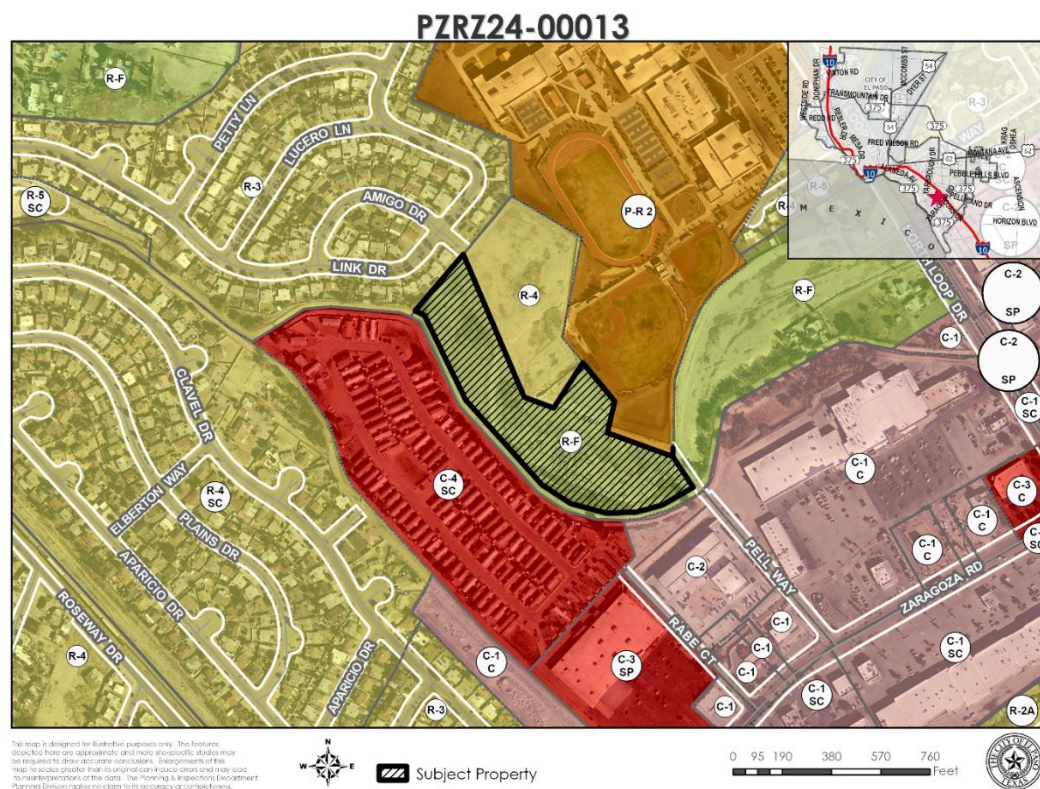


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-4 (Commercial) to allow for a proposed use of single-family detached dwellings. The subject property is approximately 7.01 acres in size and is currently vacant. The conceptual site plan shows proposed lots for the single-family dwellings. Access to the subject property is proposed from Pell Way and Amigo Drive.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent uses in the area. Properties to the north are zoned R-3 (Residential), R-4 (Residential) and P-R-II (Planned Residential II) and consist of single-family dwellings and a school. Properties to the west are zoned C-4 (Commercial) and R-4 (Residential) and consist of a mobile-home park and single-family dwellings. Properties to the south are zoned C-2 (Commercial) and consist of a shopping center. Properties to the east are zoned R-F (Ranch and Farm) and consist of a vacant land. The closest school is Mission Valley Elementary located 0.18 miles away and the closest park is Blackie Cheshier park located 0.78 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of <i>Plan El Paso</i>. The proposed zoning is compatible with the future land use designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-4 (Commercial) District: The purpose of these districts is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes. The proposed R-4 (Residential) zoning district will provide for the integration of residential and commercial uses with adjacent R-4 (Residential), P-R-II (Planned Residential), C-2 (Commercial) and R-3 (Residential) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>The subject property will have access via Pell Way (a local road) to Zaragoza Road, which is classified as a major arterial under the City's Major Thoroughfare Plan (MTP).</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.</p>	<p>None. The proposed development is not within any historic districts or study area plan boundaries.</p>

Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	This area has been stable over the last 5-10 years with no rezonings, however the adjacent parcel also zoned R-F (Ranch and Farm) is proposed to be rezoned to C-1 (Commercial) and C-2 (Commercial).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None. The neighborhood is comprised of commercial retail and single-family residential dwellings.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from Pell Way which is classified as a local road on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for the residential development. Additionally, Pell Way connects to Zaragoza Road to the south designated as a major arterial located 0.14 miles. Sidewalks are currently present along a portion of Pell Way. The nearest bust stop is located 0.30 on Zaragoza Road. Additionally, the existing bridge on Pell Way is substandard and will need to be brought up to City Code standards.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division requests a condition to improve the access point to Pell Way via a new bridge to better connect to the proposed development.

PUBLIC COMMENT: The subject property lies within four (4) neighborhood associations including the Mission Valley Civic Association, Corridor 20 Civic Association, Penrose Neighborhood Associations and Save the Valley 21. Public notices were sent to property owners within 300 feet on January 17, 2025. As of January 23, 2025, the Planning Division has received one (1) phone call of inquiry to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

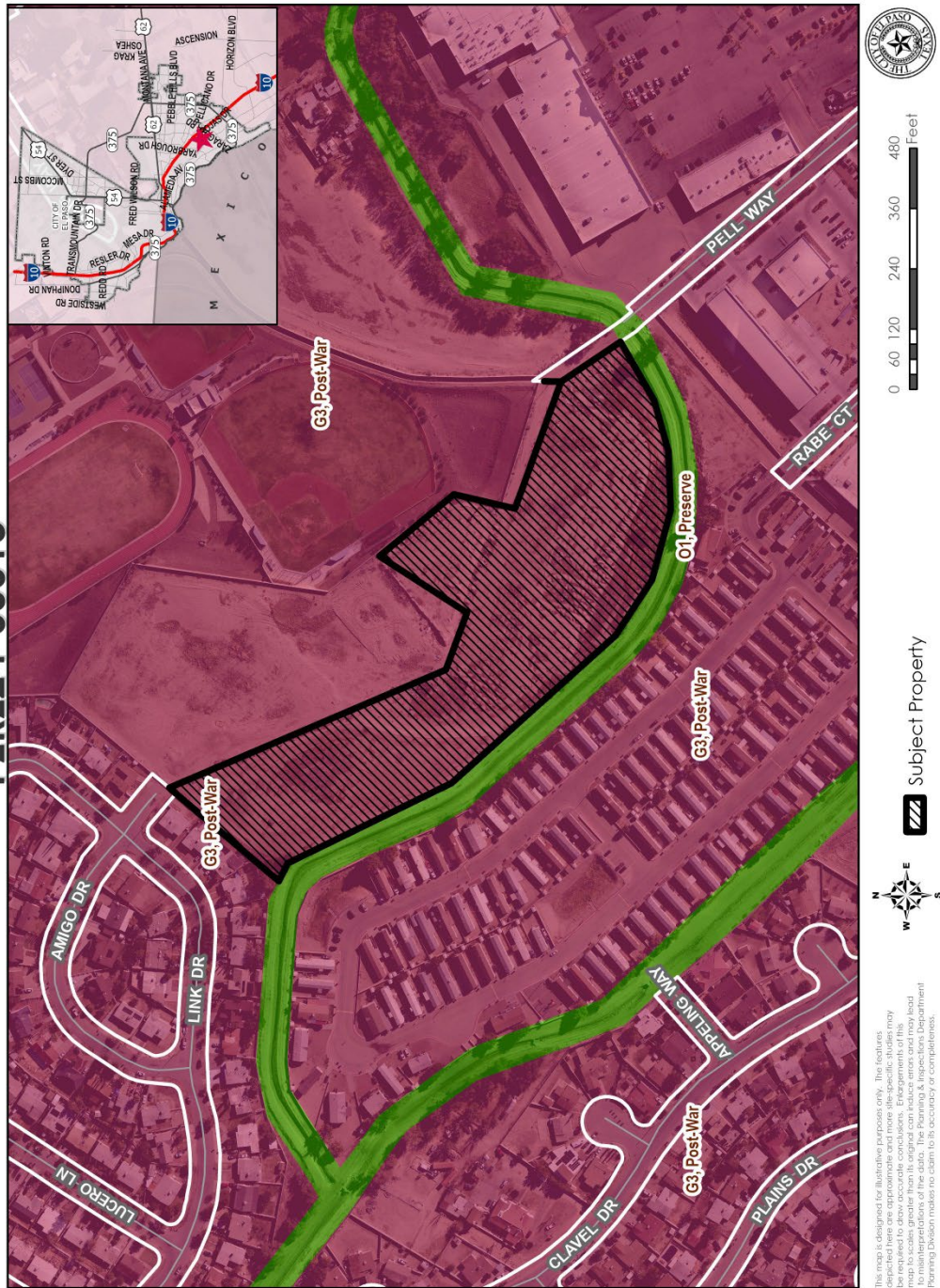
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

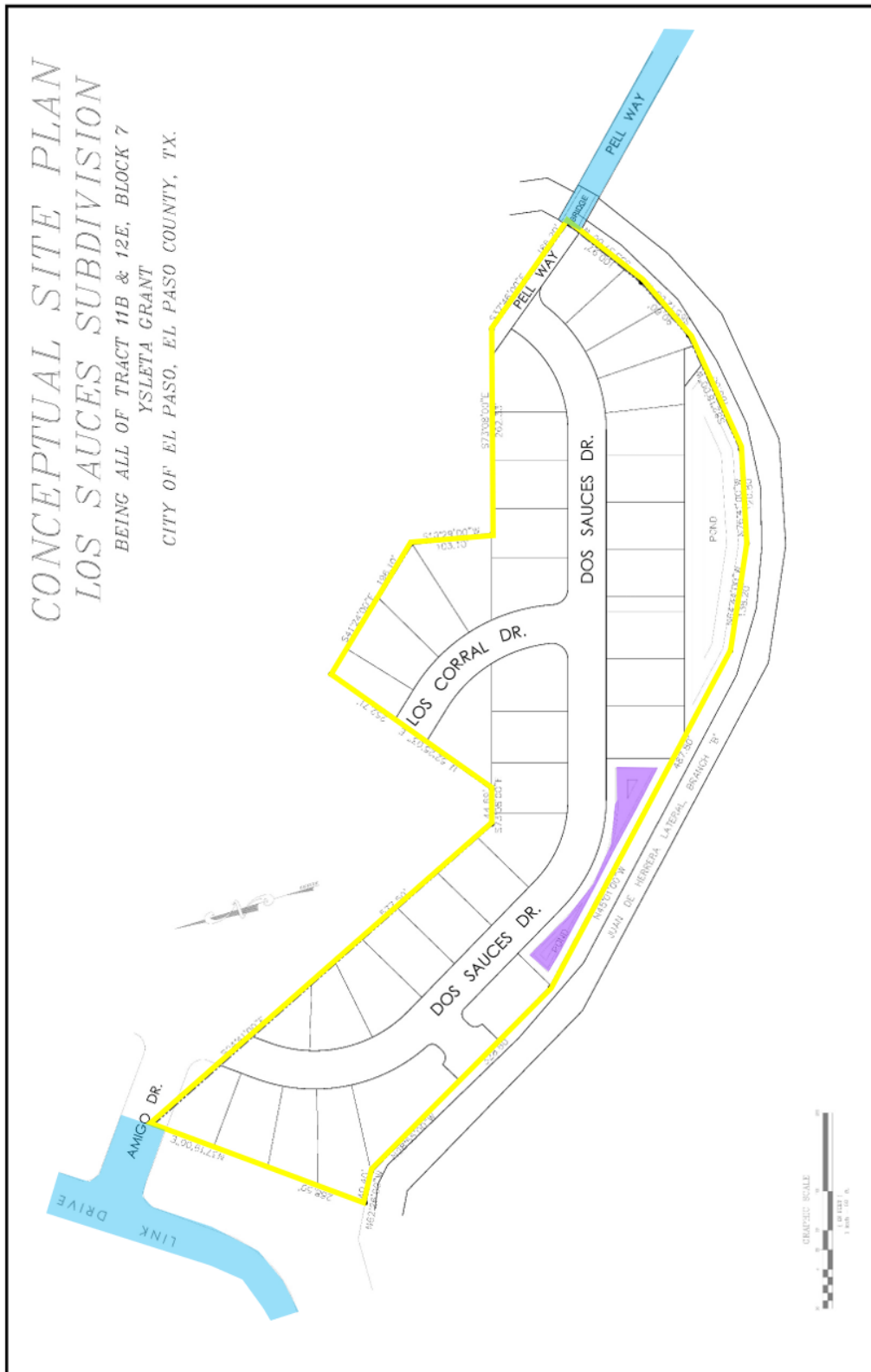
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1

PZR24-00013



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **Approval with a Condition** of the rezoning request. The proposed zoning district is consistent with the surrounding neighborhood. Furthermore, the proposed development meets the intent of the G-3, Post-War land use designation of Plan El Paso, the City's Comprehensive Plan in the Mission Valley Planning area. The condition is recommended to improve the access point to Pell Way via a new bridge to better connect to the proposed development:

That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision proposed ponds.
2. Add the current FEMA FIRM flood zone information to general notes.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments submitted.

Environment Services

No comments submitted.

Streets and Maintenance Department

Traffic & Transportation Engineering

No TIA is required.

Street Lights Department

Do not object to this request.

For the development of this project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

Street Lights Department requires that all projects that involves a roadway is to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be

shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Sun Metro

No effect on Sun Metro transit services or operations.

El Paso Water

There is an existing 6-inch diameter water main that extends along Amigo Way, located approximately 18-feet south of the north right-of-way line. This main can be extended to provide service.

There is an existing 8-inch diameter water main that extends along Pell Way, located approximately 20-feet south of the north right-of-way line. This main can be extended to provide service.

Previous water pressure from fire hydrant #06333, located within in an easement at 615 N. Zaragoza Rd., has yielded a static pressure of 100 (psi), a residual pressure of 90 (psi), and a discharge of 1061 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWU-PSB Comments

EPWater-PSB does not object to this request.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along Pell Way, along the south side of the road. This main can be extended to provide service.

General

Water and sanitary sewer main extensions along dedicated right-of-way shall be required to provide service. Water main extension shall be extended creating a looped system. PSB easement will be required. Owner is responsible for all main extensions and easement acquisition costs.

La Juan Herrera Drain is an El Paso County Improvement District No. 1 facility. Permits for installation of water and sanitary sewer main within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- We reviewed this property for CPC under the name of Los Sauces, and we had the following comments:
- EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the

preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

- The proposed ponding area/s shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

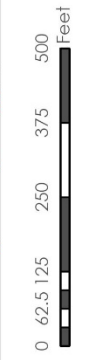
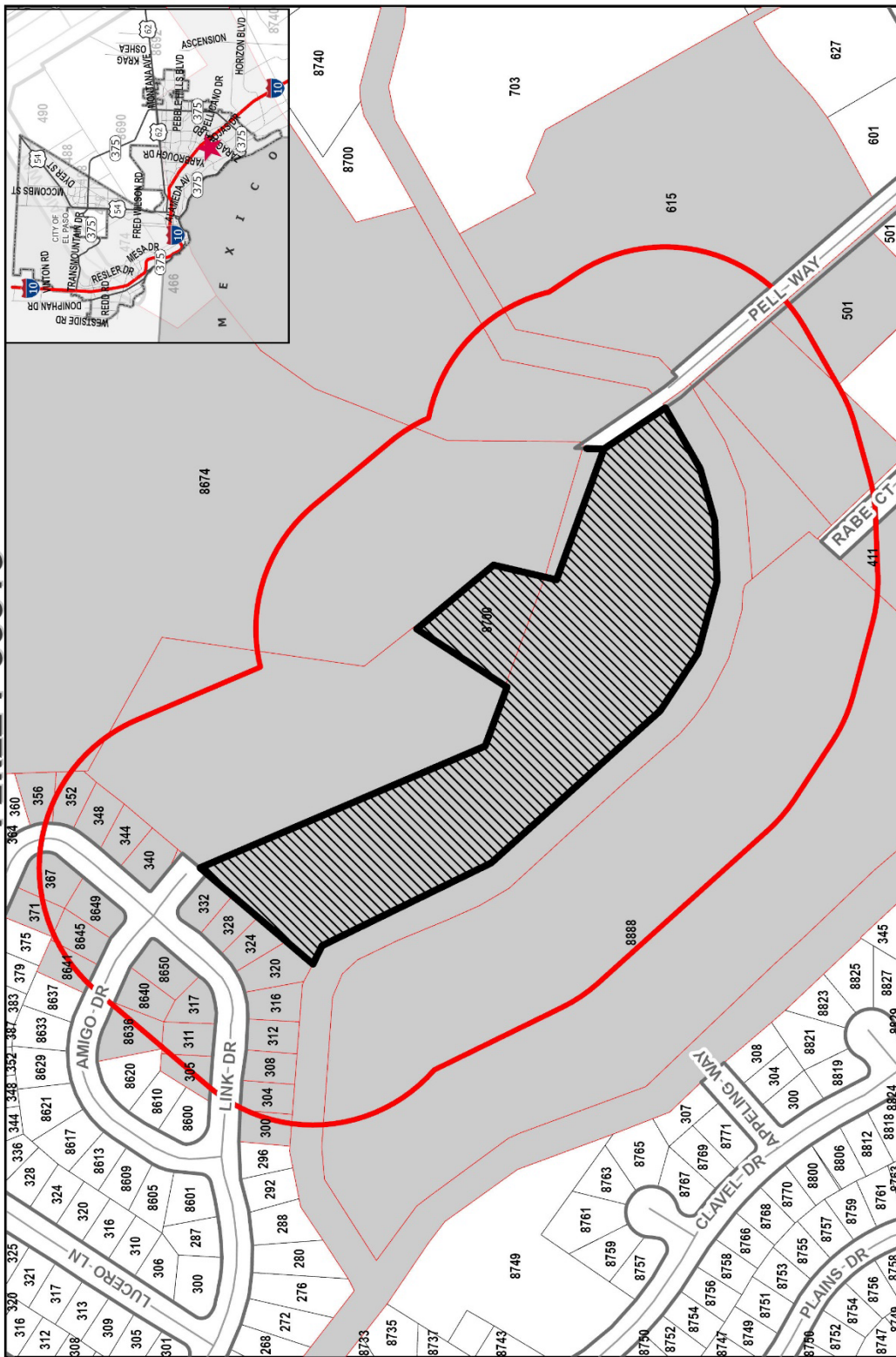
No comments received.

Texas Gas Service

In reference to the existing lot at 8700 Pell Wy, Texas Gas Service does not have any objections.

ATTACHMENT 4

PZRZ24-00013



 Subject Property
 300 Feet Notice Area
 Notified Properties



This map is designed for illustrative purposes only. The features depicted have been approximated and more site-specific studies may be required to draw accurate conclusions. Engagements of this map to scales greater than 1:10,000 can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

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

Contributor / Donor Information:

* Full Name HECTOR SAUCEDO

Business Name _____

Agenda Item Type _____

Relevant Department _____

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



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

OR



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

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

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

Signature: _____

Date: _____

09/23/2024



Legislation Text

File #: 25-446, 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 7

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 3-A-3 and Tract 5-A-1, Block 7, Ysleta Grant, City of El Paso, El Paso County, Texas: Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: Northwest of Zaragoza Rd. and West of North Loop Dr.

Applicant: North Goza LLC, PZRZ24-00009

**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: Philip Fiore

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 3-A-3 AND TRACT 5-A-1, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS: PARCEL 1 FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL) AND PARCEL 2 FROM R-F (RANCH AND FARM) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tract 3-A-3 and Tract 5-A-1, Block 7, Ysleta Grant, *located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit “A”, incorporated by reference, be changed: **Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

- i. *That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.*
- ii. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy. No landscape buffer shall be required where adjacent to the P-R-II zoning district.*
- iii. *That commercial truck loading and unloading area shall be located no closer than 20 feet to any residential lots and there shall be no heavy truck ingress or egress from Pell Way to the subject property.*
- iv. *That within twenty feet (20') from the front property line abutting North Loop, no parking or vehicular storage or display shall be allowed.*
- v. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-4653|Tran#606581|P&I
North Loop and Zaragoza Ordinance
JAQ

Zoning Case No: PZRZ24-00009

Exhibit "A"

METES AND BOUNDS DESCRIPTION

EXHIBIT "A"

DESCRIPTION OF A PARCEL OF LAND BEING A PORTION OF TRACTS 3-A AND 5-A, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF BEGINNING BEING A FOUND IRON ROD, MARKING THE MOST SOUTHERLY POINT OF TRACT 5A, BLOCK 7, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS;

THENCE, NORTH 37°46' 00" WEST, A DISTANCE OF 165.21 FEET TO A POINT;

THENCE NORTH 02°37' 00" WEST, A DISTANCE OF 263.80 FEET TO A POINT;

THENCE NORTH 18°15' 00" EAST, A DISTANCE OF 275.10 FEET TO A POINT;

THENCE NORTH 32°09' 00" EAST, A DISTANCE OF 127.00 FEET TO A POINT;

THENCE NORTH 47°54' 00" EAST, A DISTANCE OF 136.56 FEET TO A POINT;

THENCE NORTH 56°51' 00" EAST, A DISTANCE OF 136.16 FEET TO A POINT;

THENCE NORTH 71°12' 00" EAST, A DISTANCE OF 166.60 FEET TO A POINT;

THENCE NORTH 83°57' 00" EAST, A DISTANCE OF 96.00 FEET TO POINT;

THENCE SOUTH 33°22' 41" EAST, A DISTANCE OF 117.74 FEET TO A POINT;

THENCE NORTH 54°31' 00" EAST, A DISTANCE OF 177.78 FEET TO A POINT THAT LIES ON THE WESTERLY RIGHT OF WAY LINE OF NORTH LOOP DRIVE;

THENCE SOUTH 35°29' 00" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 114.60 FEET TO A POINT;

THENCE SOUTH 62°12' 00" WEST, LEAVING SAID RIGHT OF WAY LINE A DISTANCE OF 318.69 FEET TO POINT,

THENCE SOUTH 53°39' 00" WEST, A DISTANCE OF 132.39 FEET TO A POINT;

THENCE SOUTH 36°21' 00" EAST, A DISTANCE OF 8.00 FEET TO A POINT;

THENCE SOUTH 53°39' 00" WEST, A DISTANCE OF 130.90 FEET TO A POINT;

THENCE SOUTH 21°46' 00" EAST, A DISTANCE OF 114.56 FEET TO A POINT;

THENCE SOUTH 55°47' 00" WEST, A DISTANCE OF 341.70 FEET TO A POINT;

THENCE SOUTH 08°56'00" WEST, A DISTANCE OF 286.80 FEET TO A POINT;

THENCE SOUTH 44°50' 00" WEST, A DISTANCE OF 15.93 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND CONTAINING 305,178 ,76 SQUARE FEET OR 7.006 ACRES OF LAND MORE OR LESS

CARLOS M. JIMENEZ
R.P.L.S. # 3950

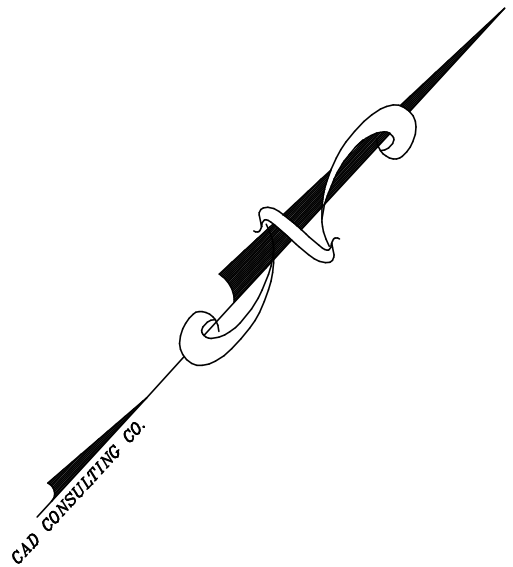
CAD CONSULTING CO.
1790 N. LEE TREVINO DR.
EL PASO TX 79936



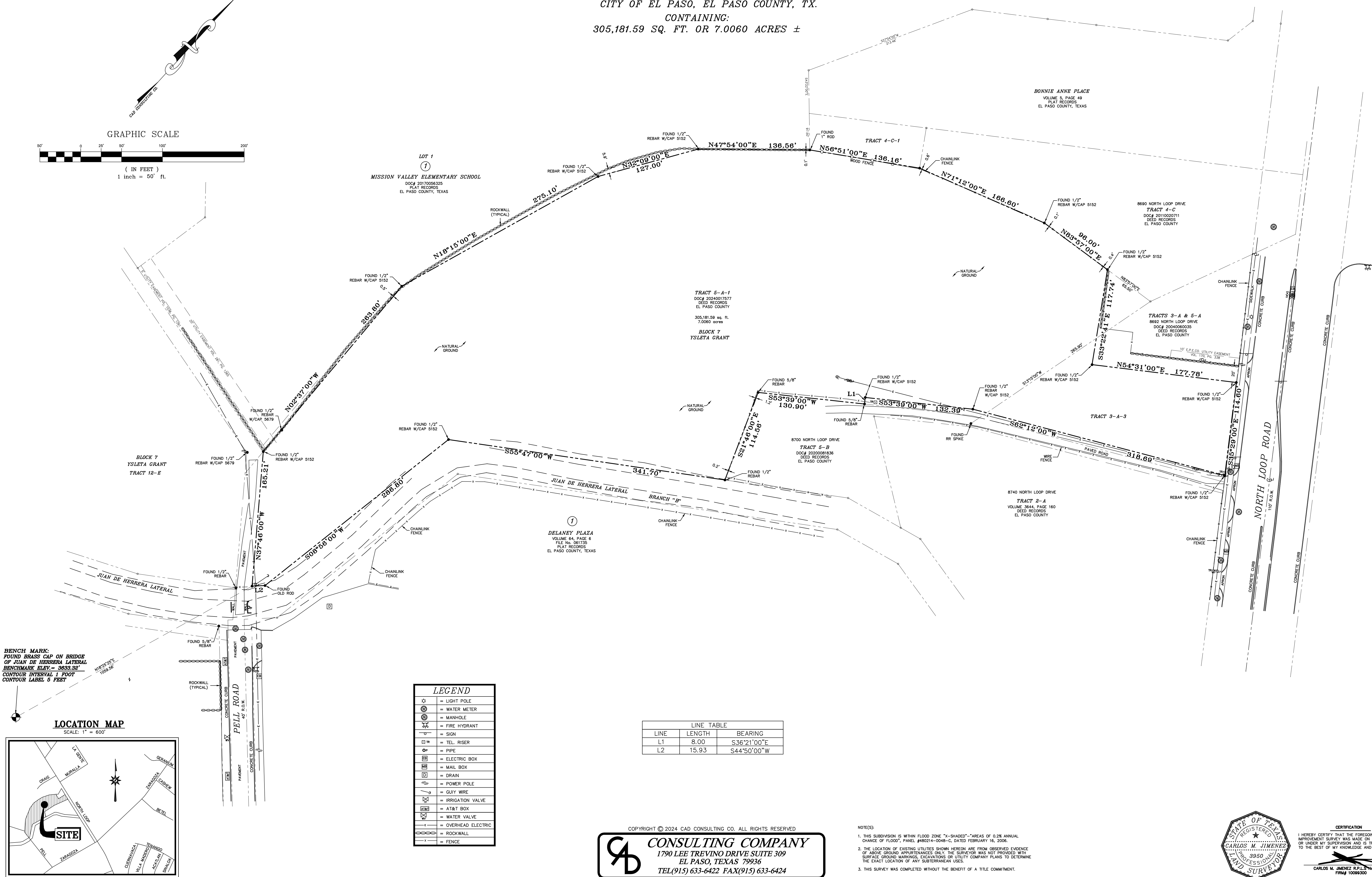
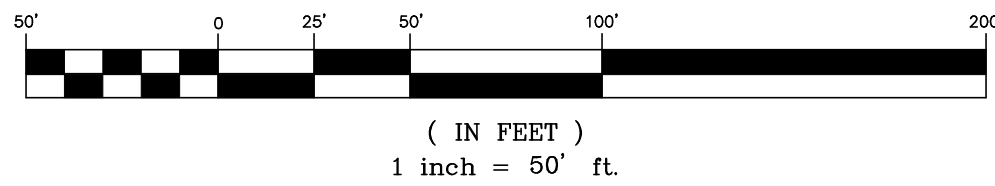
BOUNDARY AND IMPROVEMENT SURVEY

TRACT 3-A-3 AND TRACT 5-A-1, BLOCK 7, YSLETA GRANT
CITY OF EL PASO, EL PASO COUNTY, TX.

CONTAINING:
305,181.59 SQ. FT. OR 7.0060 ACRES ±



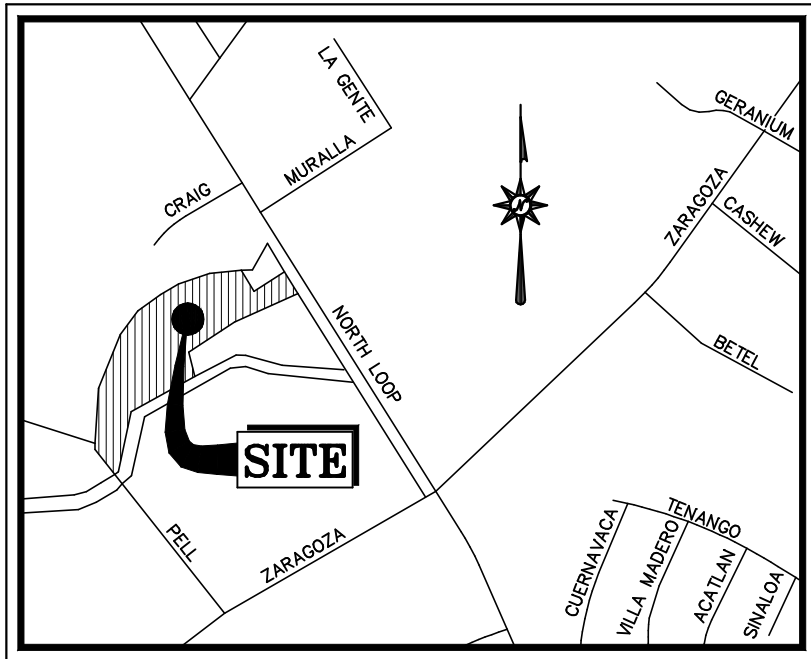
GRAPHIC SCALE



BENCH MARK:
FOUND BRASS CAP ON BRIDGE
OF JUAN DE HERRERA LATERAL
BENCHMARK ELEV. = 3633.32'
CONTOUR INTERVAL 1 FOOT
CONTOUR LABEL 5 FEET

LOCATION MAP

SCALE: 1" = 800'



LEGEND

☆	= LIGHT POLE
⊙	= WATER METER
⊕	= MANHOLE
⚡	= FIRE HYDRANT
Ⓢ	= SIGN
Ⓜ	= TEL. RISER
Ⓚ	= PIPE
Ⓛ	= ELECTRIC BOX
Ⓜ	= MAIL BOX
Ⓛ	= DRAIN
Ⓚ	= POWER POLE
Ⓚ	= GUY WIRE
Ⓚ	= IRRIGATION VALVE
Ⓚ	= AT&T BOX
Ⓚ	= WATER VALVE
Ⓚ	= OVERHEAD ELECTRIC
Ⓚ	= ROCKWALL
Ⓚ	= FENCE

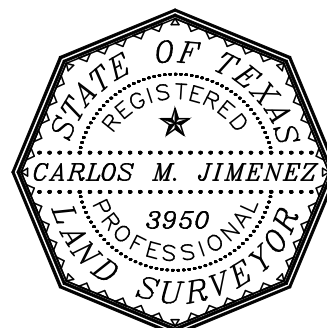
LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00	S36°21'00"E
L2	15.93	S44°50'00"W

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CAD CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

NOTE(S):

- THIS SUBDIVISION IS WITHIN FLOOD ZONE "X-SHADED" AREAS OF 0.2% ANNUAL CHANCE OF FLOOD, PANEL #480214-004B-C, DATED FEBRUARY 16, 2006.
- THE LOCATION OF EXISTING UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH SURFACE GROUND MARKINGS, EXCAVATIONS OR UTILITY COMPANY PLANS TO DETERMINE THE EXACT LOCATION OF ANY SUBTERRANEAN USES.
- THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.



CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S. No. 3950
FIRM# 10069300

Zaragoza and North Loop

City Plan Commission — January 30, 2025 REVISED

REZONING



CASE NUMBER:	PZRZ24-00009
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	North Goza LLC
REPRESENTATIVE:	CAD Consulting Co.
LOCATION:	Northwest of Zaragoza Rd. and West of North Loop Dr. (District 7)
PROPERTY AREA:	7.01 acres
REQUEST:	Rezone Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	Two (2) phone calls of inquiry and one (1) letter via email in support as of January 29, 2025

SUMMARY OF REQUEST: The applicant is proposing to rezone the Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the use of self-storage and commercial retail space.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War Future Land Use designation. The conditions are as follows:

- i. That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.
- ii. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy. No landscape buffer shall be required where adjacent to the P-R-II zoning district.
- iii. That commercial truck loading and unloading area shall be located no closer than 20 feet to any residential lots.
- iv. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.

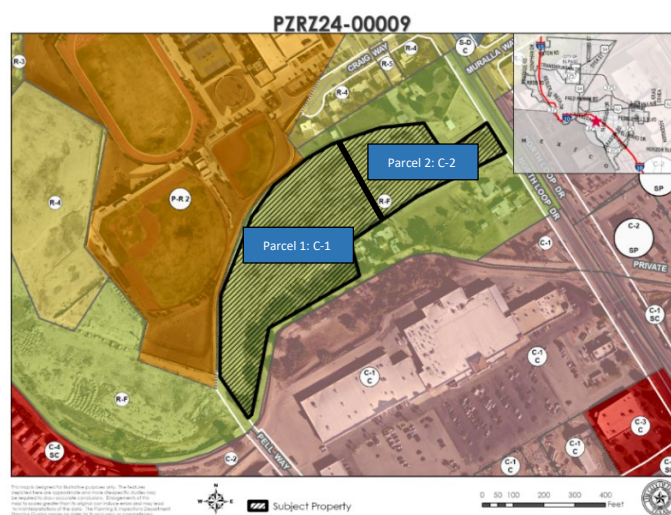


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone Parcel 1 from R-F (Ranch and Farm) to C-1 (Commercial) and Parcel 2 from R-F (Ranch and Farm) to C-2 (Commercial) to allow for the proposed use of self-storage and commercial retail space. The subject property is approximately 7.01 acres in size. The conceptual site plan shows the proposed split of each zoning district as well as the proposed self-storage and office warehouse. Access to the property is proposed from North Loop Drive and Pell Way.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial uses in the area. Properties to the north are zoned R-F (Ranch and Farm) and P-R-II (Planned Residential II) and consist of single-family dwellings, a school, and a pet cemetery. Properties to the south are zoned R-F (Ranch and Farm) C-1 (Commercial) and consist of a shopping center. Properties to the east are zoned R-F (Ranch and Farm) and C-2 (Commercial) and consists of single-family homes and a shopping center. Properties to the west are zoned P-R-II (Planned Residential II) and R-F (Ranch and Farm) and consist of a vacant lot. The closest school is Mission Valley Elementary located 0.18 miles away and the closest park is Blackie Chesher Park located 0.78 miles away.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial) District: The purpose of this district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p> <p>C-2 (Commercial) District: The purpose of the district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-1 (Commercial) and C-2 (Commercial) zoning districts will provide for the integration of commercial uses with adjacent C-1 (Commercial), C-2 (Commercial), P-R II (Planned Residential II) and R-F (Ranch and Farm) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not</p>	<p>Yes. The subject property is located along North Loop Drive and Pell Way which is designated as a major arterial and local street, respectively in the City's Major Thoroughfare Plan (MTP). The classification of these</p>

located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	roadways is appropriate for the proposed development.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	This area is stable with no rezonings in the last 10 years, however the adjacent parcel to the west of the subject property that is zoned R-F (Ranch and Farm) is proposed to be rezoned to R-4 (Residential).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is located in an area comprised mostly of commercial properties along North Loop Drive.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access from North Loop Drive and Pell Way which is designated as a major arterial and local street, respectively, on the City's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. Sidewalks are currently present along North Loop Drive.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: The Planning Division requests a condition to improve the access point to Pell Way via a new bridge to better connect to the proposed development.

PUBLIC COMMENT: The subject property lies within four (4) neighborhood associations including the Mission Valley Civic Association, Corridor 20 Civic Association, Penrose Neighborhood Associations and Save the Valley 21. Public notices were sent to property owners within 300 feet on January 17, 2025. As of January 29, 2025, the Planning Division has received one (1) phone call of inquiry and one (1) letter via email in support to the request.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

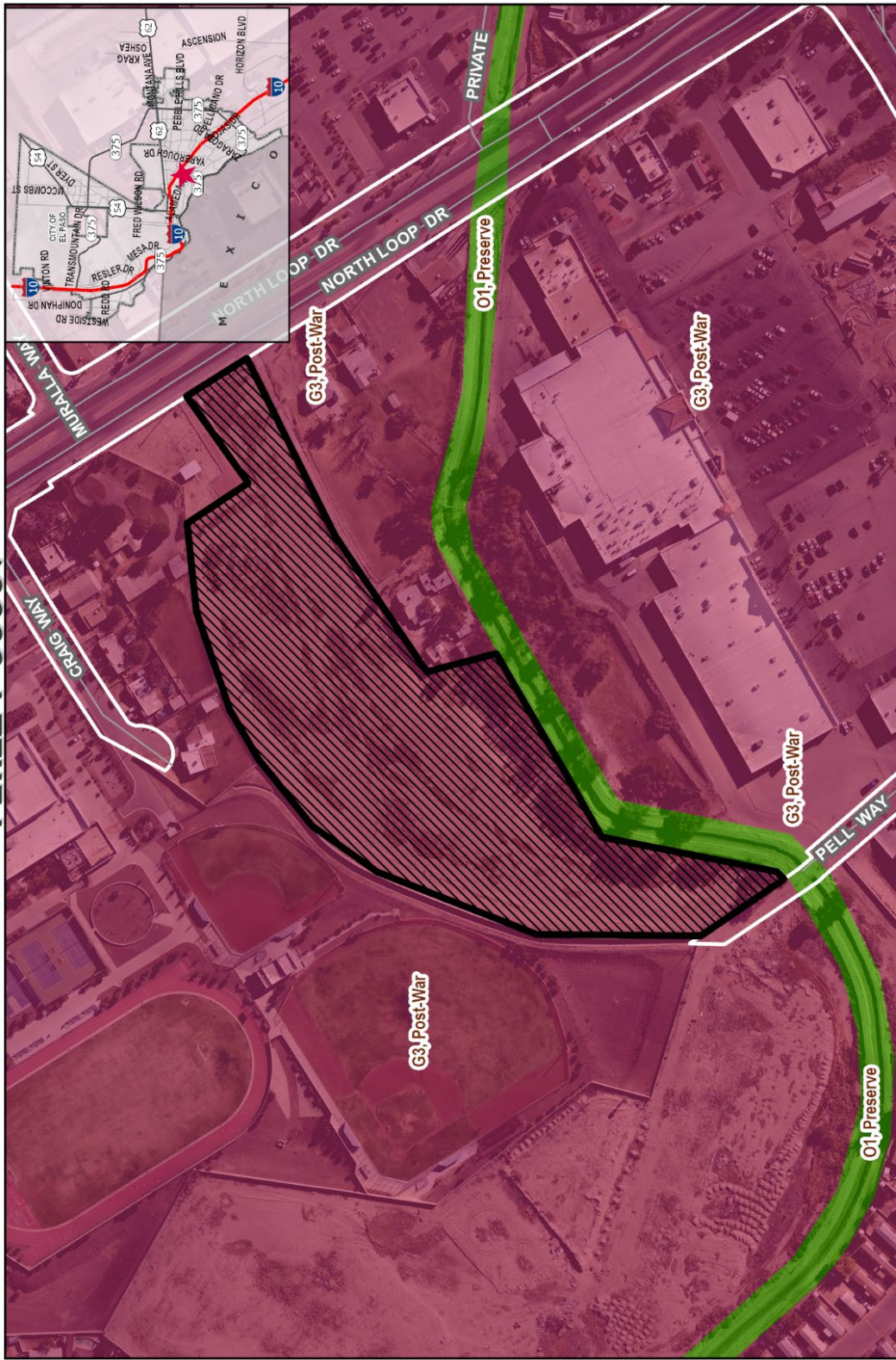
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter Via Email in Support

ATTACHMENT 1

PZRZ24-00009



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Engagements of this map to scales greater than 1:10,000 can induce error and may lead to incorrect conclusions. The City of El Paso and its Planning Division make no claim to its accuracy or completeness.

[illegible]

ATTACHMENT 3

Planning and Inspections Department - Planning Division

Planning staff recommends approval with conditions of the rezoning request. The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-3, Post-War land use designation of Plan El Paso, the City's Comprehensive Plan. The conditions are as follows:

1. *That the Pell Way bridge crossing over the Juan De Herrera Lateral be improved to city standards and constructed in accordance with Title 19 – Subdivisions and Title 18 – Building and Construction.*
2. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy. No landscape buffer shall be required where adjacent to the P-R-II zoning district.*
3. *That commercial truck loading and unloading area shall be located no closer than 20 feet to any residential lots.*
4. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits.*

Planning and Inspections Department – Plan Review & Landscaping Division

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. The proposed ponding area(s) shall have enough capacity to hold all stormwater runoff for a designed 100-yr. storm event.
2. Coordinate and obtain approval from the Water Improvement District #1 for proposed development at time of construction.

Note: comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments regarding this rezoning.

Environment Services

No comments received.

Streets and Maintenance Department

TIA is not required.

Coordinate with TXDOT regarding access.

Sun Metro

No comments submitted.

El Paso Water

There is an existing 12-inch diameter water main that extends along North Loop Dr., located approximately 10-feet north of the south right-of-way line. This main is available for service.

Previous water pressure from fire hydrant #01822, located on the intersection of Muralla Way and North Loop Drive, has yielded a static pressure of 110 (psi), a residual pressure of 96 (psi), and a discharge of 11300 (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWU-PSB Comments

EPWater-PSB does not object to this request.

Sanitary Sewer

There is an existing 8-inch diameter sanitary sewer main that extends along North Loop Dr., located approximately 22-feet north of the southern right-of-way line. This main is available for service.

General

North Loop Drive is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within North Loop Dr right-of-way requires written permission from TxDOT.

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

The proposed ponding area shown shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event. Label the pond as "Private".

El Paso County 911 District

No comments received.

Texas Department of Transportation

Please have requestor submit plans to TxDot for review and approval.

El Paso County Water Improvement District #1

No comments received.

El Paso Electric

Please note the existing facilities within the parcel under consideration for the improvements.



PZRZ24-00009



ATTACHMENT 5

From: [Sylvia Carreon](#)
To: [Beltran, Jose V.](#)
Subject: PZRZ24-00009
Date: Wednesday, January 29, 2025 12:44:57 PM

You don't often get email from longhorn_1989@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Good afternoon Mr. Beltran, this is Sylvia Carreon, president of the Mission Valley CIVIC Association and wanted you to advise the commission that I have spoken to the Consulting Company and are in agreement as the rezoning from a R-F to a C-1 and C-2 at this location on North Loop Rd. I have seen their final concept of the area, and it does meet with our approval. Their original request back in June was to change to a C-3, but we advised them that the C-3 would not meet with our approval as to danger of heavy commercial liability. Thank you and please attach this to the file.

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	North Goza, LLC - Andres Moreno (Manager)
Business Name	North Goza, LLC
Agenda Item Type	Planning - Rezoning
Relevant Department	Planning Division

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



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

OR



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

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

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

Signature: _____

Andrés Moreno
ANDRÉS MORENO

Date: _____

6/5/201



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-401, 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

Libraries, Norma P. Martinez, (915) 212-3200

AGENDA LANGUAGE:

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

An Ordinance amending Ordinance No. 10739 as amended by Ordinance Nos. 15658, 15167, 15006, 12909, and 12141, and amending the Budget Resolution Fee Schedule to revise the Overdue Fines for Materials charged by the El Paso Public Library to \$0.00 and forgive any outstanding fine balance for overdue materials.

**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:

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: Norma P. Martinez

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



El Paso Public Libraries

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

To: Honorable Mayor and Members of City Council

From: Norma Martinez, Director of Library Services *npm*

Date: 3-18-2025

Subject: Fine Free Proposal

Requesting an amendment to Ordinance No. 10739, as amended by Ordinance Nos. 15658, 15167, 15006, 12909, and 12141 to revise the overdue fines charged by the El Paso Public Library, which originally established the manner in which the fees charged by the City will be set and that all current fines be forgiven.

The El Paso Library will implement the Fine Free program and requests to amend Schedule C to remove the overdue fine, \$0.15/per day which in accordance with Section 46 of the FY2025 Budget Resolution, requires Council approval.

Norma Martinez – Director of Library Services
Library Administration | 915-212-3200 | www.ElPasoTexas.gov

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 10739 AS AMENDED BY ORDINANCE NOS. 15658, 15167, 15006, 12909, AND 12141, AND AMENDING THE BUDGET RESOLUTION FEE SCHEDULE TO REVISE THE OVERDUE FINES FOR MATERIALS CHARGED BY THE EL PASO PUBLIC LIBRARY TO \$0.00 AND FORGIVE ANY OUTSTANDING FINE BALANCE FOR OVERDUE MATERIALS

WHEREAS, in 2019 the American Library Association passed a resolution encouraging libraries throughout the nation to discontinue fees for overdue library materials as a mechanism to increase library usage and expand access for all populations; and

WHEREAS, City Council desires to adopt a fine of \$0.00 for overdue materials by El Paso Public Libraries because the accumulation of overdue fines deters patrons of the Library from continuing to utilize the Library's services and deprives others of the use of such items; and

WHEREAS, City Council desires to forgive all outstanding fine balances to help ensure the public purpose that library resources remain accessible to everyone; and

WHEREAS, the amount of lost Library material exceeds the revenue collected from fines and libraries around the State have seen a positive impact on Library use as a result of forgiving and eliminating fines.

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

1. That the overdue fine charges for the El Paso Public Library currently contained in Ordinance No. 10739, as amended by Ordinance Nos. 12141, 12909, 15006, 15167, and 15658 shall be amended to read as follows:

OVERDUE FINES

All items (adult and juvenile books, paperbacks, fotonovelas, revistas, videotapes, audiocassettes, kits, and compact discs) \$0.00 per day.

2. That Schedule C Line Item Number 863 for Overdue Fines at the Library in the City's Budget Resolution for Fiscal Year 2025 be waived and that future Budget Resolutions also remove the charge for Overdue Fines at the Library.
3. That all current overdue fines be forgiven.
4. That the schedule of overdue fines for items described above shall become effective as of April 29, 2025.
5. Except as expressly herein amended, Ordinance No. 10739, as previously amended by Ordinance Nos. 12141, 12909, 15006, 15167, and 15658, shall remain in full force and effect including current fees for damaged or lost materials.

ORDINANCE NO. _____

PASSED AND APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

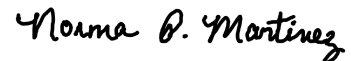
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Norma Martinez, Director
El Paso Public Libraries

ORDINANCE NO. _____

FY 2026 Department Schedule C

DEPARTMENT:	Library
GOAL:	4

Please select all that apply:

<input type="checkbox"/> New Fee	<input checked="" type="checkbox"/> Services no longer provided
<input type="checkbox"/> Fee Enhancement	<input type="checkbox"/> Existing Fee Increased Cost

FY 2025 Line #	Account	Fee Description	Detail	FY 2025 Adopted	FY 2026 Requested	Change	Comments
857	443000	Overdue Fines		\$0.15/day	\$0.00/day	Delete	It is not cost effective to charge overdue fees
893	450567	Library Fees	Scanner	\$0.10	\$0.00	Delete	Our equipment does not have the capability to charge the fee

Fee Changes Description (Mandatory) (Briefly describe the Fee changes and its associated impact - including revenue impact)	Performance Management (Provide a listing of how the successful implementation of this request will be measured)
Overdue Fees - it is not cost effective in charging fees to the patrons, because of all the indirect costs associated in processing the fees. Scanner Fees - Our Kiosks and scanning equipment were not able to communicate to apply the fee to the patrons. Comprise and City IT tried to make it work but were unsuccesful.	



CITY OF EL PASO



El Paso Public
LIBRARIES

Enhancing Educational Opportunities Through Policy

Norma Martinez
Director of Library Services

El Paso Public Library Proposes To Eliminate Late Fees

- Ordinance establishes late fees at the Library
- The present fine is **\$.15 cents/item/day** - Capped out at **\$5.00/item**
- Patrons blocked: **39,506**
- There are **177,116** overdue library items checked out by patrons
- Over the previous 5 years, the average annual revenue collected from these late fees is **\$24,963**



Purpose of Eliminating Late Fees

- Bring back the 39,506 patrons presently blocked
- Make library services and resources more accessible to all El Pasoans
- This change would apply only to late fees
- Fees for damaged/lost materials will still apply
- Patrons *can* still be blocked for overdue items, but they do not accrue financial fines



Practice that has been eliminated in many Library Systems across the County

- Research on the topic suggests that late fees have a tendency to cause people to avoid visiting library systems and may influence patrons not to return overdue library items
- Administrative efforts in collecting fines are resource-intensive for libraries, and the revenue collected is minimal compared to the replacement costs of outstanding items
- Libraries that have eliminated late fees have experienced an increase in library usage and a downward trend in lost library materials
- Fines also tend to disproportionately affect financially disadvantaged communities

Fine Free Libraries in Texas

- Arlington Public Library
- Austin Public Library
- Dallas Public Library
- Ft. Worth Public Library
- Houston Public Library
- Harris County Public Library
- San Antonio Public Library
- Seguin Public Library
- Tom Green County Library
- UT System Libraries
- Others

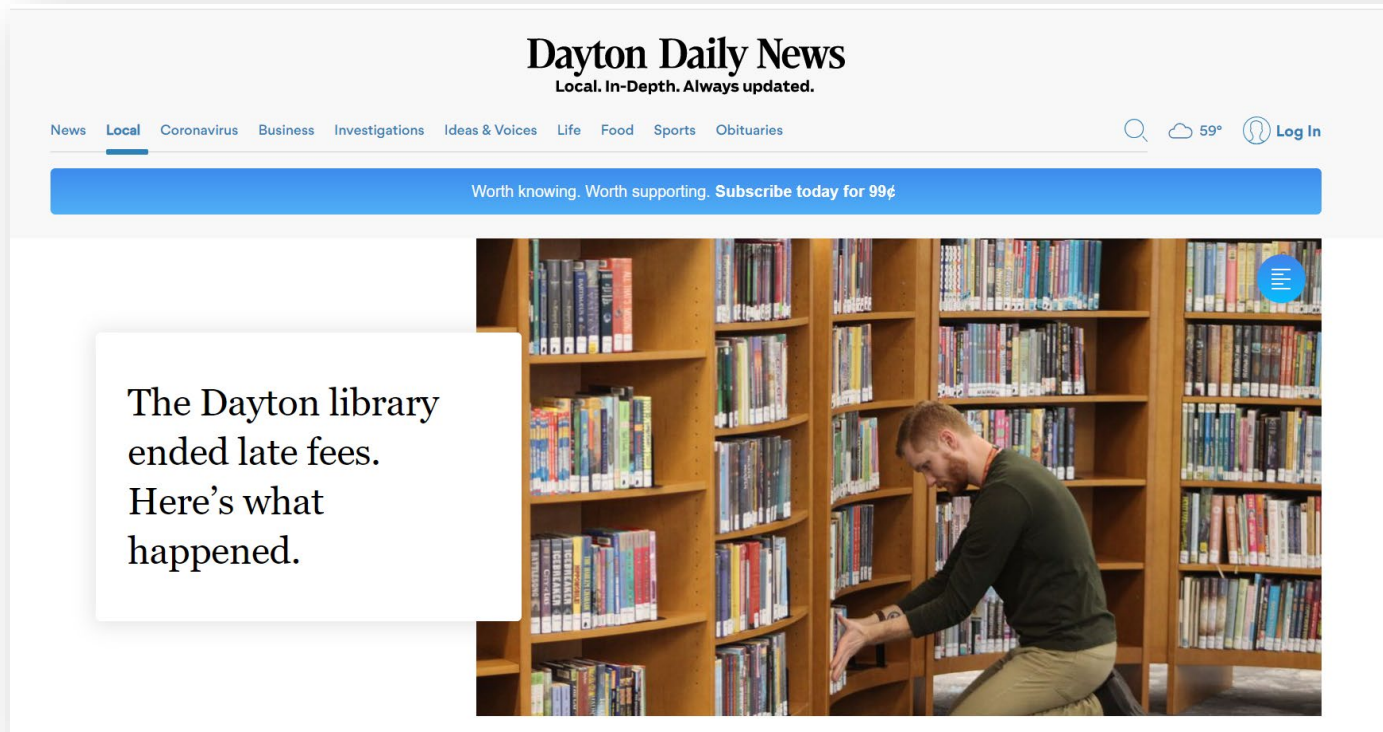


Growing Trend



Hundreds of Libraries Across the Country Are Now Fine Free

Results Can Be Surprising



“...surprisingly, fewer borrowed materials have become overdue, and borrowers actually have returned more overdue materials than they did in 2017”, officials said.

...(libraries) have little empirical evidence that charging fines results in greater circulation of library materials, or indeed the return of items in a timely manner.

- Study by the Colorado State Library

Requested Council Action

An Ordinance amending Ordinance No. 10739 as amended by Ordinance Nos. 15658, 15167, 15006, 12909, and 12141, and amending the Budget Resolution Fee Schedule to revise the Overdue Fines for Materials charged by the El Paso Public Library to \$0.00 and forgive any outstanding fine balance for overdue materials.

Questions



El Paso Public Library
www.elpasolibrary.org



MISSION



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

VISION



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



VALUES

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



Legislation Text

File #: 25-448, 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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043

Airport, Tony Nevarez, (915) 212-7301

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: 1.4 Grow the core business of air transportation environment.

Award Summary:

Discussion and action on the Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-487R Financial and Planning Services to Garver LLC and Ricondo & Associates, Inc. This change order will increase referenced contracts by \$625,000.00 for a total estimated amount not to exceed \$3,125,000.00. This change order will increase the capacity of the contract to cover services through its expiration on September 16, 2025.

Department: El Paso International Airport

Supplier 1: Garver LLC

City & State: El Paso, TX

Current Contract Estimated Amount: \$1,250,000.00

Change Order Amount: \$312,500.00

Total Estimated Amount not to Exceed: \$1,562,500.00

Supplier 2: Ricondo & Associates, Inc.

City & State: Chicago, IL

Current Contract Estimated Amount: \$1,250,000.00

Change Order Amount: \$312,500.00

Total Estimated Amount not to Exceed: \$1,562,500.00

Current Contracts Estimated Amount: \$ 2,500,000.00

Total Change Order Amount: \$625,000.00

Total Estimated Amount not to Exceed: \$3,125,000.00

Account(s): 562-3000-521160-62030-P6201

Funding Source(s): Airport Enterprise Funds

District(s): 3

This was a Request for Proposals Award - service contract.



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

DEPARTMENT: El Paso International Airport
Purchasing & Strategic Sourcing

AGENDA DATE: April 15, 2025

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Tony Nevarez Aviation Director
Claudia A. Garcia Director of
Purchasing & Strategic Sourcing

PHONE NUMBER: (915)212-7301
PHONE NUMBER: (915)212-0043

DISTRICT(S) AFFECTED: 3

STRATEGIC GOAL: No. 1. Cultivate an Environment Conductive to Strong Sustainable Economic Development

SUBGOAL: 1.4- Grow the core business of air transportation.

SUBJECT:
Discussion and action on the request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-487R Financial and Planning Services to Garver, LLC and Ricondo & Associates, Inc. This change order will increase referenced contract by \$625,000.00 for a total estimated amount not to exceed \$3,125,000.00.

BACKGROUND / DISCUSSION:
This Change Order will increase the capacity of the contract to cover services through its expiration on September 16, 2025.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

SELECTION SUMMARY:
NA

CONTRACT VARIANCE:
N/A

PROTEST
NA

PRIOR COUNCIL ACTION:
On March 17, 2020 City Council approved the award of contract 2020-487R to Garver LLC and Ricondo & Associates, Inc. for a three (3) year term and two (2) year-option to extend the contract for at total amount of \$2,500,000.00.

AMOUNT AND SOURCE OF FUNDING:
Amount: \$625,000.00
Funding Source: Airport Enterprise Funds
Account: 562-3000-521160-62030-P6201

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:



Tony Nevarez Aviation Director



Claudia A. Garcia Director of Purchasing & Strategic Sourcing

Project Form
(Change Order)

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of April 15, 2025.

Strategic Goal 1 - Create an Environment Conducive to Strong sustainable Economic Development

The linkage to the Strategic Plan is subsection: 1.4 Grow the core business of air transportation environment

Award Summary:

Discussion and action on the Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) to increase contract 2020-487R Financial and Planning Services to Garver LLC and Ricondo & Associates, Inc. This change order will increase referenced contracts by \$625,000.00 for a total estimated amount not to exceed \$3,125,000.00. This change order will increase the capacity of the contract to cover services through its expiration on September 16, 2025.

Department:	El Paso International Airport
Supplier 1:	Garver LLC
City & State:	El Paso, TX
Current Contract Estimated Amount:	\$1,250,000.00
Change Order Amount:	\$ 312,500.00
Total Estimated Amount not to Exceed:	\$1,562,500.00
Supplier 2:	Ricondo & Associates, Inc.
City & State:	Chicago, IL
Current Contract Estimated Amount:	\$1,250,000.00
Change Order Amount:	\$ 312,500.00
Total Estimated Amount not to Exceed:	\$1,562,500.00
Current Contracts Estimated Amount:	\$2,500,000.00
Total Change Order Amount:	\$ 625,000.00
Total Estimated Amount no to Exceed:	\$3,125,000.00
Account(s):	562-3000-521160-62030-P6201
Funding Source(s):	Airport Enterprise Funds.
District(s):	3

This was a Request for Proposals Award – service contract



Legislation Text

File #: 25-444, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
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.

The linkage to the Strategic Plan is subsection: 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

Discussion and action on the award of Solicitation 2025-0183 Tierra del Este Trail Improvements to LDCM Solutions, LLC for a total estimated amount of \$893,623.00. This project is for the construction of a new trail that will connect existing trails at Rainbow Vista Park and Holly Springs Linear Park.

Department: Capital Improvement

Award to: LDCM Solutions, LLC

City & State: El Paso, TX

Item(s): All

Contract Term: 210 Consecutive Calendar Days

Base Bid I: \$758,489.00

Additive Alternate: \$135,134.00

Total Estimated Award: \$893,623.00

Account(s): 190-4800-29010-580270-PCP13PRKE01L

Funding Source(s): 2012 Quality of Life Bond

District(s): 5

This was a Low Bid Procurement - lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvements Departments recommend award as indicated to LDCM Solutions, 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.

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.

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



DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: April 15, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON NAME: Gilbert Guerrero, Interim Director of Capital Improvement
Claudia A. Garcia, Director of Purchasing & Strategic Sourcing
PHONE NUMBER: (915)212-1803
PHONE NUMBER: (915)212-0043
DISTRICT(S) AFFECTED: 5
STRATEGIC GOAL: Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments
SUBGOAL: 4.1 Deliver bond projects impacting quality of life across the City in a timely, efficient manner

SUBJECT:

Discussion and action on the award of solicitation 2025-0183 Tierra del Este Trail Improvements to LDCM Solutions LLC, for a total estimated amount of \$893,623.00

BACKGROUND / DISCUSSION:

The work consists of a new 11-foot asphalt trail, approximately 1 mile in length, that will be located from Rich Beem Blvd. to John Hayes St., El Paso, Texas 79938. The improvements will include an 11-foot asphalt path with 6-inch concrete header curbs on each side, striping, signage, mile markers, pet waste receptacles, trash receptacles, collapsible bollards, ADA ramps, concrete sidewalk, pedestrian crossings, and loose rock rip rap. The new trail will provide continuity from an existing asphalt trail located at Rainbow Vista Park, 3001 Rich Beem, El Paso, Texas, 79938 and will connect to an existing asphalt trail located at Holly Springs Linear Park, 14541 Holly Springs, El Paso, Texas 79938.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on November 27, 2025. Two (2) suppliers were in attendance

SELECTION SUMMARY:

Solicitation was advertised on November 19, 2024 and November 26, 2024. The solicitation was posted on City website on November 19, 2024. There were a total fifty (50) viewers online; Eleven (11) bids were received; All being from local suppliers.

CONTRACT VARIANCE:

NA

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$893,623.00

Funding Source: 2012 Quality of Life Bond

Account: 190-4800-29010-580270-PCP13PRKE01L

2025-0183 Tierra del Este Trail Improvements

Revised 11/20/2024-V4 – Previous Versions Obsolete


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:



Gilbert Guerrero, Interim Director of Capital Improvement



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council of April 15, 2025.

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

The linkage to the Strategic Plan is subsection: 4.1 Deliver bond projects impacting quality of life across the city in a timely, efficient manner

Award Summary:

Discussion and action on the award of solicitation 2025-0183 Tierra del Este Trail Improvements to LDCM Solutions, LLC for a total estimated amount of \$893,623.00. This project is for the construction of a new trail that will connect existing trails at Rainbow Vista Park and Holly Springs Linear Park.

Department:	Capital Improvement
Award to:	LDCM Solutions, LLC
City & State:	El Paso, TX
Item(s):	All
Contract Term:	210 Consecutive Calendar Days
Base Bid I:	\$758,489.00
Additive Alternate:	\$135,134.00
Total Estimated Award:	\$893,623.00
Account(s):	190-4800-29010-580270-PCP13PRKE01L
Funding Source(s):	2012 Quality of Life Bond
District(s):	5

This was a Low Bid Procurement – lump sum contract

The Purchasing & Strategic Sourcing and Capital Improvements Departments recommend award as indicated to LDCM Solutions, 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.

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.

<p align="center">Bid Tab Summary</p> <p align="center">2025-0183 Tierra del Este Trail Improvements</p>				
	Bidder's Name	Base Bid I	Additive Alternate	Total
1	LDCM Solutions, LLC	\$758,489.00	\$135,134.00	\$893,623.00
2	AAA General Copntractors LLC	\$785,116.00	\$134,981.00	\$920,097.00
3	International Eagle Enterprises, Inc.	\$767,156.60	\$204,400.00	\$971,556.60
4	Access Communications Group LLC	\$823,463.00	\$189,993.00	\$1,013,456.00
5	EGL Construction, Inc.	\$862,440.87	\$175,299.09	\$1,037,739.96
6	Black Stallion Contractors, Inc.	\$818,041.87	\$295,860.35	\$1,113,902.22
7	Keystone GC, LLC	\$968,705.00	\$179,710.00	\$1,148,415.00
8	Del Mar Contracting, Inc.	\$967,957.00	\$185,000.00	\$1,152,957.00
9	Martinez Bros. Contractors, LLC	\$887,976.32	\$276,665.62	\$1,164,641.94
10	Allen Concrete, LLC	\$933,734.00	\$316,690.00	\$1,250,424.00
11	Horizone Construction 1, LTD	\$890,610.00	\$376,680.00	\$1,267,290.00



CITY OF EL PASO
PRICE TABULATION



BID TITLE: Tierra del Este Trail Improvements

BID NUMBER: 2025-0183

BID DATE: January 15, 2025

DEPARTMENT: Capital Improvement

	AAA Gneral Contractors, LLC El Paso, TX Bidder 1 of 11	Access Communications Group LLC El Paso, TX Bidder 2 of 11	Allen Concrete, LLC El Paso, TX Bidder 3 of 11
Sum Total Base Bid	\$785,116.00	\$823,463.00	\$933,734.00
Additive Alternate	\$134,981.00	\$189,993.00	\$316,690.00
AMENDMENTS ACKNOWLEDGED:	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="YES"/>
Bid Bond	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="YES"/>
	Black Stallion Contractors, Inc. El Paso, TX Bidder 4 of 11	Del Mar Contracting, Inc. El Paso, TX Bidder 5 of 11	EGL Construction, Inc. El Paso, TX Bidder 6 of 11
Sum Total Base Bid	\$818,041.87	\$967,957.00	\$862,440.87
Additive Alternate	\$295,860.35	\$185,000.00	\$175,299.09
AMENDMENTS ACKNOWLEDGED:	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="YES"/>
Bid Bond	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="YES"/>



CITY OF EL PASO
PRICE TABULATION



BID TITLE: Tierra del Este Trail Improvements

BID NUMBER: 2025-0183

BID DATE: January 15, 2025

DEPARTMENT: Capital Improvement

	Horizone Construction I, Ltd El Paso, TX Bidder 7 of 11	International Eagle Enterprises Inc. El Paso, TX Bidder 8 of 11	Keystone GC, LLC El Paso, TX. Bidder 9 of 11
Sum Total Base Bid	\$890,610.00	\$767,156.60	\$968,705.00
Additive Alternate	\$376,680.00	\$204,400.00	\$179,710.00

AMENDMENTS ACKNOWLEDGED:	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="YES"/>
Bid Bond	<input type="text" value="YES"/>	<input type="text" value="YES"/>	<input type="text" value="NO"/>

	LDCM Solutions, LLC El Paso, TX Bidder 10 of 11	Martinez Bros. Contractors, LLC El Paso, TX. Bidder 11 of 11	
Sum Total Base Bid	\$758,489.00	\$887,976.32	
Additive Alternate	\$135,134.00	\$276,665.62	

AMENDMENTS ACKNOWLEDGED:	<input type="text" value="YES"/>	<input type="text" value="YES"/>	
Bid Bond	<input type="text" value="YES"/>	<input type="text" value="YES"/>	

BIDS SOLICITED: 797 LOCAL BIDS SOLICITED: 424 BIDS RECEIVED: 11 LOCAL BIDS RECEIVED: 11 NO BID: 9

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

<u>2025-0183 Tierra del Este Trail Improvements View List</u>			
<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1.	Horizone Construction 1 LTD	El Paso	TX
2.	LDCM Solutions LLC	El Paso	TX
3.	International Eagle Enterprises	El Paso	TX
4.	EGL Construction, Inc	El Paso	TX
5.	Black Stallion Contractors, Inc.	El Paso	TX
6.	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
7.	AAA General Contractors, LLC	El Paso	TX
8.	Access Communications Group, LLC	El Paso	TX
9.	Martinez Bros. Contractors, LLC	El Paso	TX
10.	Del Mar Contracting, Inc.	El Paso	TX
11.	Allen Concrete, LLC	El Paso	TX
12.	2H LLC	Horizon City	TX
13.	4M land clearing & excavation	COMANCHE	TX
14.	Abescape Landscaping, LLC	El Paso	TX
15.	Amtek USA, Austin	Houston	TX
16.	Bain Construction (Bain Enterprises LLC dba Bain Construction)	Horizon City	TX
17.	Blink Marketing Inc	Cleveland	OH
18.	Brock & Bustillos Inc.	El Paso	TX
19.	Construction Reporter	Albuquerque	NM
20.	FOX CONSTRUCTOR LLC	El Paso	TX
21.	HPO Construction LLC	El Paso	TX
22.	JSH HANDYMAN LLC (JSH HANDYMAN)	El Paso	TX
23.	JSR Construction & Remodeling LLC	Santa Teresa	NM
24.	MasterPro Cleaning Service (MasterPro Cleaning LLC)	El Paso	TX
25.	MoboTrex, Inc.	Davenport	IA
26.	MTS CONTRACTOR INC.	El Paso	TX
27.	Octavias Group LLC (Paris O. Davidson)	El Paso	TX
28.	PMI Pavement Marking, LLC (Pavement Marking, LLC)	EL PASO	TX
29.	RBM Engineering, Inc.	El Paso	TX
30.	Redcor wrecking	El Paso	TX
31.	REYEZ Concrete (Gonzalo Reyez)	El Paso	TX
32.	Sandia Office Supply	Albuquerque	NM
33.	Surewin Strong Haulers, LLC	EL PASO	TX
34.	The PlanIt Room	El Paso	TX
35.	TIGUA CONSTRUCTION SERVICES (Tigua Enterprises, Inc.)	El Paso	TX
36.	TMI Coatings, Inc.	St. Paul	MN
37.	TriSum Saunas, LLC (TRISUM SAUNAS LLC)	El Paso	TX
38.	Walker Systems78 LLC	Horizon City	TX

<u>2025-0183 Tierra del Este Trail Improvements View List</u>			
<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
39.	ZTEX Construction, Inc.	El Paso	TX
40.	Paso-Tex Industries LLC	El Paso	TX
41.	Instant Imprints, South Houston (M. Wright Group, LLC)	Houston	TX
42.	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
43.	Zeraus Iluminacion	El Paso	TX
44.	Black Fire & Security Services, LLC	El Paso	TX
45.	Life Landscaping	el paso	TX
46.	FBC Commercial Roofing	Wylie	TX
47.	Filterbuy Incorporated	Talladega	AL
48.	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
49.	Hawk Construction	El Paso	TX
50.	Synergy Project Contractors, Inc.	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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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	Andrew De La Rosa
Business Name	LDCM Solutions, LLC
Agenda Item Type	Contract Award
Relevant Department	Capital Improvement

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



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OR



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

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

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

Signature: _____

Date: 12-31-24



Legislation Text

File #: 25-443, 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 that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for Solicitation 2025-0276 Autocar Proprietary Parts and Service to TE El Paso, LLC dba Vernon Gene's Megastore, the sole and authorized distributor, for a term of three (3) years for an estimated amount of \$1,140,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar proprietary parts and service.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$465,000.00 for the initial term, which represents a 68.89% increase due to price increases and additional contract capacity to maintain parts inventory.

Department: Streets & Maintenance

Award to: TE El Paso, LLC dba Vernon Gene's Megastore

City & State: El Paso, TX

Item(s): All

Initial Term: 3 Years

Option Term: N/A

Total Contract Time: 3 Years

Annual Estimated Award: \$380,000.00

Initial Term Estimated Award: \$1,140,000.00

Option Term Estimated Award: N/A

Total Estimated Award: \$1,140,000.00

Account(s): 532-3600-531250-37020-P3701 (Service)

532-3600-531210-37020-P3701 (Parts)

Funding Source(s): Internal Service 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 - (D) captive replacement parts or components for equipment.

The Purchasing & Strategic Sourcing and Streets & Maintenance Departments recommend award as indicated to TE El Paso, LLC dba Vernon Gene's Megastore 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.

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



DEPARTMENT: Streets and Maintenance Department
Purchasing & Strategic Sourcing

AGENDA DATE: April 15, 2025

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Randy Garcia, Interim Director of
Streets and Maintenance
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 that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0276 Autocar Proprietary Parts and Service to TE El Paso, LLC dba Vernon Gene's Megastore, the sole and authorized distributor, for a term of three (3) years for an estimated amount of \$1,140,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year.

BACKGROUND / DISCUSSION:

This contract will allow the purchase of Autocar proprietary parts and service for the Fleet Division. The Fleet Division utilizes this contract for Autocar parts and service to support the repairs of all City owned vehicles on Autocar chassis. The City currently has 119 Refuse vehicles on Autocar Chassis in inventory. This manufacturer supports the repairs of all refuse trucks in order to be compliant with the mandatory Refuse Truck Rollout each day. This rollout is in place to ensure there are trucks in service to pick up citizens' trash in a timely manner.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

SELECTION SUMMARY:

General Exemption Section 252.022 Part 7 (D), captive replacement parts or components for equipment. TE El Paso, LLC dba Vernon Gene's Megastore is the sole and authorized distributor of Autocar Parts and Service.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$465,000.00 for the initial term, which represents a 68.89% increase due to price increases and additional contract capacity to maintain parts inventory.

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

2025-0276 Autocar Proprietary Parts and Service

Revised 11/20/2024-V4 – Previous Versions Obsolete

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,140,000.00
Funding Source: 532 – 3600 – 531210 – 37020 – P3701 (Parts)
532 – 3600 – 531250 – 37020 – P3701 (Service)
Account: Internal Service Fund

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, Interim Director of Streets and Maintenance



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Non-Competitive

*****Posting Language Below*****

Please place the following item on the Regular Agenda for the City Council Meeting of April 15, 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 that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Order(s) for solicitation 2025-0276 Autocar Proprietary Parts and Service to TE El Paso, LLC dba Vernon Gene's Megastore, the sole and authorized distributor, for a term of three (3) years for an estimated amount of \$1,140,000.00. Supplier will be required to provide an updated sole source letter and affidavit each year. This contract will allow the purchase of Autocar proprietary parts and service.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$465,000.00 for the initial term, which represents a 68.89% increase due to price increases and additional contract capacity to maintain parts inventory.

Department:	Streets & Maintenance
Award to:	TE El Paso, LLC dba Vernon Gene's Megastore
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$380,000.00
Initial Term Estimated Award:	\$1,140,000.00
Option Term Estimated Award:	N/A
Total Estimated Award:	\$1,140,000.00
Account(s):	532-3600-531250-37020-P3701 (Service) 532-3600-531210-37020-P3701 (Parts)
Funding Source(s):	Internal Service 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 – (D) captive replacement parts or components for equipment;

The Purchasing & Strategic Sourcing and Streets & Maintenance Departments recommend award as indicated to TE El Paso, LLC dba Vernon Gene's Megastore 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.



PURCHASING & STRATEGIC SOURCING DEPARTMENT

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared _____ a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is DUSTIN SMITH. I am over the age of 18, have never been of a convicted crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: TE EL PASO, LLC DBA VERNON GENE'S MEGASTORE
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
AUTOCAR PARTS
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 25 day of March 2025



Maycee Aleene Wilson
NOTARY PUBLIC

Maycee Aleene Wilson

PRINTED NAME

9/25/28

MY COMMISSION EXPIRES

COMPANY NAME: TE EL PASO, LLC DBA VERNON GENE'S MEGASTORE

ADDRESS, CITY, STATE & ZIP CODE: 13675 GATEWAY W BLVD EL PASO TX 779928

PHONE: 915-858-4464

FAX NUMBER: _____

CONTACT NAME AND TITLE: GONZALO VALDEZ - PARTS SALES

WEB ADDRESS: WWW.DOGGETTFREIGHTLINER.COM

EMAIL: GONZALO.VALDEZ@DOGGETT.COM

FEDERAL TAX ID NUMBER: 84-2565460

TEXAS SALES TAX NUMBER: 32071440468



March 26, 2025

To: Whom it may concern,

The purpose of this letter is to assure those it may concern that TE El Paso, LLC dba Vernon Gene's Megastore is the exclusive and only provider of Autocar service parts in the El Paso marketplace.

If there are any questions concerning this statement regarding Autocar service parts availability in El Paso, please have those parties with questions contact me directly.

Respectfully,

Bill House

VP of Dealer Sales

Autocar LLC/ GVW Parts

PH: 630-414-6366

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

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Contributor / Donor Information:

Full Name GONZALO VALDEZ

Business Name Vernon Gene's Megastore

Agenda Item Type Contract Award

Relevant Department Streets and Maintenance

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



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OR



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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: GONZALO VALDEZ Date: 03-27-2025



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.

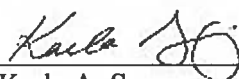
THE CITY OF EL PASO

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

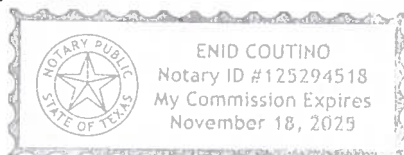
Title: Director of Operation

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

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

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Contributor / Donor Information:

Full Name	Debra Baird
Business Name	Dominion Ambulance, LLC
Agenda Item Type	Ordinance Franchise Extension
Relevant Department	Fire

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



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

OR



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

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

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

Signature: _____

Date: _____

03/18/2025



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:

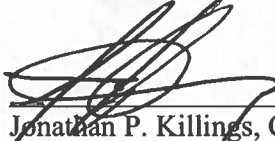
Laura D. Prine, City Clerk

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.

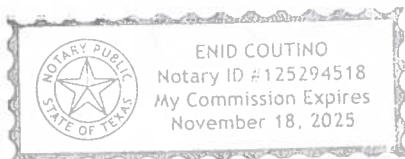
ELITE MEDICAL AIR TRANSPORT, LLC.
D/B/A EMERGENT AIR:

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

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	Mario Padilla
Business Name	Elite Medical Transport
Agenda Item Type	Franchise Ordinance
Relevant Department	Fire Department

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


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

OR

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

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

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

Signature:  Date: 3/18/25



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.

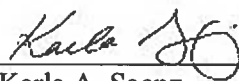
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

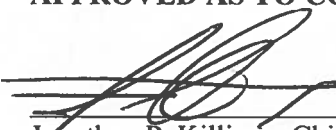
Laura D. Prine City Clerk

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

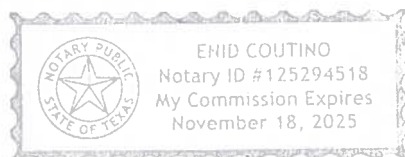
ELITE MEDICAL TRANSPORT OF TEXAS, LLC.:

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-

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	Mario Padilla
Business Name	Elite Medical Transport
Agenda Item Type	Franchise Ordinance
Relevant Department	Fire Department

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


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

OR

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

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

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

Signature:  Date: 3/18/25



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.

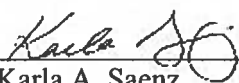
THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

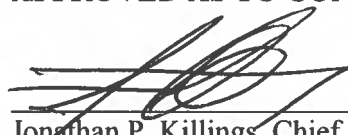
Laura D. Prine City Clerk

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

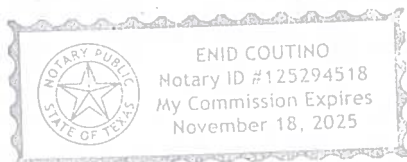
LIFE AMBULANCE SERVICE, INC.

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

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

Rachel Harracksing L

Business Name

Life Ambulance Service Inc

Agenda Item Type

Relevant Department

Fire Dept

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		500.00
District 1		
District 2		
District 3		
District 4		
District 5		
District 6	Art Fierro	1750.00
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: Rachel B. [Signature] Date: 3/24/2025

I tried to go back to look at banks and cards statements.
I hope I have not missed anything.



Legislation Text

File #: 25-228, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

AGENDA LANGUAGE:

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

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

**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: Philip Fiore

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

ORDINANCE NO. _____

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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of Tracts 2-b, 2-B-1, 2-B-5, Block 18, Ysleta Grant Surveys, 523 Giles, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference be changed from **R-3 (Residential)** to **C-1/c (Commercial/conditions)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential uses.*
3. *That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.*
4. *That a twenty-foot (20') minimum building setback be required along Heid Road.*
5. *That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.*
6. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
 - *Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
 - *Providing outdoor amplified sound.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(signatures in the following page)

ADOPTED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

DORADO ENGINEERING GROUP, INC

2717 E. Yandell Dr. El Paso, Texas 79903 (915) 562-0002, Fax (915) 562-7743

523 GILES ROAD

Metes and bounds description of Tracts 2-B, 2-B-1 and 2-B-5, Block 18, Ysleta Grant Surveys, located at the City of El Paso, County of El Paso Texas and being more particularly described as follows;

Beginning on an existing city monument located at the centerline intersection of Heid Avenue and Chula Vista Street; Thence North $89^{\circ}17'00''$ East along the centerline of Heid Avenue a distance of two hundred six and eight hundredths (206.08) feet to a corner; Thence leaving the centerline of Heid Avenue North $00^{\circ}43'00''$ West a distance of twenty five and fifty nine hundredths (25.59) feet to the Northerly Right-of-Way line of Heid Ave for a corner, said corner being the point of beginning;

Thence South $89^{\circ}17'00''$ West along the Northerly Right-of-Way line Heid Avenue, a distance of one hundred seventy three and seventy hundredths (173.70) feet to common Southerly corner of Tracts 2-C and 2-B, Block 18, Ysleta Grant Surveys.

Thence North $01^{\circ}07'00''$ East along the common line of Tract 2-C and Tract 2-B, Block 18, Ysleta Grant Surveys a distance of three hundred five and thirty two hundredths (305.32) feet to the common corner of Tract 2-B, Block 18, Ysleta Grant Surveys and Lot 1, Block 1, Carolina Estates Replat A;

Thence North $89^{\circ}17'00''$ East along the Northerly line of the parcel being described a distance of three hundred thirty and fifty six hundredths (330.56) feet to the Westerly Right-of-Way line of Giles Road for a corner;

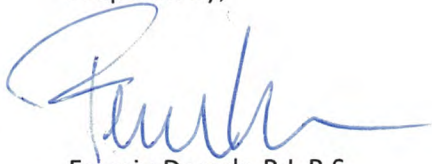
Thence South $02^{\circ}18'00''$ East along the Westerly Right-of-Way line of Giles Road, a distance of seventy nine and ninety three hundredths (79.93) feet for a corner on the Westerly Right-of-Way line of Giles Road;

Thence South 89°17'00" West along the northerly line of Lot 2, Block 1, Rosie's Place Subdivision a distance of one hundred sixty nine and twenty one hundredths (169.21) feet for a corner;

Thence South 00°43'00" East along the Westerly subdivision line of Rosie's Place Subdivision a distance of two hundred twenty five and twenty six hundredths (225.26) feet for a corner, said corner lying on the northerly Right-of-way line of Heid Avenue, said corner also being the point of beginning for this description.

Said parcel of land contains 64,860.84 square feet or 1.489 acres of land, more or less.

Prepared by,



Fermin Dorado R.L.P.S

June 18, 2024





LOCATION MAP
SC: 1" = 600'

LEGAL DESCRIPTION

TRACT 2B, 2B1 AND 2B5, BLOCK 18
YSLETA GRANT SURVEYS
CITY OF EL PASO, EL PASO COUNTY TEXAS
CONTAINING 1.53 ACRES

FLOOD ZONE

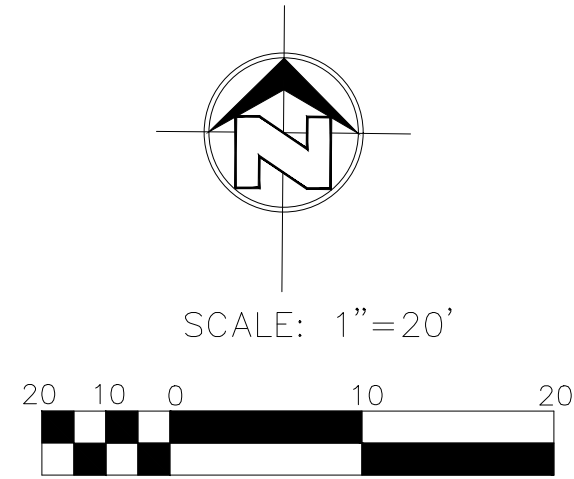
SITE IS LOCATED IN FLOOD ZONE "X"
DESIGNATED BY THE FLOOD INSURANCE RATE
MAP, COMMUNITY PANEL NO. 480214 0046C
DATED FEBRUARY 16, 2006

BENCHMARK

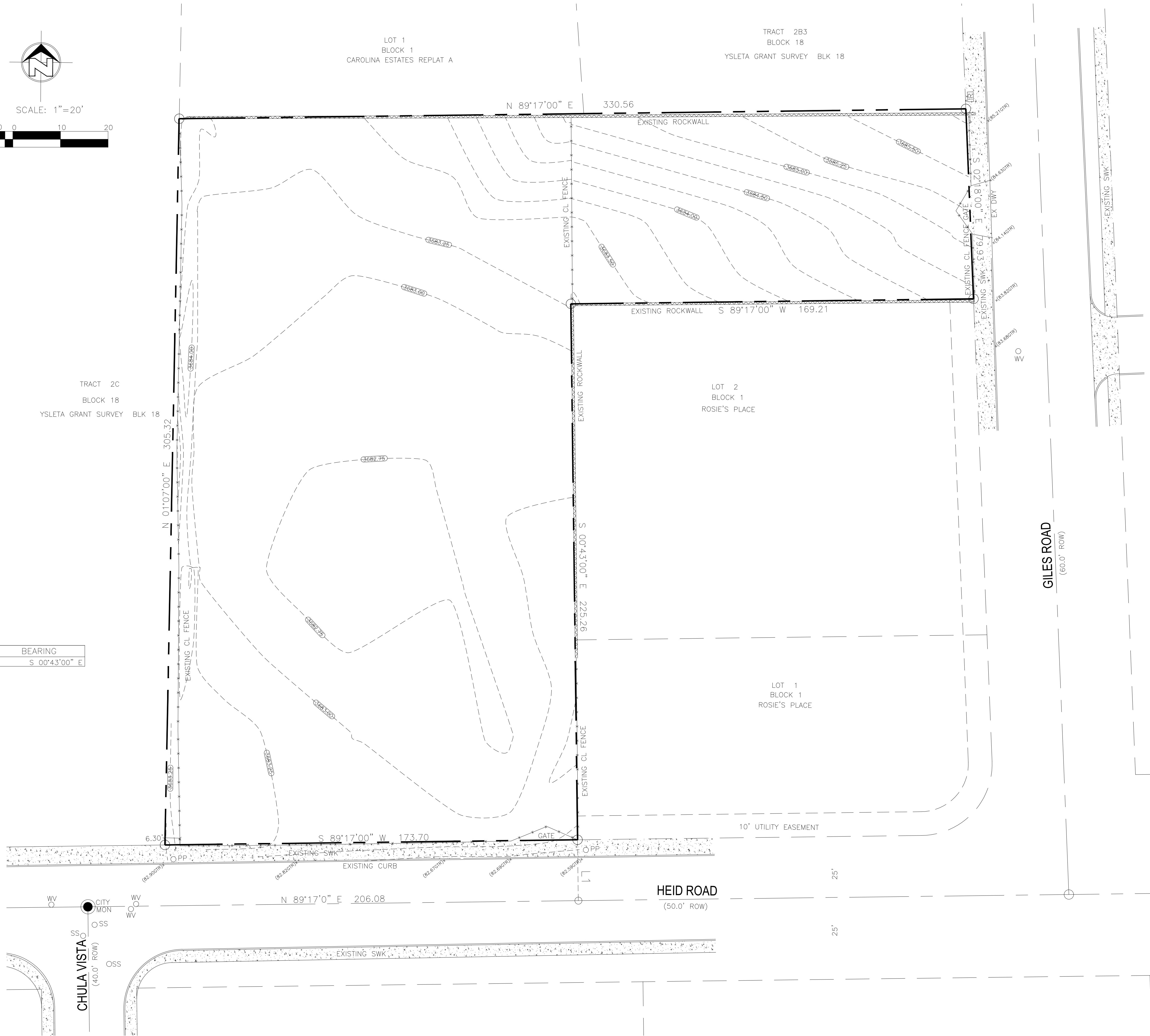
CITY MONUMENT AT THE CENTERLINE
INTERSECTION OF HEID ROAD AND CHULA
VISTA DRIVE — 3682.54 RTK DATUM



02/06/25
Fermin Dorado



LINE	LENGTH	BEARING
L1	25.59	S 00°43'00" E



ENGINEERS SEAL		ENGINEERS	—	BENCHMARKS	SCALE:
DORADO ENGINEERING, INC.		S:\drawings\rise v subdivision\plat.dwg			
TEXAS REGISTERED		DATE	REVISIONS	BY	DATE 06/07/21
ENGINEERING FIRM					DESIGN BY: FD
F-884					DRAWN BY: AD
					CHKD. BY: FD
					APPD. BY: FD

DORADO
ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
2717 E YANDELL EL PASO, TEXAS 79903 (915)562-0002

7929 HEID ROAD

SHEET TITLE
EXISTING SURVEY

SHEET
OF

523 Giles

City Plan Commission — November 7, 2024 **REVISED**

REZONING



CASE NUMBER:	PZRZ24-00011
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Daniel Resendez
REPRESENTATIVE:	Dorado Engineer, JNC
LOCATION:	523 Giles Rd. (District 3)
PROPERTY AREA:	1.49 acres
REQUEST:	Rezone from R-3 (Residential) to C-1 (Commercial)
RELATED APPLICATIONS:	None
PUBLIC INPUT:	One (1) phone call in support and one (1) phone call in opposition received as of October 31, 2024

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for the proposed use of an indoor athletic facility.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) for the future land use designation.

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential uses.
3. That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.
4. That a twenty-foot (20') minimum building setback be required along Heid Road.
5. That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.
6. That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:
 - a. Establishment deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption; and
 - b. Providing outdoor amplified sound.



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-3 (Residential) to C-1 (Commercial) to allow for the proposed use of an indoor sports facility. The size of the property is approximately 1.49 acres in size and is currently vacant. The conceptual site plan shows the proposed indoor athletic facility with access to the property provided from Giles Road and Heid Road.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed indoor sports facility and the C-1 (Commercial) district are compatible with adjacent C-1 (Commercial) and C-2/sp (Commercials/special permit) districts to the north consisting of a restaurant, funeral home, and an auto repair shop, A-O (Apartment/Office) and R-5/sc (Residential/special contract) consisting of single-family dwellings, a medical office and townhomes to the east, R-3 (Residential) consisting of single-family dwellings to the south, and R-F (Ranch and Farm) and R-3 (Residential) consisting of single-family homes to the west. Given the increased intensity of the proposed use and proximity to residential, conditions are recommended to safeguard adjacent properties. The nearest school is North Loop Elementary school, which is 0.51 miles away, and the nearest park is Officer David Ortiz Park, which is 0.35 miles away from the subject property.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-3, Post-War: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property and the proposed development meet the intent of the G-3, Post-War, Future Land Use designation of <i>Plan El Paso</i>. The proposed rezoning is compatible with the future land use designation.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial) District: The purpose of the district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes. The proposed C-1 (Commercial) zoning district will provide for the integration of commercial uses with adjacent C-1 (Commercial), C-2 (Commercial), A-O (Apartment/Office) and R-3 (Residential) zoning districts in the surrounding area.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property has access to Giles Road and Heid Road which are designated as collectors in the City's Major Thoroughfare Plan. The classification of these roads is appropriate for the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>Historic District or Special Designations & Study Area Plans: Any historic district or other special designations</p>	<p>None. The subject property is not located within any historic districts or any other special designation areas.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield/environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access to Giles Road and Heid Avenue which are designated as collectors under the City’s Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for the proposed development. Existing infrastructure and services are adequate to serve the proposed development. There are currently sidewalks present abutting the subject property on Giles Road and Heid Avenue. There are least two (2) bus stops within walkable distance (0.09 miles) of the subject property. The closest bus stop is located along Carolina Dr. which is 0.06 miles away from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within three (3) neighborhood associations including the Mission Valley Civic Association, Corridor 20 Civic Association, and the Ralph T. Cloud Neighborhood Association that were notified of the rezoning by the applicant. Public notices were mailed to property owners on October 24, 2024. As of October 31, 2024, the Planning Division has received one (1) phone call in support and one (1) phone call in opposition to the request from the public. Opposition was concerned that the proposed development will not fit into the current neighborhood’s character.

RELATED APPLICATIONS: None.

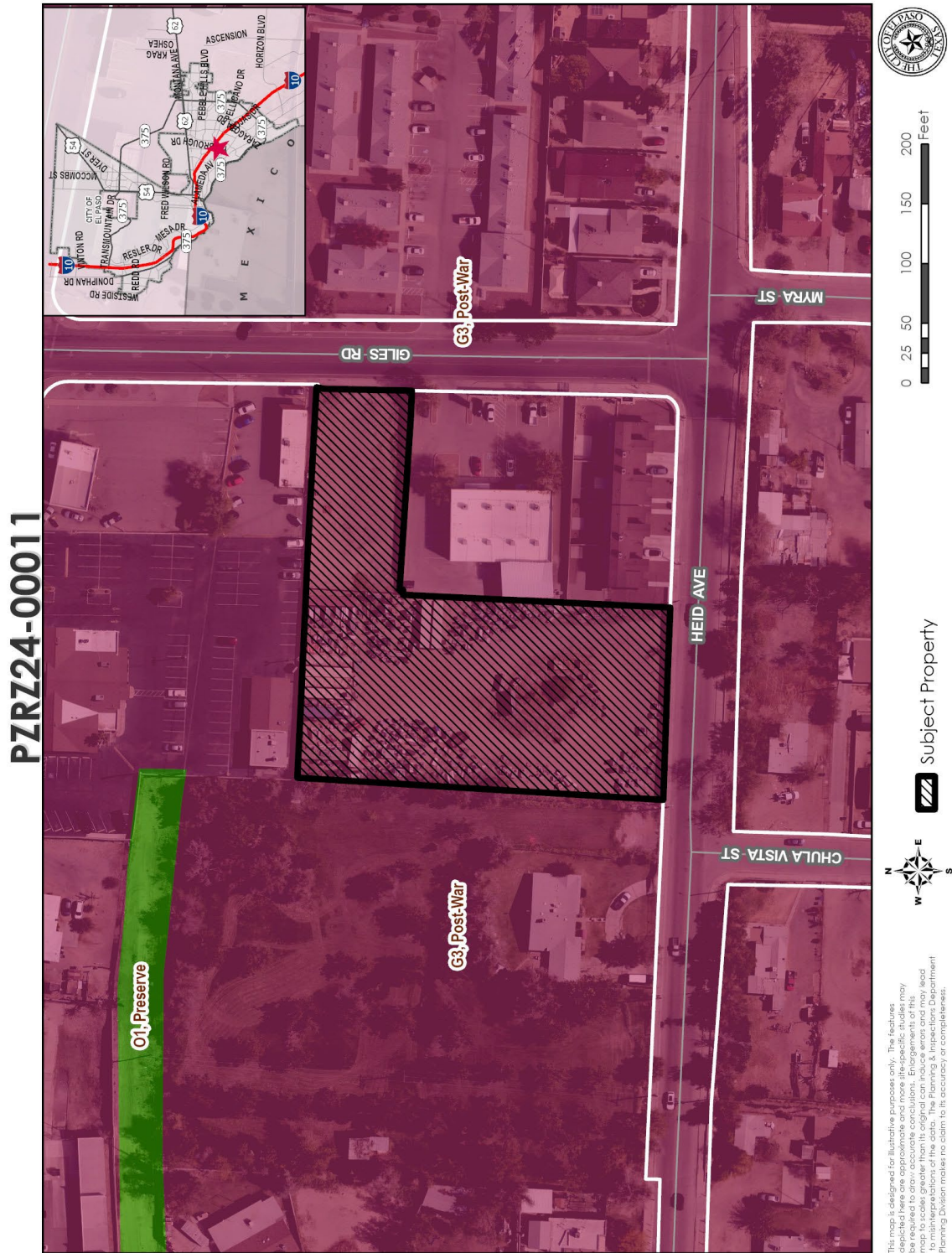
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

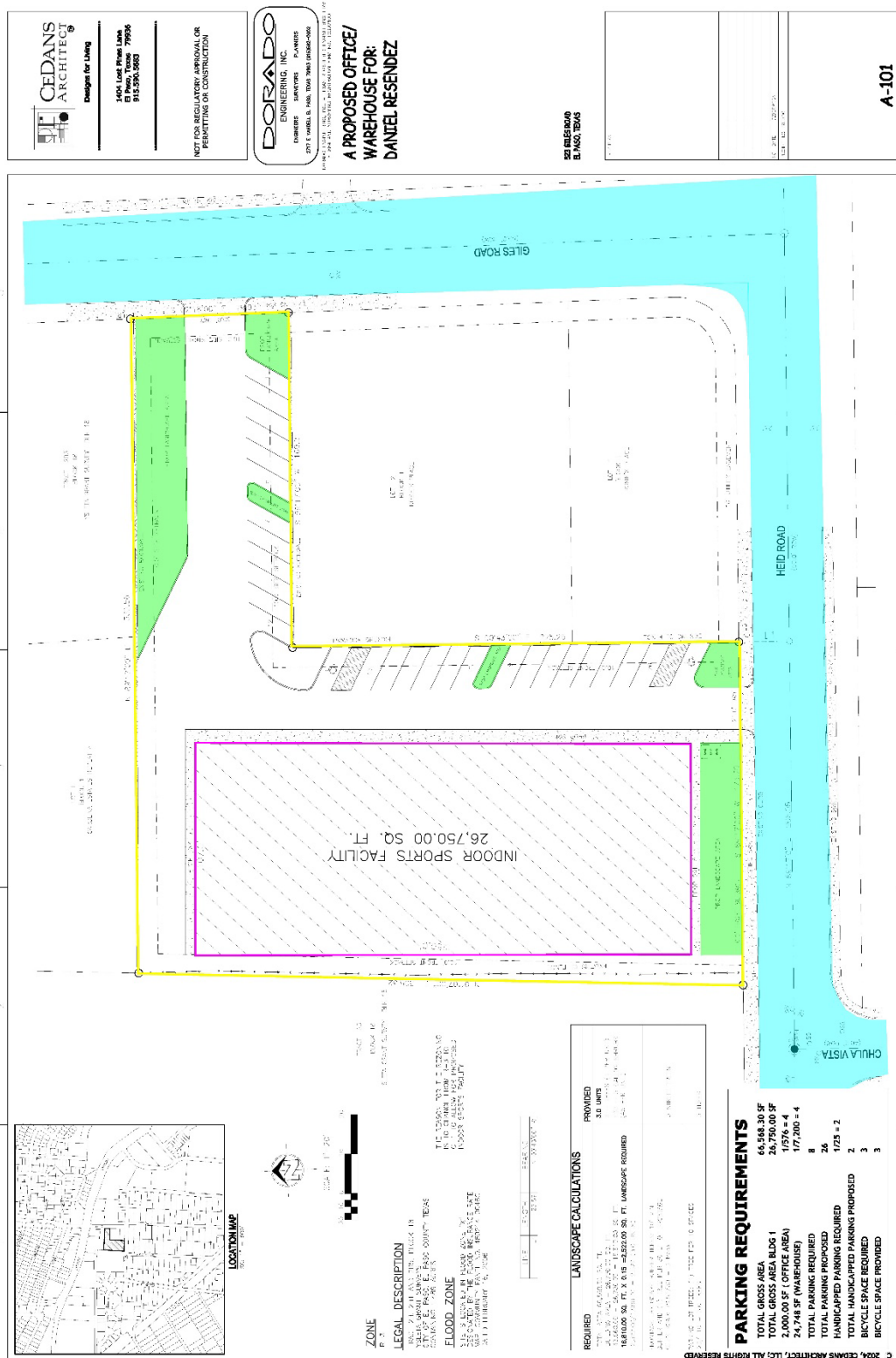
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1





ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is compatible with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the city's adopted Comprehensive Plan, and the G-3, Post-War future land use designation. The conditions are as follows:

1. That a ten-foot (10') landscaped buffer with high-profile native or naturalized canopy trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That an eight-foot (8') high masonry wall be required to be placed along the property lines abutting residential zone districts or uses.
3. That no more than one (1) driveway, not to exceed twenty-five feet (25') in width, shall be permitted along Heid Road.
4. That a twenty-foot (20') minimum building setback be required along Heid Road.
5. That a detailed site development plan shall be reviewed and approved per El Paso City Code prior to the issuance of certificates of occupancy or certificates of completion.
6. That a one-hundred feet (100') separation be required between the use of nightclub, bar, and cocktail lounge and any residential uses or zoning districts.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning and condition release.

At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision.
2. Lot is within Flood zone AE and structures must be elevated or flood proofed one foot above the Base Flood Elevation.
3. Verify if 21' wide driveway along Heid Road is one-way and include one-way signage and striping. Typical commercial driveways are between 25'-35' side. Update flood zone note.

Note: Comments will be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments submitted.

Environment Services

No comments submitted.

Streets and Maintenance Department

Streets and Maintenance traffic engineering has the following comments:

1. No TIA is required
2. Driveway at Heid Road must be a one way; exiting the property. If two-way driveway is considered then width must be change to minimum of 25 ft to 35 ft.

Note: Comments will be addressed at the permitting stage.

Sun Metro

No comments submitted.

El Paso Water

1. There is an existing 12-inch diameter water main that extends along the west side of Giles Rd. This water main is available for service.
2. Previous water pressure tests from fire hydrant # 1082 located at the northwest corner of the intersection of Heid Ave and Giles Rd. have yielded a static pressure of 110 (psi) pounds per square inch, a residual pressure of 106 (psi) pounds per square inch, and a discharge of 919 (gpm) gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWU-PSB Comments

EPWater-PSB does not object to this request.

Sanitary Sewer

1. There is an existing 12-inch diameter sewer main that extends along the west side Giles Rd. This sewer main is available for service.

General

EPWater-PSB requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. This development may be required to provide onsite retention of their runoff.

Note: Comments will be addressed at the permitting stage.

El Paso County 911 District

The 911 District has no comments or concerns regarding this zoning.

Texas Department of Transportation

No comments submitted.

El Paso County Water Improvement District #1

No comments submitted.

Texas Gas Service

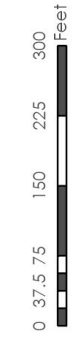
Texas gas service has no comments.

El Paso Electric

We have no comments for 523 Giles.

ATTACHMENT 4

PZRZ24-00011



Subject Property
300 Feet Notice Area
Notified Properties



This map is designed for illustrative purposes only. The features depicted here are approximate and more detailed studies may be required to draw accurate conclusions. Engagement of this map to scales greater than its original can induce errors and may lead to misinterpretation of the information. The City of El Paso Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name

Daniel Resendez

Business Name

n/a

Agenda Item Type

Relevant Department

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

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

OR

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

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

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

Signature: Daniel Resard Date: 6-26-24



Legislation Text

File #: 25-346, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, Saul J. G. Pina, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of 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

**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: Philip Fiore

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

ORDINANCE NO. _____

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.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of 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, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-F (Ranch and Farm) to R-5 (Residential), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

That prior to issuance of certificates of occupancy, a 100-foot landscape buffer be provided between US-54 and any residential zone district.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this ____ day of _____, 2025.

ATTEST:

THE CITY OF EL PASO

Laura D. Prine, City Clerk

Renard U. Johnson, Mayor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Russell T. Abeln
Senior Assistant City Attorney

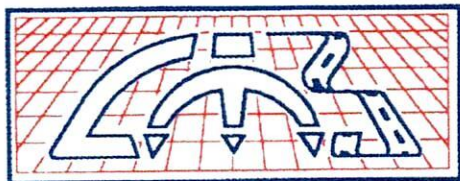


Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

HQ25-4517|Trans#604586|P&I
Rezoning Ordinance Partial Lot No Conditions
RTA

PZRZ24-00030



Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

A 100.942 ACRE PARCEL, BEING 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, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at an existing 5/8-inch rebar, lying at the most northerly corner of Tract 1D1 and lying in the southwesterly boundary line of El Paso Electric Company parcel, as described in Volume 1314, Page 1466, Official Records of El Paso County, Texas and lying in the southeasterly right-of-way line of U.S. Highway 54 (Patriot Freeway – 400 feet wide), for a corner of this parcel description;

THENCE, South 58°29'16" East (South 61°34'53" East), departing said southeasterly right-of-way line, with said southwesterly boundary line of El Paso Electric Company parcel, a distance of 934.60 feet to an existing 5/8-inch rebar with cap stamped "5372" lying in the northwesterly right-of-way line of Dyer Street (80 feet wide), for a corner of this parcel;

THENCE, South 31°30'54" West (South 28°25'16" West), with said northwesterly right-of-way line, a distance of 3015.35 feet to an existing 5/8-inch rebar lying at the southeasterly corner of said Tract 5A and also lying at the northeasterly corner of Tract 4 of said Section 2, for a corner of this parcel;

THENCE, North 86°56'10" West (South 89°58'12" West), departing said northwesterly right-of-way line, with the common boundary line of said Tracts 4 and 5A, a distance of 339.71 feet to an existing concrete monument for the southeasterly corner of Tract 3 of said Section 2, for a corner of this parcel;

THENCE, North 02°08'58" East, (North 00°56'40" West), with the easterly boundary line of said Tract 3, a distance of 400.00 feet to an existing concrete monument at the northeasterly corner of said Tract 3, for a corner of this parcel;

THENCE, North 86°56'10" West (South 89°58'14" West), with the northerly boundary line of said Tract 3, a distance of 400.00 feet to an existing concrete monument at the northwesterly corner of said Tract 3, for a corner of this parcel;

THENCE, South 02°08'58" West (South 00°56'40" West), with the westerly boundary line of said Tract 3, a distance of 380.36 feet to an existing 5/8-inch rebar with cap stamped "5372", for a corner of this parcel;

THENCE, North 86°56'10" West, a distance of 358.64 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 51°39'00" West, a distance of 124.71 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, a distance of 110.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 51°39'00" West, a distance of 19.29 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, a distance of 52.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 51°39'00" West, a distance of 39.67 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 86°56'10" West, a distance of 577.48 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 51°39'00" West, a distance of 236.94 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, at 379.96 feet pass a corner of a 165.4002 acre parcel described in Document No. 20210126091, Official Records of El Paso County, Texas and continuing with the southwesterly boundary line of said 165.4002 acre parcel, for a total distance of 629.96 feet to an existing 5/8-inch rebar with cap stamped "5372" lying in said southeasterly right-of-way line of U.S. Highway 54 (Patriot Freeway) for a corner of this parcel;

THENCE, North 51°39'00" East, with said southeasterly right-of-way line, a distance of 54.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 38°21'00" East, departing said southeasterly right-of-way line, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 51°39'00" East, a distance of 1728.40 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set in said southeasterly right-of-way line, for a corner of this parcel;

THENCE, North 51°39'00" East, with said southeasterly right-of-way line, a distance of 82.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 38°21'00" East, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

100.942 Acres

Page 3 of 3

THENCE, North 51°39'00" East, a distance of 1728.40 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set in said southeasterly right-of-way line, for a corner of this parcel;

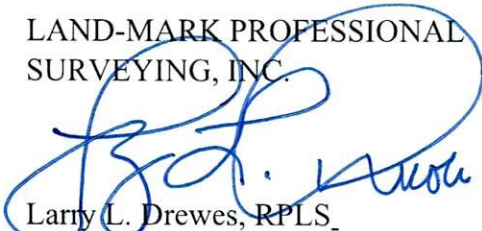
THENCE, North 51°39'00" East, with said southeasterly right-of-way line, a distance of 581.14 feet to the **POINT OF BEGINNING**;

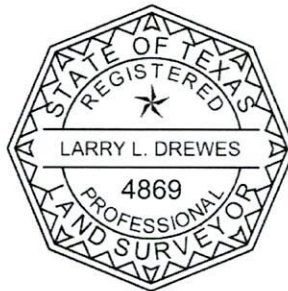
Said parcel contains 100.942 Acres (4,397,030 Square feet) more or less.

Notes:

- 1.) Bearings shown hereon are based on Grid North of the Texas State Plane Coordinate System-Texas Central 4203.
- 2.) This parcel is out of a 165.4002 acre parcel of land described in Document No. 20210126091, Official Records of El Paso County, Texas.
- 3.) Bearings in parenthesis are record information.

LAND-MARK PROFESSIONAL
SURVEYING, INC.


Larry L. Drewes, RPLS.
Texas License No. 4869
Job Number 33656
September 18, 2024

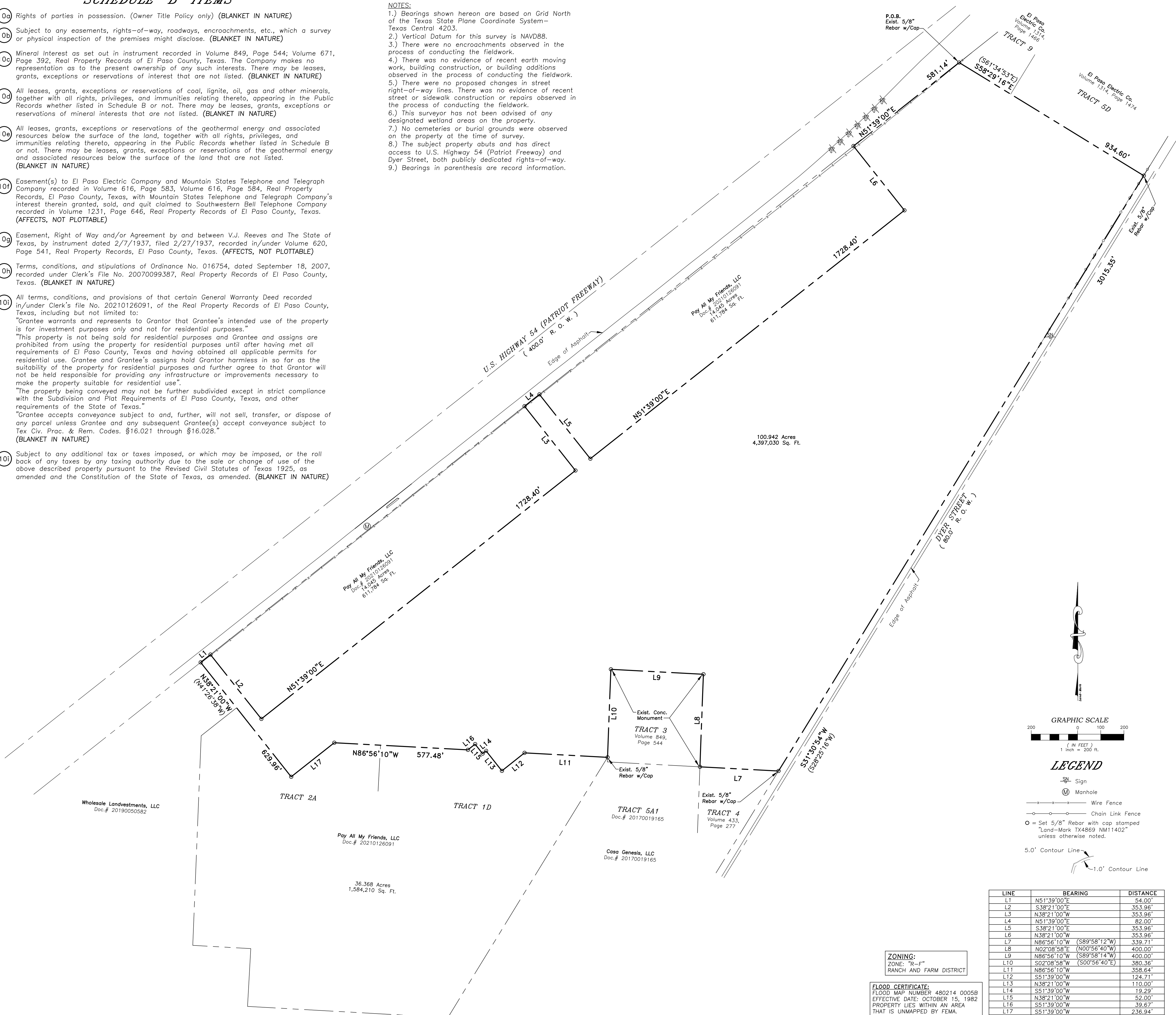


SCHEDULE 'B' ITEMS

- (10a) Rights of parties in possession. (Owner Title Policy only) (BLANKET IN NATURE)
- (10b) Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose. (BLANKET IN NATURE)
- (10c) Mineral Interest as set out in instrument recorded in Volume 849, Page 544; Volume 671, Page 392, Real Property Records of El Paso County, Texas. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interest that are not listed. (BLANKET IN NATURE)
- (10d) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed. (BLANKET IN NATURE)
- (10e) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed. (BLANKET IN NATURE)
- (10f) Easement(s) to El Paso Electric Company and Mountain States Telephone and Telegraph Company recorded in Volume 616, Page 583, Volume 616, Page 584, Real Property Records, El Paso County, Texas, with Mountain States Telephone and Telegraph Company's interest therein granted, sold, and quit claimed to Southwestern Bell Telephone Company recorded in Volume 1231, Page 646, Real Property Records of El Paso County, Texas. (AFFECTS, NOT PLOTTABLE)
- (10g) Easement, Right of Way and/or Agreement by and between V.J. Reeves and The State of Texas, by instrument dated 2/7/1937, filed 2/27/1937, recorded in/under Volume 620, Page 541, Real Property Records, El Paso County, Texas. (AFFECTS, NOT PLOTTABLE)
- (10h) Terms, conditions, and stipulations of Ordinance No. 016754, dated September 18, 2007, recorded under Clerk's File No. 20070099387, Real Property Records of El Paso County, Texas. (BLANKET IN NATURE)
- (10i) All terms, conditions, and provisions of that certain General Warranty Deed recorded in/under Clerk's file No. 20210126091, of the Real Property Records of El Paso County, Texas, including but not limited to:
"Grantee warrants and represents to Grantor that Grantee's intended use of the property is for investment purposes only and not for residential purposes."
"This property is not being sold for residential purposes and Grantee and assigns are prohibited from using the property for residential purposes until after having met all requirements of El Paso County, Texas and having obtained all applicable permits for residential use. Grantee and Grantee's assigns hold Grantor harmless in so far as the suitability of the property for residential purposes and further agree to that Grantor will not be held responsible for providing any infrastructure or improvements necessary to make the property suitable for residential use."
"The property being conveyed may not be further subdivided except in strict compliance with the Subdivision and Plat Requirements of El Paso County, Texas, and other requirements of the State of Texas."
"Grantee accepts conveyance subject to and, further, will not sell, transfer, or dispose of any parcel unless Grantee and any subsequent Grantee(s) accept conveyance subject to Tex. Civ. Prac. & Rem. Codes. §16.021 through §16.028."
(BLANKET IN NATURE)
- (10j) Subject to any additional tax or taxes imposed, or which may be imposed, or the roll back of any taxes by any taxing authority due to the sale or change of use of the above described property pursuant to the Revised Civil Statutes of Texas 1925, as amended and the Constitution of the State of Texas, as amended. (BLANKET IN NATURE)

NOTES:

- 1.) Bearings shown hereon are based on Grid North of the Texas State Plane Coordinate System—Texas Central 4203.
- 2.) Vertical Datum for this survey is NAVD88.
- 3.) There were no encroachments observed in the process of conducting the fieldwork.
- 4.) There was no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- 5.) There were no proposed changes in street right-of-way lines. There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- 6.) This surveyor has not been advised of any designated wetland areas on the property.
- 7.) No cemeteries or burial grounds were observed on the property at the time of survey.
- 8.) The subject property abuts and has direct access to U.S. Highway 54 (Patriot Freeway) and Dyer Street, both publicly dedicated rights-of-way.
- 9.) Bearings in parenthesis are record information.



LEGAL DESCRIPTION

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, in the City of El Paso, El Paso County, Texas.

METES & BOUNDS DESCRIPTION

BEGINNING, at an existing 5/8-inch rebar, lying at the most northerly corner of Tract 1D1 and lying in the southwesterly boundary line of El Paso Electric Company parcel, as described in Volume 1314, Page 1466, Official Records of El Paso County, Texas and lying in the southeasterly right-of-way line of U.S. Highway 54 (Patriot Freeway — 400 feet wide), for a corner of this parcel description;

THENCE, South 58°29'16" East (South 61°34'53" East), departing said southeasterly right-of-way line, with said southwesterly boundary line of El Paso Electric Company parcel, a distance of 934.60 feet to an existing 5/8-inch rebar with cap stamped "5372" lying in the northwesterly right-of-way line of Dyer Street (80 feet wide), for a corner of this parcel;

THENCE, South 31°30'54" West (South 28°25'16" West), with said northwesterly right-of-way line, a distance of 3015.35 feet to an existing 5/8-inch rebar lying at the southeasterly corner of said Tract 5A and also lying at the northeasterly corner of Tract 4 of said Section 2, for a corner of this parcel;

THENCE, North 86°56'10" West (South 89°58'12" West), departing said northwesterly right-of-way line, with the common boundary line of said Tracts 4 and 5A, a distance of 339.71 feet to an existing concrete monument for the southeasterly corner of Tract 3 of said Section 2, for a corner of this parcel;

THENCE, North 02°08'58" East, (North 00°56'40" West), with the easterly boundary line of said Tract 3, a distance of 400.00 feet to an existing concrete monument at the northeasterly corner of said Tract 3, for a corner of this parcel;

THENCE, North 86°56'10" West (South 89°58'14" West), with the northerly boundary line of said Tract 3, a distance of 400.00 feet to an existing concrete monument at the northwesterly corner of said Tract 3, for a corner of this parcel;

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THENCE, North 86°56'10" West, a distance of 358.64 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, South 51°39'00" West, a distance of 124.71 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

THENCE, North 38°21'00" West, a distance of 110.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

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THENCE, North 38°21'00" West, at 379.96 feet pass a corner of a 165.4002 acre parcel described in Document No. 20210126091, Official Records of El Paso County, Texas and continuing with the southwesterly boundary line of said 165.4002 acre parcel, for a total distance of 629.96 feet to an existing 5/8-inch rebar with cap stamped "5372" lying in said southeasterly right-of-way line of U.S. Highway 54 (Patriot Freeway) for a corner of this parcel;

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THENCE, South 38°21'00" East, departing said southeasterly right-of-way line, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

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THENCE, North 51°39'00" East, with said southeasterly right-of-way line, a distance of 82.00 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set for a corner of this parcel;

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THENCE, North 38°21'00" West, a distance of 353.96 feet to a 5/8-inch rebar with cap stamped "Land-Mark TX4869 NM11402", set in said southeasterly right-of-way line, for a corner of this parcel;

THENCE, North 51°39'00" East, with said southeasterly right-of-way line, a distance of 581.14 feet to the POINT OF BEGINNING;

Said parcel contains 100.942 Acres (4,397,030 Square feet) more or less.

Notes:

- 1.) Bearings shown hereon are based on Grid North of the Texas State Plane Coordinate System— Texas Central 4203.
- 2.) This parcel is out of a 165.4002 acre parcel of land described in Document No. 20210126091, Official Records of El Paso County, Texas.
- 3.) Bearings in parenthesis are record information.

ALTA/NSPS LAND TITLE SURVEY

Based upon Title Commitment No. 2354268 of Stewart Title Guaranty Company bearing an effective date of June 2, 2024

Surveyor's Certification

The undersigned, being a registered surveyor of the State of Texas certifies to (i) JNC Development, Inc., a Texas Corporation, (ii) Pay All My Friends, LLC, and (iii) Stewart Title Guaranty Company.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 13, 7(a), 7(b)(1), 7(c), 8, 9, 10 [if applicable], 13, 14, 16, 17, 18 and 19, and 20 [if applicable] of Table A thereof.



Larry L. Drewes
Registered Professional Land Surveyor No. 4869
State of Texas
Date of Survey: July 2, 2024
Revised Date: September 18, 2024
Job No. 24-13-33656



LINE	BEARING	DISTANCE
L1	N51°39'00"E	54.00'
L2	S38°21'00"E	353.96'
L3	N38°21'00"W	353.96'
L4	N51°39'00"E	82.00'
L5	S38°21'00"E	353.96'
L6	N38°21'00"W	353.96'
L7	N86°56'10"W (S89°58'12"W)	339.71'
L8	N02°08'58"E (N00°56'40"W)	400.00'
L9	N86°56'10"W (S89°58'14"W)	400.00'
L10	S02°08'58"W (S00°56'40"E)	380.36'
L11	N86°56'10"W	358.64'
L12	S51°39'00"W	124.71'
L13	N38°21'00"W	110.00'
L14	S51°39'00"W	19.29'
L15	N38°21'00"W	52.00'
L16	S51°39'00"W	39.67'
L17	S51°39'00"W	236.94'

ZONING:
ZONE: "R-F"
RANGE AND FARM DISTRICT

FLOOD CERTIFICATE:
FLOOD MAP NUMBER 480214 00058
EFFECTIVE DATE: OCTOBER 15, 1982
PROPERTY LIES WITHIN AN AREA
THAT IS UNMAPPED BY FEMA.

Dyer Land Plan

City Plan Commission — February 13, 2025



CASE NUMBER: PZRZ24-00030 (REVISED)
CASE MANAGER: Saul J. G. Pina, (915) 212-1604, PinaSJ@elpasotexas.gov
PROPERTY OWNER: Pay All My Friends, LLC
REPRESENTATIVE: TRE & Associates, LLC
LOCATION: North of Stan Roberts Sr. Ave. and East of US-54 Patriot Freeway (District 4)
PROPERTY AREA: 100.94 acres
REQUEST: Rezone from R-F (Ranch and Farm) to R-5 (Residential)
PUBLIC INPUT: None received as of February 13, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-5 (Residential) to allow for a residential development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the O-5, Remote future land use designation. The condition is the following:

- That prior to issuance of certificates of occupancy, a 100-foot landscape buffer be provided between US-54 and any residential zone district.

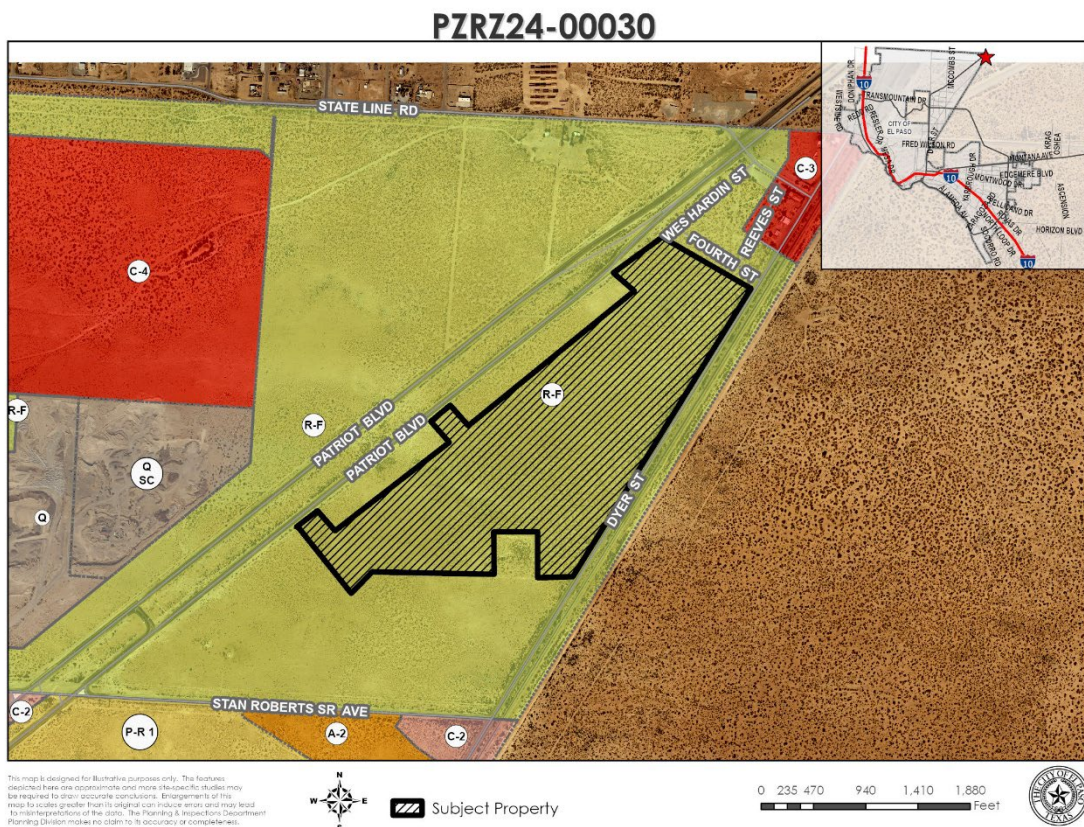


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to R-5 (Residential) to allow for a proposed residential development consisting of single-family dwellings and duplexes. The property is approximately 100 acres in size. The conceptual site plan shows a total of 565 residential dwellings along with two (2) parks, two (2) ponding sites, and walking trails. Main access to the proposed development is from both US-54 – Patriot Freeway and Dyer Street. The conceptual plan is not under review for zoning requirements as per Title 20 of the El Paso City Code and is not binding.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The location of the proposed rezoning is in character with future development in the area. This area is in transition from Ranch and Farm to a mix of housing, commercial, and industrial development. Properties to the north are vacant and are zoned R-F (Ranch and Farm) and C-3 (Commercial); properties to the south are vacant and are zoned R-F (Ranch and Farm), PR-I (Planned Residential), A-2 (Apartment), and C-2 (Commercial); properties to the east across Dyer Street are vacant and are located on Fort Bliss, and properties to the west across US-54 are zoned Q/sc (Quarry/special contract) and R-F (Ranch and Farm). The nearest school, Collin Powell Elementary School, is 6.40 miles and the nearest park, Future land Park, is 4.1 miles in proximity to the proposed development.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>O-5 – Remote: Remote land in the desert and mountains. Except where vested rights are in place, City regulations and policy decisions should not encourage urban development during this planning period, which extends until 2030. It is not known at this time whether O-5 land will be needed for development further in the future.</p>	<p>Yes, due to the future planned development in the area and zoning districts such as R-F (Ranch and Farm), transitioning to a mix of residential and commercial development, the proposed zone change is compatible with the Future Land Use Designation. As the area transitions from agricultural to urban uses, support for residential, commercial, and mixed-use development will be needed.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>R-5 (Residential) District: The purpose of this district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p>	<p>Yes, the proposed zoning is compatible as it will integrate with the surrounding area to be developed which includes PR-I (Planned Residential I), A-2 (Apartment), C-1, C-2, & C-3 (Commercial) zoned areas. Additionally, the zoning change will allow development of the vacant property and future complimentary uses.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.</p>	<p>Yes. The subject property is located along US-54 and Dyer Street, which are designated as a freeway and major arterial in the City's Major Thoroughfare Plan. The proposed zoning will integrate with future compatible rezoning of existing vacant R-F (Ranch-Farm) land.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	

Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	No. The subject property is not located in a special designation or study area plan.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	None. There are no anticipated adverse impacts.
Natural Environment: Anticipated effects on the natural environment.	None. The subject property does not involve green field or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	Yes, the area is transitioning and experiencing growth, with new residential, commercial, and light industrial developments being developed in the surrounding area.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	Yes, vacant land zoned R-F (Ranch and Farm) has been in transition for years, with farm land not being farmed and remained undeveloped. Rezoning the subject property will allow for compatible development.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access is proposed from both US-54 and Dyer Street, which are respectfully classified as a freeway and major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and are adequate for future development. To sustain traffic, improvements to these and other adjoining streets will be done once the property and surrounding properties have been fully developed. There are no bus stops serving the area.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Due to the proposed development of the property, the applicant will need to meet zoning, subdivision, and other requirements before construction. A landscape buffer is recommended as a condition to this request, which will provide a cushion to the streets.

PUBLIC COMMENT: The subject property is not located within any neighborhood association. Notices were sent to property owners within 300 feet of the subject property on January 31, 2025. As of February 6, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (Staff Recommendation)
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

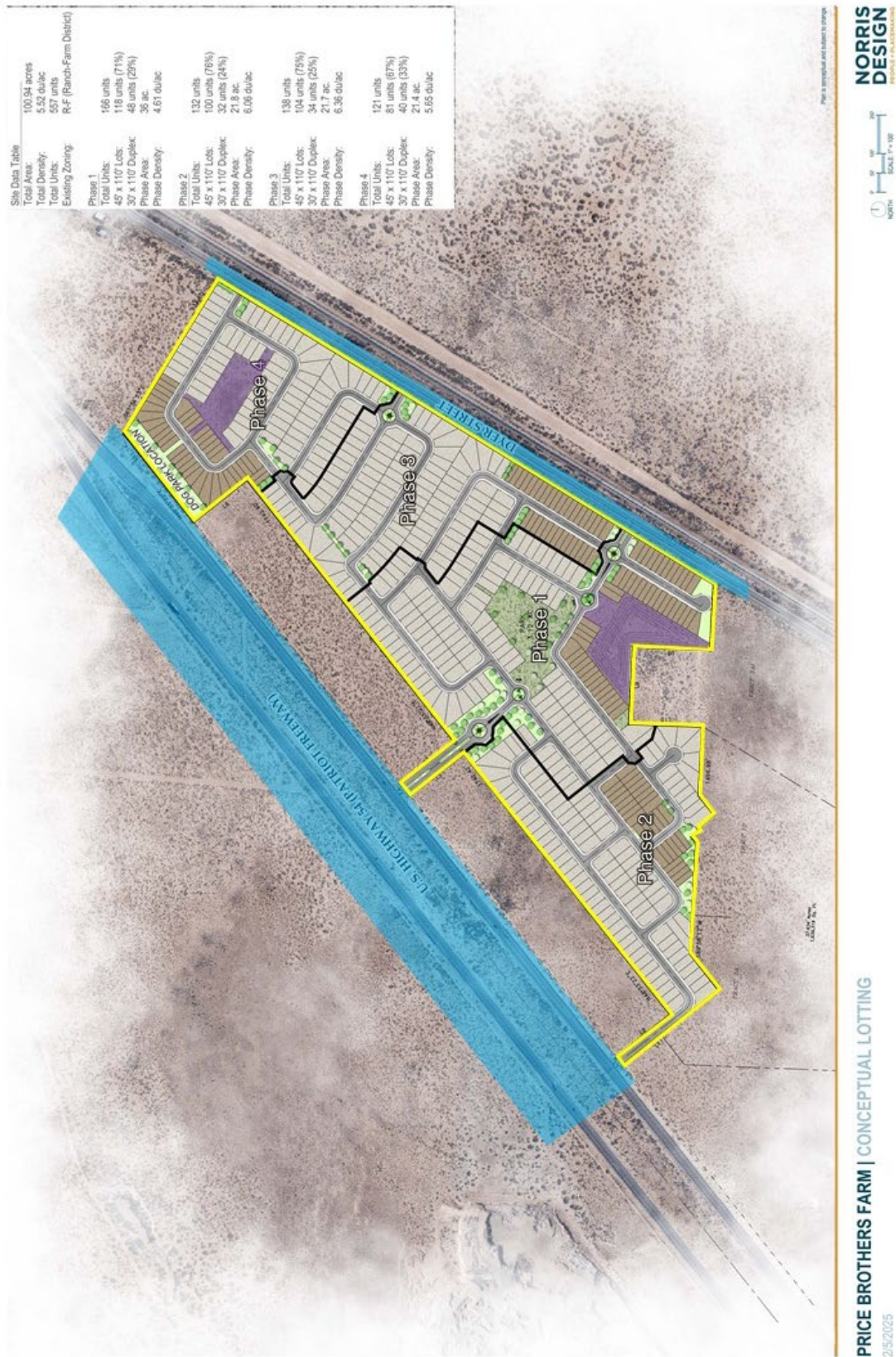
ATTACHMENTS:

1. Future Land Use Map
2. Conceptual Site Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL with a CONDITION** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the O-5, Remote future land use designation. The condition is the following:

1. That prior to issuance of certificates of occupancy, a 100-foot landscape buffer be provided between US-54 and any residential zone district.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval. No comments or objections.

Planning and Inspections Department – Land Development

Recommend Approval.

1. Show proposed drainage flow patterns on the site plan and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision proposed ponds.
3. The proposed ponding area(s) shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.
4. The pond also needs to have a fifteen-foot maintenance road around the entire outer perimeter.
5. Show maintenance ramp location for lower south pond. Relocate the maintenance access road away from the roundabout because it is potentially unsafe for maintenance crews.
6. Coordinate and obtain approval from TXDOT for proposed improvements. Verify if a deceleration lane is possible. Verify if proposed ponds will account for abutting commercial properties watersheds. Coordinate and obtain approval from TXDOT for proposed improvements. Verify if a deceleration lane is possible. Verify if proposed ponds will account for abutting commercial properties watersheds.

Note: Comments to be addressed at platting stage.

Fire Department

Recommend Approval. No adverse comments.

Streets and Maintenance Department

Traffic and Transportation Engineering:

TIA is required. Scope meeting to be scheduled.

Note: The applicant has provided a TIA for review. The Streets and Maintenance Department has been contacted to provide input.

Street Lights Department:

Does not object to this request. US 54, Dyer St. are Texas Department of Transportation (TXDOT) right of way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of this project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and

existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:

*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.

*** 19.02.040 Criteria for approval.

Contract Management Section

1. Indicate that all structures in city ROW must be as per DSC and Municipal Code.
2. Indicate that any damage in the street before being accepted must be restored as per Design Standards for Construction.

Sun Metro

Sun Metro currently does not service this area. No effects to Sun Metro Transit operations or services.

El Paso Water

EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees are assessed and collected after the El Paso Water receives an application for water and/or sanitary sewer services

There are no water/sewer mains in the vicinity of the subject property at this time. Water and sewer can be made available in the manner described below.

Major infrastructure is required to provide service to the subject property. Small diameter mains will be required connecting to the mains described below. These mains are to cover the frontage and water mains are to be extended creating a looped system. Main extension costs will be the responsibility of Owner.

The extension of the Dyer/Railroad 16-inch diameter water main Phase 2 is required and is under construction. Construction is anticipated to be completed by November 2025.

The extension of the Dyer/Railroad 30-inch diameter sewer interceptor will be required. The Dyer/Railroad sewer interceptor Phase 2 is under construction. Construction is anticipated to be completed by November 2025.

Dyer Street and US-54 are Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street and US-54 requires permit from TxDOT.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Note: Comments to be addressed at platting stage.

Stormwater:

The ponding areas shown shall have enough capacity to hold the developed runoff for a 100-yr. storm event.

Texas Department of Transportation

Submit layout to TxDOT with proposed distances between access points and distances between nearby existing access on US 54 as well as BU 54 aka Dyer.

Parks and Recreation

- The nearest park is Futureland Park located at 12175 O'Donnell St. Which is located approx. 5 miles from the subject subdivision.
- There are no schools in the area. Applicant is proposing 512 dwelling units which more likely would be occupied by young families. What is the plan to supplement this potential issue? Is the developer dedicating land for schools?
- Parks does not recommend a park-pond, due to the type of soil on this area.
- The acceptable rate for water to percolate on a park-pond is 72 hours. If water does not percolate in this time frame, the proposed park-pond would not be accepted for maintenance.
- In addition, a park-pond needs to comply with the following:
 1. To be considered as a park-pond, the proposed facility must be located no further than one-half mile from all residences that it is intended to serve. The street frontage for the park-pond shall be continuous along one complete side of the park or thirty-five percent of the park perimeter whichever is greater.
 2. Flat perimeter areas on the rim of the ponding basin shall be provided. These shall be a minimum of ten feet in width from the edge of the pond slope to the nearest property line to allow for a trail, landscaping and pond maintenance requirements. If abutting a seven-foot sidewalk or trail the flat perimeter area shall be a minimum of five feet. Wider and variable width areas are preferred to create a more parklike appearance.
 3. A park-pond shall have a flat contiguous park area adjacent to the detention/retention basin that is not subject to periodic inundation (ten-year storm frequency). This area shall be a minimum of one-half acre in size or larger, including the area of the one closest adjacent perimeter flat zone. This area shall meet the minimum improvements requirements set forth in Section 19.20.050(B) as may be found to be warranted and applicable to a park-pond by the director of parks and recreation. For park-ponds where the pond portion is over two and one-half acres in size, the size of the upper area shall be at least twenty percent of the area of the pond. This area shall be shaped to accommodate the placement of permanent park structures such as play features, multi-purpose courts and shade pavilions.
 4. Side slopes in park-ponds shall not exceed a maximum three to one horizontal to vertical slope. Flatter side slopes are recommended.
 5. If a two-tier park-pond is designed, then the lower tier flat area shall not be less than twenty percent of the upper tier flat area.
 6. The maximum depth of the pond portion of a park-pond shall not exceed ten feet for a two-tier park-pond and six feet for a one-tier park-pond.
 7. Perimeter areas around the pond shall be planted to create an attractive buffer zone around the park-pond. Plant materials and required irrigation system(s) must be installed and operational at the time the city accepts the facility. All irrigation and planting shall meet the park facilities standards referenced in Section 19.20.050.
 8. Signs shall be provided to inform the public of the dual park-pond purpose and to notify them of the potential safety hazard from stormwater detention/retention.
 9. Percolation tests at the bottom of the park-pond basin shall be performed according to ASTM 5126. Stormwater shall percolate within seventy-two hours.
 10. A fully accessible route that meets Americans with Disabilities Act (ADA) standards to the lower park area in the basin of the pond shall be provided.
 11. Grading, irrigation and turf in accordance with Section 19.20.050(B)(3)(d).
- Proposed walking trail on section E shall be a minimum of 30' in width.

Note: Comments to be addressed at platting stage.

El Paso County 911 District

No comments or concerns.

Texas Gas Service

Texas Gas Service does not have any objections.

El Paso County Water Improvement District No. 1

No comments received.

Police Department

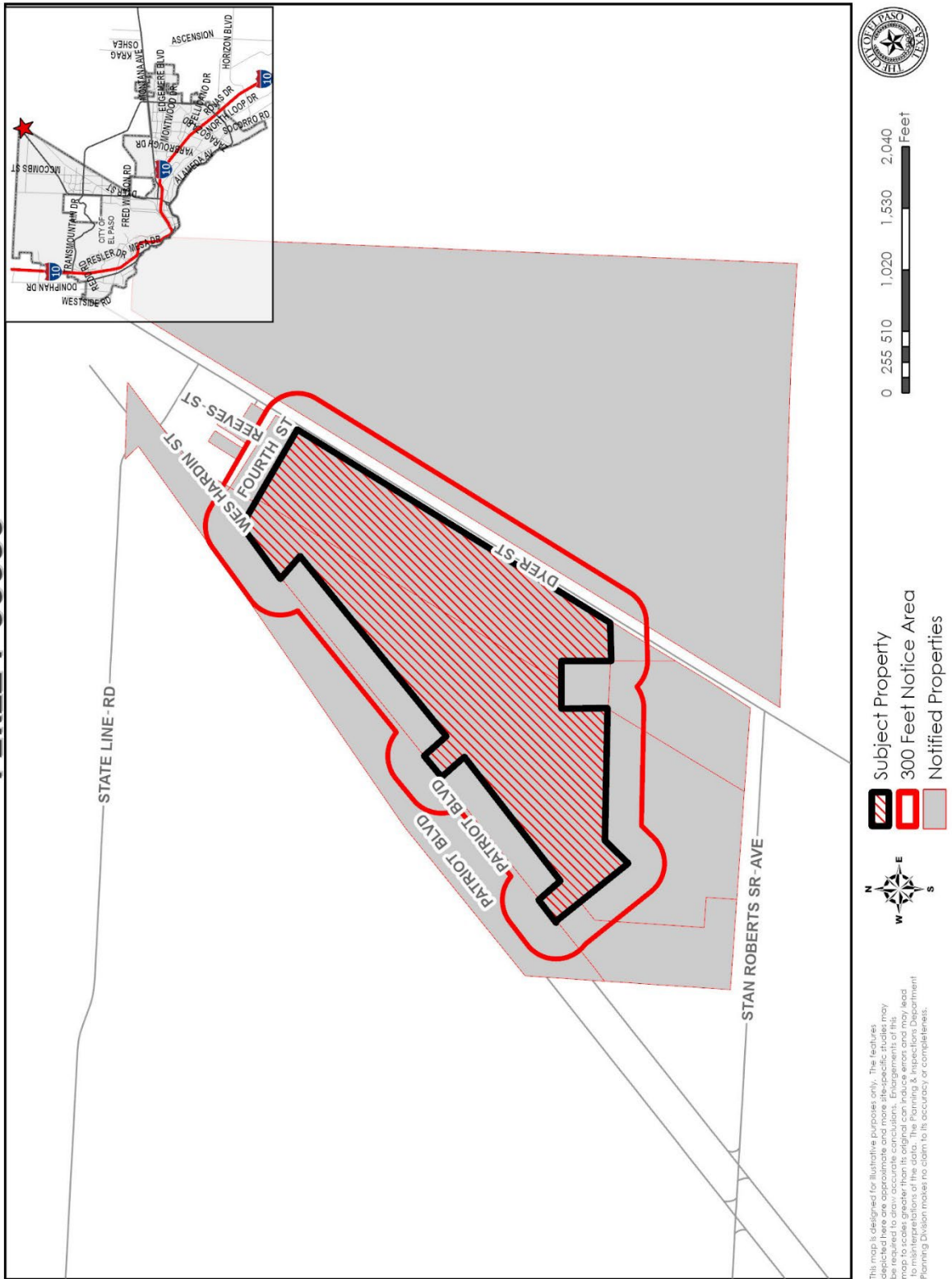
No comments received.

Environment Services

No comments received.

ATTACHMENT 4

PZRZ24-00030



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name

Business Name

Agenda Item Type

Relevant Department

JAMES F Dyer III

PAY All My Friends, LLC

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: Pay All My Friends, LLC by James F. Dyer III Date: 10-10-24



Legislation Text

File #: 25-472, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 320 W. San Antonio, El Paso, Texas, and further described as a portion of Block 31, according to the Mills Map of the City of El Paso, El Paso, County, Texas, and a portion of Old Sonora Street (now closed), for the purchase price of \$2,450,000.00.

Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

**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

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 320 W. San Antonio Avenue, El Paso, Texas, and further described as a portion of Block 31, according to the Mills Map of the City of El Paso, El Paso, County, Texas, and a portion of Old Sonora Street (now closed), according to the map made for tax purposes on file at the Central Appraisal District, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the property, for \$2,450,000.00.

Further, the City Manager, or designee, is authorized to: (1) execute a Contract of Sale with Lynx Industries, Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

APPROVED on this _____ day of _____ 2025.

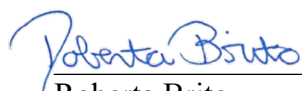
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
320 W. San Antonio Avenue

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Lynx Industries, Ltd., a Nevada Limited Liability Company (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is the subject of this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. The Recitals are incorporated into the Agreement as if fully set forth herein.
- B. Under the conditions of this Agreement, the Seller agrees to sell and convey the property located at 320 W. San Antonio Avenue, El Paso, Texas, and more fully described below to the Buyer:

A portion of Block 31, according to the Mills Map of the City of El Paso, El Paso County, Texas, and a portion of Old Sonora Street (now closed), according to the map made for tax purposes on file at the Central Appraisal District, and being more particularly described by the metes and bounds on **Attachment “A”**, attached hereto and made a part hereof for all purposes (the “**Property**”).

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$2,450,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through WestStar Title Company (the “**Title Company**”) at the Closing.
- B. The Buyer will submit a check to the Title Company in the amount of \$245,000.00 (“**Deposit**”), within 30 calendar days of the Effective Date. The Title Company will hold the Deposit in escrow and apply it to the Purchase Price at Closing in accordance to this Agreement.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller’s knowledge, the Seller warrants to the Buyer that:
 - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 - 2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
 - 3. Except for any reservations, restrictions, covenants, or rights-of-way of record as of the Effective Date, there are no other persons or parties claiming any rights to the Property, in whole or in part;
 - 4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller’s obligations under this Agreement;
 - 5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
 - 6. Any work performed on the Property, or any materials provided for work on the Property, will be paid in full before Closing;
 - 7. The Seller has not received any notices of eminent domain regarding the Property (other than from the Buyer);

8. There is no pending litigation pertaining to the Property which would reasonably prevent the Seller from conveying title to the Buyer;
9. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act; and
10. At Closing, there will be no unpaid utility bills, unfulfilled maintenance contracts, or liens in connection to the Property or any improvements on the Property.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SALE AND CONVEYANCE OF THE PROPERTY IS, AND SHALL BE, ON AN "AS IS" BASIS, WITH THE SELLER NOT MAKING, AND THE BUYER NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE. THE DEED SHALL REFLECT THE FOREGOING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 5 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist and are in possession and control of the Seller:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will not voluntarily make any material alterations to the Property after the Effective Date.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property; and
2. The person signing this Agreement on behalf of the Buyer represents that he or she has the authority to bind the Buyer and that the Buyer can carry out the Buyer's obligations under this Agreement.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to such commitment for Title Insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 30 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the one described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 10 days of receiving the commitment for Title Insurance and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of

receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;
 - b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer refuses to postpone the Closing Date; or
 - c. Notify the Buyer that the Seller does not elect to cure any one or more of the Buyer's objections, specifying which ones are to be cured (with or without a delay in the Closing Date) and which ones are not to be cured. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer does not wish to accept the same.
5. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
 6. Prior to the Closing Date, Seller may retrieve and salvage any or all fixtures and improvements on, or from inside the building(s) on, the Property.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 14-calendar day notice and a 14-calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
2. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section

4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

3. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty which would cost more than \$500,000 to remedy, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 60 days after the Effective Date ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER'S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property. Such deed to be in the form included in this Agreement as **Attachment "B"**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks, if any, located on the Property;
 3. Appropriate evidence of authorization reasonably satisfactory to Buyer and the Title Company for the consummation of the transaction contemplated by this Agreement;
 4. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Seller, to finalize the closing of this Agreement; and
 5. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.
- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller:
 1. The Purchase Price minus the Deposit that is being held by the Title Company;

2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and
 3. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Buyer, to finalize the closing of this Agreement.
 4. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. The apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The Seller shall not be responsible for any rollback taxes on the Property.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper

notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Buyer:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Copy:	City of El Paso Attn: Real Estate Division P.O. Box 1890 El Paso, Texas 79950-1890 Email: realestate@elpasotexas.gov
To the Seller:	Lynx Industries, Ltd. 5538 Canada Ct. Rockwall, Texas 75032-8411
Copy:	Clyde A. Pine, Jr. Mounce, Green, Myers, Safi, Paxson & Galatzan P.O. Box 1977 El Paso, Texas 79950.

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.
- J. GOVERNMENTAL FUNCTIONS. The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries for this Agreement.
- O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following page.)

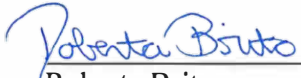
EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

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 of the **City of El Paso, Texas**.

Notary Public, State of Texas

EXECUTED by Seller the 31 day of March, 2025.

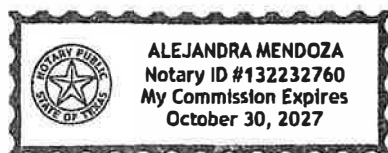
SELLER:

Lynx Industries, Ltd.

Michael Churchman
Michael Churchman
Manager

THE STATE OF TEXAS §
Dallas §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 31st day of March, 2025,
by Michael Churchman, as Manager of Lynx Industries, Ltd.



Alejandra Mendoza
Notary Public, State of Texas

ATTACHMENT "A"
PROPERTY DESCRIPTION

A portion of Block 31, according to the MILLS MAP of the City of El Paso, El Paso County, Texas, and a PORTION OF OLD SONORA STREET (NOW CLOSED) in said City, said property being described by metes and bounds as follows, to wit:

FIRST TRACT: BEGINNING at the Northwest corner of this tract, said corner being the POINT OF INTERSECTION of the East line of LEON STREET with the South line of West San Antonio Street; **THENCE** Southerly along the East line of LEON STREET 140 feet 4 inches; **THENCE** Easterly and parallel to the South line of West San Antonio Street 49.10 feet following the South line of the present wall of the building on said property; **THENCE** Southerly 2 feet following the West line of the present wall of said building; **THENCE** Easterly 29.9 feet along what is now the Southerly line of the said building to a corner in said wall; **THENCE** Northerly and parallel to LEON STREET 5 feet to a corner in the wall of said building; **THENCE** Easterly and parallel to the South line of said West San Antonio Street 41 feet to the West line of an alley; **THENCE** Northerly along the West line of said alley 137 feet 4 inches to the South line of West San Antonio Street; **THENCE** Westerly along the South line of West San Antonio Street 120 feet to the PLACE OF BEGINNING.

SECOND TRACT: BEGINNING at the Northeast corner of this tract, said corner being the point of intersection of the West line of CHIHUAHUA STREET with the South line of West San Antonio Street; **THENCE** Southerly and along the West line of CHIHUAHUA STREET 224 feet to the Southeast corner of this tract, being the intersection of the West line of CHIHUAHUA STREET and the North line of WEST OVERLAND STREET; **THENCE** Westerly along the North line of WEST OVERLAND STREET 120 feet to the East line of an alley for the Southwest corner of this tract; **THENCE** Northerly and along the East line of said alley and parallel to the West line of CHIHUAHUA STREET a distance of 224 feet to the South line of West San Antonio Street for the Northwest corner of this Tract; **THENCE** Easterly and along the South line of West San Antonio 120 feet to the PLACE OF BEGINNING, being municipally known and numbered as 320 West San Antonio, El Paso, Texas.

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: Lynx Industries, Ltd.

Grantor's Mailing Address: 5538 Canada Ct.
Rockwall, Texas 75032-8411

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Block 31, according to the Mills Map of the City of El Paso, El Paso County, Texas, and a portion of Old Sonora Street (now closed), according to the map made for tax purposes on file at the Central Appraisal District, and being more particularly described by the metes and bounds on Exhibit "A," attached hereto and made a part hereof for all purposes.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be Added Per Title Commitment].

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all

and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Lynx Industries, Ltd.

Michael Churchman
Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this _____ day of _____, 2025, by Michael Churchman as Manager of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas

EXHIBIT A

A portion of Block 31, according to the MILLS MAP of the City of El Paso, El Paso County, Texas, and a PORTION OF OLD SONORA STREET (NOW CLOSED) in said City, said property being described by metes and bounds as follows, to wit:

FIRST TRACT: BEGINNING at the Northwest corner of this tract, said corner being the POINT OF INTERSECTION of the East line of LEON STREET with the South line of West San Antonio Street; THENCE Southerly along the East line of LEON STREET 140 feet 4 inches; THENCE Easterly and parallel to the South line of West San Antonio Street 49.10 feet following the South line of the present wall of the building on said property; THENCE Southerly 2 feet following the West line of the present wall of said building; THENCE Easterly 29.9 feet along what is now the Southerly line of the said building to a corner in said wall; THENCE Northerly and parallel to LEON STREET 5 feet to a corner in the wall of said building; THENCE Easterly and parallel to the South line of said West San Antonio Street 41 feet to the West line of an alley; THENCE Northerly along the West line of said alley 137 feet 4 inches to the South line of West San Antonio Street; THENCE Westerly along the South line of West San Antonio Street 120 feet to the PLACE OF BEGINNING.

SECOND TRACT: BEGINNING at the Northeast corner of this tract, said corner being the point of intersection of the West line of CHIHUAHUA STREET with the South line of West San Antonio Street; THENCE Southerly and along the West line of CHIHUAHUA STREET 224 feet to the Southeast corner of this tract, being the intersection of the West line of CHIHUAHUA STREET and the North line of WEST OVERLAND STREET; THENCE Westerly along the North line of WEST OVERLAND STREET 120 feet to the East line of an alley for the Southwest corner of this tract; THENCE Northerly and along the East line of said alley and parallel to the West line of CHIHUAHUA STREET a distance of 224 feet to the South line of West San Antonio Street for the Northwest corner of this Tract; THENCE Easterly and along the South line of West San Antonio 120 feet to the PLACE OF BEGINNING, being municipally known and numbered as 320 West San Antonio, El Paso, Texas.



Legislation Text

File #: 25-474, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

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

Discussion and action on a Resolution authorizing the City Manager, or designee, to effectuate the purchase and closing of real property commonly known as 301 W. Overland, El Paso, Texas, and further described as 159 feet on Chihuahua Street X 120 feet on Overland Street, Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso, County, Texas, for the purchase price of \$2,340,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

**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

That the City Manager, or designee, is authorized to effectuate the purchase and closing of the property commonly known as 301 W. Overland Avenue., El Paso, Texas, and further described as 159 feet on Chihuahua Street X 120 feet on Overland Street, Block 31, Mills Map Addition, situated within the corporate limits of the City of El Paso, El Paso County, Texas, including any and all improvements located on the Property, for \$2,340,000.00.

Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Lynx Industries Ltd. for the purchase of the property; (2) sign any and all documents related or necessary to effectuate the purchase and closing of the property; (3) exercise all rights and obligations as provided in the Contract of Sale; (4) sign any documents necessary to effectuate any rights or obligations in relation to the purchase and closing of the property; (5) sign any contract amendments provided that such amendments do not increase the purchase price; and (6) effectuate any budget transfers necessary for the purchase and closing of the property.

APPROVED on this _____ day of _____ 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
301 W. Overland Avenue

This Contract of Sale (“**Agreement**”) is made this ____ day of _____, 2025 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**Buyer**”) and Lynx Industries, Ltd., a Nevada Limited Liability Company (“**Seller**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

RECITALS

WHEREAS, Seller is the owner of the Property that is the subject of this Agreement and is more fully described in Section 1, below.

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon and subject to the terms and conditions set forth herein.

WHEREAS, Seller and Buyer agree that this Agreement has been negotiated at arm’s length and in good faith between the parties.

NOW, THEREFORE, for the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

SECTION 1. CONVEYANCE OF THE PROPERTY.

- A. The Recitals are incorporated into the Agreement as if fully set forth herein.
- B. Under the conditions of this Agreement, the Seller agrees to sell and convey the property located at 301 W. Overland Avenue, El Paso, Texas, and more fully described below to the Buyer:

159 feet on Chihuahua Street X 120 feet on Overland Street, Block 31, Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, according to the map made for tax purposes on file at Central Appraisal District (the “**Property**”). The location of the Property is illustrated on the plat attached hereto as **Attachment “A”**, which is made a part hereof for all purposes.

SECTION 2. PURCHASING PRICE.

- A. The Buyer will pay the Seller a total amount of \$2,340,000.00 for the Property (“**Purchase Price**”). The Purchase Price above is to be paid to the Seller through WestStar Title Company (the “**Title Company**”) at the Closing.
- B. The Buyer will submit a check to the Title Company in the amount of \$234,000.00 (“**Deposit**”), within 30 calendar days of the Effective Date. The Title Company will hold the Deposit in escrow and apply it to the Purchase Price at Closing in accordance to this Agreement.

SECTION 3. SELLER’S WARRANTIES, OBLIGATIONS, AND RIGHTS.

- A. **WARRANTIES.** The following warranties survive the Closing. To the best of the Seller’s knowledge, the Seller warrants to the Buyer that:
 - 1. The Seller has the full right to convey the Property, as such the Buyer’s rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;
 - 2. The Seller has not offered or granted any other party the right or option to acquire, in whole or in part, the Property;
 - 3. Except for any reservations, restrictions, covenants, or rights-of-way of record as of the Effective Date, there are no other persons or parties claiming any rights to the Property, in whole or in part;
 - 4. The person signing this Agreement on behalf of the Seller represents that he or she has the authority to bind the Seller and that Seller can carry out the Seller’s obligations under this Agreement;
 - 5. No leasehold rights or interests have been granted and are currently in effect involving the Property;
 - 6. Any work performed on the Property, or any materials provided for work on the Property, will be paid in full before Closing;
 - 7. The Seller has not received any notices of eminent domain regarding the Property (other than from the Buyer);
 - 8. There is no pending litigation pertaining to the Property which would reasonably prevent the Seller from conveying title to the Buyer;

9. The Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act; and
10. At Closing, there will be no unpaid utility bills, unfulfilled maintenance contracts, or liens in connection to the Property or any improvements on the Property.

EXCEPT AS EXPRESSLY PROVIDED ABOVE, THE SALE AND CONVEYANCE OF THE PROPERTY IS, AND SHALL BE, ON AN "AS IS" BASIS, WITH THE SELLER NOT MAKING, AND THE BUYER NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE. THE DEED SHALL REFLECT THE FOREGOING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 5 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist and are in possession and control of the Seller:
 - a. Any "as-built" plans for any improvements on the Property;
 - b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and
 - c. All environmental reports of the Property and the improvements on the Property.
2. If the Seller has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Seller is responsible for the payments of that contract.
3. The Seller will not voluntarily make any material alterations to the Property after the Effective Date.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property; and

2. The person signing this Agreement on behalf of the Buyer represents that he or she has the authority to bind the Buyer and that the Buyer can carry out the Buyer's obligations under this Agreement.

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. The Buyer will forward this Agreement to the Title Company to be used as escrow instructions.
2. TITLE INSURANCE. The Buyer may, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. If the Buyer orders a commitment for Title Insurance for the Property, then the Buyer will send a copy of any documents related to such commitment for Title Insurance to the Seller.
3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 30 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the one described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.
4. TITLE REVIEW PERIOD. The Buyer may review the commitment for Title Insurance and the survey within 10 days of receiving the commitment for Title Insurance and the survey ("**Title Review Period**") and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the time frame described above, then the parties will proceed with the sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 10 calendar days of receiving Buyer's objections:

- a. Notify the Buyer that the Seller will cure the Buyer's objections before the

Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

- b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer refuses to postpone the Closing Date; or
 - c. Notify the Buyer that the Seller does not elect to cure any one or more of the Buyer's objections, specifying which ones are to be cured (with or without a delay in the Closing Date) and which ones are not to be cured. The Buyer may terminate this Agreement in accordance to Section 5(A)(2) if the Buyer does not wish to accept the same.
5. Notwithstanding the provisions of above, Seller's conveyance of title to the Property shall not be subject to mechanics' or materialmen's liens, judgment liens, mortgages, deeds of trust, and other liens (excluding real property tax or assessment liens that are not yet due and payable) capable of being satisfied by the payment of a specified sum.
6. Prior to the Closing Date, Seller may retrieve and salvage any or all fixtures and improvements on, or from inside the building(s) on, the Property.

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

- 1. **TERMINATION FOR CAUSE.** Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following a 14-calendar day notice and a 14-calendar day opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.
- 2. **TERMINATION DURING TITLE REVIEW PERIOD.** If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is

terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

3. **TERMINATION FOR CASUALTY.** If any damages occur to the Property before the Closing Date due to fire or another casualty which would cost more than \$500,000 to remedy, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full Deposit to the Buyer.

SECTION 6. CLOSING.

- A. The parties will have met all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 60 days after the Effective Date ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by the Closing Date is a breach of this Agreement. The Closing Date is subject to change by the mutual agreement of both parties.
- B. **SELLER'S OBLIGATIONS.** At the closing of this Agreement the Seller will deliver the following to the Buyer:
 1. A fully executed deed ("**Deed**") conveying the title to the Property. Such deed to be in the form included in this Agreement as **Attachment "B"**;
 2. All keys or other access devices in the possession of the Seller or its agents to the locks, if any, located on the Property;
 3. Appropriate evidence of authorization reasonably satisfactory to Buyer and the Title Company for the consummation of the transaction contemplated by this Agreement;
 4. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Seller, to finalize the closing of this Agreement; and
 5. Releases of Liens identified in the title commitment documents fully executed by the owners and holders of said liens in form acceptable to the Title Company.
- C. **BUYER'S OBLIGATIONS.** At the closing of this Agreement the Buyer will deliver the following to the Seller:
 1. The Purchase Price minus the Deposit that is being held by the Title Company;
 2. Evidence accepted by the Seller and the Title Company showing the completion of the transaction set out by this Agreement; and

3. Any other items reasonably requested by the Title Company, and reasonably acceptable to the Buyer, to finalize the closing of this Agreement.
 4. The Buyer will be responsible for paying all fees associated with the closing of this Agreement including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.
- D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. The apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller. The Seller shall not be responsible for any rollback taxes on the Property.
- E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

- A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.
- B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Buyer is not subject to the liabilities or obligations the Seller obtains under the performance of this Agreement.
- C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement "**business days**" means Monday through Friday excluding City of El Paso holidays and "**calendar days**" means Monday through Sunday excluding City of El Paso holidays.
- D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

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

Copy: City Attorney
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Copy: City of El Paso
Attn: Real Estate Division
P.O. Box 1890
El Paso, Texas 79950-1890
Email: realestate@elpasotexas.gov

To the Seller: Lynx Industries, Ltd.
5538 Canada Ct.
Rockwall, Texas 75032-8411

Copy: Clyde A. Pine, Jr.
Mounce, Green, Myers, Safi, Paxson & Galatzan
P.O. Box 1977
El Paso, Texas 79950.

- E. CONFIDENTIALITY. The Seller acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).
- F. GOVERNING LAW. This Agreement is governed by Texas law.
- G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.
- H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.
- I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

- J. **GOVERNMENTAL FUNCTIONS.** The parties agree that the Buyer is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.
- K. **COMPLIANCE WITH THE LAWS.** The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.
- L. **FORCE MAJEURE.** There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood, theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.
- M. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.
- N. **THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries for this Agreement.
- O. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- P. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

(Signatures begin on the following page.)


EXECUTED by City the ____ day of _____, 2025.

BUYER:

CITY OF EL PASO, TEXAS

Dionne L. Mack
City Manager

APPROVED AS TO FORM:



Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mary Lou Espinoza
Capital Assets Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

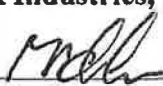
This instrument was acknowledged before me on this ____ day of _____, 2025,
by Dionne L. Mack, as City Manager of the **City of El Paso, Texas**.

Notary Public, State of Texas

EXECUTED by Seller the 31 day of Feb, 2025.

SELLER:

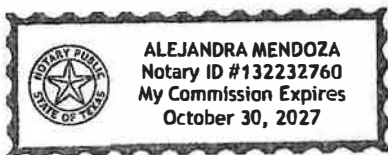
Lynx Industries, Ltd.




Michael Churchman
Manager

THE STATE OF TEXAS §
 Dallas §
COUNTY OF ~~EL PASO~~ §

This instrument was acknowledged before me on this 31st day of March, 2025,
by Michael Churchman, as Manager of Lynx Industries, Ltd.





Notary Public, State of Texas

MILLS ADDITION





ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date: _____, 2025

Grantor: Lynx Industries, Ltd.

Grantor's Mailing Address: 5538 Canada Ct.
Rockwall, Texas 75032-8411

Grantee: **City of El Paso, Texas**, a Texas home-rule municipality

Grantee's Mailing Address: City of El Paso
P.O Box 1890
El Paso, Texas 79950-1890

PROPERTY (INCLUDING ANY IMPROVEMENTS):

301 W. Overland Ave.; 159 feet on Chihuahua Street X 120 feet on Overland Street, Block 31, Mills Map Addition, an addition to the City of El Paso, El Paso County, Texas, according to the map made for tax purposes on file at Central Appraisal District and being more particularly described by metes and bounds on Exhibit "A," attached hereto and made a part hereof for all purposes.

CONSIDERATION

\$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE

[To be Added Per Title Commitment].

RESERVATIONS TO CONVEYANCE

NONE

WARRANTY AND CONVEYANCE:

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Reservations to Conveyance.

When the context requires, singular nouns and pronouns include the plural.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 2025 BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY IS ON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN THE SPECIAL WARRANTY OF TITLE.

EXECUTED by Grantor the ____ day of _____, 2025.

GRANTOR:

Lynx Industries, Ltd.

Michael Churchman
Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF EL PASO

This instrument was acknowledged before me this ____ day of _____, 2025, by Michael Churchman as Manager of Lynx Industries, Ltd., Grantor.

Notary Public, State of Texas



Legislation Text

File #: 25-450, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, 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 on a Resolution adopting the 2024 Prevailing Wage Rates for each craft or classification of worker in Building Construction Trades and Heavy and Highway Construction Trades and authorizing the City Engineer, when necessary, to clarify the definitions of work performed by each craft or type of worker. The effective date for said wage rates to be April 15, 2025.

**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 required by Chapter 2258 of the Texas Government Code to determine the prevailing rate of per diem wages for each craft or type of worker within the geographic limits of the City for construction of public works; and

WHEREAS, pursuant to Texas Government Code Section 2258.022(a)(1), the County of El Paso, in conjunction with the other local governmental bodies, conducted a survey of wages received by classes of workers employed on projects of a character similar to the contract work performed within the El Paso city limits; **WHEREAS**, the City, in collaboration with a representative group of local unions and contractors, conducted a review of the survey results within the El Paso city limits, as well as the wage rates established by the U.S. Department of Labor and the U.S. Department of Transportation pursuant to the Davis-Bacon Act; and

WHEREAS, the aforementioned parties have collectively agreed to recommend the wage rates, attached hereto as Exhibit A, for each craft or classification of worker involved in Building Construction Trades and Heavy and Highway Construction Trades, and the definitions of the work performed by each craft or classification of worker, attached hereto as Exhibit B.

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

That the Director of Purchasing and Strategic Sourcing Department is authorized to specify the wage rates attached hereto as Exhibit A for each craft or classification of worker in Building Construction Trades and Heavy and Highway Construction Trades in calls for bids for any public works contract and in the contract itself; that, when clarification is needed, the City Engineer is authorized to clarify the definitions of work performed by each craft or classification of worker attached hereto as Exhibit B; and that the wage rates are effective April 15, 2025.

(Signatures begin on the following page)

APPROVED THIS _____ DAY OF _____, 2025

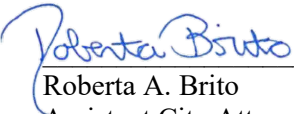
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:




Roberta A. Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Claudia A. Garcia
Purchasing & Strategic Sourcing

APPROVED AS TO CONTENT



Yvette Hernandez, P.E.
City Engineer

Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
Asbestos/Lead Abatement/Mold Remediation	\$31.51	\$12.06	\$43.57	\$348.56
Automatic Fire Sprinkler Fitter,Certified	36.15	23.88	60.03	480.24
Block, Brick, and Stone Mason	17.97	-	17.97	143.76
Caulker/Sealers	11.29	-	11.29	90.32
Carpenter	19.53	-	19.53	156.24
Carpenter/ All Other Work	17.16	1.88	19.04	152.32
Carpenters/ Acoustical Ceiling Installation	21.83	-	21.83	174.64
Cement and Concrete Finishers	19.13	-	19.13	153.04
Commercial Truck Driver	14.75	-	14.75	118.00
Communication/ Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	32.85	13.10	45.95	367.60
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	19.25	-	19.25	154.00
Drywall Finishers & Tapers	15.55	-	15.55	124.40
Electrician	25.50	7.92	33.42	267.36
Elevator Installers & Repairers	31.35	15.10	46.45	371.60
Fence Erectors - Include Skilled Labor	9.93	1.83	11.76	94.08
Floor Layers/Carpet and Resilient	12.87	-	12.87	102.96
Floor Layers - Specialty	13.00	-	13.00	104.00
Floor Layers-Wood	11.50	-	11.50	92.00
Fork Lift and Man Lift (boom and scissor)	14.83	-	14.83	118.64
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	-	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers/Mechanical	31.26	11.96	43.22	345.76
Irrigator- Landscape, Certified	15.28	-	15.28	122.24
Laborer (Common)	15.22	-	15.22	121.76
Locksmith	13.35	-	13.35	106.80
Mechanic	23.44	-	23.44	187.52
Painters	17.79	-	17.79	142.32
Paper Hanger	14.00	-	14.00	112.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Pipe Layer	18.00	-	18.00	144.00
Applicator	22.36	-	22.36	178.88
Plumbers/ Medical Gas Installer	40.74	15.35	56.09	448.72
Reinforcing Iron and Rebar Workers	22.69	-	22.69	181.52
Roofers	16.00	-	16.00	128.00
Scaffolding Erector	19.08	-	19.08	152.64
Sheet Metal Workers	27.16	-	27.16	217.28
Structural Iron and Steel Workers/Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	-	13.86	110.88
Welder	\$16.89	\$0.00	\$16.89	\$135.12

* Welder - Wage depends on craft performed, if welding is necessary.

April 1, 2025

CITY OF EL PASO, TEXAS

2024 Heavey and Highway Construction Trades Wage Rates

TX DOT Job ID	Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
1106	Asphalt Raker	17.81	-	17.81	142.48
1112	Batching Plant Operator, Asphalt	18.89	2.85	21.74	173.92
1115	Batching Plant Operator, Concrete	18.23	2.85	21.08	168.64
1124	Concrete Finisher, Paving and Structures	17.35	-	17.35	138.80
1139	Electrician	25.50	7.92	33.42	267.36
1143	Telecommunication Technician	17.76	-	17.76	142.08
1150	Flagger	15.00	-	15.00	120.00
1151	Form Builder, Setter, Structures	16.51	2.85	19.36	154.88
1160	Form Setter, Paving and Curb	12.26	-	12.26	98.08
1172	Laborer, Common	15.78	-	15.78	126.24
1175	Laborer, Utility	16.87	-	16.87	134.96
1187	Mechanic	28.39	-	28.39	227.12
1194	Servicer	13.44	-	13.44	107.52
1196	Painter, Structures	15.92	-	15.92	127.36
1205	Pipelayer	18.28	-	18.28	146.24
1214	Blaster	19.26	2.85	22.11	176.88
1300	Asphalt Distributor Operator	19.77	-	19.77	158.16
1303	Asphalt Paving Machine Operator	18.67	-	18.67	149.36
1305	Broom or Sweeper Operator	18.25	-	18.25	146.00
1315	Concrete Paving Curing, Float, Texturing Machine Operator	19.50	-	19.50	156.00
1318	Concrete Pavement Finishing Machine Operator	16.03	-	16.03	128.24
1344	Crane Operator, Hydraulic 80 tons or less	32.15	-	32.15	257.20
1345	Crane Operator, Hydraulic Over 80 tons	32.85	-	32.85	262.80
1346	Loader/Backhoe Operator	18.67	-	18.67	149.36
1347	Excavator Operator, 50,000 lbs or less	21.08	-	21.08	168.64
1363	Foundation Drill Operator, Truck Mounted	16.22	-	16.22	129.76
1369	Front End Loader Operator, 3 CY or Less	17.86	-	17.86	142.88
1372	Front End Loader Operator, Over 3CY	20.34	-	20.34	162.72
1380	Milling Machine Operator	18.56	-	18.56	148.48
1390	Motor Grader Operator, Fine Grade	20.29	-	20.29	162.32
1393	Motor Grader Operator, Rough	24.33	-	24.33	194.64
1402	Roller Operator, Asphalt	18.76	-	18.76	150.08
1411	Scraper Operator	11.12	-	11.12	88.96
1600	Truck Driver, Single Axle	17.09	-	17.09	136.72
1606	Truck Driver, Single or Tandem Axle Dump Truck	20.77	-	20.77	166.16
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	21.58	-	21.58	172.64
1609	Truck Driver Lowboy - Flat	19.65	-	19.65	157.20
1612	Truck Driver Transit - Mix	21.65	-	21.65	173.20
1705	Structural Steel Welder	38.81	-	38.81	310.48
1706	Welder	21.85	-	21.85	174.80

*Welder - Wage depends on craft performed, if welding is necessary.

April 1, 2025

2024 BUILDING CONSTRUCTION DEFINITIONS

Asbestos/Lead Abatement/Mold Remediation

Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dustpan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.

Automatic Fire Sprinkler Fitter, Certified

Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.

Block, Brick, and Stone Mason

Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.

Carpenters – Acoustical Ceiling Installation

Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.

Carpenter – Rough

Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors

or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

Carpenter – All Other Work

Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.

Caulker/Sealers

Applies water proofing agents or caulk to a variety of structures and materials.

Cement and Concrete Finishers

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.

Commercial Truck Driver

Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.

Communication/Security Technician

Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.

Crane and Heavy Equipment Operator

A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Door and Hardware Specialist

Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.

Drywall and Ceiling Tile Installers

Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".

Drywall Finishers and Tapers

Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

Electrician

Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.

Elevator Installers and Repairers

Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.

Fence Erectors - Include with Skilled Labor

Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.

Floor Layers – Carpet and Resilient

Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.

Floor Layers - Specialty

Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.

Floor Layers - Wood

Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.

Glaziers

Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and tabletops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

Heating, Air Conditioning and Refrigeration Service Technician

Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.

Insulation Workers –Mechanical

This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.

Irrigator- Landscape, Certified

Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.

Laborer

Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and PowerTool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and

spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.

Locksmith

Self-explanatory.

Mechanic

Maintains and repairs construction tools and equipment.

Painters - Building

Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."

Paper Hanger

Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.

Pipe Layer (Utility)

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

Pipe Fitters and Steamfitters

Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.

Plaster, Stucco, Lather, and EIFS Applicator

Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.

Plumbers/ Medical Gas Installer

Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems.

Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.

Reinforcing Iron and Rebar Workers

Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.

Roofers

Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

Sheet Metal Workers

Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.

Structural Iron and Steel Workers/Metal Building Erector

Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, handrails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".

Tile Setters

Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

Scaffolding Erector

Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.
- Fork Lift and Man Lift (boom and scissor) - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental

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1106 Asphalt Raker

Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers when to add or take away material to fill low spots or to reduce high spots.

1112 Batching Plant Operator, Asphalt

Operates a stationary or portable batching scale that weighs out asphaltic materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from weighing bin into truck or other carrier. May operate all equipment necessary to support batching operations. May oil, grease or otherwise service or make adjustments, including welding. May measure materials by weight. May perform quality control and assurance. Performs other related duties.

1115 Batching Plant Operator, Concrete

Operates a stationary or portable batching scale that weighs out concrete materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from concrete plant or pugmill into truck or other carrier or mixer. May operate all equipment necessary to support batching operations. May oil, grease or otherwise including welding. May measure materials by volume or weight. May perform quality control and assurance. Performs other related duties.

1124 Concrete Finisher, Paving and Structures

Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final trowels. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

1139 Electrician

Plans and directs the layout of metal electrical conduit, installs wiring systems, switch panels, buss bars; works on overhead distribution systems and underground distribution systems. Performs other related duties.

1143 Telecommunications Technician

Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets, and pole mounted installations. Installs, terminates, and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.

1144 Communications Cable Installer

Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.

1145 Traffic Signal/Light Pole Worker

Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.

1150 Flagger

A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position, and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TxDOT specifications. Performs other related duties.

1151 Form Builder/Setter, Structures

Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass, or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May install precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

1160 Form Setter, Paving and Curb

Fits together, aligns, and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.

1172 Laborer, Common

A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually, an entry level position as the first step to learn a skill. Performs other related duties.

1175 Laborer, Utility

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades, and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Performs other related duties.

1187 Mechanic

Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.

1194 Servicer

Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches, and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

1196 Painter, Structures

Paints and stains structural steel and concrete surfaces of bridges, retaining walls or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

1202 Piledriver

Sets in place, aligns, plumbs, and directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives, and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoffs. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

1205 Pipelayer

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

1214 Blaster

Loads and fires blast holes for breaking up rock, concrete and other hard materials. Stores and handles explosives and detonating devices. Attaches fuses and electric wires. May use prima-cord or delay caps. Performs other related duties.

1300 Asphalt Distributor Operator

Drives distributor truck, sets spray bars and operates valves and lever to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

1303 Asphalt Paving Machine Operator

Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1305 Broom or Sweeper Operator

Operates a self-propelled machine to sweep and clean roadway surfaces. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1306 Crawler Tractor Operator

Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

1315 Concrete Paving Curing, Float, Texturing Machine Operator

Operates self-propelled machine(s) which may or may not travel on concrete paving forms and operates pump on the machine which sprays curing compound on freshly poured concrete or tube floats concrete or textures fresh concrete. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1318 Concrete Pavement Finishing Machine Operator

Operates self-propelled machine(s) which may or may not travel on paving forms, spreading, and leveling fresh concrete to grade by use of augers and screeds. May oil, grease, to otherwise services and make adjustments to equipment as necessary. Performs other related duties.

1329 Joint Sealer

Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs and adjustments. Performs other related duties.

1333 Concrete Saw Operator

Operates a water-cooled power saw with either diamond or an abrasive blade to saw expansion and contraction joints in concrete paving. May also be used to saw asphaltic pavements. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1339 Subgrade Trimmer

Operates a machine that controls subgrade elevation. Machine may run on paving forms or be controlled electronically. Machine may be automated to control depths of subgrade or operator may mechanically operate to eject excess materials from subgrade with augers or blades. May oil,

grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1341 *Small Slipform Machine Operator*

Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease, or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.

1342 *Crane Operator, Lattice Boom 80 tons or less*

A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1343 *Crane Operator, Lattice Boom Over 80 tons*

A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1344 *Crane Operator, Hydraulic 80 tons or less*

A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise, and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1345 *Crane Operator, Hydraulic Over 80 tons*

A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1346 *Loader/Backhoe Operator*

Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1347 *Excavator Operator, 50,000 lbs or less*

Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks, and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1348 *Excavator Operator, Over 50,000 lbs*

Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches, structures, and mass excavations, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1351 *Crusher or Screen Plant Operator*

Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials through screening plant to screen out materials not needed. May include crushing and screening of broken concrete and asphalt. May make minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

1360 *Foundation Drill Operator, Crawler Mounted*

Operates a hole drilling machine that is crawler mounted. May include geotechnical operations such as soil nails, rock nails, tiebacks, anchors or jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1363 *Foundation Drill Operator, Truck Mounted*

Operates a hole drilling machine that is mounted on the rear of a rubber-tired vehicle or truck. May include soil nails, rock nails, tiebacks, anchors, or jet grouting. Drives truck from location to location or may have laborer who drives truck. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1369 *Front End Loader Operator, 3 CY or Less*

Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1372 *Front End Loader Operator, Over 3 CY*

Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1380 *Milling Machine Operator*

Operates power-driven milling machine that planes material of the roadbed and discharges the material into a hauling unit or a window. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1384 Reclaimer/Pulverizer Operator

Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement, or other stabilizing materials. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1390 Motor Grader Operator, Fine Grade

Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1393 Motor Grader Operator, Rough

Operates Motor Grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1396 Pavement Marking Machine Operator

Operates a machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1399 Concrete/Gunite Pump Operator

Operates a pumping machine that pumps fresh concrete, gunite or grout. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1402 Roller Operator, Asphalt

Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1405 Roller Operator, Other

Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1411 Scraper Operator

Operates a self-contained wheeled tractor scraper both self-loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or equipment as needed. Performs other related duties.

1413 Off Road Hauler

Drives an off-road hauler loaded by another machine, mounted on wheels, that transports earth or other materials. May also operate an off-road water tanker. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1417 Self-Propelled Hammer Operator

Operates a self-propelled machine which has an attachment used for breaking concrete, asphalt or other martial. Machine may be air, hydraulic or cable operated. Machine is usually mounted on rubber tires but may be truck mounted. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1428 Agricultural Tractor Operator

Operates a gasoline or diesel-powered agricultural tractor that tows compaction rollers, disc plow, water tanks, scrapers, and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1437 Trenching Machine Operator, Light

Performs duties similar to those performed by operator of a Trenching Machine Heavy, except that machine excavates a trench less than 5 feet in depth and may be rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1440 Trenching Machine Operator, Heavy

Operates a machine that digs trenches for sewer, underground cable, underground pipes for electrical communication, water, drainage, oil and gas and other pipelines. The heavy trenching machine excavates trenches more than 5 feet in depth and is mounted on crawler treads with the digging equipment usually consisting of an endless chain or wheel of edged buckets or other cutting devices that excavate and discharge the material at the side of the trench. May also be used for mass excavations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1441 Tunneling Machine Operator, Heavy

Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1442 Tunneling Machine Operator, Light

Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels less than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during

tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1443 *Percussion or Rotary Drill Operator*

Operates rock drilling equipment that may be used in advance of blasting operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1444 *Boring Machine Operator*

Operates boring machine that drills holes through dirt or rock in a generally horizontal plane to provide an excavation for an encasement or carrier pipe in a wet or dry condition. May operate a jacking machine to install conduit in a generally horizontal plane. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1445 *Directional Drilling Operator*

Operates a directional drilling machine that drills holes through dirt or rock with a directional locating beam and directional steering capabilities. Machine may utilize various steering head tools to control the direction of the drill. Controls speed of drilling, drilling fluid characteristics and pullback of pipe being installed. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1446 *Directional Drilling Locator*

Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed. Performs other related duties.

1500 *Reinforcing Steel Worker*

Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other related duties.

1509 *Structural Steel Worker*

Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.

1513 *Sign Erector*

Sets forms, reinforcing steel, anchor bolts and pours concrete for sign foundations. Fabricates and erects pipe and angle frameworks by bolting, welding, or other means prior to installation of signs that are normally prefabricated. Works from alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Performs other related duties.

1515 *Spreader Box Operator*

Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone, or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1520 *Work Zone Barricade Servicer*

Fabricates, erects, and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

1600 *Truck Driver, Single Axle*

Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1606 *Truck Driver, Single or Tandem Axle Dump Truck*

Drives a heavy-duty diesel-powered dump truck used in hauling materials. Hauls dirt, rock, aggregates, non-agitated concrete, or other material. May also be used for operation of water trucks. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1607 *Truck Driver, Tandem Axle Tractor with Semi Trailer*

Drives a diesel-powered tractor pulling a semi-trailer hauling materials. Hauls dirt, rock, aggregates, or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1609 *Truck Driver Lowboy—Float*

Drives a heavy-duty diesel-powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1612 *Truck Driver Transit—Mix*

Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1615 *Boom Truck Operator*

Drives a gasoline or diesel single or tandem axle truck equipped with a hydraulic telescopic or articulated boom for picking up various objects. Operates boom in accordance with signals from ground. May require CDL license for highway use. May service and make necessary adjustments for proper operation of equipment. This classification used only when boom is operated; otherwise,

operator should be classified under appropriate truck driver classification. Performs other related duties.

1705 Structural Steel Welder

Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties.

1706 Welder

Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.

1708 Slurry Seal or Micro-Surfacing Machine Operator

Operates slurry seal or microsurfacing equipment that spreads and levels slurry or microsurfacing materials on highways. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.



Good afternoon,

Thank you for participating in the 2024 Prevailing Wage process for El Paso County. As a contractor who has performed work **between January 1, 2022 and December 31, 2023 in El Paso County**, the County needs your help to participate in a prevailing wage study. The goal of the study is to obtain the wages paid to employees to help set the prevailing wage rates for the next four (4) years.

Important Dates:

- Please complete your prevailing wage study by: **Wednesday, July 31, 2024 at 5:00 p.m. MST**

Getting Started:

- To complete your prevailing wage study, click on the link here:

<https://survey.alchemer.com/s3/7820444/El-Paso-County-Wage-Survey>

- Please use this link to create a survey for **EACH** qualifying project within El Paso County.

Returning to Your Survey at a Later Time:

- If you want to continue your Survey at a later point, click on the “**Save and Continue Later**” button on the top of each page after page 1.
- This button will ask you to enter your email address to send yourself a **new link**. You will receive an email from “Survey Gizmo” or “Alchemer” with the subject line “[Reminder] Don’t forget to complete the response you started.”
- This email sometimes ends up in Junk or Spam Folders, so please be prepared to look in those folders for this email if you cannot easily locate it. You can also search your email inbox for the words “Survey,” “Alchemer” or “noreply@surveygizmo.com.”
- If you use the link at the top of the email you are reading now, you **will NOT** be able to return to the Survey you have already begun.
- If you lose access to your survey, please email Adriana Chaparro at prevailingwages@epcounty.com.

Things to remember:

- Complete survey in its entirety.
- If no fringe benefits are paid, please indicate as such by typing “0”.
- If project is ongoing, please leave the “date completed” section blank.

LCP Tracker Report submission in lieu of survey:

- For those contractors who desire to submit an LCP Tracker Report in lieu of a survey, El Paso County will accept them so long as:
 - The LCP Tracker Report includes all information requested in the survey. (Company Information, Project Name, Address (location), Project Dates, Base Wage, Fringe Benefits (if applicable)).
 - When submitting, please include the LCP Tracker Report, as well as a copy of the certified payroll at the time of submission for each qualifying project.



Adriana P. Chaparro

Contract Operations Manager | County Operations
(915) 221-0501 | epcounty.com

500 E. San Antonio Ave., Suite 302B, El Paso, Texas 79901

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El Paso County



Frequently Asked Questions (FAQs) OR Feedback Given:

1. Should we accept LCP information in lieu of completing the online survey?
Yes, LCP tracker information will be accepted if the following conditions are met:
 - The LCP Tracker Report includes all information requested in the survey. (Company Information, Project Name, Address (location), Project Dates, Base Wage, Fringe Benefits (if applicable).
 - When submitting, please include the LCP Tracker Report, as well as a copy of the certified payroll at the time of submission for each qualifying project.
2. Define Fringe Benefits. Please include the cost for the employees' health insurance, retirement contribution, and any other benefits you provide. For example, if you provide \$1,000 a month (\$12,000 a year) to the employee's health insurance, and the employee works full-time (2080 hours a year), the hourly cost of that benefit would be \$5.77 an hour (\$12,000/2080).
3. Separate meetings into two sections: Building Construction and Heavy/Highway Construction. To maximize time and efficiency, we will continue to meet as a group; however, we will make every effort to minimize the number of remaining meetings out of respect to your time. We appreciate your patience with this critical process.
4. Create three columns within the survey: Base, Fringe, Base + Fringe. The survey was amended to have a base wage column and a fringe benefit column; however, our consultant will use the survey information received to create a base + fringe analysis. This will help to minimize the amount of data entry for companies completing the survey.
5. How is the prevailing wage data going to be analyzed? (Average, average weighted to the number of employees, median, etc.) We will be using the "average" to analyze this survey.
6. Can the draft survey include an "in progress" box for projects that are eligible to be surveyed but have not been completed? Our survey was amended to include an option for qualifying projects that are still in progress.
7. For companies that have multiple projects with multiple start dates, do companies have to enter each project on a separate form? Yes. If using the online survey, a





El Paso County

new form must be used for each project. (LCP Tracker Reports can be used so long as they meet the qualifying criteria mentioned above.)

8. What if the company pays employees a higher wage than the prevailing wage established? Can they survey include a check box to indicate as such? To ensure the most comprehensive survey is conducted, actual dollar amounts will be required. We ask that you please enter what you paid or are paying your employees during each qualifying project.
9. Can the survey be amended to add multiple employee wages at different pay rates for the same classification? If multiple employees are working on the same project, please enter ONLY the average amount of pay between all employees under the same classification working on the qualifying project. For example, if you have three employees under the same classification making \$15, \$18 and \$20/hour, please enter the average of the three employees which is \$17.67.
10. Can they survey allow an auto-populate feature for companies submitting multiple surveys. (i.e. prefilled company name, contact information, and number of employees)? Most computers may already use an Artificial Intelligence feature that allows this option once multiple survey responses are entered. Additionally, if you can generate an LCP Tracker report with the survey information, you may submit the report in lieu of submitted the online survey for each qualifying project which will help to reduce multiple data entry when entering the company information.



El Paso County Wage Survey

Basic Information About Your Company

Welcome to the 2024 El Paso County Wage Survey. As you work through to input **only include data for work done in El Paso County** between January 1st, 2022 and 2023

1. What is the Name of Your Company

2. Please enter your name so the County knows who is completing the survey for your company.

3. Please enter your email address if you would like a copy of your responses. After you're complete with a copy of your answers if you provide an email address below.

4. About How Many Employees Do You Have? Select The Approximate Size of Your Company Below

-- Please Select -- ▼

5. Provide the physical address of construction in El Paso County

6. What's the name of the project for which the wages are reported?

7. Please select the date you started work on the project

8. Please select the date you completed work on the project. If work is still ongoing, leave the complete

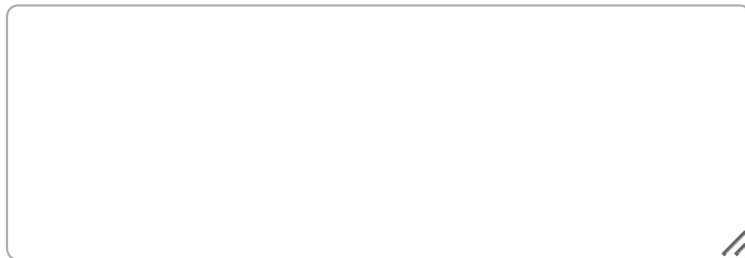
El Paso County Wage Survey

Heavy Jobs Based on TxDot Descriptions

below, please provide the wages and fringe benefits for your employees who m provided. For base salary, only include the hourly base rate. IE, if that employee please enter \$20.

The next columns asks for Fringe Benefits. For this, please include the cost for tl insurance, retirement contribution, and any other benefits you provide. For exar \$1,000 a month (\$12,000 a year) to the employee's health insurance, and the em time (2080 hours a year), the hourly cost of that benefit would be \$5.77 an hour

9. Before you enter your hourly wages and fringe benefits below, is there anything unique about your v like us to know? If there is something you think is helpful for us to be aware of, please let us know. If no section blank.



One final note before you begin. Fringe benefits **include** things lil

Health Insurance, retirement contributions, vacation days, holiday leave,

They do **NOT** include payments required by federal, state, or local

Do **NOT** include: Social Security, payroll tax, unemployment, and v compensation

10. Please enter your wages for the below jobs. The definitions are the same as the TxDOT wage survey wages paid between 1/1/22 and 12/1/23.

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
1106 Asphalt Raker: Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers when to add or take away material to fill low spots or to reduce high spots.	<input type="text"/>	<input type="text"/>
1112 Batching Plant Operator, Asphalt: Operates a stationary or portable batching scale that weighs out asphaltic materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from weighing bin into truck or other carrier. May operate all equipment necessary to support batching operations. May oil, grease or otherwise service or make adjustments, including welding. May measure materials by weight. May perform quality control and assurance. Performs other related duties.	<input type="text"/>	<input type="text"/>
1115 Batching Plant Operator, Concrete: Operates a stationary or portable batching scale that weighs out concrete materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from concrete plant or pugmill into truck or other carrier or mixer. May operate all equipment necessary to support batching operations. May oil, grease or otherwise including welding. May measure materials by volume or weight. May perform quality control and assurance. Performs other related duties.	<input type="text"/>	<input type="text"/>
1124 Concrete Finisher, Paving and Structures: Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final trowels. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.		
1139 Electrician: Plans and directs the layout of metal electrical conduit, installs wiring systems, switch panels, buss bars; works on overhead distribution systems and underground distribution systems. Performs other related duties.		
1143 Telecommunication Technician: Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets and pole mounted installations. Installs, terminates and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.		
1144 Communications Cable Installer: Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.		
1145 Traffic Signal/Light Pole Worker: Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.		
1150 Flagger: A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble,		

position, and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TxDOT specifications. Performs other related duties.

1151 Form Builder/Setter, Structures: Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May install precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

1160 Form Setter, Paving and Curb: Fits together, aligns and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.

1172 Laborer, Common: A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually an entry level position as the

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
first step to learn a skill. Performs other related duties.		
1175 Laborer, Utility: Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Performs other related duties.		
1187 Mechanic: Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.		
1194 Servicer: Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches, and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.		
1196 Painter, Structures: Paints and stains structural steel and concrete surfaces of bridges, retaining walls or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.		
1202 Piledriver: Sets in place, aligns, plumbs and directs driving of timber, concrete, steel,		

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
pipe and any other type of piling. Sets, drives, and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoffs. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.		
1205 Pipelayer: Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.		
1214 Blaster: Loads and fires blast holes for breaking up rock, concrete and other hard materials. Stores and handles explosives and detonating devices. Attaches fuses and electric wires. May use prima-cord or delay caps. Performs other related duties.		
1300 Asphalt Distributor Operator: Drives distributor truck, sets spray bars and operates valves and lever to control distribution of bituminous material for highway surfacing. Mau oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.		
1303 Asphalt Paving Machine Operator: Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.		
1305 Broom or Sweeper Operator: Operates a self-propelled machine to sweep and clean roadway surfaces. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.		
1306 Crawler Tractor Operator: Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper		

attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

1315 Concrete Paving Curing, Float, Texturing Machine Operator: Operates self-propelled machine(s) which may or may not travel on concrete paving forms, and operates pump on the machine which sprays curing compound on freshly poured concrete or tube floats concrete or textures fresh concrete. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1318 Concrete Pavement Finishing Machine Operator: Operates self propelled machine(s) which may or may not travel on paving forms, spreading and leveling fresh concrete to grade by use of augers and screeds. May oil, grease, to otherwise services and make adjustments to equipment as necessary. Performs other related duties.

1329 Joint Sealer: Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs and adjustments. Performs other related duties.

1333 Concrete Saw Operator: Operates a water-cooled power saw with either diamond or an abrasive blade to saw expansion and contraction joints in concrete paving. May also be used to saw asphaltic pavements. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1339 Subgrade Trimmer: Operates a machine that controls subgrade elevation. Machine may run on paving forms or be controlled electronically. Machine may be automated to control depths of subgrade or operator may mechanically operate to eject excess materials from subgrade with augers or blades. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
<p>1341 Small Slipform Machine Operator: Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease, or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.</p>	<input type="text"/>	<input type="text"/>
<p>1342 Crane Operator, Lattice Boom 80 tons or less: A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.</p>	<input type="text"/>	<input type="text"/>
<p>1343 Crane Operator, Lattice Boom Over 80 tons: A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.</p>	<input type="text"/>	<input type="text"/>
<p>1344 Crane Operator, Hydraulic 80 tons or less: A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.</p>	<input type="text"/>	<input type="text"/>
<p>1345 Crane Operator, Hydraulic Over 80 tons: A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to</p>	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
equipment as needed. Performs other related duties.		
1346 Loader/Backhoe Operator: Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1347 Excavator Operator, 50,000 lbs or less: Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1348 Excavator Operator, Over 50,000 lbs: Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches, structures and mass excavations, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1351 Crusher or Screen Plant Operator: Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials through screening plant to screen out materials not needed. May include crushing and screening of broken concrete and asphalt. May make minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.		
1360 Foundation Drill Operator, Crawler Mounted: Operates a hole drilling machine that is crawler mounted. May include		

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
geotechnical operations such as soil nails, rock nails, tiebacks, anchors or jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1363 Foundation Drill Operator, Truck Mounted: Operates a hole drilling machine that is mounted on the rear of a rubber-tired vehicle or truck. May include soil nails, rock nails, tiebacks, anchors or jet grouting. Drives truck from location to location or may have laborer who drives truck. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1369 Front End Loader Operator, 3 CY or Less: Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1372 Front End Loader Operator, Over 3 CY: Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading and unloading trucks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1380 Milling Machine Operator: Operates power-driven milling machine that planes material of the roadbed and discharges the material into a hauling unit or a windrow. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1384 Reclaimer/Pulverizer Operator: Operates a machine that pulverizes material of the road bed and may mechanically mix it with asphalt, cement, or other stabilizing materials. May oil, grease, or otherwise service and make	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
necessary adjustments to equipment as needed. Performs other related duties.		
1390 Motor Grader Operator, Fine Grade: Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1393 Motor Grader Operator, Rough: Operates Motor Grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1396 Pavement Marking Machine Operator: Operates a machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1399 Concrete/Gunite Pump Operator: Operates a pumping machine that pumps fresh concrete, gunite or grout. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1402 Roller Operator, Asphalt: Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1405 Roller Operator, Other: Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact		

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
1411 Scraper Operator: Operates a self-contained wheeled tractor scraper both self-loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1413 Off Road Hauler: Drives an off road hauler loaded by another machine, mounted on wheels, that transports earth or other materials. May also operate an off road water tanker. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1417 Self-Propelled Hammer Operator: Operates a self-propelled machine which has an attachment used for breaking concrete, asphalt or other martial. Machine may be air, hydraulic or cable operated. Machine is usually mounted on rubber tires but may be truck mounted. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1428 Agricultural Tractor Operator: Operates a gasoline or diesel powered agricultural tractor that tows compaction rollers, disc plow, water tanks, scrapers and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1437 Trenching Machine Operator, Light: Performs duties similar to those performed by operator of a Trenching Machine Heavy, except that machine excavates a trench less than 5 feet in depth and may be rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1440 Trenching Machine Operator, Heavy: Operates a machine that digs trenches for sewer, underground cable, underground pipes	<input type="text"/>	<input type="text"/>

for electrical communication, water, drainage, oil and gas and other pipe lines. The heavy trenching machine excavates trenches more than 5 feet in depth, and is mounted on crawler treads with the digging equipment usually consisting of an endless chain or wheel of edged buckets or other cutting devices that excavate and discharge the material at the side of the trench. May also be used for mass excavations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1441 Tunneling Machine Operator, Heavy: Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1442 Tunneling Machine Operator, Light: Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels and subways. The tunneling machine excavates tunnels less than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1443 Percussion or Rotary Drill Operator: Operates rock drilling equipment that may be used in advance of blasting operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
1444 Boring Machine Operator: Operates boring machine that drills holes through dirt or rock in a generally horizontal plane to provide an excavation for an encasement or carrier pipe in a wet or dry condition. May operate a jacking machine to install conduit in a generally horizontal plane. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1445 Directional Drilling Operator: Operates a directional drilling machine that drills holes through dirt or rock with a directional locating beam and directional steering capabilities. Machine may utilize various steering head tools to control the direction of the drill. Controls speed of drilling, drilling fluid characteristics and pullback of pipe being installed. May oil, grease or otherwise service and make necessary adjustments to equipment as needed	<input type="text"/>	<input type="text"/>
1446 Directional Drilling Locator: Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed.	<input type="text"/>	<input type="text"/>
1500 Reinforcing Steel Worker: Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other related duties.	<input type="text"/>	<input type="text"/>
1509 Structural Steel Worker: Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.	<input type="text"/>	<input type="text"/>
1513 Sign Erector: Sets forms, reinforcing steel, anchor bolts and pours concrete for sign foundations. Fabricates and erects pipe and angle frameworks by bolting, welding or other	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
means prior to installation of signs that are normally prefabricated. Works from alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Performs other related duties.		
1515 Spreader Box Operator: Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.	<input type="text"/>	<input type="text"/>
1520 Work Zone Barricade Servicer: Fabricates, erects and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards,. May operate a truck during traffic control operations.	<input type="text"/>	<input type="text"/>
1600 Truck Driver, Single Axle: Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.	<input type="text"/>	<input type="text"/>
1606 Truck Driver, Single or Tandem Axle Dump Truck: Drives a heavy duty diesel powered dump truck used in hauling materials. Hauls dirt, rock, aggregates, non-agitated concrete or other material. May also be used for operation of water trucks. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.	<input type="text"/>	<input type="text"/>
1607 Truck Driver, Tandem Axle Tractor with Semi Trailer: Drives a diesel powered tractor pulling a semi trailer hauling materials. Hauls dirt, rock, aggregates or other material. May require CDL license for driving on highway. May service and make necessary adjustments for	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
proper operation of equipment. Performs other related duties.		
1609 Truck Driver Lowboy—Float: Drives a heavy-duty diesel powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.		
1612 Truck Driver Transit—Mix: Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.		
1615 Boom Truck Operator: Drives a gasoline or diesel single or tandem axle truck equipped with a hydraulic telescopic or articulated boom for picking up various objects. Operates boom in accordance with signals from ground. May require CDL license for highway use. May service and make necessary adjustments for proper operation of equipment. This classification used only when boom is operated; otherwise operator should be classified under appropriate truck driver classification. Performs other related duties.		
1705 Structural Steel Welder: Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties.		
1706 Welder: Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.		

Base Pay - Hourly Rate (NO
FRINGE BENEFITS)

Fringe Ben
(

1708 Slurry Seal or Micro-Surfacing Machine
Operator: Operates slurry seal or
microsurfacing equipment that spreads and
levels slurry or microsurfacing materials on
highways. Controls movement of machine,
raises and lowers screed, regulates width of
screed. May oil, grease, service and make
adjustments to equipment as needed.
Performs other related duties.

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El Paso County Wage Survey

Building/Construction Trades

Below, please provide the wages and fringe benefits for your employees who m provided. For base salary, only include the hourly base rate. IE, if that employee please enter \$20.

The next columns asks for Fringe Benefits. For this, please include the cost for tl insurance, retirement contribution, and any other benefits you provide. For exar \$1,000 a month (\$12,000 a year) to the employee's health insurance, and the em time (2080 hours a year), the hourly cost of that benefit would be \$5.77 an hour

11. Please Enter Your Wages for the Below Jobs:

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ber (
Asbestos/Lead Abatement/Mold Remediation - Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dust pan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely.	<input type="text"/>	<input type="text"/>

Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned. Identify, remove, pack, transport, or dispose of hazardous materials, including asbestos, lead-based paint, waste oil, fuel, transmission fluid, radioactive materials, contaminated soil, mold, et cetera. Specialized training and certification in hazardous materials handling or a confined entry permit are generally required. May operate earth-moving equipment or trucks.

Automatic Fire Sprinkler Fitter, Certified - Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.

Block, Brick, and Stone Mason - Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.

Carpenters – Acoustical Ceiling Installation - Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.

Carpenter - Rough - Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks,

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.		
Carpenter – All Other Work Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.	<input type="text"/>	<input type="text"/>
Caulker/Sealers - Applies water proofing agents or caulk to a variety of structures and materials.	<input type="text"/>	<input type="text"/>
Cement and Concrete Finishers - Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.	<input type="text"/>	<input type="text"/>
Commercial Truck Driver - Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.	<input type="text"/>	<input type="text"/>
Communication/Security Technician - Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.	<input type="text"/>	<input type="text"/>
Crane and Heavy Equipment Operator - A worker who operates a crane or other types of	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.		
Door and Hardware Specialist - Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.		
Drywall and Ceiling Tile Installers - Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters". Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.		
Electrician Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.		
Elevator Installers and Repairers Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including		

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.		
Fence Erectors - Include with Skilled Labor Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.		
Floor Layers – Carpet and Resilient Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.		
Floor Layers - Specialty Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.		
Floor Layers - Wood Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.		
Glaziers Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and table tops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl,		

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.		
Heating, Air Conditioning and Refrigeration Service Technician Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.		
Insulation Workers – Mechanical - This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.		
Irrigator- Landscape, Certified - Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.		
Laborer - Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and Power Tool Operators (Including chipping guns, jackhammers and		

tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Operates Skid Steer occasionally.

Locksmith - Performance of journey-level locksmith work in the installation, maintenance, repair, overhaul and modification of a variety of mechanical and combination locking devices typically found on doors, desks, compartments, mobile equipment, safes, and other secured locations including jails and mental hospital wards. The work requires a knowledge of master key coding systems and the construction, operation and functional characteristics of locking devices, and skill in fabricating replacement parts, devising or changing combinations, troubleshooting inoperative locking systems to determine the cause of malfunction, and in neutralizing lockouts. Locksmiths typically work in the field and must exercise judgement in independently selecting work processes, techniques, and tools and equipment.

Mechanic - Performs a wide variety of journeyman level mechanic repairs and maintenance services on gasoline and diesel powered heavy equipment to maintain equipment in operational readiness. Performs preventive and periodic maintenance, inspections and repairs to the fuel, ignition, electrical, braking, and other systems in automotive equipment and power tools to ensure safe and operational equipment; monitors recycling and environmental standards. Repairs and maintains hydraulic

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
equipment using hand and special tools or certifiable welds to provide functional equipment at all times; pulls, labels, cleans, and places into inventory parts from damaged vehicles to be used in repairing other damaged vehicles; replaces tires, suspension, and other parts and equipment.		
Painters - Building -0 Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."	<input type="text"/>	<input type="text"/>
Paper Hanger Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.	<input type="text"/>	<input type="text"/>
Pipe Layer (Utility) Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.	<input type="text"/>	<input type="text"/>
Pipe Fitters and Steamfitters Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.	<input type="text"/>	<input type="text"/>
Plaster, Stucco, Lather, and EIFS Applicator Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.	<input type="text"/>	<input type="text"/>
Plumbers/ Medical Gas Installer Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Assemble, install, alter, and repair	<input type="text"/>	<input type="text"/>

	Base Pay - Hourly Rate (NO FRINGE BENEFITS)	Fringe Ben (
pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.		
Reinforcing Iron and Rebar Workers Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.		
Roofers Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.		
Scaffolding Erector Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.		
Sheet Metal Workers Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance , control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.		
Structural Iron and Steel Workers/Metal Building Erector Rigging, raise, place, and unite iron or steel, prefabricated metal buildings		

precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, hand rails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".

Tile Setters Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

Welder - Fabricates, welds, and makes metal components for equipment or structures according to layouts, blueprints or work orders; uses, applies, and implements arc and gas welders, acetylene oxygen welding equipment, MIG welder, portable magnetic drill press, or cutting torch; adheres to safety standards and protocols. Performs maintenance and repair welding on equipment such as large mowers, tractors, trucks, heavy equipment, and machinery to ensure compliance with layouts, blueprints, or work orders; performs preventive maintenance on equipment to ensure proper operation and compliance with safety standards.

Fork Lift and Man Lift (boom and scissor) - Unloading materials and merchandise from incoming vehicles and stacking them to assigned places. Locating and moving stock of products to pallets or crates for storage or shipment. Identifying damages and report shortages or quality deficiencies. Load and unload trucks, move materials around jobs sites, and lift construction materials into place. Operate lifts to place workers into needed locations, ensure safe operation of equipment moving, lifting, and transporting workers around sites.

El Paso County Wage Survey

Upload Documents and Provide Additional Details

12. Please upload the certified payroll file containing the employee level data so the County can verify the previous pages.

Browse...

This is the final page of the survey, click "Submit" below responses to the County

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	2024 vs. 2020 BUILDING PREVAILING WAGE RATES COMPARISON					
	2020 Building Wages		2024 Building Wages		2020 vs. 2024 Incr < Dcr >	
	CLASSIFICATION	2020 PWR	CLASSIFICATION	2024 PWR	\$	%
1	Asbestos/Lead Abatement/Mold Remediation	43.57	Asbestos/Lead Abatement/Mold Remediation	43.57	0.00	0%
2	Automatic Fire Sprinkler Fitter, Certified	52.32	Automatic Fire Sprinkler Fitter, Certified	60.03	7.71	15%
3	Block, Brick, and Stone Mason	17.97	Block, Brick, and Stone Mason	17.97	0.00	0%
4	Caulker / Sealers	11.29	Caulker/Sealers	11.29	0.00	0%
5	Carpenter – All Other Work	17.40	Carpenter/ All Other Work	19.04	1.64	9%
6	Carpenter – Rough	17.64	Carpenter	19.53	1.89	11%
7	Carpenters – Acoustical Ceiling Installation	17.36	Carpenters/ Acoustical Ceiling Installation	21.83	4.47	26%
8	Cement and Concrete Finishers	16.30	Cement and Concrete Finishers	19.13	2.83	17%
9	Commercial Truck Driver	14.75	Commercial Truck Driver	14.75	0.00	0%
10	Communication/Security Technician	18.62	Communication/ Security Technician	18.62	0.00	0%
11	Crane and Heavy Equipment Operator	31.05	Crane and Heavy Equipment Operator	45.95	14.90	48%
12	Door & Hardware Specialist	13.35	Door & Hardware Specialist	13.35	0.00	0%
13	Drywall and Ceiling Tile Installers	14.40	Drywall and Ceiling Tile Installers	19.25	4.85	34%
14	Drywall Finishers & Tapers	15.55	Drywall Finishers & Tapers	15.55	0.00	0%
15	Electrician	30.02	Electrician	33.42	3.40	11%
16	Elevator Installers and Repairs	46.45	Elevator Installers & Repairers	46.45	0.00	0%
17	Fence Erectors – Include with Skilled Labor	10.00	Fence Erectors - Include Skilled Labor	11.76	1.76	18%
18	Floor Layers – Carpet and Resilient	12.87	Floor Layers/Carpet and Resilient	12.87	0.00	0%
19	Floor layers- Specialty	13.00	Floor Layers - Specialty	13.00	0.00	0%
20	Floor Layers - Wood	11.50	Floor Layers-Wood	11.50	0.00	0%
21			Fork Lift and Man Lift (boom and scissor)	14.83	14.83	
22	Glaziers	16.86	Glaziers	16.86	0.00	0%
23	Hazardous Materials Removal Workers	10.00	Hazardous Materials Removal Workers	10.00	0.00	0%
24	Heating, Air Conditioning and Refrigeration \Service Technician	43.57	Heating, Air Conditioning and Refrigeration\Service Technician	43.57	0.00	0%
25	Insulation Workers – Mechanical	43.22	Insulation Workers/Mechanical	43.22	0.00	0%
26	Irrigator – Landscape, Certified	15.28	Irrigator- Landscape, Certified	15.28	0.00	0%
27	Laborer	13.71	Laborer (Common)	15.22	1.51	11%
28	Locksmith	13.35	Locksmith	13.35	0.00	0%
29	Mechanic	17.00	Mechanic	23.44	6.44	38%
30	Painters - Building	13.86	Painters	17.79	3.93	28%
31	Paper Hanger	14.00	Paper Hanger	14.00	0.00	0%
32	Pipe Fitters and Steamfitters	32.55	Pipe Fitters and Steamfitters	32.55	0.00	0%
33	Pipelayers	18.00	Pipe Layer	18.00	0.00	0%
34	Plaster, Stucco, Lather and EIFS Applicator	16.82	Plaster, Stucco, Lather, and EIFS Applicator	22.36	5.54	33%
35	Plumber/ Medical Gas Installer	42.16	Plumbers/ Medical Gas Installer	56.09	13.93	33%
36	Reinforcing Iron and Rebar Workers	22.69	Reinforcing Iron and Rebar Workers	22.69	0.00	0%
37	Roofers	16.00	Roofers	16.00	0.00	0%
38	Scaffolding Erector	13.69	Scaffolding Erector	19.08	5.39	39%
39	Sheet Metal Workers	27.16	Sheet Metal Workers	27.16	0.00	0%
40	Structural Iron and Steel Workers/ Metal Building Erector	38.81	Structural Iron and Steel Workers/Metal Building Erector	38.81	0.00	0%
41	Tile Setters	13.86	Tile Setters	13.86	0.00	0%
42			Welder	16.89	16.89	

2024 vs. 2016 HEAVY/HIGHWAY PREVAILING WAGE RATES COMPARISON

2016 Heavy Highway Wages			2024 Heavy Highway Wages			2016 vs. 2024 Incr < Dcr >	
	CLASSIFICATION	2016 PWR	TXDOT Job ID	CLASSIFICATION	2024 PWR	\$	%
1	Asphalt Raker	12.99	1106	Asphalt Raker	17.81	4.82	37%
2			1112	Batching Plant Operator, Asphalt	21.74	21.74	
3			1115	Batching Plant Operator, Concrete	21.08	21.08	
4	Concrete Finishers (Paving and Structures)	13.88	1124	Concrete Finishers (Paving and Structures)	17.35	3.47	25%
5	Electrician	23.09	1139	Electrician	33.42	10.33	45%
6			1143	Telecommunication Technician	17.76	17.76	
7			1150	Flagger	15.00	15.00	
8	Form Builder/Setter	15.02	1151	Form Builder/Setter, Structures	19.36	4.34	29%
9	Form Setter (Paving and Curb)	12.86	1160	For Setter, Paving and Curb	12.26	-0.60	-5%
10	Laborer	11.89	1172	Laborer, Common	15.78	3.89	33%
11	Laborer (Skilled)(Utility)	13.65	1175	Laborer, Utility	16.87	3.22	24%
12	Mechanic	17.50	1187	Mechanic	28.39	10.89	62%
13	Rock Mason	12.00					
14	Servicer	14.33	1194	Servicer	13.44	-0.89	-6%
15			1196	Painter, Structures	15.92	15.92	
16	Pipe Layer	12.94	1205	Pipelayer	18.28	5.34	41%
17			1214	Blaster	22.11	22.11	
18	Asphalt Distributor Operator	14.64	1300	Asphalt Distributor Operator	19.77	5.13	35%
19	Asphalt Paving Machine Operator / Spreader Box Operator	14.20	1303	Asphalt Paving Machine Operator	18.67	4.47	31%
20			1305	Broom or Sweeper Operator	18.25	18.25	
21			1315	Concrete Paving Curing, Float, Texturing Machine Operator	19.50	19.50	
22			1318	Concrete Pavement Finishing Machine Operator	16.03	16.03	
23	Crane Operator, Lattice Boom	17.50					
24	Crane Operator, Hydraulic	17.50	1344	Crane Operator, Hydraulic 80 Tons or Less	32.15	14.65	84%
25			1345	Crane Operator, Hydraulic Over 80 Tons	32.85	32.85	
26	Backhoe Operator	15.95	1346	Loader/Backhoe Operator	18.67	2.72	17%
27	Excavator Operator	16.10	1347	Excavator Operator, 50,000 lbs or less	21.08	4.98	31%
28			1363	Foundation Drill Operator, Truck Mounted	16.22	16.22	
29	Front End Loader	14.82	1369	Front End Loader Operator, 3 CY or less	17.86	3.04	21%
30			1372	Front End Loader Operator, Over 3 CY	20.34	20.34	
31			1380	Milling Machine Operator	18.56	18.56	
32	Motor Grader Operator (Fine)	17.54	1390	Motor Grader Operator, Fine Grade	20.29	2.75	16%
33			1393	Motor Grader Operator, Rough	24.33	24.33	
34	Roller Operator	13.70	1402	Roller Operator, Asphalt	18.76	5.06	37%
35			1411	Scraper Operator	11.12	11.12	



Legislation Text

File #: 25-453, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

City Manager's Office, Omar Martinez, (915) 525-0361

AGENDA LANGUAGE:

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

Discussion and action that the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Defense Compatible Use and Installation Resilience grant program ("Grant Program") requesting funds in the amount of \$360,000.00 from the Grant Program, with a \$50,000.00 match required from the City, for a total of \$410,000.00 for the Fort Bliss SHIELD Study Project.

**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

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

THAT the City of El Paso City Council authorizes the submission of an application to the U.S. Department of Defense (USDOD) Compatible Use and Installation Resilience grant program for the Fort Bliss SHIELD Study Project requesting funds in the amount of \$360,000.00 including a \$50,000.00 match required from the City for a total of \$410,000.00;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of the Application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from the Application, after consultation with the City Attorney's Office;

THAT the City Manager, or designee, is authorized to sign any documents related to a grant resulting from the Application, including, but not limited to, revisions to the project scope of work, revisions that increase, decrease or de-obligate program funds, revisions to the operation plan, and documents to reject, amend, correct, and/or terminate the grant;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of the Application and any grant resulting from the Application.

APPROVED this _____ day of _____ 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Stephen Ian Voglewede

Ian Voglewede
Director of Strategic and Legislative Affairs
Strategic and Legislative Affairs