

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

May 13, 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: 955-508-24#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on May 13, 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 Conference ID: 955-508-24#

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

For Call to the Public:

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

To Speak on Agenda Items:

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

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN RABBI LEVI GREENBERG

PLEDGE OF ALLEGIANCE

**Congressman Silvestre & Carolina Reyes Elementary at the Invitation of City Representative
Alejandra Chávez**

**Ivanna Vuong – 2nd grade
Giovanna Vuong – 2nd grade
Malaki Borjas – 2nd grade
Luciana Edmunds Tolentino – Kindergarten
Maelie Smith – 1st grade
Amelia Perez – 2nd grade
Jayden Webster – 3rd grade
Ian Rubio – 4th grade
Marlon Lawrence – 4th grade
Julian Medaugh – 4th grade
Jack Young – 5th grade
Meaka Dominguez – 5th grade**

MAYOR’S PROCLAMATIONS

National Police Week

Coach Harper Day

International Internal Audit Awareness Month

Mayor Walter Miller Day

REGULAR AGENDA - OTHER BUSINESS:

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

1. Discussion and action on a Resolution adopting the Rules of Order for City Council meetings to take effect on May 27, 2025.

[25-591](#)

All Districts

City Attorney's Office, Karla M. Nieman, (915) 212-0033

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

2. Approval of the Minutes of the Regular City Council Meeting of April 29, 2025, the Agenda Review Meeting of April 28, 2025, and the Work Session of April 28, 2025. [25-569](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

3. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS [25-87](#)

CONSENT AGENDA - RESOLUTIONS:

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

4. A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the Texas Department of Transportation (TXDOT) for the El Paso Police Department to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TXDOT is providing maintenance, repair, construction, and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public. [25-566](#)

All Districts

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

5. A Resolution authorizing the Mayor to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the third and final one (1) year term of the three one (1) year renewal options. [25-571](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

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

[25-492](#)

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

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

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

7. A Resolution that the Taxpayer, RAMADEVI SUBRAMANI REDDY, 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 \$684.36 for the property with the following legal description:

[25-567](#)

BLK 2 CIMARRON SAGE #1 LOT 12

District 1

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

8. A Resolution that the Taxpayer, THE LOPEZ GP, 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 \$23.73 for the property with the following legal description:

[25-568](#)

CMP FURN MACH VEH

District 7

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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

[25-581](#)

Request that the Director of Purchasing & Strategic Sourcing is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses - Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

All Districts

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

Animal Services, Terry K. Kebschull, (915) 212-8742

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 8: Nurture and Promote a Healthy, Sustainable Community

10. Debó Wakefield to the Women's Rights Commission by Mayor Renard U. Johnson. [25-589](#)
Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021
11. Gladys Guzman to the Americorps Senior Advisory Council by Representative Ivan Niño, District 5. [25-592](#)
Members of the City Council, Representative Ivan Niño, (915) 212-0005

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

12. 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) [25-565](#)
All Districts
Tax Office, Maria O. Pasillas, (915) 212-0406

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

13. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Boyar Trejo in the amount of \$5,000 from The Texas Realtors Political Action Committee. [25-572](#)
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004
14. For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Lily Limón in the amount of \$5,000 from the Texas Realtors Political Action Committee. [25-593](#)
Members of the City Council, Representative Lily Limón, (915) 212-1030

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

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

15. The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs.

[25-575](#)

Award Summary:

The award of Solicitation 2025-0157 Security Guard Services- MCAD to Nighteyes Protective Services, Inc. for a term of three (3) years for a total estimated amount of \$1,181,535.00. This contract will provide security guard services at various museum locations, Museums and Cultural Affairs Department (MCAD) administrative offices, and MCAD-sponsored markets and festivals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$601,336.92 for the initial term, which represents a 103.64% increase due to increase in non-armed security guard service hours, addition of armed security guard services and hourly rate increases.

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$393,845.00
Initial Term Estimated Award:	\$1,181,535.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,181,535.00
Account(s)	454-1000-54000-522120 454-1000-54020-522120 454-1000-54030-522120 454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Museums & Cultural Affairs Departments recommend award as indicated to Nighteyes Protective Services, Inc. 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.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Museums and Cultural Affairs, Benjamin Fyffe, (915) 212-1766

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

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

[25-576](#)

Award Summary:

The award of Solicitation 2024-0653 Parks Permanent Restroom Cleaning to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$499,140.00. The total contract time is for three (3) years for a total estimated amount of \$499,140.00. This contract will provide restroom cleaning services at City parks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$219,900.00 for the initial term, which represents a 78.75% increase due to an increase in prices and seven additional parks added to the scope of work.

Department:	Parks and Recreation
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$166,380.00
Initial Term Estimated Award:	\$499,140.00
Option Term Estimated Award:	NA
Total Estimated Award	\$499,140.00
Account(s)	451-1000-522060-51295-P5120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to ACE Government Services, LLC, 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.

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Parks & Recreation, Pablo Caballero, (915) 212-8012

CONSENT AGENDA - BIDS:

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

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

25-578

Award Summary:

The award of Solicitation 2025-0054 Auxiliary Generator Maintenance to American Generator Services North America for an initial term of three (3) years for an estimated award of \$549,923.53. The total contract time is for three (3) years for a total estimated amount of \$549,923.53. This contract will allow for the continual maintenance and upkeep of auxiliary generators for Fire, Police, Emergency Management and transmitter sites in the event of a power outage.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$264,923.52 for the initial term, which represents a 92.96% increase due to an increase in prices for scheduled maintenance, 8 new locations added to the scope of work, and an added budgeted amount for emergency parts and services.

Department:	Streets and Maintenance
Award to:	American Generator Services North America
City & State:	Houston, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$183,307.84
Initial Term Estimated Award:	\$549,923.52
Option Term Estimated Award:	NA
Total Estimated Award:	\$549,923.52
Account(s):	532-1000-522260-31040-P3120
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to American Generator Services North America 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

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

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

[25-574](#)

Award Summary:

The award of Solicitation 2025-0075 Rescue Disinfectant to Unimed Government Services, LLC dba UGS Medical for an initial term of three (3) years for an estimated amount of \$290,777.40. The award also includes one (1) term, of two (2) years for an estimated amount of \$193,851.60. The total contract time is for five (5) years for an estimated total amount of \$484,629.00. This contract will allow the purchase of rescue disinfectant, used extensively in day-to-day animal shelter operations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$172,265.40 for the initial term, which represents a 145.36% increase due to additional quantities required under this contract.

Department:	Animal Services
Award to:	Unimed Government Services dba UGS Medical
City & State:	Lakeville, MN
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$96,925.80
Initial Term Estimated Award:	\$290,777.40
Option Term Estimated Award:	\$193,851.60
Total Estimated Award	\$484,629.00
Account(s)	225 - 2580 - 25110 - 531120
Funding Source(s):	Clinical Medical Supplies
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Unimed Government Services

dba UGS Medical 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.

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

All Districts

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services Department, Terry K. Kebschull, (915) 212-8742

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

19. Discussion and action on a Resolution authorizing the expenditure of District 5 discretionary funds in an amount not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) for the purchase of water safety gear and vests. This expenditure will support the upcoming opening of the City's water parks and serves a municipal purpose by enhancing the quality of life for the citizens of El Paso, by providing a safe and enjoyable experience for all visitors to the City's water parks this season. [25-596](#)
- District 5**
Members of the City Council, Representative Ivan Niño, (915) 212-0005
20. Discussion and action to direct the City Manager to allocate \$1,000.00 from District 1 Discretionary Funds to support the purchase of refreshments for Movies in the Park at Braden Aboud Memorial Park on May 23, 2025. [25-606](#)
- The allocation of discretionary funds will support the purchase of popcorn, snacks, icecream, water, and other refreshments for the District 1 Movies in the Park event scheduled for Friday, May 23, 2025, at 7:30 PM at Braden Aboud Memorial Park. The featured movie will be Inside Out 2.
- All Districts**
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
21. Discussion and action that the City Council accept the donation of \$2,500.00 from Schneider Electric for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District. [25-612](#)
- All Districts**
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001
22. Discussion and action that the City Council accept the donation of \$500.00 from Rio Vista Behavioral Health for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the [25-613](#)

District.

All Districts

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

23. Discussion and action that the City Council accept the donation of \$5,000.00 from Jobe Materials, L.P. for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District. [25-614](#)

All Districts

Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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

24. Discussion and action to allow for public comment on all agenda items as they are heard during the meeting, with a 3 minute time limit on each item. [25-594](#)

All Districts

Members of the City Council, Representative Lily Limón, (915) 212-1030

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. Discussion and action on a Resolution to authorize the expenditure of District 3 Discretionary Funds in an amount not to exceed \$1,000 for capital costs related to the new Pet Pantries at El Paso Public Libraries, mobile microchip scanners, and related accoutrements, which serves a municipal purpose by nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose. [25-610](#)

All Districts

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

26. Discussion and action on a Resolution to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including mobile microchip scanners, and related accoutrements, which serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose. [25-611](#)

All Districts

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

27. Presentation of the Animal Shelter Advisory Committee Annual Report for Calendar Year 2024. [25-615](#)

All Districts

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

28. Presentation on FY25 Tourism Development by Destination El Paso.

[25-586](#)

All Districts

Destination El Paso, Jose Garcia, (915) 573-0757

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: 955-508-24#

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

29. An Ordinance changing the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from C-3/sc

[25-554](#)

(Commercial/special contract) to C-4/sc (Commercial/special contract). 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: Gateway Blvd. East and Americas
Applicant: Ivey Partners LTD, PZRZ24-00037

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 28, 2025

30. An Ordinance changing the zoning of a portion of Tract 70 and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[25-573](#)

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: 422 S. Yarbrough Drive
Applicant: Enrique Padilla and Erika Zuniga, PZRZ24-00032

District 7

Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Saul J. G. Pina, (915) 212-1604

PUBLIC HEARING WILL BE HELD ON MAY 28, 2025

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

31. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

[25-577](#)

All Districts

PUBLIC HEARING WILL BE HELD ON MAY 28, 2025

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

- 32.** 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

- 33.** 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

- 34.** 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

35. 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

36. 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
Planning and Inspections, Jose Beltran, (915) 212-1607

37. An Ordinance granting a non-exclusive franchise to Rio Grande Waste Services, Inc. to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso City Code.

[25-494](#)

All Districts

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

REGULAR AGENDA - OTHER BUSINESS:

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

38. Discussion and action on a resolution that the City Manager, or designee, be authorized to effectuate the listed budget transfer to: Add funds from Renovations Master Project into Fire Station 16 Renovations sub project in accordance with updated project scope and expenditure needs, funding source is Public Safety Bonds. [25-580](#)

All Districts

City Manager's Office, Bonnie Cordova, (915) 212-1092

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

39. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00 and a \$1,000,000.00 match from the City, for the Segundo Barrio Safe Streets Project. [25-617](#)

District 8

Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

40. Discussion and action on a Resolution authorizing the submission of an application to the Office of Congresswoman Veronica Escobar requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00, a \$750,000.00 match from the City, and \$250,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project. [25-582](#)

District 8

Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 #: 25-591, 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 Attorney's Office, Karla M. Nieman, (915) 212-0033

AGENDA LANGUAGE:

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

Discussion and action on a Resolution adopting the Rules of Order for City Council meetings to take effect on May 27, 2025.

**RESOLUTION ADOPTING THE
RULES OF ORDER FOR THE EL PASO CITY COUNCIL
REVISED, AS EFFECTIVE ~~JANUARY 7TH, 2024.~~ May 13, 2025.**

SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

SECTION 2. RULES OF ORDER

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

SECTION 4. STANDING

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

SECTION 6. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro

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~~RTA~~ for City Council Meetings

Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

SECTION 8. VOTING

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

SECTION 9. RECORDED DEBATE

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A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit “A” attached hereto and fully incorporated by reference.

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the ~~question~~item under consideration. ~~There~~Members of Council shall refrain from side conversations during discussion of items under consideration.

For Regular City Council and Work Session Meetings, in the debate, each member of Council has the right to speak twice on the same main motion, but cannot make a second speech on the same main motion as long as any member who has not spoken on that question desires the floor. Each member of Council has the right to speak once on any other motion that can be debated. No member can speak longer than ten minutes at a time without the permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time. The Rules of Debate shall also apply in Executive Session.

During Special Meetings there will not be a time limit to the time allowed for each Representative to have the floor, and the Presiding Officer has discretion to end discussion on an item, or to give the floor to another representative. ~~will not be a time limit to the time allowed for each Representative to have the floor, and the Presiding officer has discretion to end discussion on an item, or to give the floor to another representative.~~

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

The City Council of the City of El Paso receives public comment on all regular agenda items at 10:00 a.m. followed by call to the public. Public comment on Public Hearings is heard individually as the item is listed on the City Council Agenda.

Public Comment on ~~Regular~~ Agenda Items:

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The City will conduct public comment on all agenda items at 10:00 a.m. Members of the public will usually be granted three (3) minutes to present their position on the consent or regular agenda item. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

At the start of public comment on ~~regular~~ agenda items, the City Clerk shall advise the Mayor whether persons in the audience have signed up to ask a question regarding an item posted on the consent or regular agenda. The Mayor shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Call to the Public (non-agenda items):

Call to the public for comment on City related items not already posted on the agenda will take place immediately following public comment on consent and regular agenda items. A maximum of sixty (60) minutes will be allotted for Call to the Public of each regular City Council meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing City related topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the Call to the Public of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the call to the public portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion. At the beginning of the call to the public portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

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Public Hearings:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on public hearing issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Information Relevant to all three comment types:

The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting. The online sign-in sheet will be available until 9:00 a.m. Any person signing up to provide comment must provide their name, address, phone number, and item number or topic. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item-. Groups of ten (10) or more members of the public will be asked to select a spokesperson to speak on the group’s position on the item. The representative speaker will be allotted six (6) minutes to speak per item.

A document camera and projection system (“Overhead Projector”) is available for use for public comment. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD). A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk’s office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City’s Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be

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necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments. This shall apply in Call to the Public regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

Members of Council may move to overrule the determinations by the Mayor under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting and have violated the City's Public Conduct Policy (Exhibit "C"). Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

Public Hearings/Agenda Items:

~~Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.~~

Public Comment/Non Agenda Items:

~~A maximum of sixty (60) minutes will be allotted for a public comment portion of each regular City Council meeting. The City Council will designate time to allow members of the public to have~~

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~~a reasonable opportunity to provide comment on items not already posted on the agenda, except that no person shall engage in political advertising contrary to state law. Persons wishing to provide comment during the public comment portion of the City Council agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting either online or by using the sign in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. Any person signing up to provide comment during the public comment portion of the agenda must provide their name, address and a short description of the topic(s) of their comment. Members of the public are required to speak on the topic identified upon the sign in sheet. If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City's Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.~~

~~A document camera and projection system ("Overhead Projector") is available for use for public comment on posted items and call to the public. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD) for public comment and call to the public. A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk's office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.~~

~~————To facilitate the receiving of comment from as many citizens as possible who are interested in bringing topics forward to the City Council for comment, a person may sign up to obtain one time slot to speak or otherwise make a presentation on one or more specified topics during the public comment portion of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.~~

~~————The time allotted for the public comment portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. At the beginning of the public comment portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each~~

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~~topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.~~

~~———— The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.~~

~~———— Members of the public wishing to ask a question regarding an item posted on the consent agenda or to speak regarding an item posted on the regular agenda must sign up prior to 9:00 a.m. on the day of the City Council meeting. The City Clerk shall make available the sign in sheet for the public outside of Council Chambers on the day of the Council meeting up until 9:00 a.m. or online prior to 9:00 a.m. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item “just in case” they wish to speak when the discussion on an item takes place. If a member of the public wishes to speak regarding an item, but did not sign up by 9:00 am, he or she may notify the City Clerk at any time prior to the call to vote on the item.~~

~~———— Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.~~

~~———— At the time that the consent agenda is taken up for consideration, the City Clerk shall advise the Mayor Pro Tempore whether persons in the audience have signed up to ask a question regarding an item posted on the consent agenda. The Mayor Pro Tempore shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item number and call the person to the podium. The Mayor Pro Tempore may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor Pro Tem may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.~~

~~———— Members of Council may move to overrule the determinations by the Mayor Pro Tempore under this section by a simple majority vote of the Council members present and voting.~~

~~———— No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.~~

~~———— Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.~~

~~Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting. Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.~~

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

Executive Session will be scheduled at the end of the meeting or other such time as determined by the Council. The Invocation and Pledge of Allegiance will take place no sooner than ~~10:00~~9:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit “B”**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. ~~Items removed from the consent agenda by the Mayor Pro Tempore or at the request of other Council members will be considered at the time when items for the related department are being considered or as otherwise requested by the Mayor Pro Tempore.~~ The introduction of ordinances will be considered first on the regular agenda, followed by public hearings, council member requested items, and operational focus updates ~~the procurement items posted on the regular agenda by the Financial Services and/or Engineering and Construction Management departments, and any reports or updates from the City’s Committees, Boards and Commissions.~~

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council’s adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

SECTION 15. PARLIAMENTARIAN

The ~~City Clerk and the Deputy~~Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council ~~shall not~~ shall not use ~~any~~ any electronic devices ~~other than~~ other than

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the ~~desk-top computers~~ desktop computers ~~provided by~~ provided by the City of El Paso located at ~~their seats during any City Council~~ City of El Paso located at their seats during any City Council meeting ~~or City Council work sessions.~~ or City Council work sessions. The use of communication devices of any kind, including but not limited to: hand-held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

~~Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda.~~

~~Members of Council may request virtual attendance no earlier than three months in advance. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda. In the case of personal emergency, a member of Council may request to appear virtually after the Wednesday deadline by notifying the City Clerk no later than 5 p.m. on the business day prior to the meeting, and in this instance the videoconference attendance will be included on the revisions to the agenda. Videoconference attendance is granted on a first-come first-serve basis. At no time shall more than two members of Council appear by videoconference. Members of Council shall not request to attend by videoconference more than one regular meeting week in a row without prior approval of Council~~

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

(Signatures on the following page)

ADOPTED this _____ day of _____, ~~2024~~2025.

CITY OF EL PASO:

~~Oscar Leeser~~Renard U. Johnson
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk

Russell T. Abeln
Senior Assistant City Attorney

~~HQ24-4135 | Trans#599264 | CAO & CC~~
HQ2023-City Clerk-392 | TRAN#508367 | RTA
Resolution ~~adopting~~Amending the Rules of Order
~~RTA~~ _____ for City Council Meetings

EXHIBIT “A”

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is

EXHIBIT “A”

considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

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[HQ2023-City Clerk-392 | TRAN#508367 | RTA](#)

Resolution ~~adopting~~ [Amending the](#) Rules of Order

~~RTA~~ [for City Council Meetings](#)

EXHIBIT “B”

The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.

Roll Call

Invocation and Pledge of Allegiance

Ceremonial items: Proclamations and Recognitions *

Consent Agenda

1. Operational Focus Updates

2. Regular Agenda

1. Executive Session

1. 9:00 Ceremonial Items: Proclamations and Recognitions

2. 10:00 a.m. Roll Call

3. Invocation and Pledge of Allegiance

4. Public Comment on Consent Agenda and Regular Agenda Items

5. Call to the Public (City related non-agenda items)

6. Consent Agenda

7. First Reading Ordinance

8. Public Hearings

9. Council Member Requested Items

10. Operational Focus Updates

11. Regular Agenda

12. Executive Session

Lunch Break

- The City Council will recess from 12:30 p.m. to 1:30 p.m. for a scheduled lunch break.

Call to the Public/Public Comment/Non-Agenda Items:

- Will take place at 10:00 a.m. ~~12:00 noon~~ following public comment on the consent and regular agenda during every regularly scheduled Tuesday City Council Meeting.
- Call to the Public is for items not posted on the agenda for the City Council meeting.
- If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public ~~at 12 noon~~.

Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.

- * Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council, however if they wish to comment, their group will have up to 6 minutes collectively.

Exhibit “C”
City of El Paso
Public Comment Conduct Policy

I. Purpose

City Council Meetings and public comment at City Council Meetings are conducted for the official business of the City Council. Members of the public attending City Council Meetings shall observe the same rules of civility, decorum and respectful conduct applicable to members of the City Council. To ensure meetings are conducted in a professional and courteous manner which enables the order conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation, threats or hostility. The public has the right to criticize policies, procedure, programs or services of the City or of the actions or omission of the City Council or City staff. However, a member of the public addressing the City Council shall not defame another person or engage in any disorderly conduct which disrupts the orderly conduct of any City Council Meeting or City Council Public Comment meeting.

II. Conduct Violations

The Presiding Officer may rule a public speaker out of order and in violation of the Council Rules if:

- (a.) the speaker is speaking beyond the allocated time limit and refuses to yield the floor.
- (b.) the speaker’s remarks are not relevant to the agenda item under consideration at a City Council Meeting or City business or affairs at a City Council Public Comment meeting.
- (c.) the speaker repeatedly interrupts a Council Member.
- (d.) the speaker’s remarks are disruptive so as to disturb the peace and good order of the meeting, through use of, without limitation, defamatory, loud, threatening, hostile, abusive, vulgar or obscene language or any other actions that disturb or are calculated to disturb the meeting.
- (e.) the speaker engages in any conduct with the intent to break up the meeting of the City Council or urges other to commit acts or engage in conduct to break up the meeting, including unreasonably loud and prolonged yelling, screaming, clapping or noise-creating acts, obstructing views of any person, which render it impossible or difficult for the City Council to conduct or continue with the meeting.
- (f.) the speaker willfully refuses or fails to comply with any Council Rule of Procedure or with any reasonable order of the Chair. Demonstrations, the carrying of signs or placards, or other activities which disturb the peace and good order of the meeting shall not be permitted in the Council Chambers.

III. Procedure

1. The Presiding Officer shall have the authority to preserve order at all City Council Meetings and City Council Public Comment meetings and enforce the Council Rules of Order, including:
 - (a.) the authority to revoke the permission granted to any individual to speak if such individual is disruptive or does not adhere to this policy.
 - (b.) to remove or cause the removal of any person from any meeting of the City Council for disorderly conduct, and to exclude a person from returning to that same meeting from which the individual was removed.
 - (c.) If the Presiding Officer determines that this policy of are not being followed, one warning will be given to the individual(s).
 - (d.) If this policy continues to be violated after one warning, the Presiding Officer may revoke the individual's speaking privileges and may remove, or cause to be removed by security personnel, the individual from the Council Chamber.
 - (e.) Any individual ordered to be removed from a meeting shall be excluded from returning to that meeting from which the individual was removed and shall be barred from further audience before the City Council during that session of the City Council.
2. Members of City Council may move to overrule the Presiding Officer's determination subject to a simple majority vote of City Council, present and voting.

**RESOLUTION ADOPTING THE
RULES OF ORDER FOR THE EL PASO CITY COUNCIL
REVISED, AS EFFECTIVE May 13, 2025.**

SECTION 1. PURPOSE OF RESOLUTION

This Resolution is adopted pursuant to Section 3.5.B of the Charter of the City of El Paso as a procedural guide for the benefit of the City Council and for the general information of the public. These rules shall apply to regular, special, and work session meetings at which action is to be taken, but shall not apply to meetings for committees of the City Council or to informational gatherings of the Council.

SECTION 2. RULES OF ORDER

Robert's Rules of Order Revised shall govern the procedures of Council unless they are in conflict with these rules.

SECTION 3. EFFECT OF FAILURE TO FOLLOW THESE RULES

No action of the Council that is otherwise legal shall be invalidated merely by reason of the failure of the Council or City staff to follow these Rules of Order, unless the majority of the Council agrees that such action shall be invalidated.

SECTION 4. STANDING

No one other than a member of the City Council shall have standing to assert before the Council that any action taken by the Council is invalid by reason of the Council's failure to comply with these Rules of Order.

SECTION 5. SUSPENSION OF RULES

These rules may be suspended temporarily by a majority of the Council members present and voting, except as they pertain to a quorum, or to the majority required for any motion, or to other matters pre-empted by laws other than those Rules of Order.

SECTION 6. PRESIDING OFFICER

The Mayor shall preside at all meetings of the City Council, but if for any reason he is absent from the City, sick or unable to act, then the Mayor Pro Tempore shall preside at such meetings and at such times shall exercise all of the powers and discharge the duties of the Mayor, except that the Mayor Pro Tempore shall vote as a Representative. In the absence or inability of both the Mayor and the Mayor Pro Tempore, the Alternate Mayor Pro Tempore shall preside and shall vote as a Representative. Upon the arrival of the Mayor, the Mayor Pro Tempore or the Alternate Mayor Pro Tempore, the acting chairman shall immediately relinquish the chair upon the conclusion of the business immediately pending before the Council.

The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council, and shall state questions coming before the Council as necessary for clarity, and shall announce the decision of the Council on all subjects. The Presiding Officer shall disable the microphone at the podium when he determines that the speaker has violated council rules of order.

SECTION 7. QUESTIONS OF ORDER

All questions of order shall be decided by the presiding officer with the right of appeal from his or her decision to the Council that is present, the majority of whom, present and voting, may override the decision.

SECTION 8. VOTING

The electronic voting system shall be utilized for the casting of the roll call votes of the Council in Council Chambers except as otherwise provided herein. The City Clerk shall call for an electronic vote and each Representative shall, without undue delay, cast his or her vote on the electronic voting system. When all votes have been cast, the City Clerk will review, announce and display the results of the voting, and staff will capture the display on the digital recording of the meeting or fully read the results into the record. In the event of a tie vote, the City Clerk will announce the results and call for the Mayor's vote before displaying the results. Any error in voting or any discrepancy between the display of the votes and the City Clerk's announcement of the results shall be corrected prior to the time that the Council proceeds to consider the next agenda item.

The requirements under this section for the use of the electronic voting system shall be automatically suspended under the following circumstances and for the duration as announced by the City Clerk: (a) upon the announcement of the City Clerk that the electronic voting system is not working properly; (b) for votes on procedural matters including motions to recess and to take an agenda item out of order, and votes by acclamation; (c) when the Council is voting on more than one agenda item simultaneously; and (d) when more than one vote will be taken pertaining to an agenda item and in such instance, the City Clerk shall announce which vote shall be taken by use of the electronic voting system and which vote(s) shall be taken only by voice vote.

In the event that the use of the electronic voting system is suspended or the system is otherwise not available, the City Clerk shall call the roll beginning with the Representative seated furthest to the Mayor's right and continuing in that order. Each Representative shall audibly indicate his or her vote.

Records of all roll call votes shall be incorporated in the Minutes of the meeting.

SECTION 9. RECORDED DEBATE

A Representative may request, through the presiding officer, to have an abstract of his or her statement on any subject under consideration by the Council entered in the Minutes or to attach any document referenced during a Council meeting to the Minutes. The recording secretary may be directed by the presiding officer to enter in the Minutes a synopsis of the discussion on any question coming before the Council.

SECTION 10. ORDER OF PRECEDENCE OF MOTIONS

The order of procedure of motions is set forth in Exhibit “A” attached hereto and fully incorporated by reference.

SECTION 11. MOTION TO RECONSIDER

A motion to reconsider any action taken by the Council may be made at any time prior to adjournment of the same meeting at which such action was taken. The motion can only be made by a member who voted with the prevailing side and can be seconded by any member.

SECTION 12. OBTAINING THE FLOOR

Every person desiring to speak shall address the presiding officer, and when recognized by the presiding officer, shall address only the item under consideration. Members of Council shall refrain from side conversations during discussion of items under consideration.

For Regular City Council and Work Session Meetings, in the debate, each member of Council has the right to speak twice on the same main motion, but cannot make a second speech on the same main motion as long as any member who has not spoken on that question desires the floor. Each member of Council has the right to speak once on any other motion that can be debated. No member can speak longer than ten minutes at a time without the permission of a majority of Council. The City Clerk will keep time and will notify the Mayor if a Representative reaches the allotted time. The Rules of Debate shall also apply in Executive Session.

During Special Meetings there will not be a time limit to the time allowed for each Representative to have the floor, and the Presiding Officer has discretion to end discussion on an item, or to give the floor to another representative.

SECTION 13. RIGHT OF CITIZENS TO BE HEARD

The City Council of the City of El Paso receives public comment on all regular agenda items at 10:00 a.m. followed by call to the public. Public comment on Public Hearings is heard individually as the item is listed on the City Council Agenda.

Public Comment on Agenda Items:

The City will conduct public comment on all agenda items at 10:00 a.m. Members of the public will usually be granted three (3) minutes to present their position on the consent or regular agenda item. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

At the start of public comment on agenda items, the City Clerk shall advise the Mayor whether persons in the audience have signed up to ask a question regarding an item posted on the consent or regular agenda. The Mayor shall have the floor and may ask the City Clerk to call those individuals up to the podium to hear their questions. At that time, the City Clerk will announce the agenda item

number and call the person to the podium. The Mayor may request the City Manager to respond to the questions raised by the members of the public. In his or her discretion, the Mayor may move the consent agenda item to the regular agenda for continued discussion and action by the City Council.

Call to the Public (non-agenda items):

Call to the public for comment on City related items not already posted on the agenda will take place immediately following public comment on consent and regular agenda items. A maximum of sixty (60) minutes will be allotted for Call to the Public of each regular City Council meeting.

To facilitate the receiving of comment from as many citizens as possible who are interested in bringing City related topics forward to the City Council for comment, a person may sign up to obtain one-time slot to speak or otherwise make a presentation on one or more specified topics during the Call to the Public of a City Council meeting. This provision does not restrict any member of the public from signing up to speak on items posted on the regular agenda or to ask questions regarding items posted on the consent agenda.

The time allotted for the call to the public portion of the agenda shall be uniformly divided among those who have signed up to obtain a time slot and participate and except as provided below, no speaker will have more than three (3) minutes to speak or otherwise make a presentation, regardless of the number of topics a speaker wishes to address within his or her time slot. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion. At the beginning of the call to the public portion of the agenda, the City Clerk will make one announcement as to the amount of time that each person has to provide comment. The City Clerk will call each person signed up to make comment to the podium in the order that they signed up to speak and will keep time. Each topic brought forward will be for comment from the speaker and may not be deliberated by the members of Council nor rebutted or debated by members of the public. Any member of the City Council may propose that the topic commented on be posted by staff on a future Council meeting agenda for the Council's discussion and action.

Public Hearings:

Any member of the public shall have a reasonable opportunity to be heard at all public hearings of the City Council in regard to any and all matters to be considered at such hearings that are germane and relative to any subject matter of City affairs or business which is within the scope of the authority and legislative functions of the City Council. Provided, however, that the time allowed for each citizen's appearance before City Council will be limited to a fixed number of minutes at the discretion of the presiding officer. Members of the public will usually be granted three (3) minutes to present their position on public hearing issues. If a member of the public addresses City Council through a translator into English, he or she will be granted six (6) minutes to present. Time will be kept by the City Clerk. The presiding officer may grant a speaker additional time at his or her discretion.

Information Relevant to all three comment types:

The City Clerk shall make available the sign-in sheet for the public outside of Council Chambers on the day of the Council meeting. The online sign-in sheet will be available until 9:00 a.m. Any person signing up to provide comment must provide their name, address, phone number, and item number or topic. Persons may sign up to address multiple items, however this does not mean it is permissible to “mark all” or to sign up for every item. Groups of ten (10) or more members of the public will be asked to select a spokesperson to speak on the group’s position on the item. The representative speaker will be allotted six (6) minutes to speak per item.

A document camera and projection system (“Overhead Projector”) is available for use for public comment. Members of the public shall submit any document they wish to present on the Overhead Projector to the City Clerk no later than close of business on the previous City business day before the meeting date. Any document that contains insulting, profane, threatening or abusive language, nudity, or campaign material will be rejected. City Staff will assist members of the public in using the Overhead Projector during the meeting. In order to ensure cyber security, members of the public are prohibited from sending or utilizing presentations in any electronic format, including but not limited to email, and from using a Universal Serial Bus (USB) compact disk (CD) or digital versatile disk (DVD). A member of the public who wishes to make an electronic presentation may bring printed documents to the City Clerk’s office no later than close of business on the previous City business day before the meeting date to be scanned for presentation during the meeting.

If the speaker is a lobbyist, he or she must indicate that fact on the audience participation sheet and prior to commencing his/her comments in compliance with the City’s Lobbying Ordinance. Members of the public may not grant their time to another nor may they purport to speak for another who is not present at the meeting. If someone would like a document or letter to become a part of the record, they may do so by providing the City Clerk with copies of the document or letter no later than 9:00 a.m. on the morning of the meeting, which will be distributed to the Council. It shall not be necessary to read the letter into the record. Interpretation services are only to be provided by the certified interpreter provided by the City.

The presiding officer at his or her discretion may grant a speaker one (1) additional minute to wrap up his or her comments. This shall apply in Call to the Public regardless of whether the allotted sixty (60) minutes will otherwise be taken up by the others making comment.

Members of the public who do not desire to speak but want to register support or opposition to an item on the agenda may do so by indicating their position on the audience participation form. The City Clerk will notify the Council of the number of position statements received and the tally when the agenda item is announced.

Members of Council may move to overrule the determinations by the Mayor under this section by a simple majority vote of the Council members present and voting.

No person may speak a second time except by permission of the presiding officer, and further, no person shall be heard a second time until all persons desiring to speak once have been given the opportunity to do so.

Personal attacks are not permitted. Members of the public should address their questions to the Council, not to the staff. Council may in turn ask staff to provide input.

Members of the public may be asked to leave or be removed from Council Chambers if it is determined that they are disruptive to the meeting and have violated the City's Public Conduct Policy (Exhibit "C"). Such determination will be made by the presiding officer. Members of Council may move to overrule such determination by the presiding officer subject to a simple majority vote of Council, present and voting.

SECTION 14. CALLING AND ORDER OF AGENDA ITEMS

Executive Session will be scheduled at the end of the meeting or other such time as determined by the Council. The Invocation and Pledge of Allegiance will take place no sooner than 10:00 a.m. Thereafter, the proceedings will take place as specified on the Attached **Exhibit "B"**.

Items accepting or acknowledging donations to the City will be taken prior to consideration of the consent agenda. The introduction of ordinances will be considered first on the regular agenda, followed by public hearings, council, member requested items, and operational focus updates .

Notwithstanding the above provisions, the City Manager shall direct the placement of all matters relating to the City Council's adoption of the annual City budget and associated matters relating to the start of each new fiscal year and the adoption of the tax levy on one or more agendas so as to meet all required statutory and charter deadlines.

At the time that each agenda item is to be considered by the City Council, the City Clerk will announce all agenda items by number and a brief statement as to the nature of the item when appropriate. In the case of a revision, the City Clerk or staff shall read the item into the record, as appropriate.

SECTION 15. PARLIAMENTARIAN

The City Clerk and the Assistant City Clerk are confirmed to serve as Parliamentarian and Alternate Parliamentarian, respectively.

SECTION 16. USE OF ELECTRONIC DEVICES

Electronic devices within Council chambers shall be used in accordance with all established City practices and procedures and as directed by Information Technology Department staff providing support services during a meeting. City staff, other than the dignitary protection officers, and members of the public shall turn off the signals of all pagers, cellular telephones and other devices capable of making an audible signal and shall not make or take any telephone calls while in Council chambers once a Council meeting has been called to order.

Members of the City Council shall not use any electronic devices other than the desktop computers provided by the City of El Paso located at their seats during any City Council meeting or City Council work sessions. The use of communication devices of any kind, including but not limited to: hand-

held portable communication devices, cellphones, computers, tablets, laptops, watches, etc. is expressly prohibited during City Council meetings and shall not be allowed in the room during closed sessions unless they are being used to aid in executive session presentations.

If the City Council member needs to take a telephone call, respond to a text message, etc. during a meeting, he or she must excuse themselves from the dais or room where the closed session is taking place to engage in that communication.

The use of the desktop computers during City Council shall be limited to voting, viewing presentations, research to aid the council member and communication via email to staff. During meetings, City Council members shall not text, tweet, blog, post on Facebook, Instagram or use any other social media platform.

SECTION 17. TIME AND LOCATION OF MEETINGS AND VIRTUAL ATTENDANCE

The Mayor and Council may by action of Council approved by a majority of Council, reschedule the time and place of any City Council meeting in accordance with the requirements of the Texas Open Meetings Act.

Members of Council may attend City Council meetings by video conference in accordance with the Texas Open Meetings Act 551.127, as may be amended. Such requires that a quorum of City Council be present at the physical meeting location posted on the agenda.

Members of Council may request virtual attendance no earlier than three months in advance. Any member wishing to attend by video conference must notify the City Clerk no later than noon on the Wednesday prior to the relevant meeting, and the City Clerk shall post notice of which member(s) will appear by video conference on the City Council Agenda. In the case of personal emergency, a member of Council may request to appear virtually after the Wednesday deadline by notifying the City Clerk no later than 5 p.m. on the business day prior to the meeting, and in this instance the videoconference attendance will be included on the revisions to the agenda. Videoconference attendance is granted on a first-come first-serve basis. At no time shall more than two members of Council appear by videoconference. Members of Council shall not request to attend by videoconference more than one regular meeting week in a row without prior approval of Council

Each participant's face in the videoconference call, while speaking, must be clearly visible and audible to each other participant and, during the open portion of the meeting, to the members of the public in attendance at the location where a quorum is present, and at any other location of the meeting that is open to the public. Any council member appearing by videoconference call will be considered absent during any portion of the meeting the audio or video is lost or disconnected in accordance with Texas Government Code Section 551.127. However, City Council members may not participate in executive sessions by videoconferencing.

(Signatures on the following page)

ADOPTED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

APPROVED AS TO FORM:

Laura D. Prine
City Clerk

Russell T. Abeln
Senior Assistant City Attorney

EXHIBIT “A”

ROBERTS RULES CHEAT SHEET

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Adjourn	"I move that we adjourn"	No	Yes	No	No	Majority
Recess	"I move that we recess until..."	No	Yes	No	Yes	Majority
Complain about noise, room temp., etc.	"Point of privilege"	Yes	No	No	No	Chair Decides
Suspend further consideration of something	"I move that we table it"	No	Yes	No	No	Majority
End debate	"I move the previous question"	No	Yes	No	No	2/3
Postpone consideration of something	"I move we postpone this matter until..."	No	Yes	Yes	Yes	Majority
Amend a motion	"I move that this motion be amended by..."	No	Yes	Yes	Yes	Majority
Introduce business (a primary motion)	"I move that..."	No	Yes	Yes	Yes	Majority

The above listed motions and points are listed in established order of precedence. When any one of them is pending, you may not introduce another that is listed below, but you may introduce another that is listed above it.

To:	You say:	Interrupt Speaker	Second Needed	Debatable	Amendable	Vote Needed
Object to procedure or personal affront	"Point of order"	Yes	No	No	No	Chair decides
Request information	"Point of information"	Yes	No	No	No	None
Ask for vote by actual count to verify voice vote	"I call for a division of the house"	Must be done before new motion	No	No	No	None unless someone objects
Object to considering some undiplomatic or improper matter	"I object to consideration of this question"	Yes	No	No	No	2/3
Take up matter previously tabled	"I move we take from the table..."	Yes	Yes	No	No	Majority
Reconsider something already disposed of	"I move we now (or later) reconsider our action relative to..."	Yes	Yes	Only if original motion was debatable	No	Majority
Consider something out of its scheduled order	"I move we suspend the rules and consider..."	No	Yes	No	No	2/3
Vote on a ruling by the Chair	"I appeal the Chair's decision"	Yes	Yes	Yes	No	Majority

The motions, points and proposals listed above have no established order of preference; any of them may be introduced at any time except when meeting is considering one of the top three matters listed from the first chart (Motion to Adjourn, Recess or Point of Privilege).

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The El Paso City Council Agenda items will be posted in the following order for all meetings of the El Paso City Council at which items of the listed categories will be discussed. If there are no items regarding a listed category, that category will be skipped.

1.

1. 9:00 Ceremonial Items: Proclamations and Recognitions
2. 10:00 a.m. Roll Call
3. Invocation and Pledge of Allegiance
4. Public Comment on Consent Agenda and Regular Agenda Items
5. Call to the Public (City related non-agenda items)
6. Consent Agenda
7. First Reading Ordinance
8. Public Hearings
9. Council Member Requested Items
10. Operational Focus Updates
11. Regular Agenda
12. Executive Session

Lunch Break

- The City Council will recess from 12:30 p.m. to 1:30 p.m. for a scheduled lunch break.

Call to the Public/Public Comment/Non-Agenda Items:

- Will take place at 10:00 a.m. following public comment on the consent and regular agenda during every regularly scheduled Tuesday City Council Meeting.
- Call to the Public is for items not posted on the agenda for the City Council meeting.
- If necessary, Council will interrupt the Meeting or delay consideration of Executive Session items posted on its City Council agenda, to hear Call to the Public.

Public Comment/Agenda Items is allowed on any posted item at any meeting of the El Paso City Council in accordance with Section 13 of these Rules of Order.

- * Ceremonial items will consist of the reading of a proclamation, an introduction to the Mayor and Council and a photograph. Members of the public and individuals and organizations receiving proclamations and recognitions are not expected to address council, however if they wish to comment, their group will have up to 6 minutes collectively.

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Council. To ensure meetings are conducted in a professional and courteous manner which enables the order conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation, threats or hostility. The public has the right to criticize policies, procedure, programs or services of the City or of the actions or omission of the City Council or City staff. However, a member of the public addressing the City Council shall not defame another person or engage in any disorderly conduct which disrupts the orderly conduct of any City Council Meeting or City Council Public Comment meeting.

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The Presiding Officer may rule a public speaker out of order and in violation of the Council Rules if:

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- (b.) the speaker's remarks are not relevant to the agenda item under consideration at a City Council Meeting or City business or affairs at a City Council Public Comment meeting.
- (c.) the speaker repeatedly interrupts a Council Member.
- (d.) the speaker's remarks are disruptive so as to disturb the peace and good order of the meeting, through use of, without limitation, defamatory, loud, threatening, hostile, abusive, vulgar or obscene language or any other actions that disturb or are calculated to disturb the meeting.
- (e.) the speaker engages in any conduct with the intent to break up the meeting of the City Council or urges other to commit acts or engage in conduct to break up the meeting, including unreasonably loud and prolonged yelling, screaming, clapping or noise-creating acts, obstructing views of any person, which render it impossible or difficult for the City Council to conduct or continue with the meeting.
- (f.) the speaker willfully refuses or fails to comply with any Council Rule of Procedure or with any reasonable order of the Chair. Demonstrations, the carrying of signs or placards, or other activities which disturb the peace and good order of the meeting shall not be permitted in the Council Chambers.

III. Procedure

1. The Presiding Officer shall have the authority to preserve order at all City Council Meetings and City Council Public Comment meetings and enforce the Council Rules of Order, including:
 - (a.) the authority to revoke the permission granted to any individual to speak if such individual is disruptive or does not adhere to this policy.
 - (b.) to remove or cause the removal of any person from any meeting of the City Council for disorderly conduct, and to exclude a person from returning to that same meeting from which the individual was removed.
 - (c.) If the Presiding Officer determines that this policy of are not being followed, one warning will be given to the individual(s).

- (d.) If this policy continues to be violated after one warning, the Presiding Officer may revoke the individual's speaking privileges and may remove, or cause to be removed by security personnel, the individual from the Council Chamber.
 - (e.) Any individual ordered to be removed from a meeting shall be excluded from returning to that meeting from which the individual was removed and shall be barred from further audience before the City Council during that session of the City Council.
2. Members of City Council may move to overrule the Presiding Officer's determination subject to a simple majority vote of City Council, present and voting.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-569, **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 29, 2025, the Agenda Review Meeting of April 28, 2025, and the Work Session of April 28, 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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
April 14, 2025
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:02 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Art Fierro, and Lily Limón. Late arrivals: Ivan Niño and Chris Canales at 9:03 a.m.

.....
The agenda items for the April 29, 2025, Regular City Council Meeting were reviewed.

.....
3. CONSENT AGENDA – RESOLUTIONS

That the City Manager is authorized to sign a Mutual Aid Agreement by and between the City of El Paso and US Army Garrison, Fort Bliss, Texas, to secure for each the benefits of mutual aid in fire prevention, training activities, response to incidents involving weapons of mass destruction, hazard materials, medical emergencies, the protection of life and property from fire, and fire fighting for a period of up to nine (9) years after the effective date.

Representative Limón commented.

Assistant Fire Chief Gustavo Tavares commented.

.....
ITEMS 23 AND 24 WERE DISCUSSED TOGETHER

23. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action to amend the Resolution scheduling standing Council meetings and Work Sessions in accordance with the El Paso Municipal Charter.

24. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action amending the Rules of Order to set the time for ceremonial items, agenda items, and citizen participation.

Representative Chávez questioned the following City staff member:

- Ms. Karla Nieman, City Attorney

.....
29. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager, or designee, be authorized to deprogram the proposed “Westside Community Trail”, “Donald to Dyer EP Electric Corridor”, “Skyline to Loma Real Trail” and “Trailheads City Wayfinding”; and that the City Manager, or designee, be authorized to make necessary budget transfers and execute any and all necessary documents to reprogram the 2012

Quality of Life Bond funding from the deprogrammed trails for the use on the “Mountain to River Trail”, “Montana to I-10 EP Electric Corridor”, and “Tierra del Este at Rich Beem Trail”. In addition, that the City Manager, or designee, be authorized to make necessary budget transfers and execute any and all necessary documents to transfer funding from the 2012 Quality of Life Bond investment interest proceeds for use on the “Tierra del Este at Rich Beem Trail”.

Representatives Boyar Trejo and Limón questioned the following City staff members:

- Mr. Gilbert Guerrero, Capital Improvement Assistant Director
- Ms. Dionne Mack, City Manager

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

Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform geotechnical engineering and materials testing services on a task by task basis by and between the by City of El Paso and each of the following five (5) consultants:

1. Atlas Technical Consultants, LLC
2. CQC Testing and Engineering, LLC
3. LEC Engineering, Inc. DBA LOI Engineers
4. Terracon Consultants, Inc.
5. WSP USA, Inc.

Each On-Call Agreement will be for an amount not to exceed \$500,000.00, and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed \$50,000.00 and authorization for the City Engineer to approve Additional Services for an amount not to exceed \$50,000.00 if the identified services are necessary for proper execution of the identified project and if the increased amounts are within the appropriate budget identified for the project. In addition, the City Manager is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

Representative Maldonado-Rocha questioned the following City staff member:

- Mr. Gilbert Guerrero, Capital Improvement Assistant Director

.....
37. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution authorizing the City Manager or designee to submit FY2026 grant application for the Motor Vehicle Crime Prevention Authority (MVCPA) and to accept, alter, decline, modify, terminate and/or execute all necessary documents related to the grant. The grant period will be from September 1, 2025 to August 31, 2026. Requesting grant funding for \$2,023,985.00, with a cash match of \$596,445.00, and an In-kind of \$1,267,598.00. If awarded, the grant will provide financial support to the Police Department's Auto Theft Task Force to combat motor vehicle theft, burglary of motor vehicles and fraud-related motor vehicle crime.

Representative Limón questioned the following City staff member:

- Police Assistant Chief Humberto Talamantes
-

39. REGULAR AGENDA – OTHER BUSINESS

Discussion and action on a Resolution authorizing the submission of an application to the Office of Congressman Tony Gonzales requesting funds from the Community Project Funding program in the amount of \$11,800,000.00, with no match required from the City, for the Fire Station 12 Reconstruction Project.

Representative Limón questioned the following City staff member:

- Mr. Omar Martinez, Legislative Affairs Assistant Director

.....
Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **ADJOURN** this meeting at 9:26 a.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
April 28, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 A.M.

.....
The City Council met at the above place and date. Meeting was called to order at 9:26 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

.....
AGENDA
.....

1. RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, PURSUING DESIGNATION AS A UNICEF CHILD FRIENDLY CITY, AND AUTHORIZING CITY STAFF TO INITIATE THE FORMAL APPLICATION PROCESS IN PARTNERSHIP WITH UNICEF.

WHEREAS, by resolution dated December 17, 2019, the City Council of the City of El Paso enacted a Resolution Establishing a Youth Advisory Board (YAB) for the purpose of promoting regular and active civic engagement among the youth of the city; and

WHEREAS, the Youth Advisory Board remains an active and vital platform for youth voices to influence city policy and decision-making; and

WHEREAS, the City of El Paso currently has over 14 departments with dedicated youth programming, with an estimated 360 youth programs collectively serving young people across the city, and;

WHEREAS, A local steering committee is in place and coordinates a comprehensive child rights situation analysis with broad youth and community engagement.

WHEREAS, the City will develop and implement a Child Friendly City Action Plan that reflects local needs and aligns with the City's strategic goals, guided by UNICEF's framework.

WHEREAS, the United Nations Children's Fund (UNICEF) launched the Child Friendly Cities Initiative (CFCI) in 1996, applying a framework informed by the 1989 UN Convention on the Rights of the Child to support local governments in realizing children's rights in urban settings and elevating youth voices in local government; and

WHEREAS, the vision of CFCI is that every child and young person enjoys their childhood and youth, and reaches their full potential through the equal realization of their rights within their cities and communities; and

WHEREAS, the CFCI Framework for Action includes five core goal areas:

1. Every child is valued, respected, and treated fairly;
2. Every child's voice is heard in public decisions;
3. Every child has access to quality essential services;
4. Every child lives in a safe and clean environment;
5. Every child enjoys family life, play, and leisure; and

WHEREAS, the City of El Paso is committed to equity, quality of life, and community trust, as reflected in its Strategic Plan goals to enhance public safety, increase access to services, promote transparent communication, and support youth engagement; and

WHEREAS, pursuing recognition as a UNICEF Child Friendly City supports the City of El Paso's mission to create a vibrant, inclusive, and sustainable community for all residents, especially children and youth; and

WHEREAS, the City of El Paso remains one of the largest binational communities in the world, sharing a larger community with Ciudad Juarez, Mexico in which language, culture, education, work, and family are shared; and

WHEREAS, the CFCI process requires meaningful youth participation, a thorough child rights situation analysis, the co-creation of a Child Friendly City Action Plan, cross-sector collaboration, and a commitment to equity and non-discrimination; and

WHEREAS, achieving recognition as a Child Friendly City will connect El Paso to a global network of cities, of which only three are in the United States, committed to child well-being and provide access to technical resources, best practices, and use of the CFCI brand.

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

1. That the City of El Paso formally expresses its commitment to pursue UNICEF Child Friendly City designation.
2. That the City Manager, or designee, is authorized to initiate the formal application process with UNICEF, including engaging with key stakeholders and beginning preparations for a Memorandum of Understanding.
3. That the City of El Paso commits to ongoing monitoring, evaluation, and transparency throughout the CFCI process and future recognition cycles.
4. That the City of El Paso affirms its commitment to advancing the rights and well-being of children and youth by supporting the principles of the UNICEF Child Friendly Cities Initiative (CFCI); and recognizing the unique challenges and strengths of our binational, bilingual, and bicultural identity as a borderland community, the City will work collaboratively across departments and with community partners to center children in urban planning, public policy, and civic life - ensuring that every child in El Paso, regardless of zip code or background, has the opportunity to grow up safe, healthy, educated, and empowered.

Mr. Richard Bristol, Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Acevedo and Limón commented.

The following members of the public commented:

1. Ms. Leah Hanany
2. Mr. Jack Loveridge

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

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

NAYS: None

.....
EXECUTIVE SESSION

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Niño, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:00 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

Motion made by Representative Limón, seconded by Representative Maldonado-Rocha, and unanimously carried to **ADJOURN** the Executive Session at 11:02 a.m. and **RECONVENE** the meeting of the City Council at which time a motion was made.

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

NAYS: None

.....
EX1. Application of El Paso Electric Company for Approval of an Amendment to Its Generation Cost Recovery Rider to Include the Texas Solar One Generation Facility - PUC#57974; HQ#UTILITY-65 (551.071)

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

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

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

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

Representative Limón verbally disclosed that she received a contribution the El Paso Electric Employee Political Action Committee.

Representative Canales commented.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Mayor Pro Tempore, seconded by Representative Limón, and unanimously carried that the City Attorney in consultation with the City Manager be **AUTHORIZED** to hire and retain outside counsel and any other necessary consultants, and to file an intervention in the *Application of El Paso Electric Company for Approval of an Amendment to its Generation Cost Recovery Rider to Include the Texas Solar One Generation Facility*, under the Texas Public Utility Commission, Docket No. 57974, in Matter Number HighQ Utility-65, and to take all steps necessary, including the execution of any required documents, in order to effectuate this authority.

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

NAYS: None

.....
EX2. Discussion on open records requests relating to the August 3, 2019 active shooter incident. HQ #25-4846 (551.071)

NO ACTION was taken on this item.

.....
EX3. Discussion on economic development opportunities in Downtown El Paso, Texas HQ#25-4812 (551.087)

NO ACTION was taken on this item.

.....
EX4. Purchase, exchange, lease, or value of real property located in El Paso; HQ#25-4833 (551.072)

NO ACTION was taken on this item.

.....
Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **ADJOURN** the meeting at 11:06 a.m.

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

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-87, 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 #: 25-566, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the Texas Department of Transportation (TXDOT) for the El Paso Police Department to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TXDOT is providing maintenance, repair, construction, and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public.

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



DEPARTMENT: El Paso Police

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Assistant Chief J. F. Briones

PHONE NUMBER: 915-212-4304

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

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

SUBGOAL:

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

SUBJECT:

A resolution authorizing the Mayor to sign an Interlocal Agreement between the City of El Paso and the Texas Department of Transportation ("TXDOT") for the El Paso Police Department to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TXDOT is providing maintenance, repair, construction, and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public.

BACKGROUND / DISCUSSION:

The Texas Manual of Uniform Traffic Control Devices addresses placement of emergency vehicles at the construction sites. In order for TXDOT to comply with such, services are requested of the El Paso Police Department. This Agreement ensures reimbursement to the City for overtime and vehicle usage costs associated with providing services. In addition, this Agreement updates the reimbursement amounts and terms outlined in the previous agreement.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

City Council approved a TXDOT interlocal agreement with the City of El Paso on June 9, 2020.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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

RECEIVED

By City Clerk's Office at 12:40 pm, May 01, 2025

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

That the Mayor be authorized to sign an Interlocal Work Zone Enforcement Agreement between the City of El Paso ("Local Government") and the Texas Department of Transportation ("TxDOT") for the El Paso Police Department ("EPPD") to provide uniformed officers and equipment necessary for law enforcement, general surveillance, and traffic control at and around sites for which TxDOT is providing maintenance, repair, construction and other services to State maintained roads and highways. Such services are to promote safety of construction zone workers and the traveling public. TxDOT will pay up to \$ 147,767.04 for the service on reimbursement basis for actual salary and vehicle costs for a twenty-four month period beginning upon the execution of the agreement by both parties and ending two years from that date.

APPROVED this _____ day of _____, 20____.

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

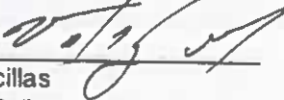
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Eric Gutierrez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


for Peter Pacillas
Chief of Police

Exec. A/C Victor Zarur #1515

Contract No
6010000000000000000000000015441

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

INTERLOCAL WORK ZONE ENFORCEMENT AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791 and Transportation Code, Chapter 201, Section 2.09.

I. CONTRACTING PARTIES:

**The Texas Department of Transportation
City of El Paso**

TxDOT
Local Government

II. PURPOSE: To provide uniformed, armed peace officers and equipment for law enforcement, general surveillance, and traffic control.

III. STATEMENT OF SERVICES TO BE PERFORMED: The Local Government will undertake and carry out services described in **Attachment A, Scope of Services.**

IV. CONTRACT PAYMENT: The total amount of this contract shall not exceed \$ 147,767.04 and shall conform to the provisions of **Attachment B, Budget**. Payments shall be billed **monthly**.

V. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates two years from the date that both parties have signed the agreements or when otherwise terminated as provided in this Agreement.

VI. LEGAL AUTHORITY:

THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated _____, has authorized the Local Government to provide the Scope of Services.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Resolution or Ordinance, and Attachment E, Information Technology and Security Requirements.

TxDOT
Texas Department of Transportation

LOCAL GOVERNMENT

NAME OF LOCAL GOVERNMENT

BY: _____
 AUTHORIZED SIGNATURE

BY: _____
AUTHORIZED SIGNATURE

TYPED OR PRINTED NAME AND TITLE

TYPED OR PRINTED NAME AND TITLE

DATE: _____

DATE: _____

ATTACHMENT A

Scope of Services

The Local Government shall provide uniformed, armed, peace officers and equipment for law enforcement, general surveillance, and traffic control on TxDOT roads, within the City of El Paso city limits, new highway construction sites, or maintenance and utility projects, time periods, and hours to be determined by TxDOT.

The officers on duty shall:

1. be in full uniform and armed at all times while on duty;
2. provide law enforcement, general surveillance, and traffic control for the dates, location, and time periods, as assigned;
3. project as much visibility as possible to the public during the entire scheduled shift through the presence of marked patrol vehicles and uniformed officers to deter speeding, vandalism, and any other types of undesirable behavior;
4. continue operations as scheduled during conditions arising from force majeure such as hurricanes, floods, or other major disasters occurring in other parts of the State, which is subject to the discretion of the Local Government and the availability of manpower;
5. ensure that transportation of alleged perpetrators will not interfere with the contract responsibilities of any officers on duty; and
6. perform a radio check and identify himself or herself by name, upon reporting for duty at the designated location.

The Local Government shall:

1. supply equipment and vehicles for officers during their patrol;
2. provide the appropriate number of officers per shift in accordance with the requirements set by TxDOT;
3. be responsible for all complaints against officers;
4. provide TxDOT with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with TxDOT's representative; and
5. appoint a supervising officer to coordinate scheduling and duties to include mitigation of any traffic control of law enforcement matters with the designated TxDOT representative.

TxDOT will:

1. provide the Local Government with a contact name and telephone number of a designated representative to coordinate schedules, duties, and other items with the Local Government's representative;
2. establish logging in and reporting procedures for the Local Government to follow; and
3. terminate the contract as outlined in the provisions of Article 6, Attachment C, General Terms and Conditions, if the Local Government fails to have an officer on duty during TxDOT scheduled work hours any three times during the 24 month term of service.

Right of Access - If any party is the owner of any part of the location site needed to perform requested services, then that party shall permit the other party or their authorized representative access to the site to perform any activities required to carryout the work.

Contractor-Related Entity shall perform its work in accordance with the attached, Information Resources and Security Requirements. A Contractor-Related Entity might create, access, transmit, store, or use Sensitive TxDOT data in a Contractor – Related Entity Environment. Contractor shall ensure that Contractor Related Entity Environments comply with the TxDOT low Security Baseline Sensitive, Privacy Overlay.

The Local Government will be reimbursed the actual rate paid to the officer based on the following table:

Local Government's Hourly Rates/Rank

Rank	Hourly Rate
Officer/Detective	\$73.34
Police Sergeant	\$87.79
Police Lieutenant	\$111.78

Average Hourly Rate x Estimated Number of Hours = (\$90.97 x 1152) \$104,797.44

A vehicle utilization fee of \$ 37.30 per vehicle per day will be paid regardless of length of use. The vehicle must be fully equipped with all necessary equipment to provide proper traffic control.

The estimated budget is calculated as follows:

Average Hourly Rate x Estimated Number of Hours	\$90.97 x 1152 hours	\$104,797.44
Vehicle Utilization	\$37.30 x 1152 days	\$42,969.60
	Total Estimated Budget	\$147,767.04

If cancellation of the requested assistance is not made at least three (3) hours prior to the anticipated service commencement time, TxDOT shall reimburse each assigned officer 3 hours at their billable rate.

The Local Government will be responsible for issuing timely invoices as the work is completed and work reports must be submitted to TxDOT's El Paso District Office. Invoice payments shall be submitted within 30 calendar days of receipt of a valid invoice. Such payments will be mailed to:

The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

**Texas Department of Transportation
Attention: District Maintenance Office
13301 Gateway Blvd. West
El Paso, Texas 79928**

ATTACHMENT C

General Terms and Conditions

Article 1. Additional Work

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed. The Local Government shall not perform any proposed additional work or incur any additional costs before the execution of an amendment.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

Article 2. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 3. Notice to Proceed

If Attachment A requires a notice to proceed, the Local Government shall not proceed with any work or incur any costs until TxDOT issues a written notice to the Local Government authorizing work to begin. Any costs incurred by the Local Government before receiving the notice are not eligible for reimbursement.

Article 4. Conflicts Between Agreements

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

Article 5. Nonconforming Work

If the Local Government submits work that does not comply with the terms of this contract, TxDOT shall instruct the Local Government to make any revisions that are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

Article 6. Termination

This contract terminates at the end of the contract term, when all services and obligations contained in this contract have been satisfactorily completed, by mutual written agreement, or 30 days after either party gives notice to the other party, whichever occurs first. TxDOT shall compensate the Local Government only for those eligible expenses that are incurred during this contract and that are directly attributable to the completed portion of the work covered by this contract and only if the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall neither incur nor be reimbursed for any new obligations after the date of termination.

Article 7. Funding

TxDOT shall pay for services from appropriation items or accounts from which like expenditures would normally be paid. Payments received by the Local Government shall be credited to the current appropriation items or accounts from which expenditures of that character were originally made. If for any reason subcontractors and suppliers, if any, are not paid before TxDOT reimburses the Local Government for their services, the Local Government shall pay the subcontractors and suppliers all undisputed amounts due for work no more than 10 days after the Local Government receives payment for the work unless a different time is specified by law. This requirement also applies to all lower-tier subcontractors and suppliers and must be incorporated in all subcontracts. If the Local Government fails to comply with this Article, TxDOT may withhold payments and suspend work until the subcontractors and suppliers are paid. The Local Government is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

Article 8. Basis for Calculating Reimbursement Costs

TxDOT will reimburse the Local Government for actual costs incurred in carrying out the services authorized in Attachment A, Scope of Services, subject to the cost categories and estimated costs set forth in Attachment B, Budget. TxDOT shall compensate the Local Government for only those eligible expenses incurred during this

contract that are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to TxDOT. The Local Government shall not incur or be reimbursed for any new obligations after the effective date of termination. The Local Government shall bill TxDOT for actual travel expenses, not to exceed the limits reimbursable under state law. Out-of-state or out-of-country travel by the Local Government requires prior approval by TxDOT.

Article 9. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

Article 10. Conflict of Interest

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

Article 11. Local Government Resources

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. On receipt of written notice from TxDOT detailing supporting factors and evidence, the Local Government shall remove from the project any employee of the Local Government who is incompetent or whose conduct becomes detrimental to the work. Unless otherwise specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

Article 12. Assignment Subcontracts

A subcontract may not be executed by the Local Government without prior written authorization by TxDOT. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this contract. No subcontract will relieve the Local Government of its responsibility under this contract. Neither party shall assign any interest in this agreement.

Article 13. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 14. Disputes

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

Article 15. Records and Ownership

- A. The Local Government agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs at its office during the contract period and for four years from the date of final payment under the contract or until any impending claims are resolved. These materials shall be made available for inspection and copying by TxDOT, by the State Auditor's Office, and by their authorized representatives. If the contract is federally funded, these materials shall also be made available for inspection and copying by the U.S. Department of Transportation, the Office of the Inspector General, and the Federal Highway Administration.
- B. After completion or termination of this contract, all documents prepared by the Local Government or furnished to the Local Government by TxDOT shall be delivered to and become the property of TxDOT. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, on request, to TxDOT without restriction or limitation of further use.
- C. TxDOT shall own all title to, all interests in, all rights to, and all intellectual property (including copyrights, trade and service marks, trade secrets, and patentable devices or methods) arising from or developed under this contract.

- ## Article 16. Reference to Costs Principles and Circulars

Article 17. Equal Employment Opportunity

Article 18. Civil Rights Compliance

- ### Interlocal Work Zone Enforcement

however, that in the event an Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Local Government may request the Texas Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

Article 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

Article 20. Cost Principles

The parties shall comply with the cost principles established in 2 CFR 200.

Article 21. Procurement and Property Management Standards

The parties shall adhere to the procurement standard established in 49 CFR §18.36 and with the property management standard established in 49 CFR §18.32.

Article 22. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

Article 23. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26. The Local Government's program is subject to approval by TxDOT.

Article 24. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by TxDOT, to furnish a copy of the certification in accordance with Title 49 CFR Part 29 (Debarment and Suspension).

Article 25. Lobbying Certification

In executing this agreement, each signatory certifies that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Developer shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.}

Article 26. Non-Discrimination Provisions

- A. **Relocation Assistance:** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects.
- B. **Disability:**
 - a. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. Seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27.
 - b. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by the Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- C. **Age:** The Age Discrimination Act of 1974, as amended, (42 U.S.C. § 6101 et. Seq.), prohibits discrimination on the basis of age.
- D. **Race, Creed, Color, National Origin, or Sex:**
 - a. The Airport and Airway Improvement Act of 1982 (49 U.S.C. § 4.71, Section 4.7123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex.
 - b. The Federal Aviation Administration's Nondiscrimination state (4 U.S.C. § 47123) prohibits discrimination on the basis of race, color, national origin, and sex.
 - c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et. seq.), prohibits discrimination on the basis of sex.
 - d. Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education program or activities (20 U.S.C. 1681 et. seq.).
- E. **Civil Rights Restoration Act:** The Civil Rights Restoration Act of 1987 (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs and activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not.
- F. **Minority Populations:** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority and low-income populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- G. **Limited English Proficiency:** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the Engineer must take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100).

Article 27. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ATTACHMENT E

Information Resources and Security Requirements

1. TYPES OF DATA

"TxDOT Data" means TxDOT information, data, records, and information to which a Contractor-Related Entity has access, has possession, or is otherwise provided to a Contractor-Related Entity by TxDOT, whether or not intended under or for the purposes of the agreement, including, without limitation, data generated or collected under this agreement, intellectual property created as a work for hire under this agreement, and Personal Identifying Information (as defined below).

TxDOT Data is classified into the four categories that control applicability of security standards: Public, Sensitive, Confidential, and Regulated. See Section 4 for Definitions.

Any data that a Contractor-Related Entity accesses and downloads from a TxDOT system, for use, manipulation, storage, or management is considered Confidential Data unless otherwise specified in writing by TxDOT.

2. DATA REQUIREMENTS

2.1 Data, Data Dictionaries, and Data Flow Diagrams

Contractor shall ensure that all TxDOT Data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, with documented data dictionaries, and data flow diagrams (including security protocols).

2.2 Data Transfer

- (a) At the completion of a deliverable, the Contractor shall transfer all TxDOT Data generated and stored for that deliverable to TxDOT in a manner and format acceptable to TxDOT and approved by TxDOT's Information Technology Division ("ITD").
- (b) All metadata associated with the TxDOT Data transferred must remain attached to that data.
- (c) Contractor shall maintain the appropriate level of data security throughout the transfer of the TxDOT Data.

2.3 Backup and Disaster Recovery

- (a) Contractor shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems equipment failure, or other disruption of business.
- (b) Contractor shall maintain a disaster recovery plan. Contractor is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Contractor's reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

2.4 Open Records Requests

Contractor shall not release Information in response to an open record request related to this agreement request unless TxDOT has approved the release in writing.

2.5 Encryption

For Sensitive, Confidential, and Regulated TxDOT Data, the Contractor shall ensure TxDOT Data is encrypted while in-transit and while at-rest in accordance with the TxDOT Controls Catalog Standard SC-13, Cryptographic Protection and SC-08, Transmission Confidentiality and Integrity security requirements.

2.6 Accessibility

Contractor shall ensure all products provided under this agreement comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code (TAC) Chapters 206 and 213.

3. INFORMATION RESOURCE AND SECURITY REQUIREMENTS

3.1 Information Security Safeguards

- (a) Contractor shall implement appropriate administrative, physical, and technical safeguards, in accordance with TxDOT's security requirements, that reasonably and appropriately protects the confidentiality, integrity, and availability of TxDOT Data.
- (b) Contractor shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's Information Resources security program pursuant to the TxDOT and DIR's Information Security Controls Catalog Standards.

3.2 Potential Cybersecurity Incident or Breach Notification

Contractor shall immediately report to TxDOT via the Report Cybersecurity Incident Page on TxDOT.gov, any potential cybersecurity incident or breach involving TxDOT Data (See Section 4, Definitions).

3.3 Demonstrating Compliance with Information Security Requirements

If required by TxDOT, prior to contract award, at renewal, and on a recurring basis, Contractor shall provide a TxDOT Security Questionnaire as documented in the contract. Additionally, upon reasonable notice to the Contractor, and if TxDOT determines that the Contractor has violated this agreement, TxDOT, directly or through its agent, may request an attestation, which may include additional attestations, and evidence that Contractor is in compliance with applicable laws, regulations, and standards outlined in 3.5.

3.4 Security Training

In accordance with Section 2054.5192 of the Texas Government Code, each Contractor-Related Entity that will access a TxDOT computer system or database must complete a TxDOT approved cybersecurity training program that is certified under Section 2054.5192 of the Texas Government Code. The training program must be completed during the term of the contract and during any renewal period. The Contractor shall provide verification of completion of the cybersecurity training program in a method designated by TxDOT.

3.5 Applicable Laws, Regulations, and Standards

Contractor shall perform the services in accordance with the following standards, notify TxDOT of situations where compliance is not achievable, and assist TxDOT with the prevention of security gaps or conflicts that could impair security performance. Contractor shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services. A non-exhaustive list of federal, state, and local laws and regulations that might be applicable includes the following.

- (1) DIR Security Controls Standard Catalog and applicable TxDOT Security Requirements
 - (A) For Public Data, TxDOT and DIR Security Controls Standards Catalog low baseline and applicable TxDOT security requirements.
 - (B) For Sensitive Data TxDOT and DIR Security Controls Standards Catalog low baseline with Sensitive overlay and applicable TxDOT security requirements.
 - (C) For Confidential Data, TxDOT and DIR Security Controls Standards Catalog moderate baseline and applicable TxDOT security requirements.
 - (D) For Regulated Data, TxDOT and DIR Security Controls Standards Catalog moderate

baseline, applicable TxDOT security requirements, and applicable regulated security requirements.

(2) TX-RAMP Requirements

- (A) Contractor shall ensure that any Contractor-Related Entities providing a Cloud Computing Service to TxDOT that creates, accesses, transmits, uses, or stores TxDOT Data must be authorized in the Texas Risk and Authorization Management Program ("TX-RAMP") if TxDOT determines TX-RAMP is required.**
- (B) TxDOT may approve the use of a TX-RAMP provisional status in lieu of a TX-RAMP certification. This approval is not effective unless approved in writing by the TxDOT Chief Information Security Officer ("CISO") and DIR.**
- (C) Applicable Contractor-Related Entities must achieve the following levels of authorization by the following dates for any new contract or renewal of existing contract:**
 - a. TX-RAMP Level 1 Status no later than January 1, 2024**
 - b. TX-RAMP Level 2 Status no later than January 1, 2022**

(3) State Laws and Regulations:

- (A) Texas Administrative Code, Chapter 202 - Information Security Standards**
- (B) Texas Administrative Code, Chapter 206 - State Websites**
- (C) Texas Administrative Code, Chapter 213 - Electronic and Information Resources**
- (D) Texas Government Code, Chapter 552 - Public Information**
- (E) Texas Government Code, Chapter 2054 - Information Resources**
- (F) Texas Penal Code, Chapter 33 - Computer Crimes**
- (G) For Confidential data, Texas Business and Commerce Code, Chapter 521 - Unauthorized Use of Identifying Information**
- (H) For Confidential data containing Protected Health Information, Texas Health and Safety Code, Chapter 181 - Medical Records Privacy**
- (I) For Regulated data containing Payment Card Industry ("PCI") information, the Payment Card Industry Data Security Standards ("PCI-DSS")**
- (J) For Regulated data containing Criminal Justice Information ("CJI"), the Criminal Justice Information Services ("CJIS") Security Policy**

3.6 Information Resources Technology

- (a) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Architectural Review Board ("ARB") prior to any development or design.**
- (b) Any proposed information resources technology that will be installed on any TxDOT owned equipment or that will access any TxDOT network must be reviewed and approved by the ITD Change Advisory Board ("CAB") prior to implementation or delivery.**

3.7 Information Resources Technology ("IRT") Procurements

ITD must approve all procurements of:

- (1) Information Resources Technology that will be owned by TxDOT.**
- (2) IT services for any environment that provides processing, storage, networking, management and the distribution of data to ensure alignment with Texas Government**

3.8 Prohibited Technologies

In accordance with the Texas Statewide Plan for Prohibited Technologies, Contractor shall not provide services, equipment, or systems to TxDOT determined to be a Prohibited Technology by TxDOT. A list of the entities currently determined to be Prohibited Technologies is available at:

https://ftp.txdot.gov/pub/txdot_it/cybersecurity/prohibited-technologies-list-cybersecurity.pdf

3.9 Background Checks Required for Access to TxDOT Data and TxDOT Systems

- (a) The contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access to any TxDOT system.
- (b) Contractor shall ensure that a Background Check is performed on each Contractor-Related Entity prior to that person receiving access in a Contractor-Related Entity Environment to TxDOT Data that requires a Moderate or High Security Baseline
- (c) A "Background Check" must include the following:
 - (1) Verification of Social Security number;
 - (2) All true alias names and counties
 - (3) Federal and county level checks for felony and misdemeanor arrest and convictions for the past seven years, including sentences of deferred adjudication - all names;
 - (4) Search of national criminal database - all names;
 - (5) Search of state and national sex offender registry - all names; and
 - (6) Search of the government sanction registry listings.
- (d) Contractor shall not allow any Contractor-Related Entity for which Contractor received any unfavorable result when conducting a Background Check to access TxDOT Data or any TxDOT System.
- (e) TxDOT may make exceptions to 3.9(d) on a case-by-case basis. Any exception granted by TxDOT must be in writing to be effective.
- (f) Upon request by TxDOT, Contractor shall provide documentation that demonstrates to TxDOT's satisfaction that Background Checks have been conducted as required and that no Contractor-Related Entity with one or more unfavorable results has received access to TxDOT Data or any TxDOT System.
- (g) Contractor shall immediately notify TxDOT if it learns of any change in status that might cause a Contractor-Related Entity to receive an unfavorable result from a Background Check.
- (h) If Contractor fails to meet the requirements of 3.9, TxDOT may terminate this contract immediately with no further liability to the Contractor.

3.10 Interconnection of TxDOT and Contractor-Related Entity Environment

If a Contractor-Related Entity has or will have one or more interconnections between an Information System in that Contractor-Related Entity's Environment and a TxDOT System or Systems, the Contractor shall execute or cause to be executed an Interconnection Security Agreement ("ISA") for each interconnection. An executed ISA must be provided to TxDOT for each new interconnection prior to connection.

- 3.11 Upon request by TxDOT, the Contractor shall provide any additional information or documentation that TxDOT determines is necessary to confirm a Contractor-Related Entity's compliance with this section. If Contractor fails to provide requested information as required, TxDOT may terminate this contract immediately with no further liability to the Contractor.

- 3.12 If completion of any of the requirements in this section requires obtaining information and/or action from a Contractor-Related Entity or other non-party entity, Contractor shall obtain the required information or action from that entity. For example, if the Contractor is a reseller of a Contractor-Related Entity's product or service, the Contractor is responsible for completing the TxDOT Security Questionnaire and the Contractor must obtain all the information or actions from the Contractor-Related Entity necessary for the Contractor to complete the questionnaire.

3.13 SOC 1 Type 2 and SOC 2 Type 2 Requirements

If a Contractor-Related Entity is determined to be providing a function that is a key internal financial control or has a material financial impact on the TxDOT financial statements, then the following are applicable:

- (a) Provide an Annual Report - Contract-Related entity must provide TxDOT the audit SSAE 18 Results within 15 days of Contract-Related receipt of final report from independent auditor. Licensor will engage a third party (the "Service Provider") to conduct an examination in accordance with Statement on Standards for Attestation Engagements No. 18, as established by the American Institute of Certified Public Accountants (AICPA), and commonly referred to as a Service Organization Controls (SOC) 1, relevant to controls related to the solution, and prepare a SOC 1 Type 2 report with respect thereto (the "SOC 1 Report").
- (b) In addition, Licensor will engage a Service Provider to conduct an examination in accordance with AT Section 101 of the Statement on Standards for Attestation Engagements to report on controls at a Service Organization relevant to security and availability, established by the AICPA ("AICPA Standards") and, subject to AICPA Standards, prepare a Type 2 service organization controls report with respect thereto (the "SOC 2 Report"). Once the SOC 1 Report and SOC 2 Report are each available, upon written request from Licensee, Licensor must make available Licensor personnel to discuss with TxDOT the reports. Other report types will not be considered to meet these requirements.

4. DEFINED TERMS

- 4.1 **"baseline"** means the set of minimum-security controls defined for a low-impact, moderate-impact, or high-impact information system. Information on applicable baselines is available at <https://www.txdot.gov/inside-txdot/division/information-technology/cybersecurity/cybersecurity-resources.html>.
- 4.2 **"Breach"** means "breach of system security" as defined in Section 521.053(a) of the Texas Business and Commerce Code, which defines breach of system security as "the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data."
- 4.3 **"Cloud Computing Service"** means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. Cloud computing is referenced in Texas Government Code Title 10, Subtitle D, Chapter 2157, Subchapter A, Section 2157.007 and is defined in NIST 800-145.
- 4.4 **"Confidential Information"** has the meaning provided in 1 Texas Administrative Code § 202.1(5), which states the confidential information means "information that must be protected from unauthorized disclosure or public release based on published laws or legal agreements." Information that is Confidential Information under this definition includes:
 - (a) Dates of birth of living persons
 - (b) Driver's license numbers

- (c) License plate numbers
 - (d) Credit card numbers
 - (e) Insurance policy numbers
 - (f) Attorney-Client communications
 - (g) Drafts of policymaking documents
 - (h) Information related to pending litigation
 - (i) Audit working papers
 - U) Competitive bidding information before contract awarded.
 - (k) Personal Identifiable Information
 - (l) Sensitive Personal Information
 - (m) Regulated data
 - (n) Information excepted from disclosure requirements of Chapter 552 of the Texas Government Code ("Texas Public Information Act") or other applicable state or federal law
 - (o) Compliance reports for which the Texas Attorney General has granted permission to withhold
 - (p) Investigative working papers and draft reports excepted from disclosure under Section 552.116 of the Texas Government Code
- 4.5 **"Contractor-Related Entity"** means Contractor; subcontractors; their employees, agents and officers; and all other persons for whom Contractor might be legally or contractually responsible.
- 4.6 **"Contractor-Related Entity Environment"** means an Environment for which TxDOT does not manage or control the system environment, servers, operating systems, or storage with the exception of user-specific configuration settings.
- 4.7 **"Data"** means the representation of facts; as the raw material of information that is used as a basis for reasoning, decision-making, discussion, or calculation.
- 4.8 **"Data Dictionary"** means a directory of the definitions, purpose, policies and structure about data. It is a compilation of information about the data owned by the enterprise. It describes every data item in a database in enough detail for users and application developers to know what the data is and how to make use of it.
- 4.9 **"Environment"** means an aggregate of procedures, conditions, and objects affecting the development, operation, and maintenance of an information system.
- 4.10 **"Information"** means data, regardless of form, that is created, contained in, or processed by information resources facilities, communications networks, or storage media.
- 4.11 **"Information Resources Technology"** means data processing and telecommunications hardware, software, services, supplies personnel, facility resources, maintenance and training that are employed, designed, built, operated, and maintained to collect, record, process, store, retrieve, display, and transmit information.
- 4.12 **"Information System"** means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. An Information System normally includes, but is not limited to, hardware, software, network infrastructure, information, applications, communications, and people.
- 4.13 **"Personal Identifying Information"** means information that alone or in conjunction with other information identifies an individual, including an individual's:

- (a) Name, social security number, date of birth, or government-issued identification number;
 - (b) Mother's maiden name;
 - (c) Unique biometric data, including the individual's fingerprint, voice print, and retina or iris image; and
 - (d) Unique electronic identification number, address, or routing code.
- 4.14 **"Potential Cybersecurity Incident"** means an event which may result in the accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
- 4.15 **"Public Data"** means Data that is subject to public disclosure pursuant to the Texas Public Information Act and freely and without reservation made available to the public.
- 4.16 **"Public information"** means information written, produced, collected, assembled, or maintained by or for a governmental body, including information held by individual officers or employees of a governmental body, in connection with the transaction of official TxDOT business. This includes information that is held by contractors and consultants and that TxDOT owns, to which TxDOT has a right of access, or on which public money was spent for the purpose of writing, producing, collecting, assembling, or maintaining the information. Public information includes any electronic communication created, transmitted, received, or maintained on any device if the communication is in connection with the transaction of official business. Public information may be stored in any medium and may exist in forms such as books, papers, letters, documents, e-mails, Internet postings, text messages, instant messages, printouts, photographs, maps, drawings, and audio and video recordings. Public information does not include tangible items, such as computers or guardrails.
- 4.17 **"Regulated Data"** means information for which the use and protection of is dictated by a state or federal agency or by third party agreements.
- 4.18 **"Sensitive Data"** means information that could be subject to release under an open records request, but should be controlled to protect third parties, and should be vetted and verified before release. At TxDOT, this could include operational information, personnel records, research, or internal communications.
- 4.19 **"Sensitive Personal Information"** has the meaning provided by Section 521.002(2) of the Texas Government Code, which defines sensitive personal information as:
- (a) An individual's first name or first initial and last name in combination with any one or more of the following items, if the name and item are not encrypted:
 - (1) Social Security Number
 - (2) Driver's license number or government-issued identification number; or
 - (3) Account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or
 - (b) Information that identifies an individual and relates to:
 - (1) The physical or mental health or condition of the individual;
 - (2) The provision of health care to the individual; or
 - (3) Payment for the provision of health care to the individual.
- 4.20 **"TxDOT Security Questionnaire"** means a cybersecurity and privacy questionnaire that provides TxDOT ITD necessary information for third party attestation in accordance with TxDOT requirements.

- 4.21 **"TxDOT System"** means an Information System that is owned, managed, or maintained by TxDOT or on behalf of TxDOT.



Legislation Text

File #: 25-571, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution authorizing the Mayor to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the third and final one (1) year term of the three one (1) year renewal options.

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



DEPARTMENT: Fire Department

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Jonathan P Killings

PHONE NUMBER: 915-212-5665

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

Goal 2 Set eh Standard for a Safe and Secure City

SUBGOAL:

2.3 Increase Public Safety Operational Efficiency

SUBJECT:

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the third and final one (1) year term of the three one (1) year renewal options.

BACKGROUND / DISCUSSION:

The resolution to authorize the mayor to exercise the option of the third and final one-year term renewal for this agreement between the City and UMC for the Mobile Stroke Unit.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

The initial agreement was signed in May 25, 2021, an amendment was agreed upon on December 13, 2022. The first one-year term renewal was signed on June 20, 2023. The second one-year term renewal was signed on May 21, 2024, and if approved this is the third and final one-year term renewal of this contract.

AMOUNT AND SOURCE OF FUNDING:

The City will provide an EMT-B and EMT-P for staffing and perform routine preventive service maintenance on the unit. in return the city will be compensated up to \$130K for staffing and \$7K for preventive maintenance

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Jonathan P Killings Digitally signed by Jonathan P Killings
Date: 2025.04.24 13:15:16 -06'00'

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

RESOLUTION

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

That the Mayor be authorized to exercise the option to renew the term of the Interlocal Agreement between the City of El Paso ("City") and the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$130,000.00 annually for the City's staffing services and separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for the third and final one (1) year term of the three one (1) year renewal options.

ADOPTED THIS _____ DAY OF _____ 2025.

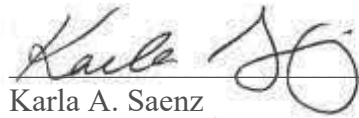
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

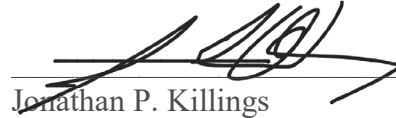
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla A. Saenz
Assistant City Attorney

APPROVED AS TO CONTENT:



Jonathan P. Killings
Fire Chief



April 8, 2025

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

BY CERTIFIED MAIL

RE: Notice of Renewal of Interlocal Agreement regarding Mobile Stroke Unit

The El Paso County Hospital District d/b/a University Medical Center of El Paso (“**UMC**”) and the City of El Paso, Texas entered into a certain Interlocal Agreement regarding UMC’s mobile stroke unit, with an effective date of May 25, 2021 (the “**Agreement**”). Pursuant to Section 2, paragraphs B and C of the Agreement, with this letter, UMC hereby sends notice of its intent to renew the Agreement for one additional year (a “**Renewal Period**”). The renewal term will terminate on May 24, 2026, unless terminated at an earlier date pursuant to the Agreement. UMC notes that this is the third and final Renewal Period allowed under the Agreement.

We thank you for the services that you have provided to UMC.

Sincerely,

R. Jacob Cintron
President & Chief Executive Officer

Reviewed by Legal Department:

Idaly Rios

Idaly Rios, Staff Attorney

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

UMC contract no. 13040, renewal of UMC contract no. 8548

6

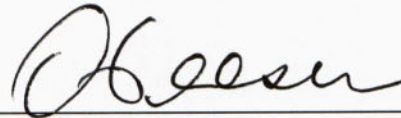
RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement by and between the City of El Paso ("City") and our Communities of Excellence partner, the El Paso County Hospital District d/b/a University Medical Center ("UMC") for the City to provide certain personnel and routine ambulance vehicle maintenance services for UMC's Mobile Stroke Unit in exchange for UMC paying the City an amount not to exceed \$100,000.00 annually for the City's staffing services and a separate amount not to exceed \$7,200.00 annually for the City's routine ambulance vehicle maintenance services, for an initial term of two (2) years beginning on June 1, 2021, subject to three one (1) year renewals.

PASSED and APPROVED this 25th day of may, 2021.

CITY OF EL PASO



Oscar Leaser
Mayor

ATTEST:



Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Mario M. D'Agostino, Fire Chief
El Paso Fire Department

6

THE STATE OF TEXAS	§	INTERLOCAL AGREEMENT
	§	
COUNTY OF EL PASO	§	BETWEEN THE CITY OF EL PASO, TEXAS AND THE EL PASO COUNTY HOSPITAL DISTRICT D/B/A UNIVERSITY MEDICAL CENTER OF EL PASO FOR THE OPERATION OF A MOBILE STROKE UNIT

This Interlocal Agreement (“**Agreement**”) is made this 25th day of May, 2021 (“**Effective Date**”) between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas (“**City**”), and the El Paso County Hospital District D/B/A University Medical Center of El Paso, a political subdivision organized and existing under the laws of the State of Texas (“**UMC**”). For the convenience of the parties, all defined terms appear in **bold face** print when first defined.

WHEREAS, the Texas Interlocal Cooperation Act, V.T.C.A., Government Code §791.001, *et seq.* allows local governments and political subdivisions of the state to contract among each other for the provision of governmental functions and services; and

WHEREAS, the City and UMC are authorized to enter into this Agreement pursuant to said Interlocal Cooperation Act for purposes of providing governmental services for the advancement of public health and welfare; and

WHEREAS, the City’s Fire Department staffs, manages and maintains the City’s ambulance fleet, and is ready and capable of providing ambulance services to the local community; and

WHEREAS, UMC owns and operates a Mobile Stroke Unit (“MSU”) and seeks to offer specialized ambulance services with that MSU to the local community; and

WHEREAS, City and UMC may be referred to herein individually as a “Party” or collectively as the “Parties”, and

WHEREAS, under the terms of this Agreement, the Parties are engaging in a governmental function by facilitating emergency medical services for the benefit of the residents of El Paso, Texas.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

SECTION 1. PURPOSE.

- A. The City will provide emergency services personnel and MSU maintenance services to UMC in accordance with the provisions detailed in **Attachment “A” (“Work”)**.

- B. UMC will respond to possible stroke emergency incidents upon the request of the Fire Chief or his designee, and will perform the services detailed in **Attachment "B"** ("Mobile Stroke Unit").
- C. UMC will pay the City for the City's emergency service personnel who drive and work on the MSU, and City personnel who provide labor on the MSU, plus parts and supplies for routine maintenance costs for the MSU in accordance with the provisions set out in **Attachment "C"**.
- D. The Parties agree that the MSU will transport the patient to the closest most appropriate hospital as time is of the essence in transporting suspected stroke patients. Transportation and treatment decisions shall be made in accordance with the usual and customary medical practices of the medical community and all applicable laws and regulations. UMC shall file a copy of its treatment protocols and transport policies with the Fire Chief and shall forward any changes in such protocols or procedures no less than five (5) business days prior to implementation of same.
- E. Attending to the Customer. All patient care and transport decisions are the responsibility of the highest medically trained and highest credentialed person on the scene. After a complete patient assessment and if the patient is stable, patient will be attended by the most appropriate certified medical professional.

SECTION 2. TERM.

- A. This Agreement will commence on the Effective Date and will be for a two (2) year term ("**Term**").
- B. Renewal Period. This Agreement may be renewed for one year a total of three (3) times if both Parties agree. If UMC intends to renew this Agreement, then it must send a notice of intent renew to the City at least ninety (90) calendar days before the Term or any renewal period of this Agreement expires.
- C. Notwithstanding Section 2, Paragraph B of this Agreement, prior to the expiration of the Term or any renewal period, the City Manager is authorized to grant a ninety (90) day extension of this Agreement under the same terms and conditions in effect at the time that UMC makes its written renewal, whether or not UMC timely submits its renewal request notice.
- D. UMC understands, agrees, and accepts that the City reserves its rights to require: a) that the terms, conditions, and provisions of this Agreement be modified upon UMC's request for renewal of the Agreement and b) that UMC submit additional information and documents as conditions for renewing this Agreement.

SECTION 3. UMC STATUS AS A HOSPITAL DISTRICT.

- A. Hospital District and Assumed Name. UMC shall, forward to and maintain on file with the Fire Chief documentation showing UMC's status as a hospital district in the State of Texas and a written statement of any name by which it does business if different than the hospital district entity name within fifteen (15) business days of the grant of this Agreement, unless required to be performed at an earlier time by other legal provisions.
- B. Any additions or changes in the information, which is required to be submitted to the City pursuant to this section, shall be forwarded in written form by UMC to the Fire Chief within thirty (30) calendar days of such changes.
- C. Non-compliance and Revocation. Failure to comply with this section shall constitute a material breach by UMC and shall constitute grounds for termination of this Agreement by the City.

SECTION 4. NO INDEMNIFICATION.

- A. The Parties agree that neither Party will have the right to seek indemnification or contribution from the other Party for any losses, costs, expenses, or damages arising from this Agreement.
- B. Each Party must handle any claims resulting from their actions in this Agreement.
- C. Each Party agrees that each will be responsible for the acts or omissions of its respective representatives.
- D. NEITHER PARTY IS AGREEING TO WAIVE IMMUNITY OR TO EXPAND ANY EXISTING WAIVER OF IMMUNITY, OF ANY KIND OR NATURE, FROM SUIT OR LIABILITY.

SECTION 5. INSURANCE.

- A. UMC shall be required to obtain, and maintain in effect through the Term and any of the renewal periods of this Agreement, insurance coverage for motor vehicle liability and professional liability that meets the requirements set forth in Title 25, § 157, Texas Administrative Code.
- B. If UMC self-insures, it shall submit evidence of financial responsibility by self-insuring to the limit imposed by the tort claims provisions of the Texas Civil Practice and Remedies Code.
- C. If UMC obtains an insurance policy, it shall be written by an insurance company authorized to do business in Texas.

- D. City understands that UMC is a political subdivision of the State of Texas and is governed by the Texas Tort Claims Act ("TTCA"), Chapter 101, Civil Practice and Remedies Code. As such, City understands and agrees that UMC provides coverage to its medical professionals up to the limits on liability set forth in the TTCA: \$100,000.00 per individual and \$300,000.00 per single occurrence for bodily injury or death.
- E. UMC shall not operate its service during any period for which: 1) its insurance lapses for any reason; 2) its insurance is suspended, revoked or canceled; or 3) the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this Agreement. Failure to keep the policy in full force and effect throughout the term of this Agreement shall be grounds for termination of the Agreement.
- F. UMC shall forward to the Fire Chief a copy of each certificate of insurance issued or evidence of self-insurance within ten (10) business days after the execution of this Agreement and as such, policy or policies are modified, renewed, suspended or canceled.

SECTION 6. TERMINATION.

- A. This Agreement may be terminated as provided in this section.
 - 1. **TERMINATION FOR CONVENIENCE.** Either Party may terminate this Agreement for any reason by sending a written notice to the non-terminating party at least ninety (90) calendar days before termination.
 - 2. **TERMINATION BY EITHER PARTY FOR CAUSE.** Either Party may terminate this Agreement if one Party fails to fulfill the obligations set out in this Agreement. Before terminating this Agreement pursuant to this provision the terminating party will provide written notice of intent to terminate enumerating the failures for which the termination is being sought and provide at least ninety (90) calendar days to the non-terminating party to cure such failure. In the event the appropriate State agency suspends or revokes the required ambulance license, all activity under this Agreement shall cease until such time as said license has been reinstated by the State agency.
- B. Upon termination of this Agreement for any reason, the MSU shall cease service until UMC enters into an ambulance franchise agreement with the City with regard to the MSU ambulance services. UMC shall not operate the MSU without city personnel unless UMC has a franchise agreement with the City.

SECTION 6. 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. **DRIVER'S LICENSE REQUIRED.** Anyone driving the MSU must possess at all times a valid driver's license.
- C. **CURRENT REVENUES.** Pursuant to Section 791.011(d)(3), Texas Government Code, each Party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.
- D. **INDEPENDENT CONTRACTOR RELATIONSHIP.**
1. This Agreement does not create an employee-employer relationship between UMC and the City. As such, neither Party is subject to the liabilities or obligations obtained by the other under the performance of this Agreement.
 2. In carrying out the terms of this Agreement, UMC shall employ its own personnel, and such employees shall be and act under the exclusive and complete supervision and control of their employer, save any personnel contracted from the City under the terms of this Agreement that shall provide services to UMC as independent contractors.
- E. **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. Whenever this agreement shall set forth any time for an act to be performed by or on behalf of a Party, the time shall be deemed of the essence and any failure within the control of the Party to perform within the time allotted shall be sufficient ground for the possible termination of the Agreement pursuant to Section 6 of this Agreement.
- F. **NOTICES.** The parties will send all notices required by this Agreement in writing, postmarked, and delivered by certified mail. All notices are considered received three (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:

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: Fire Chief P. O. Box 1890 El Paso, Texas 79950-1890
To UMC:	President & CEO University Medical Center of El Paso Attn: President & CEO 4815 Alameda Ave. El Paso, Texas 79901

G. CONFIDENTIALITY.

1. The Parties agree to maintain and secure the confidentiality of the patients' protected health information as mandated by the Health Insurance Portability and Accountability Act ("HIPAA"). As City will have access to patient health information ("PHI"), the Parties agree to the Business Associate Agreement attached as **Attachment "D"** to this Agreement.
2. UMC 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). In the event either party receives a request under the Texas Public Information Act for information the parties have agreed to be confidential either under this Agreement or otherwise excepted from disclosure under Chapter 552, Texas Government Code, the party shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that either Party may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that either Party, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that either Party, its officers and employees shall have no liability to the other Party for disclosure to the public in reliance on a decision by the Attorney General.

3. **Customer Medical Records and Privacy.** UMC shall be responsible for protecting the rights of customers as set forth in the Emergency Health Care Act, Texas Health and Safety Code, Section 773.001 *et. seq.*, and other applicable laws, as amended.

H. **GOVERNING LAW.** This Agreement is governed by Texas law.

I. **VENUE.** The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

J. **JUDICIAL RELIEF, COSTS AND ATTORNEY'S FEES.** In addition to all remedies provided in this Agreement, the City or UMC shall have the right to apply to any court of competent jurisdiction to secure judicial relief, as it shall deem proper. Each Party shall pay its own costs and attorney's fees.

K. **SEVERABILITY.** A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

L. **HEADINGS.** The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

M. **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.

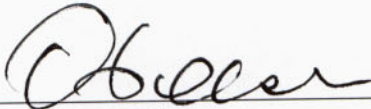
1. The MSU must comply fully with Texas Department of State Health Services requirements for Specialized Emergency Medical Service Vehicle, as amended.
2. **Non-Discrimination.** UMC shall not refuse mobile stroke ambulance transport service to any person or customer who requests the service for a lawful purpose and which UMC has the ability to render. UMC shall not, as to rates, charges, quality of service, or in any other respect, make or grant any unreasonable preference or advantage, nor subject any person to any prejudice or disadvantage.
3. **Personnel and EEOC.** The Parties shall strictly adhere to the equal employment opportunity requirements of federal and state statutes and local regulations, and laws related to nondiscrimination in effect at the time of the Effective Date and as amended.

- N. **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.
- O. **SUCCESSORS AND ASSIGNS.** This Agreement is binding on the City and UMC, and UMC's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement.
- P. **THIRD-PARTY BENEFICIARIES.** There are no third party beneficiaries for this Agreement.
- Q. **AMENDMENTS.** This Agreement may only be amended by written agreement signed by both Parties.
- R. **PROVISIONS SURVIVING THIS AGREEMENT.** Representations, releases, warranties, covenants, indemnities, and confidentiality survive past the execution, performance, and termination of this Agreement.
- S. **REPRESENTATIONS AND WARRANTIES.** The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.
- T. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties.

Signature page for the City of El Paso, Interlocal Agreement between the City of El Paso and the El Paso County Hospital District d/b/a University Medical Center of El Paso.



APPROVED this 25th day of May 2021.

CITY OF EL PASO



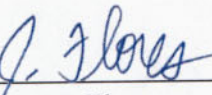
Oscar Leeser, Mayor

ATTEST:

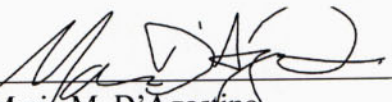
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

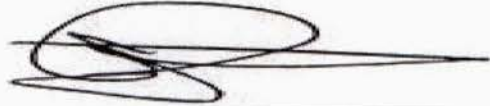
APPROVED AS TO CONTENT:



Mario M. D'Agostino
Fire Chief

Signature page for the El Paso County Hospital District d/b/a University Medical Center of El Paso , Interlocal Agreement between the City of El Paso and the the El Paso County Hospital District d/b/a University Medical Center of El Paso.

**UNIVERSITY MEDICAL CENTER OF
EL PASO**



R. Jacob Cintron, President/CEO

Reviewed by Legal Department:



Ryan Kerr, Attorney

ATTACHMENT "A"

OBLIGATIONS OF THE CITY

A. The City's Staffing Services: The City will provide the following staffing services for UMC pursuant to the following terms and conditions:

1. The City agrees to provide staff as described in this Attachment "A", under the terms of this Agreement, no less than forty (40) hours per week, during MSU service periods, throughout the Term and any renewal period of this Agreement
2. The City, by and through the El Paso Fire Department ("EPFD") will provide an adequate pool of EMT-Paramedics to assure that the MSU is staffed by one EMT-Paramedic throughout MSU service periods to provide appropriate medical services consistent with EMT-Paramedic training and license requirements and to drive the MSU during the service periods.
 - a. The EPFD will provide UMC with a list of eligible employees to staff and drive an MSU, including names and EMT-Paramedic license credentials and certification/license number.
3. The City will communicate to its EMT-Paramedics assigned to staff and drive the MSU that they will wear their appropriate EPFD EMT-Paramedic uniform while on duty on the MSU.
4. The City will communicate to its EMT-Paramedic assigned to staff and drive the MSU that said EMT-Paramedics will supply any equipment normally supplied by the City to City EMT-Paramedic in the performance of his duties.
5. The City will pay all payrolls, payroll taxes (including by not limited to Federal Social Security Taxes, Federal and State Unemployment Taxes and State Workers Compensation Taxes), insurance premiums, license fees, fingerprinting costs, outfitting expenses, and all other expenses of the City or City's employee in performing under this Agreement.
6. **Licensure/Certification/Registration:** The City shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the City. The City agrees to give written notice to UMC within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.

Evidence of such licensing, certification or registration, if applicable, shall be submitted to UMC upon request.

7. **Code of Conduct.** City staff shall conduct themselves in a professional manner and abide by all applicable laws and regulations while the MSU is in service.

B. The City's MSU Maintenance Services: The City will provide the following MSU maintenance services for UMC pursuant to the following terms and conditions:

1. Upon request from UMC, EPFD will provide solely preventative maintenance on the MSU, including but not limited to the changing of engine oil, transmission fluid and other fluids as necessary, air filters, oil filters, belts and other items which are routinely inspected, maintained or changed for preventative maintenance according to manufacture recommendations.
2. The City shall not perform MSU maintenance (meaning either labor or cost of materials or part necessary to perform maintenance) in excess of the annual dollar amount set forth in Attachment "C".
3. The City shall not perform any maintenance on the MSU's medical equipment.

ATTACHMENT "B"
OBLIGATIONS OF UMC

A. UMC's Obligations: UMC will provide the Mobile Stroke Unit services in response to request of the Fire Chief or designee for possible stroke emergency incidents, pursuant to the following terms and conditions:

1. Availability of Service. UMC will offer the service at a minimum of forty (40) hours per week to the general public within the City of El Paso. This timeframe may be adjusted due to unit availability, i.e. maintenance, staffing and continuous education needs. The Parties will notify their personnel staffing the MSU that staff shall use their best efforts to schedule continuous education and maintenance at times that do not conflict with their MSU service. UMC shall notify the Fire Chief or designee when the unit becomes unavailable for service.
2. MSU Equipment. The MSU shall include the following equipment:
 - a. UMC shall equip the MSU with a radio capable of maintaining direct radio communication with the EPFD Communications Center through either an 800MHz trunked commercial radio system. UMC shall so equip each ambulance at its sole expense and such radios shall be used to coordinate emergency communications with EPFD when responding to an incident as directed by the Fire Chief or when an emergency is encountered with in the Service Area.
3. UMC shall bill and collect charges for services from the patient or responsible party at UMC's sole expense.
4. UMC will provide all equipment and supplies not normally supplied by the City to City EMT-Paramedic for the function of the MSU.

B. In exchange for the MSU maintenance services provided to UMC by the City, UMC agrees to pay to the City the price set forth in Attachment "C" for the City's labor and the cost of the materials and parts necessary to perform maintenance.

C. Permits. UMC shall obtain and maintain, at its own expense, all required permits and licenses necessary for the operation of UMC's service under applicable laws and the terms of this Agreement.

D. Licensure/Certification/Registration: UMC shall, at all times during the term of this Agreement, satisfy all State and federal certifications, regulations, or licensure

requirements and render services under this Agreement in compliance with all applicable statutes, regulations, standards, rules, and directives of state, federal, and other governmental and regulatory bodies having jurisdiction over the MSU service offered to the public.

1. UMC shall give written notice to the City within five (5) business days in the case of suspension or revocation, or initiation of any proceeding that could result in any change in the status, suspension or revocation, of such licensure, certification, or registration.
2. Evidence of such licensing, certification or registration, if applicable, shall be submitted to the City upon request.
3. The basis set forth by the State of Texas for the suspension, revocation, or non-renewal of UMC's required license(s) shall not constitute a reasonable basis for the cancellation, termination or revocation of this Agreement by the City of El Paso; instead, it will constitute a suspension of the MSU service until such time as the license suspension, revocation or non-renewal is resolved.

E. UMC STAFF

1. Uniforms. UMC's MSU staff shall be required to wear uniforms while performing duties associated with the transportation and care of a customer. Uniform style and color provided by UMC shall have the prior written approval of the Fire Chief and shall not resemble the uniform of the Fire Department. UMC shall assure that its MSU personnel, when on the MSU or when on the scene of an emergency involving the MSU services, shall wear medical scrubs or other appropriate professional emergency medical attire (no cartoons or distracting images) and that they are prominently identified by the individual's last name and first initial of the first name, the certification of license level and the EMS Provider's name.
2. Representation as EMT. Neither UMC nor its employees shall hold out to the public in any manner that they are trained Emergency Medical Technicians or Paramedics unless they have been so certified by the Texas Department of State Health Services, Emergency Medical Services Division.
3. As a complement to the EMT-Paramedic provided by the City for MSU staffing purposes, UMC shall provide any other personnel needed to sustain current level of care for the patient as determined by the attending physician.

F. Statement from Physician; Reportable Communicable Diseases. If an individual employed by either Party contracts a communicable disease which is required to be reported to

appropriate federal, state or local health authorities, the Party employing the individual shall immediately notify the other Party that the individual is unable to perform their duties and shall, prior to permitting the individual to resume his or her duties, submit to the other Party, a physician's statement that the individual has recovered from his or her illness and may resume providing care as permitted by those laws governing emergency medical personnel and communicable diseases.

ATTACHMENT "C"

CONSIDERATION

A. UMC will pay City the following amount for staffing of the MSU:

1. \$31.50 per hour worked, as a staffing fee ("Staffing Fee") which shall not exceed \$100,000.00 annually.

B. UMC will pay City the following amount for maintenance of the MSU:

1. \$65.00 per hour for City labor and the cost of materials and parts necessary to perform the maintenance, which shall not exceed \$7,200.00 annually.

C. Payment shall be provided to the City by UMC as follows:

1. The City shall request payment from UMC via invoice to UMC's Accounts Payable Department. The City shall submit its invoice on a monthly basis to UMC to account for all City employees utilized to staff the MSU, and for City labor and costs of materials and parts necessary to perform the MSU maintenance. All City invoices will reference this Agreement and the Effective Date of this Agreement.
2. Payment in full shall be due to the City from UMC within forty-five (45) calendar days of receipt of an invoice from the City.

ATTACHMENT "D"

- A. HHS PRIVACY REGULATIONS. The Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information (Privacy Rule), as amended by the HITECH Act and regulations promulgated thereunder by the U.S. Department of Health and Human Services, and any subsequent amendments or modifications thereto (collectively, "HIPAA"); see 45 CFR Part 160 and Subparts A and E of Part 164, requires that City offer assurances to UMC that the City will safeguard any protected health information received or created on behalf of the City. Pursuant to this requirement, the following is set forth:
1. Definitions. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear, or as provided in (l)(h) to this Section.
 - a. Agreement shall refer to this document.
 - b. Business Associate means City.
 - c. HHS Privacy Regulations shall mean the Code of Federal Regulations ("C.F.R.") at Title 45, Sections 160 and 164, in effect, or as amended.
 - d. Individual shall mean the person who is the subject of the Information, and has the same meaning as the term "individual" as defined in 45 C.F.R. 160.103, as amended.
 - e. Information shall mean any "health information" provided and/or made available by UMC to BUSINESS ASSOCIATE, and has the same meaning as the term "health information" as defined by 45 C.F.R. 160.103, as amended.
 - f. Parties shall mean UMC and BUSINESS ASSOCIATE.
 - g. Secretary shall mean the Secretary of the Department of Health and Human Services ("HHS") and any other officer or employee of HHS to whom the authority involved has been delegated.
 - h. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and 164, in effect, or as amended: breach, data aggregation, designated record set, disclosure, health care operations, protected health information, required by law, subcontractor, and use.

2. Limits on Use and Disclosure Established by Terms of Agreement. BUSINESS ASSOCIATE hereby agrees that it shall be prohibited from using or disclosing the Information provided or made available by UMC for any other purpose other than as expressly permitted or required by this Agreement (ref. 45 C.F.R. 164.504(e)(2).)
3. Stated Purposes for which BUSINESS ASSOCIATE May Use or Disclose Information. The Parties hereby agree that BUSINESS ASSOCIATE shall be permitted to use and/or disclose Information provided or made available from UMC for the following stated purposes: to provide ambulance, public health, and related support services (service) to the community of the CITY for the mutual benefit and general welfare of BUSINESS ASSOCIATE and UMC (ref. 45 C.F.R. 164.504(e)(2); 65 Fed. Reg. 82505.)
4. Use of Information for Management, Administrative and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to use Information if necessary for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE. (ref. 45 C.F.R. 164.504(e)(4)(i)(A-B)).
5. Disclosure of Information for Management, Administration and Legal Responsibilities. BUSINESS ASSOCIATE is permitted to disclose Information received from UMC for the proper management and administration of BUSINESS ASSOCIATE or to carry out legal responsibilities of BUSINESS ASSOCIATE, provided:
 - a. The disclosure is required by law; or
 - b. The BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, the person will use appropriate safeguards to prevent use or disclosure of the information, and the person immediately notifies the BUSINESS ASSOCIATE of any instance of which it is aware in which the confidentiality of the information has been breached. (ref. 45 C.F.R. 164.504(e)(4)(ii)).
6. Data Aggregation Services. BUSINESS ASSOCIATE is also permitted to use or disclose Information to provide data aggregation services, as that term is defined by 45 C.F.R. 164.501, relating to the health care operations of UMC. (ref. 45 C.F.R. 164.504(e)(2)(i)(B)).
7. BUSINESS ASSOCIATE OBLIGATIONS:
 - a. Limits on Use and Further Disclosure Established by Agreement and Law. BUSINESS ASSOCIATE hereby agrees that the Information provided or made available by UMC shall not be further used or disclosed other than as permitted or required by the Agreement or as required by law. (ref. 45 C.F.R. 164.504(e)(2)(ii)(A)).

- b. Appropriate Safeguards. BUSINESS ASSOCIATE will establish and maintain appropriate safeguards to prevent any use or disclosure of the Information, other than as provided for by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(B)).
- c. Reports of Improper Use or Disclosure. BUSINESS ASSOCIATE hereby agrees that it shall report to UMC within two (2) business days of discovery any use or disclosure of Information not provided for or allowed by this Agreement. (ref. 45 C.F.R. 164.504(e)(2)(ii)(C)).
- d. Subcontractors and Agents. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, BUSINESS ASSOCIATE agrees to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of BUSINESS ASSOCIATE agree in writing to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such Information.
- e. Right of Access to Information. BUSINESS ASSOCIATE hereby agrees to make available and provide a right of access to Information by an Individual. This right of access shall conform with and meet all of the requirements of Section 181.102 of the Texas Health and Safety Code, requiring that not later than the 15th business day after the date of the receipt of a written request from a person for the person's electronic health record, BUSINESS ASSOCIATE shall provide the requested record to the person in electronic form unless the person agrees to accept the record in another form, and with any further requirements of 45 C.F.R. 164.524, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504(e)(2)(ii)(E)).
- f. Correction of Health Information by Individuals. BUSINESS ASSOCIATE shall, upon receipt of notice from the UMC, amend or correct protected health information (PHI) in its possession or under its control.
- g. Amendment and Incorporation of Amendments. BUSINESS ASSOCIATE agrees to make Information available for amendment and to incorporate any amendments to Information in accordance with 45 C.F.R. 164.504(e)(2)(ii)(F).
- h. Provide Accounting. BUSINESS ASSOCIATE agrees to make Information available as required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, including substitution of the words "COVERED ENTITY" with BUSINESS ASSOCIATE where appropriate. (ref. 45 C.F.R. 164.504 (e)(2)(ii)(G)).

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

- 8. Property Rights. The Information provided by UMC to the BUSINESS ASSOCIATE shall be and remain the property of UMC. BUSINESS ASSOCIATE agrees that it

acquires no title or rights to the Information, including any de-identified Information, as a result of this Agreement.

9. Modifications. UMC and BUSINESS ASSOCIATE agree to modify this Business Associate Agreement, in order to comply with Administrative Simplification requirements of HIPAA, as set forth in Title 45, Part 164, of the Code of Federal Regulations, as amended.
10. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by HHS with respect to PHI, this Business Associate Agreement shall automatically amend such that the obligations imposed on BUSINESS ASSOCIATE as a Business Associate remain in compliance with such regulations.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-492, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

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

AGENDA LANGUAGE:

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

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

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

ATTACHMENT A

SOLID WASTE LIENS

May 13, 2025

Address	Owner of Record	Amount	District
U819-999-011E-0029	DANDADE USHA P MD & PRITAM B MD	\$607.00	1
S987-999-0120-1100	TROPICANA DEVELOPMENT INC	\$308.00	1
S987-999-0090-1900	TROPICANA DEVELOPMENT INC	\$326.00	1
401 CLAYTON RD	BARRAZA JESUS F	\$602.00	1
880 WEST GATE DR	HORIZONTE RESIDENTIAL DEVELOPERS LLC	\$471.00	1
5772 ETHEL RD	BENAVIDEZ GABRIEL	\$1,789.00	1
S564-999-0010-2400	ESCOBAR ENRIQUE	\$668.00	1
117 TOBIN PL	SANCHEZ GREGORIO & CRUZ P	\$457.00	2
4317 CUMBERLAND AVE	SILVA RICHARD P & AMABILIA	\$314.00	2
3319 MONTANA AVE	BARRAGAN HECTOR M & ROSA	\$395.50	2
124 S CAROLINA DR	CASTILLO HUGO B	\$364.00	3
133 S LITTLE FLOWER RD	GUERRA WENTY	\$327.00	3
9457 E B TAULBEE DR	HARBECK LINDA L	\$340.50	4
5986 EQUINOX CT	GARCIA SUSANA	\$1,395.25	4
11968 MESQUITE LAKE LN	BERGER VALERIA A	\$420.50	4
164 ARANDA LN	SALDIVAR ARMANDO A	\$447.00	7
241 ELVIN WAY	HOLGUIN ILIANA N	\$278.00	7
8401 ROSEWAY DR	SALDIVAR SOLEDAD	\$312.00	7
8403 ROSEWAY DR	SALDIVAR SOLEDAD	\$735.00	7
8407 ROSEWAY DR	SALDIVAR SOLEDAD	\$322.00	7
9858 LILLY DR	QUINONEZ MARIA M (LE) & ALMANZA LORENZO	\$349.00	7
712 S MESA ST	ESCOBAR ENRIQUE	\$483.00	8

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, DANDADE USHA P MD & PRITAM B MD, 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:

Tr 9-F (7.8335 Ac), Block 11, Upper Valley Subdivision, City of El Paso, El Paso County, Texas, PID #U819-999-011E-0029

to be \$607.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of July, 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 SIX HUNDRED SEVEN AND 00/100 DOLLARS (\$607.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

Lot 11, Block 12, Sunset Terrace #4 Subdivision, City of El Paso,
El Paso County, Texas, PID #S987-999-0120-1100

to be \$308.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of August, 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 EIGHT AND 00/100 DOLLARS (\$308.00) 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, TROPICANA DEVELOPMENT INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

Lot 19 (Exc Ely Pt) (6648.00 Sq Ft), Block 9, Sunset Terrace #4
Subdivision, City of El Paso, El Paso County, Texas, PID #S987-
999-0090-1900

to be \$326.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of August, 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 SIX AND 00/100 DOLLARS (\$326.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

401 Clayton Rd, more particularly described as Lot 15-N (1.00 AC),
Block 6, Upper Valley Tr Subdivision, City of El Paso, El Paso
County, Texas, PID #U819-999-006A-1050

to be \$602.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of 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 SIX HUNDRED TWO AND 00/100 DOLLARS (\$602.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HORIZONTE RESIDENTIAL DEVELOPERS 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:

880 West Gate Dr, more particularly described as Lot 16, Block 1,
Horizonte Residencial Subdivision, City of El Paso, El Paso County,
Texas, PID #H807-999-0010-1600

to be \$471.00, 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 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 SEVENTY ONE AND 00/100 DOLLARS (\$471.00) 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, BENAVIDEZ GABRIEL, 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:

5772 Ethel Rd, more particularly described as S A & M G RR SURV
266 ABST 8716 TR 21-H (0.135 AC), Subdivision, City of El Paso,
El Paso County, Texas, PID #X266-999-S00B-6560

to be \$1789.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of 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 ONE THOUSAND SEVEN HUNDRED EIGHTY NINE AND 00/100 DOLLARS (\$1789.00) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ESCOBAR ENRIQUE, 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:

24 (Private Open Are) (20599.19 Sq Ft, Block 1, Spanish Courts
Subdivision, City of El Paso, El Paso County, Texas, PID
#S564-999-0010-2400

to be \$668.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of 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 SIX HUNDRED SIXTY EIGHT AND 00/100 DOLLARS (\$668.00) 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, SANCHEZ GREGORIO & CRUZ 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:

117 Tobin Pl, more particularly described as Lots 36 & S 1/2 Of 35
(4687.50 Sq Ft), Block 2, Tobins Second Subdivision, City of El
Paso, El Paso County, Texas, PID #T582-999-0020-5700

to be \$457.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 23rd day of August, 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 SEVEN AND 00/100 DOLLARS (\$457.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

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, SILVA RICHARD P & AMABILIA, 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:

4317 Cumberland Ave, more particularly described as Lots 7 To 10
(14000 Sq Ft), Block 78, Government Hill Subdivision, City of El
Paso, El Paso County, Texas, PID #G569-999-0780-1500

to be \$314.00, 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 FOURTEEN AND 00/100 DOLLARS (\$314.00) 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:

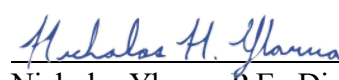
Laura D. Prine
City Clerk

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, BARRAGAN HECTOR M & ROSA, 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:

3319 Montana Ave, more particularly described as Lots 9 & 10
(7000 Sq Ft), Block 107, East El Paso Subdivision, City of El Paso,
El Paso County, Texas, PID #E014-999-1070-1900

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 11th 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 NINETY FIVE AND 50/100 DOLLARS (\$395.50) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

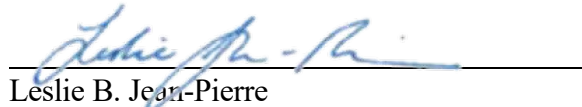
Renard U. Johnson
Mayor

ATTEST:

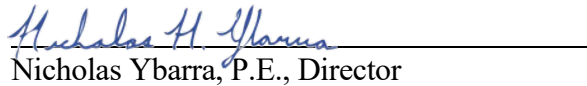
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

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

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

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

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

124 S Carolina Dr, more particularly described as Tr 6-C-2 (0.18 Ac) & Tr 5-B-3 (0.09 Ac) (0.27 Ac), Block 26, Ysleta Subdivision, City of El Paso, El Paso County, Texas, PID #Y805-999-0260-0617

to be \$364.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$364.00) 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:

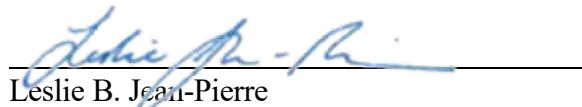
Renard U. Johnson
Mayor

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, GUERRA WENTY, 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:

133 S Little Flower Rd, more particularly described as Lot 10 (9458 Sq Ft), Block 13, Millers Lakeside Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M452-999-0130-5500

to be \$327.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of August, 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 SEVEN AND 00/100 DOLLARS (\$327.00) 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, HARBECK LINDA 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:

9457 E B Taulbee Dr, more particularly described as Lot 18 (8190 Sq Ft), Block 7, Casner Heights Subdivision, City of El Paso, El Paso County, Texas, PID #C231-999-0070-3500

to be \$340.50, 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 26th 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 AND 50/100 DOLLARS (\$340.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

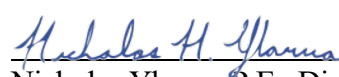
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Leslie B. Jean-Pierre
Assistant City Attorney



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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GARCIA SUSANA, 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:

5986 Equinox Ct, more particularly described as Lot 2 (4000.00 Sq Ft), Block 2, Sun Valley Ranch Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #S820-999-0020-0210

to be \$1395.25, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th 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 ONE THOUSAND THREE HUNDRED NINETY FIVE AND 25/100 DOLLARS (\$1395.25) to be a lien on the above described property, said amount being due

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

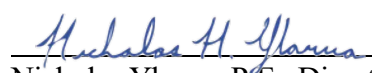
Laura D. Prine
City Clerk

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

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

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

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

11968 Mesquite Lake Ln, more particularly described as Lot 14
(5959.32 Sq Ft), Block 9, Mesquite Hills Subdivision, City of El
Paso, El Paso County, Texas, PID #M395-999-0090-1400

to be \$420.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of 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 FOUR HUNDRED TWENTY AND 50/100 DOLLARS (\$420.50) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

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

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

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

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

164 Aranda Ln, more particularly described as Lot 22, Block 1,
Frutas Place Subdivision, City of El Paso, El Paso County, Texas,
PID #F868-999-0010-5800

to be \$447.00, 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 27th day of July, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY SEVEN AND 00/100 DOLLARS (\$447.00) 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, HOLGUIN ILIANA N, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

241 Elvin Way, more particularly described as Lot 1 (13157.25 Sq Ft), Block 1, Pueblo Querido Subdivision, City of El Paso, El Paso County, Texas, PID #P920-999-0010-0100

to be \$278.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of September, 2023, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount TWO HUNDRED SEVENTY EIGHT AND 00/100 DOLLARS (\$278.00) to be a lien on the above described property, said amount being due and payable within

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Leslie B. Jean-Pierre
Assistant City Attorney

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

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Renard U. Johnson, as Mayor, of the City of El Paso.

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

My Commission Expires:

PREPARED IN THE OFFICE OF:

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

FOR PAY-OFF INFORMATION PLEASE CONTACT:

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

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SALDIVAR SOLEDAD, 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:

8401 Roseway Dr, more particularly described as Lot 4, Block 1,
Diamantina VII Subdivision, City of El Paso, El Paso County,
Texas, PID #D474-999-0010-0400

to be \$312.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th 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 TWELVE AND 00/100 DOLLARS (\$312.00) to be a lien on the above described property, said amount being due and payable within ten (10)

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

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF EL PASO:


Renard U. Johnson
Mayor

ATTEST:

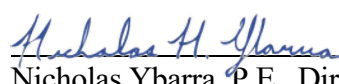
Laura D. Prine
City Clerk

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, SALDIVAR SOLEDAD, 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:

8403 Roseway Dr, more particularly described as Lot 3, Block 1,
Diamantina VII Subdivision, City of El Paso, El Paso County,
Texas, PID #D474-999-0010-0300

to be \$735.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of 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 SEVEN HUNDRED THIRTY FIVE AND 00/100 DOLLARS (\$735.00) 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

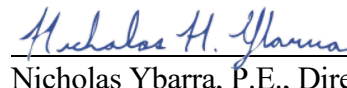
ATTEST:

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, SALDIVAR SOLEDAD, 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:

8407 Roseway Dr, more particularly described as Lot 1, Block 1,
Diamantina VII Subdivision, City of El Paso, El Paso County,
Texas, PID #D474-999-0010-0100

to be \$322.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of 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 TWO AND 00/100 DOLLARS (\$322.00) 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:

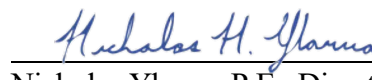
Laura D. Prine
City Clerk

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, QUINONEZ MARIA M (LE) & ALMANZA LORENZO, 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:

9858 Lilly Dr, more particularly described as Lot 14, Block 7,
Valley South Subdivision, City of El Paso, El Paso County, Texas,
PID #V258-999-0070-2700

to be \$349.00, 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 27th 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 NINE AND 00/100 DOLLARS (\$349.00) 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, ESCOBAR ENRIQUE, 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:

712 S Mesa St, more particularly described as Lot 16 (3120 Sq Ft),
Block 86, Campbell Subdivision, City of El Paso, El Paso County,
Texas, PID #C050-999-0860-7100

to be \$483.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of 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 FOUR HUNDRED EIGHTY THREE AND 00/100 DOLLARS (\$483.00) 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:

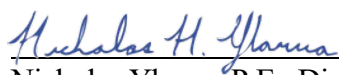
Laura D. Prine
City Clerk

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

ATTACHMENT A

SOLID WASTE LIENS

May 13, 2025

Address	Owner of Record	Amount	District
U819-999-011E-0029	DANDADE USHA P MD & PRITAM B MD	\$607.00	1
S987-999-0120-1100	TROPICANA DEVELOPMENT INC	\$308.00	1
S987-999-0090-1900	TROPICANA DEVELOPMENT INC	\$326.00	1
401 CLAYTON RD	BARRAZA JESUS F	\$602.00	1
880 WEST GATE DR	HORIZONTE RESIDENTIAL DEVELOPERS LLC	\$471.00	1
5772 ETHEL RD	BENAVIDEZ GABRIEL	\$1,789.00	1
S564-999-0010-2400	ESCOBAR ENRIQUE	\$668.00	1
117 TOBIN PL	SANCHEZ GREGORIO & CRUZ P	\$457.00	2
4317 CUMBERLAND AVE	SILVA RICHARD P & AMABILIA	\$314.00	2
3319 MONTANA AVE	BARRAGAN HECTOR M & ROSA	\$395.50	2
124 S CAROLINA DR	CASTILLO HUGO B	\$364.00	3
133 S LITTLE FLOWER RD	GUERRA WENTY	\$327.00	3
9457 E B TAULBEE DR	HARBECK LINDA L	\$340.50	4
5986 EQUINOX CT	GARCIA SUSANA	\$1,395.25	4
11968 MESQUITE LAKE LN	BERGER VALERIA A	\$420.50	4
164 ARANDA LN	SALDIVAR ARMANDO A	\$447.00	7
241 ELVIN WAY	HOLGUIN ILIANA N	\$278.00	7
8401 ROSEWAY DR	SALDIVAR SOLEDAD	\$312.00	7
8403 ROSEWAY DR	SALDIVAR SOLEDAD	\$735.00	7
8407 ROSEWAY DR	SALDIVAR SOLEDAD	\$322.00	7
9858 LILLY DR	QUINONEZ MARIA M (LE) & ALMANZA LORENZO	\$349.00	7
712 S MESA ST	ESCOBAR ENRIQUE	\$483.00	8



Legislation Text

File #: 25-567, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

AGENDA LANGUAGE:

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

A Resolution that the Taxpayer, RAMADEVI SUBRAMANI REDDY, 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 \$684.36 for the property with the following legal description:

BLK 2 CIMARRON SAGE #1 LOT 12

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



DEPARTMENT: Tax Office

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: 1

STRATEGIC GOAL:

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

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

A resolution that the Taxpayer, RAMADEVI SUBRAMANI REDDY, 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 \$684.36 for the property with the following legal description:

BLK 2 CIMARRON SAGE #1 LOT 12

BACKGROUND / DISCUSSION:

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.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a periodic basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas

Maria O. Pasillas
2025.04.25 16:04:56 -06'00'

(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, Ramadevi Subramani Reddy (“Taxpayer”) requested a waiver of penalties and interest on March 7, 2025, before the 181st day after the delinquency date, in the amount of \$684.36 for the 2024 delinquent taxes for the property with the following legal description:

BLK 2 CIMARRON SAGE #1 LOT 12

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, Ramadevi Subramani Reddy, 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 \$684.36 for the property with the following legal description:

BLK 2 CIMARRON SAGE #1 LOT 12

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 25-568, 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

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, THE LOPEZ GP, 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 \$23.73 for the property with the following legal description:

CMP FURN MACH VEH

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



DEPARTMENT: Tax Office

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

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

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

A resolution that the Taxpayer, THE LOPEZ GP, 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 \$23.73 for the property with the following legal description:

CMP FURN MACH VEH

BACKGROUND / DISCUSSION:

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.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a periodic basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas

Maria O. Pasillas
2025.04.25 16:07:00 -06'00'

(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 in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, THE LOPEZ GP (“Taxpayer”) requested a waiver of penalties and interest on March 19, 2025, before the 181st day after the delinquency date, in the amount of \$23.73 for the 2024 delinquent taxes for the properties with the following legal description:

CMP FURN MACH VEH

WHEREAS, the taxpayer submits evidence sufficient to show that the taxpayer requested a waiver of penalties and interest payment for the tax before the 181st day after the delinquency date.

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

THAT the Taxpayer, THE LOPEZ GP, 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 of the Tax Code in the amount of \$23.73, for the properties with the following legal description:

CMP FURN MACH VEH

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:



Maria O. Pasillas, RTA
City Tax Assessor/Collector



Legislation Text

File #: 25-581, 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

Animal Services, Terry K. Kebschull, (915) 212-8742

AGENDA LANGUAGE:

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

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

Request that the Director of Purchasing & Strategic Sourcing is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses - Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

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



DEPARTMENT: Animal Services
Purchasing & Strategic Sourcing
AGENDA DATE: May 13, 2025
PUBLIC HEARING DATE: NA
CONTACT PERSON Terry K. Kebschull, Director **PHONE NUMBER:** (915)212-8742
NAME: Claudia A. Garcia, Director **PHONE NUMBER** (915)212-0043
DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: No. 8 – Nurture and Promote a Healthy, Sustainable Community
SUBGOAL: 8.3 – Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses – Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

BACKGROUND / DISCUSSION:

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

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

NA

CONTRACT VARIANCE:

NA

PROTEST

NA

PRIOR COUNCIL ACTION:

On April 25, 2023 City Council approved the award of contract 2023-0402 to Midwest Veterinary Supply, Inc., for a three (3) year term for a total amount of \$118,512.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: NA

Funding Source: NA

Account: NA

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of \$500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT (\$)
Form was provided to the applicant	NA

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

DEPARTMENT HEAD:



Terry K. Kebschull, Animal Services Director



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Termination

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council Meeting of April 1, 2025.

Strategic Goal 8 – Nurture and Promote a Healthy, Sustainable Community

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

Request that the Director of Purchasing & Strategic Sourcing be authorized to notify is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses – Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

RESOLUTION

WHEREAS, on August 25, 2023, the City of El Paso ("City") awarded Contract No. 2023-0402 Rescue Concentrate Disinfectant to the following vendor:

1. Midwest Veterinary Supply, Inc.

WHEREAS, pursuant to the Attribute 29. Contract Clauses – Section 8. A: Termination for Convenience, and

WHEREAS, the reason for termination is that the Contract's expenditures have been met, and

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

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

That the Purchasing Director of Purchasing & Strategic Sourcing is authorized to notify Midwest Veterinary Supply, Inc. that the City is terminating Contract No. 2023-0402 Rescue Concentrate Disinfectant for convenience, as the Contract's expenditures have been met, pursuant to Attribute 29. Contract Clauses – Section 8.A of this contract, and that the termination shall be effective as of May 13, 2025.

APPROVED this _____ day of _____, 2025.

THE CITY OF EL PASO

ATTEST:

Renard U. Johnson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

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:

Terry K. Kebschull, Director
Animal Services Department



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-589, 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.

Debó Wakefield to the Women's Rights Commission by Mayor Renard U. Johnson.



Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	05/13/25
Name of Board	Women's Rights Commission
Agenda Posting Language	
Appointment of Debó Wakefield to the Women's Rights Commission by Mayor Renard U Johnson.	
Appointment Type	Regular
Member Qualifications	
A person whose duties include daily operations of the Women's Rights Commission.	
Nominee Name	Debó Wakefield
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 1
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
Previous Appointee	Lisa Turner
Reason for Vacancy	Resigned
Date of Appointment	05/13/25
Term Begins On	09/01/24
Term Expires On	08/31/26
Term	Unexpired Term

DEBÓ WAKEFIELD

PROFESSIONAL PROFILE

Dedicated and compassionate professional with extensive experience in military service, nursing, and community service. Proven expertise as a field medic and surgical nurse, coupled with a lifelong commitment to educating and serving the community.

PROFESSIONAL EXPERIENCE

Operating Room Surgical Nurse - Medical College of Virginia, Richmond, VA

- Provided high-quality patient care within the operating room for 25 years.

Travel Nurse - Curnstat Travel Agency

12 years of employment

- Delivered nursing services across various locations for 13 years.

MILITARY EXPERIENCE

Women's Army Corps (Vietnam Era) - Basic Medic (91 Alpha)

1972 - 1978

- Served in co-ed transition and multiple theaters of operation including Korea, Germany, Italy, Saudi Arabia.
- Participated in two tours of combat: Desert Shield and Desert Storm.
- Expert Field Medical Badge, the only female in unit history to achieve this award.
- Advanced to Operating Room Specialist (91D) and retired in 1992.

EDUCATION

Nursing Degree - Thomas Nelson Community College, Hampton, Virginia

2006

COMMUNITY SERVICE

Aloha Medical Mission - Comayagua, Honduras

7 years of involvement

- Volunteer Surgical Provider
- Offered surgical services to impoverished communities, continuing commitment to community service.

Buffalo Soldiers Motorcycle Club - Motorcycle Enthusiast and Educator

21 years of involvement

- Taught the history of the 9th and 10th Cavalry of the Buffalo Soldiers to promote awareness and preserve history.

Chaplain - Old Glory Memorial and Flags Across America, El Paso, Texas

2 years of involvement

- Educated the community and youth on flag etiquette, including proper folding and retirement of the flag.

Food Bank Volunteer - Local Food Banks, El Paso, Texas

8 years of involvement

- Assisted in providing extra groceries to community members in need.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-592, 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 Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

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

Gladys Guzman to the Americorps Senior Advisory Council by Representative Ivan Niño, District 5.



Board Appointment Form

City Clerk's Office

Appointing Office	Ivan Niño, District 5
Agenda Placement	Consent
Date of Council Meeting	05/13/25
Name of Board	Americorps Seniors Advisory Council
Agenda Posting Language	
Appointment of Gladys Guzman to the Americorps Senior Advisory Council by Representative Ivan Niño, District 5.	
Appointment Type	Regular
Member Qualifications	
See Attached Resume	
Nominee Name	Gladys Guzman
Nominee Email Address	
Nominee Residential Address	
Nominee Primary Phone Number	
Residing District	District 5
City Employed Relatives	N/A
Board Membership	
N/A	
Real estate owned in El Paso County	
Previous Appointee	Janet Eurich
Reason for Vacancy	Term Expired
Date of Appointment	05/13/25
Term Begins On	05/13/25
Term Expires On	05/12/27
Term	First Term

GLADYS GUZMAN



PROFESSIONAL SUMMARY

Adept at cash handling and customer interactions, I significantly enhanced customer satisfaction and operational efficiency at City of El Paso-International Bridges. My expertise in toll booth operations and problem resolution, coupled with a keen attention to detail, led to a smoother traffic flow and a safer, more professional environment.

Diligent with solid background in toll collection, ensuring smooth and efficient traffic flow. Proven ability to handle cash transactions accurately while maintaining excellent customer service. Demonstrated skills in communication and problem-solving in high-pressure environments.

Professional toll collection expert ready to enhance operational efficiency. History of managing cash transactions and addressing customer inquiries with precision. Known for collaborative teamwork and adaptability to changing traffic conditions. Expertise in customer service and cash handling.

SKILLS

- Cash handling
- Transaction processing
- Traffic management
- Communication skills
- Numerical accuracy
- Customer interactions
- Toll booth operations
- Problem resolution
- Attention to detail

WORK HISTORY

Senior Toll Collector, 03/2003 - 02/2021

City Of El Paso- International Bridges – El Paso, TX

- Collected toll fees from drivers, ensuring accurate transactions.
- Provided drivers with change and receipts to maintain efficient tollbooth operations.
- Assisted in maintaining a smooth traffic flow by promptly processing vehicle transactions.
- Improved customer satisfaction by courteously addressing driver inquiries.
- Ensured compliance with toll collection procedures to maintain operational standards.
- Maintained cleanliness of toll booth area, contributing to a professional environment.

- Managed and motivated employees to be productive and engaged in work.
- Maintained professional, organized, and safe environment for employees and patrons.
- Enhanced customer satisfaction by resolving disputes promptly, maintaining open lines of communication, and ensuring high-quality service delivery.
- Resolved staff member conflicts, actively listening to concerns and finding appropriate middle ground.
- Improved safety procedures to create safe working conditions for workers.

Toll Collector, 07/1997 - 03/2003

City of El Paso-International Bridges – El Paso, TX

- Communicated in English and Spanish to assist motorists and respond to inquiries concerning tolls, directions and routes.
- Collaborated with team members to ensure smooth operations during peak hours and special events.
- Monitored toll lane activity and generated operational reports.
- Promoted safety awareness among motorists through clear signage displays and timely updates on road conditions when necessary.
- Operated toll collection equipment and processed toll payments accurately.
- Achieved operational efficiency by adhering to established protocols for opening and closing the booth daily.
- Upheld company standards for professional demeanor, consistently delivering courteous service under all circumstances.
- Supported infrastructure maintenance by promptly reporting any equipment malfunctions or damages to appropriate personnel.
- Classified all vehicles passing through toll lanes in accordance with procedural requirements.
- Developed skills in conflict resolution while addressing disputes regarding fare discrepancies or other customer complaints.
- Boosted overall productivity by proactively identifying bottlenecks in workflow processes and suggesting improvements accordingly.

EDUCATION

BBA: Human Resources Management, 06/1979

University Of Puerto Rico- Rio Piedras Campus - San Juan, PR

Human Resources Intern at Ferro Mexicana, SA de CV, Mexico City through AIESEC Puerto Rico May 1979-September 1979. Major Courses include: Industrial Psychology, Human Relations, Analysis of Human Conduct and Organizational Behavior, Personnel Administration, Business Ethics, Labor Management Relations, Collective Bargaining, Wage and Salary Administration, Production-Operations Management.

AFFILIATIONS

- Member Ladies Auxiliary Of Veterans of Foreign Wars Post 6917
- Member AISEC-International Association Of Students in Economics and Business

LANGUAGES

Spanish

English

Native or Bilingual

Full Professional

VOLUNTEER WORK

Former volunteer at Ronald MCDonald House El Paso, Former Chaplain at Ladies Auxiliary of Veterans Of Foreign Wars Post 8782, Former Volunteer at Eastwood Heights Elementary School

- Mentored new volunteers, fostering a supportive and inclusive team environment.
- Supported engaging, fun, and smooth-running events by helping with organization and planning.
- Assisted with special events and programs.
- Used strong interpersonal communication skills to convey information to others.

REFERENCES

1) Judge Marlene Gonzalez 11621 Laura Marie Dr El Paso, TX 79936 2)Linda Mendoza 3016 Yarwood Dr El Paso,TX 79935 3)Pastor Julio Monarrez 2104 Sea Palm Dr El Paso,TX 79936



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-565, 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 titles, no emails. Please use ARIAL 10 Font.

All Districts

Tax Office, Maria O. Pasillas, (915) 212-0406

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: Tax Office

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Maria O. Pasillas

PHONE NUMBER: 915-212-0106

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

SUBGOAL:

6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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).

BACKGROUND / DISCUSSION:

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

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Maria O. Pasillas


Maria O. Pasillas
2025.04.25 16:10:02 -06'00'

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

ATTACHMENT B
TAX REFUNDS OVER \$2,500
May 13, 2025

1. Corelogic Tax LLC, in the amount of \$4,189.47, made an overpayment on December 26, 2024 of 2024 taxes.
(Geo. #L144-999-0010-0100)
2. Sierra Title Company Inc., in the amount of \$4,257.68, made an overpayment on December 27, 2024 of 2024 taxes.
(Geo. #Y848-999-0000-0300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



TAX OFFICE
RECEIVED

JAN 22 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 TAX SERVICE LLC
3001 HACKBERRY ROAD
IRVING, TX 75063

Geo No. L144-999-0010-0100	Prop ID 61156
Legal Description of the Property LAKESIDE #1 NLY PT OF 1 (49.03 FT ON ST- IRREG ON SLY-48.50 FT ON WLY- 115.0 FT ON NLY) (5635.01 SQ FT)	
121 GEORGE ORR RD 79915	
OWNER: PELTON NIARA	

2024 OVERAGE AMOUNT \$4,189.47

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND: This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whom ever will be receiving the refund.	Who should the refund be issued to:			
	Name: CORELOGIC TAX LLC			
	Address: PO BOX 9202,			
	City, State, Zip: COPPELL TEXAS 75019			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: 817-699-2106		E-Mail Address: shenshwetha@corelogic.com	
	Payment made by:		Check No.	Date Paid
	Check Payment		412701436	12/26/2024
	Amount Paid		\$49,410.85	
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	TOTAL AMOUNT PAID (sum of the above amounts)			
	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) KARTHIK		PRINTED NAME & DATE KARTHIK 1/22/2025	

Received POP

TAX OFFICE USE ONLY: ☒ Approved ☐ Denied By: N.W. Date: 4-24-25

TAX OFFICE
RECEIVED

APR 14 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

SIERRA TITLE COMPANY INC
5001 N MESA STE 2-C
EL PASO, TX 79912

OP ✓
+2500

Geo No. Y848-999-0000-0300	Prop ID 319960
Legal Description of the Property YSLETA INDUSTRIAL DIST #1 RPL 5.958 AC BEG 715.73 FT SE OF ZARAGOSA ST (5.958 AC) 9155 BILLY THE KID ST 79907 OWNER: HYR PROPERTY INVESTMENTS LLC	

2024 OVERAGE AMOUNT \$4,257.68 ✓

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

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:


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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>Sierra Title company, Inc.</u>			
	Address: <u>5001 N MESA STE 2C</u> ✓			
	City, State, Zip: <u>EL PASO TX 79912</u>			
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Daytime Phone No.: <u>(915) 544 3322</u>		E-Mail Address: <u>Kchouez@sierratitle.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
	Check Payment	026975	12/27/2024	\$70,551.51
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input checked="" type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1. ✓			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	<u>Korlachavez</u>		<u>Korlachavez 4/14/25</u> ✓	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>N.H.</u> Date: <u>4-14-25</u> ✓				

ATTACHMENT B
TAX REFUNDS OVER \$2,500
May 13, 2025

1. Corelogic Tax LLC, in the amount of \$4,189.47, made an overpayment on December 26, 2024 of 2024 taxes.
(Geo. #L144-999-0010-0100)
2. Sierra Title Company Inc., in the amount of \$4,257.68, made an overpayment on December 27, 2024 of 2024 taxes.
(Geo. #Y848-999-0000-0300)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-572, 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 Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Boyar Trejo in the amount of \$5,000 from The Texas Realtors Political Action Committee.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-593, 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 Lily Limón, (915) 212-1030

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.080 of the City Code, receipt of campaign contributions by Representative Lily Limón in the amount of \$5,000 from the Texas Realtors Political Action Committee.



Legislation Text

File #: 25-575, 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

Museums and Cultural Affairs, Benjamin Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs.

Award Summary:

The award of Solicitation 2025-0157 Security Guard Services- MCAD to Nighteyes Protective Services, Inc. for a term of three (3) years for a total estimated amount of \$1,181,535.00. This contract will provide security guard services at various museum locations, Museums and Cultural Affairs Department (MCAD) administrative offices, and MCAD-sponsored markets and festivals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$601,336.92 for the initial term, which represents a 103.64% increase due to increase in non-armed security guard service hours, addition of armed security guard services and hourly rate increases.

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$393,845.00
Initial Term Estimated Award:	\$1,181,535.00

Option Term Estimated Award:	N/A
Total Estimated Award	\$1,181,535.00
Account(s)	454-1000-54000-522120
	454-1000-54020-522120
	454-1000-54030-522120
	454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Museums & Cultural Affairs Departments recommend award as indicated to Nighteyes Protective Services, Inc. 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.

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



DEPARTMENT: Museum & Cultural Affairs
Purchasing & Strategic Sourcing
AGENDA DATE: May 13, 2025
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Benjamin Fyffe, Managing Director **PHONE NUMBER:** (915)212-1766
Claudia A. Garcia, Director **PHONE NUMBER:** (915)212-0043

DISTRICT(S) AFFECTED: All
STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational Environments
SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

The award of Solicitation 2025-0157 Security Guard Services – MCAD to Nighteyes Protective Services, Inc. for a three (3) year term for an estimated amount of \$1,181,535.00. This contract will provide daily security guard services to various museum locations, MCAD administrative offices, and MCAD-sponsored markets and festivals.

BACKGROUND / DISCUSSION:

This contract will provide continued scheduled security guard services to MCAD locations. On-call armed and unarmed security services have been added to support all museum locations, as well as special events and festivals

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on January 2, 2025. Twelve (12) suppliers were in attendance.

SELECTION SUMMARY:

Solicitation was advertised on December 24, 2024 and December 31, 2024. The solicitation was posted on City website on December 24, 2024. There were a total of twenty-two (22) viewers online; seven (7) bids were received; three (3) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$601,336.92 for the initial term, which represents a 103.64% increase due to increase in non-armed security guard service hours, addition of armed security guard services and hourly rate increases.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

Not Applicable

AMOUNT AND SOURCE OF FUNDING:

Amount: \$1,181,535.00
Funding Source: General Fund
Account: 454-1000-54000-522120
 454-1000-54020-522120
 454-1000-54030-522120
 454-1000-54240-522120


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	N/A

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

DEPARTMENT HEAD:



Benjamin Fyffe, Managing Director – Museums & Cultural Affairs



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Best Value Bid

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council of May 13, 2025.

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

The linkage to the Strategic Plan is subsection: 4.2 Create innovative recreational, educational and cultural programs

Award Summary:

The award of solicitation 2025-0157 Security Guard Services- MCAD to Nighteyes Protective Services, Inc. for a term of three (3) years for a total estimated amount of \$1,181,535.00. This contract will provide security guard services at various museum locations, MCAD administrative offices, and MCAD-sponsored markets and festivals.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$601,336.92 for the initial term, which represents a 103.64% increase due to increase in non-armed security guard service hours, addition of armed security guard services and hourly rate increases.

Department:	Museums & Cultural Affairs
Award to:	Nighteyes Protective Services, Inc.
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	\$393,845.00
Initial Term Estimated Award:	\$1,181,535.00
Option Term Estimated Award:	N/A
Total Estimated Award	\$1,181,535.00
Account(s)	454-1000-54000-522120 454-1000-54020-522120 454-1000-54030-522120 454-1000-54240-522120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Museums & Cultural Affairs Departments recommend award as indicated to Nighteyes Protective Services, Inc. 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.

Committee Scoresheet								
CITY OF EL PASO BEST VALUE SCORESHEET								
PROJECT: 2025-0157 Security Guard Services - MCAD								
Evaluation of Submittal								
		Nighteyes Protective Services, Inc	Blackstone Security Services of Texas, Inc.	TriCorps Security, Inc	Mike Garcia Merchant Security, LLC	Jet Security, LLC	Omar Chavez dba Guardia Worldwide LLC	Vets Securing America, Inc.
MAX POINTS								
Factor A - Price								
	35	\$ 1,181,535.00	\$ 965,796.54	\$ 1,089,502.14	\$ 1,035,222.00	\$ 1,413,078.00	\$ 1,156,165.50	\$ 1,726,399.44
		28.61	35.00	31.03	32.65	23.92	29.24	19.58
Factor B - Experience – Comparable Contracts								
	30	22.25	15.75	11.25	10.50	10.75	14.00	6.75
Factor C - References								
	25	25.00	16.67	25.00	21.66	23.33	8.33	0.00
Factor D - Employee Medical Benefit and Incentives								
	10	2.00	8.00	2.00	2.00	0.00	0.00	2.00
TOTAL SCORE	100	77.86	75.42	69.28	66.81	58.00	51.57	28.33
Rank		1	2	3	4	5	6	7



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Security Guard Services - MCAD													BID NO: 2025-0157		
BID DATE: January 22, 2025													DEPARTMENT: Museums and Cultural Affairs		
				Blackstone Security of Texas, Inc. Troy, MI Bidder 1 of 7			Omar Chavez d.b.a Guardia Worlwide L.L.C. dba Guardia Worldwide L.L.C. El Paso, TX Bidder 2 of 7			Jet Security, LLC Houston, TX Bidder 3 of 7			Mike Garcia Merchant Security. LLC El Paso, TX Bidder 4 of 7		
Item No.	Description	Unit of Measure	Approximate Estimate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Non-Armed Security Guard El Paso Museum of History	Hourly	3744	\$ 15.71	\$ 58,818.24	\$ 176,454.72	\$ 18.75	\$ 70,200.00	\$ 210,600.00	\$ 23.00	\$ 86,112.00	\$ 258,336.00	\$ 17.00	\$ 63,648.00	\$ 190,944.00
2	Non-Armed Security Guard El Paso Museum of Art	Hourly	8302	\$ 15.71	\$ 130,424.42	\$ 391,273.26	\$ 18.75	\$ 155,662.50	\$ 466,987.50	\$ 23.00	\$ 190,946.00	\$ 572,838.00	\$ 17.00	\$ 141,134.00	\$ 423,402.00
3	Non-Armed Security Guard El Paso Museum of Art *As Needed/ On Call	Hourly	876	\$ 15.71	\$ 13,761.96	\$ 41,285.88	\$ 19.25	\$ 16,863.00	\$ 50,589.00	\$ 23.00	\$ 20,148.00	\$ 60,444.00	\$ 17.00	\$ 14,892.00	\$ 44,676.00
4	Armed Security Guard El Paso Museum of Art *As Needed/ On Call	Hourly	372	\$ 18.57	\$ 6,908.04	\$ 20,724.12	\$ 22.75	\$ 8,463.00	\$ 25,389.00	\$ 27.00	\$ 10,044.00	\$ 30,132.00	\$ 18.00	\$ 6,696.00	\$ 20,088.00
5	Non-Armed Security Guard El Paso Museum of Archaeology	Hourly	2340	\$ 15.71	\$ 36,761.40	\$ 110,284.20	\$ 18.75	\$ 43,875.00	\$ 131,625.00	\$ 23.00	\$ 53,820.00	\$ 161,460.00	\$ 17.00	\$ 39,780.00	\$ 119,340.00
6	Armed Security Guard El Paso Museum of Archaeology *As Needed/ On Call	Hourly	800	\$ 18.57	\$ 14,856.00	\$ 44,568.00	\$ 22.75	\$ 18,200.00	\$ 54,600.00	\$ 27.00	\$ 21,600.00	\$ 64,800.00	\$ 18.00	\$ 14,400.00	\$ 43,200.00
7	Non-Armed Security Guard MCAD Administration	Hourly	1872	\$ 15.71	\$ 29,409.12	\$ 88,227.36	\$ 18.75	\$ 35,100.00	\$ 105,300.00	\$ 23.00	\$ 43,056.00	\$ 129,168.00	\$ 17.00	\$ 31,824.00	\$ 95,472.00
8	Non-Armed Security Guard Market & Festivals	Hourly	1500	\$ 15.71	\$ 23,565.00	\$ 70,695.00	\$ 18.75	\$ 28,125.00	\$ 84,375.00	\$ 23.00	\$ 34,500.00	\$ 103,500.00	\$ 17.00	\$ 25,500.00	\$ 76,500.00
9	Armed Security Guard Market & Festivals	Hourly	400	\$ 18.57	\$ 7,428.00	\$ 22,284.00	\$ 22.25	\$ 8,900.00	\$ 26,700.00	\$ 27.00	\$ 10,800.00	\$ 32,400.00	\$ 18.00	\$ 7,200.00	\$ 21,600.00
Total Amount (Items 1-9)					\$ 321,932.18	\$ 965,796.54		\$ 385,388.50	\$ 1,156,165.50	\$ -	\$ 471,026.00	\$ 1,413,078.00		\$ 345,074.00	\$ 1,035,222.00
OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
NO OPTION OFFERED				<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES			YES		
BIDS SOLICITED: 267 LOCAL BIDS SOLICITED: 100 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 3 NO BID: 2															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Security Guard Services - MCAD

BID NO: 2025-0157

BID DATE: January 22, 2025

DEPARTMENT: Museums and Cultural Affairs

				NIGHTEYES PROTECTIVE SERVICES, INC. El Paso, TX Bidder 5 of 7			TriCorps Security, Inc. Oklahoma City, OK Bidder 6 of 7			Vets Securing America, Inc. San Antonio, TX Bidder 7 of 7					
Item No.	Description	Unit of Measure	Approximate Estimate Quantities (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)			
1	Non-Armed Security Guard El Paso Museum of History	Hourly	3744	\$ 18.50	\$ 69,264.00	\$ 207,792.00	\$ 17.89	\$ 66,980.16	\$ 200,940.48	\$ 28.14	\$ 105,356.16	\$ 316,068.48			
2	Non-Armed Security Guard El Paso Museum of Art	Hourly	8302	\$ 18.50	\$ 153,587.00	\$ 460,761.00	\$ 17.89	\$ 148,522.78	\$ 445,568.34	\$ 28.14	\$ 233,618.28	\$ 700,854.84			
3	Non-Armed Security Guard El Paso Museum of Art *As Needed/ On Call	Hourly	876	\$ 22.00	\$ 19,272.00	\$ 57,816.00	\$ 17.89	\$ 15,671.64	\$ 47,014.92	\$ 28.14	\$ 24,650.64	\$ 73,951.92			
4	Armed Security Guard El Paso Museum of Art *As Needed/ On Call	Hourly	372	\$ 25.00	\$ 9,300.00	\$ 27,900.00	\$ 18.96	\$ 7,053.12	\$ 21,159.36	\$ 32.51	\$ 12,093.72	\$ 36,281.16			
5	Non-Armed Security Guard El Paso Museum of Archaeology	Hourly	2340	\$ 18.50	\$ 43,290.00	\$ 129,870.00	\$ 17.89	\$ 41,862.60	\$ 125,587.80	\$ 28.14	\$ 65,847.60	\$ 197,542.80			
6	Armed Security Guard El Paso Museum of Archaeology *As Needed/ On Call	Hourly	800	\$ 25.00	\$ 20,000.00	\$ 60,000.00	\$ 18.96	\$ 15,168.00	\$ 45,504.00	\$ 32.51	\$ 26,008.00	\$ 78,024.00			
7	Non-Armed Security Guard MCAD Administration	Hourly	1872	\$ 18.50	\$ 34,632.00	\$ 103,896.00	\$ 17.89	\$ 33,490.08	\$ 100,470.24	\$ 28.14	\$ 52,678.08	\$ 158,034.24			
8	Non-Armed Security Guard Market & Festivals	Hourly	1500	\$ 23.00	\$ 34,500.00	\$ 103,500.00	\$ 17.89	\$ 26,835.00	\$ 80,505.00	\$ 28.14	\$ 42,210.00	\$ 126,630.00			
9	Armed Security Guard Market & Festivals	Hourly	400	\$ 25.00	\$ 10,000.00	\$ 30,000.00	\$ 18.96	\$ 7,584.00	\$ 22,752.00	\$ 32.51	\$ 13,004.00	\$ 39,012.00			
Total Amount (Items 1-9)					\$ 393,845.00	\$ 1,181,535.00		\$ 363,167.38	\$ 1,089,502.14	\$ -	\$ 575,466.48	\$ 1,726,399.44			
OPTION TO EXTEND THE TERM OF THE AGREEMENT THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:															
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input type="text" value="NA"/>			<input type="text"/>			<input type="text"/>			<input type="text"/>		
NO OPTION OFFERED				<input type="text" value="NA"/>			<input type="text" value="X"/>			<input type="text" value="X"/>			<input type="text"/>		
AMENDMENTS ACKNOWLEDGED:				YES			YES			YES					
BIDS SOLICITED: 267 LOCAL BIDS SOLICITED: 100 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 3 NO BID: 2															
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.															

Online Views for 2025-0157 Security Guard Services - MCAD

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Construction Reporter	Albuquerque	NM
2	Jet Security, LLC	Arlington	TX
3	Texas Security & Investigations Agency LLC	Dallas	TX
4	Covenant Special Projects, LLC	El Paso	TX
5	FOX CONSTRUCTOR LLC	El Paso	TX
6	REYEZ Concrete (Gonzalo Reyez)	El Paso	TX
7	Rock Solid Protection LLC	EL PASO	TX
8	Blackstone Security Services, Inc. of Texas	EL PASO	TX
9	Guardia Worldwide L.L.C.	El Paso	TX
10	Mike Garcia Merchant Security, LLC	El Paso	TX
11	NIGHT EYES PROTECTIVE SERVICES, INC	El Paso	TX
12	Paso-Tex Industries LLC	El Paso	TX
13	Zeraus Iluminacion	El Paso	TX
14	Border Force Security LLC	El Paso	TX
15	Ranger Security Protection, LLC	El Paso	TX
16	North America Procurement Council Inc., PBC	Grand Junction	CO
17	Liberty Office Products	HOUSTON	TX
18	National Vanguard Consortium	Liberty Hill	TX
19	TriCorps Security, Inc	Oklahoma City	OK
20	Universal Security Guard Association	Parsons Hill	TX
21	Vets Securing America, Inc (Vets Securing America)	San Antonio	TX
22	Oscar Mike Security LLC	Sealy	TX

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

Fernando J. Rodriguez

Business Name

Night Eyes Protective Services, Inc.

Agenda Item Type

2025-0157 MCAD Security Guard Services

Relevant Department

MCAD

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: _____

Fernando G. My

January 20, 2025



Legislation Text

File #: 25-576, 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

Parks & Recreation, Pablo Caballero, (915) 212-8012

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

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

Award Summary:

The award of Solicitation 2024-0653 Parks Permanent Restroom Cleaning to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$499,140.00. The total contract time is for three (3) years for a total estimated amount of \$499,140.00. This contract will provide restroom cleaning services at City parks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$219,900.00 for the initial term, which represents a 78.75% increase due to an increase in prices and seven additional parks added to the scope of work.

Department:	Parks and Recreation
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$166,380.00
Initial Term Estimated Award:	\$499,140.00

Option Term Estimated Award:	NA
Total Estimated Award	\$499,140.00
Account(s)	451-1000-522060-51295-P5120
Funding Source(s):	General Fund
District(s):	All

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

The Purchasing & Strategic Sourcing and Parks and Recreation Departments recommend award as indicated to ACE Government Services, LLC, 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.

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



DEPARTMENT: Parks and Recreation
Purchasing & Strategic Sourcing

AGENDA DATE: May 13, 2025

PUBLIC HEARING DATE: NA

CONTACT PERSON NAME: Pablo Caballero, Parks & Recreation
Director
Claudia A. Garcia Director of
Purchasing & Strategic Sourcing

PHONE NUMBER: (915)212-8012

PHONE NUMBER: (915)212-0043

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.2 Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

The award of solicitation 2024-0653 Parks Permanent Restroom Cleaning to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$499,140.00. The total contract time is for three (3) years for a total estimated amount of \$499,140.00.

BACKGROUND / DISCUSSION:

This contract will provide restroom cleaning services at City parks.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on August 28, 2024. Three (3) suppliers were in attendance.

SELECTION SUMMARY:

Solicitation was advertised on August 20, 2024 and August 27, 2024. The solicitation was posted on City website on August 20, 2024. There were a total thirty-three (33) viewers online; Seven (7) bids were received; Four (4) from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$219,900.00 for the initial term, which represents a 78.75% increase due to an increase in prices and seven additional parks added to the scope of work.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$499,140.00

Funding Source: General Fund

Account: 451-1000-522060-51295-P5120

2024-0653 Parks Permanent Restroom Cleaning Services

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.

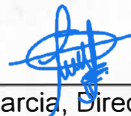
NAME	AMOUNT (\$)
Form was provided to the applicant	

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

DEPARTMENT HEAD:



Pablo Caballero, Parks & Recreations Director



Claudia A. Garcia, Director of Purchasing & Strategic Sourcing

Project Form
Best Value Bid

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council Meeting of May 13, 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:

The award of solicitation 2024-0653 Parks Permanent Restroom Cleaning to Ace Government Services, LLC for an initial term of three (3) years for an estimated amount of \$499,140.00. The total contract time is for three (3) years for a total estimated amount of \$499,140.00. This contract will provide restroom cleaning services at City parks.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$219,900.00 for the initial term, which represents a 78.75% increase due to an increase in prices and seven additional parks added to the scope of work.

Department:	Parks & Recreation
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$166,380.00
Initial Term Estimated Award:	\$499,140.00
Option Term Estimated Award:	NA
Total Estimated Award	\$499,140.00
Account(s)	451-1000-522060-51295-P5120
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Parks & Recreation Departments recommend award as indicated to ACE Government Services, LLC, 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.

CITY OF EL PASO BEST VALUE SCORESHEET								
PROJECT:	2024-0653 Parks Permanent Restroom Cleaning Services							
Evaluation of Submittal								
	MAX POINTS	300 Exterminator Termite and Pest Control LLC	ACE Government Services LLC	Bella Luna Engineering and Building Maintenance	De La Paz Cleaning and Rental Services LLC	Garnica Corporation dba JC Landscaping	Mario A Gonzalez dba MG Evergreen LLC	Treco Services Inc
Factor A - Price	30	9.32	24.19	14.99	6.01	11.43	30.00	11.49
Factor B - Experience- Comparable Contracts	15	0.00	15.00	15.00	3.33	0.00	0.00	15.00
Factor C - References	15	0.00	15.00	10.00	0.00	0.00	0.00	5.00
Factor D – Employee Medical Benefits and Incentives	10	2.00	6.00	2.00	2.00	2.00	2.00	8.00
Factor E - Bidders Operational Plan	30	5.00	30.00	15.00	23.33	10.00	11.67	30.00
TOTAL SCORE	100	16.32	90.19	56.99	34.67	23.43	43.67	69.49
Rank		7	1	3	5	6	4	2



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

	300 Exterminator Termite and Pest Control, LLC El Paso, TX Bidder 1 of 7	Ace Government Services, LLC El Paso, TX Bidder 2 of 7	Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 7	De La Paz Cleaning and Rental Service LLC Del Rio, TX Bidder 4 of 7
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Group 1 - 7 Day Service

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Argal	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$52.00	\$ 18,980.00	\$ 56,940.00
2	Blackie Chesher	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$20.00	\$ 7,300.00	\$ 21,900.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$91.00	\$ 33,215.00	\$ 99,645.00
3	Braden Aboud	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$39.00	\$ 14,235.00	\$ 42,705.00
4	Capistrano	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$17.50	\$ 6,387.50	\$ 19,162.50	\$24.00	\$ 8,760.00	\$ 26,280.00	\$39.00	\$ 14,235.00	\$ 42,705.00
5	Chamizal Recreation Center	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$19.00	\$ 6,935.00	\$ 20,805.00	\$39.00	\$ 14,235.00	\$ 42,705.00
6	Eastside Sports	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$25.00	\$ 9,125.00	\$ 27,375.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$143.00	\$ 52,195.00	\$ 156,585.00
7	Eastwood	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$65.00	\$ 23,725.00	\$ 71,175.00
8	Irwin J. Lambka	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$65.00	\$ 23,725.00	\$ 71,175.00
9	Jim Crouch	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$39.00	\$ 14,235.00	\$ 42,705.00
10	Joey Barraza and Vino	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$25.00	\$ 9,125.00	\$ 27,375.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$91.00	\$ 33,215.00	\$ 99,645.00
11	Lionel Forti	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$39.00	\$ 14,235.00	\$ 42,705.00
12	Logan Park	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$39.00	\$ 14,235.00	\$ 42,705.00
13	Marty Robbins	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$29.00	\$ 10,585.00	\$ 31,755.00	\$117.00	\$ 42,705.00	\$ 128,115.00
14	McKelligon Canyon	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$20.00	\$ 7,300.00	\$ 21,900.00	\$33.00	\$ 12,045.00	\$ 36,135.00	\$65.00	\$ 23,725.00	\$ 71,175.00
15	Memorial Park Ballfield	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$19.00	\$ 6,935.00	\$ 20,805.00	\$39.00	\$ 14,235.00	\$ 42,705.00
16	Modesto Gomez	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$17.50	\$ 6,387.50	\$ 19,162.50	\$33.00	\$ 12,045.00	\$ 36,135.00	\$65.00	\$ 23,725.00	\$ 71,175.00
17	Sue Young	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$78.00	\$ 28,470.00	\$ 85,410.00



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

				300 Exterminator Termite and Pest Control, LLC El Paso, TX Bidder 1 of 7			Ace Government Services, LLC El Paso, TX Bidder 2 of 7			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 7			De La Paz Cleaning and Rental Service LLC Del Rio, TX Bidder 4 of 7		
18	Sunrise	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$24.00	\$ 8,760.00	\$ 26,280.00	\$39.00	\$ 14,235.00	\$ 42,705.00
19	Sylvia Carreon Recreation Center	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$19.00	\$ 6,935.00	\$ 20,805.00	\$39.00	\$ 14,235.00	\$ 42,705.00
20	Valle Bajo Recreation Center	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$19.00	\$ 6,935.00	\$ 20,805.00	\$39.00	\$ 14,235.00	\$ 42,705.00
21	Washington Park Ballfield	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$33.00	\$ 12,045.00	\$ 36,135.00	\$39.00	\$ 14,235.00	\$ 42,705.00
22	Westside Community	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$33.00	\$ 12,045.00	\$ 36,135.00	\$78.00	\$ 28,470.00	\$ 85,410.00
23	Westside Sports	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$25.00	\$ 9,125.00	\$ 27,375.00	\$33.00	\$ 12,045.00	\$ 36,135.00	\$143.00	\$ 52,195.00	\$ 156,585.00
24	WWI Veterans of Company E	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$15.00	\$ 5,475.00	\$ 16,425.00	\$31.00	\$ 11,315.00	\$ 33,945.00	\$78.00	\$ 28,470.00	\$ 85,410.00
Group Total 1					\$ 394,200.00 Bidders Price \$377,775.00	\$ 1,182,600.00 Bidders Price \$1,133,325.00		\$ 147,825.00	\$ 443,475.00		\$ 232,870.00	\$ 698,610.00		\$ 569,400.00	\$ 1,708,200.00

Group 2 - Seasonal Service (Splash Pads) - April 15 - October 15

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Sue Young	Daily	183	\$47.00	\$ 8,601.00	\$ 25,803.00	\$15.00	\$ 2,745.00	\$ 8,235.00	\$36.00	\$ 6,588.00	\$ 19,764.00	\$91.00	\$ 16,653.00	\$ 49,959.00
2	Chamizal Recreation Center	Daily	183	\$47.00	\$ 8,601.00	\$ 25,803.00	\$15.00	\$ 2,745.00	\$ 8,235.00	\$21.00	\$ 3,843.00	\$ 11,529.00	\$39.00	\$ 7,137.00	\$ 21,411.00
3	Westside Community	Daily	183	\$47.00	\$ 8,601.00	\$ 25,803.00	\$15.00	\$ 2,745.00	\$ 8,235.00	\$36.00	\$ 6,588.00	\$ 19,764.00	\$91.00	\$ 16,653.00	\$ 49,959.00
4	Marty Robbins	Daily	183	\$47.00	\$ 8,601.00	\$ 25,803.00	\$15.00	\$ 2,745.00	\$ 8,235.00	\$36.00	\$ 6,588.00	\$ 19,764.00	\$143.00	\$ 26,169.00	\$ 78,507.00
5	Braden Aboud	Daily	183	\$47.00	\$ 8,601.00	\$ 25,803.00	\$15.00	\$ 2,745.00	\$ 8,235.00	\$21.00	\$ 3,843.00	\$ 11,529.00	\$39.00	\$ 7,137.00	\$ 21,411.00
Group Total 2					\$ 43,005.00	\$ 129,015.00		\$ 13,725.00	\$ 41,175.00		\$ 27,450.00	\$ 82,350.00		\$ 73,749.00	\$ 221,247.00

Group 3 - On Demand Cleaning (Single Cleaning)

Item No.	Description	Unit of Measure	Minimum Approx Quantity	Approx/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Argal	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$72.80	\$ 873.60	\$ 2,620.80
2	Blackie Chesher	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$20.00	\$ 240.00	\$ 720.00	\$35.00	\$ 420.00	\$ 1,260.00	\$127.40	\$ 1,528.80	\$ 4,586.40
3	Braden Aboud	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$54.60	\$ 655.20	\$ 1,965.60
4	Capistrano	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$54.60	\$ 655.20	\$ 1,965.60



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

					300 Exterminator Termite and Pest Control, LLC El Paso, TX Bidder 1 of 7			Ace Government Services, LLC El Paso, TX Bidder 2 of 7			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 7			De La Paz Cleaning and Rental Service LLC Del Rio, TX Bidder 4 of 7		
5	Chamizal Recreation Center	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$20.00	\$ 240.00	\$ 720.00	\$54.60	\$ 655.20	\$ 1,965.60
6	Eastside Sports	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$25.00	\$ 300.00	\$ 900.00	\$30.00	\$ 360.00	\$ 1,080.00	\$200.20	\$ 2,402.40	\$ 7,207.20
7	Eastwood	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$91.00	\$ 1,092.00	\$ 3,276.00
8	Irwin J. Lambka	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$91.00	\$ 1,092.00	\$ 3,276.00
9	Jim Crouch	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$30.00	\$ 360.00	\$ 1,080.00	\$54.60	\$ 655.20	\$ 1,965.60
10	Joey Barraza and Vino	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$25.00	\$ 300.00	\$ 900.00	\$35.00	\$ 420.00	\$ 1,260.00	\$127.40	\$ 1,528.80	\$ 4,586.40
11	Lionel Forti	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$30.00	\$ 360.00	\$ 1,080.00	\$54.60	\$ 655.20	\$ 1,965.60
12	Logan Park	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$54.60	\$ 655.20	\$ 1,965.60
13	Marty Robbins	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$30.00	\$ 360.00	\$ 1,080.00	\$163.80	\$ 1,965.60	\$ 5,896.80
14	McKelligon Canyon	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$20.00	\$ 240.00	\$ 720.00	\$35.00	\$ 420.00	\$ 1,260.00	\$91.00	\$ 1,092.00	\$ 3,276.00
15	Memorial Park Ballfield	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$20.00	\$ 240.00	\$ 720.00	\$54.60	\$ 655.20	\$ 1,965.60
16	Modesto Gomez	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$17.50	\$ 210.00	\$ 630.00	\$35.00	\$ 420.00	\$ 1,260.00	\$91.00	\$ 1,092.00	\$ 3,276.00
17	Sue Young	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$109.20	\$ 1,310.40	\$ 3,931.20
18	Sunrise	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$25.00	\$ 300.00	\$ 900.00	\$54.60	\$ 655.20	\$ 1,965.60
19	Sylvia Carreon Recreation Center	Daily	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$20.00	\$ 240.00	\$ 720.00	\$54.60	\$ 655.20	\$ 1,965.60
20	Valle Bajo Recreation Center	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$20.00	\$ 240.00	\$ 720.00	\$54.60	\$ 655.20	\$ 1,965.60



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning
BID DATE: September 25, 2024

BID NO: 2024-0653
DEPARTMENT: Streets and Maintenance

					300 Exterminator Termite and Pest Control, LLC El Paso, TX Bidder 1 of 7			Ace Government Services, LLC El Paso, TX Bidder 2 of 7			Bella Luna Engineering & Building Maintenance El Paso, TX Bidder 3 of 7			De La Paz Cleaning and Rental Service LLC Del Rio, TX Bidder 4 of 7		
21	Washington Park Ballfield	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$35.00	\$ 420.00	\$ 1,260.00	\$54.60	\$ 655.20	\$ 1,965.60
22	Westside Community	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$35.00	\$ 420.00	\$ 1,260.00	\$109.20	\$ 1,310.40	\$ 3,931.20
23	Westside Sports	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$25.00	\$ 300.00	\$ 900.00	\$35.00	\$ 420.00	\$ 1,260.00	\$200.20	\$ 2,402.40	\$ 7,207.20
24	WWI Veterans of Company E	Each	1	12	\$40.00	\$ 480.00	\$ 1,440.00	\$15.00	\$ 180.00	\$ 540.00	\$30.00	\$ 360.00	\$ 1,080.00	\$109.20	\$ 1,310.40	\$ 3,931.20
Group Total 3						\$ 11,520.00	\$ 34,560.00		\$ 4,830.00	\$ 14,490.00		\$ 8,100.00	\$ 24,300.00		\$ 26,208.00	\$ 78,624.00
						Bidders Price \$11,040.00,	Bidders Price \$33,120.00									
Grand Total (Group 1 - 3)						\$ 448,725.00	\$ 1,346,175.00		\$ 166,380.00	\$ 499,140.00		\$ 268,420.00	\$ 805,260.00		\$ 669,357.00	\$ 2,008,071.00
						Bidders Price \$431,820.00	Bidders Price \$1,295,460.00									
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:																
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:					<input type="checkbox"/> X			<input type="checkbox"/> X			<input type="checkbox"/>			<input type="checkbox"/> X		
NO OPTION OFFERED					<input type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/> x			<input type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:					YES			YES			YES			YES		



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

Garnica Corporation dba JC Landscaping
Chaparral, NM
Bidder 5 of 7

Mario A. Gonzalez dba MG Evergreen LLC
El Paso, TX
Bidder 6 of 6

Treco Services Inc.
San Antonio TX.
Bidder 7 of 7

Group 1 - 7 Day Service

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Argal	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$35.4758770024174	\$ 12,948.70	\$ 38,846.09
2	Blackie Chesher	Daily	365	\$33.00	\$ 12,045.00	\$ 36,135.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$42.867218178888	\$ 15,646.53	\$ 46,939.60
3	Braden Aboud	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
4	Capistrano	Daily	365	\$33.00	\$ 12,045.00	\$ 36,135.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$32.704124061241	\$ 11,937.01	\$ 35,811.02
5	Chamizal Recreation Center	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
6	Eastside Sports	Daily	365	\$60.00	\$ 21,900.00	\$ 65,700.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$41.019382884770	\$ 14,972.07	\$ 44,916.22
7	Eastwood	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$34.653314552780	\$ 12,648.46	\$ 37,945.38
8	Irwin J. Lambka	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$33.628041708300	\$ 12,274.24	\$ 36,822.71
9	Jim Crouch	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
10	Joey Barraza and Vino	Daily	365	\$50.00	\$ 18,250.00	\$ 54,750.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$41.943300531829	\$ 15,309.30	\$ 45,927.91
11	Lionel Forti	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
12	Logan Park	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$34.551959355359	\$ 12,611.47	\$ 37,834.40
13	Marty Robbins	Daily	365	\$33.00	\$ 12,045.00	\$ 36,135.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$35.475877002417	\$ 12,948.70	\$ 38,846.09



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

				Garnica Corporation dba JC Landscaping Chaparral, NM Bidder 5 of 7			Mario A. Gonzalez dba MG Evergreen LLC El Paso, TX Bidder 6 of 6			Tresco Services Inc. San Antonio TX. Bidder 7 of 7		
14	McKelligon Canyon	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$29.932371120065	\$ 10,925.32	\$ 32,775.95
15	Memorial Park Ballfield	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$35.475877002417	\$ 12,948.70	\$ 38,846.09
16	Modesto Gomez	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$34.551959355359	\$ 12,611.47	\$ 37,834.40
17	Sue Young	Daily	365	\$33.00	\$ 12,045.00	\$ 36,135.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
18	Sunrise	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
19	Sylvia Carreon Recreation Center	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
20	Valle Bajo Recreation Center	Daily	365	\$28.00	\$ 10,220.00	\$ 30,660.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$31.780206414182	\$ 11,599.78	\$ 34,799.33
21	Washington Park Ballfield	Daily	365	\$33.00	\$ 12,045.00	\$ 36,135.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$33.628041708300	\$ 12,274.24	\$ 36,822.71
22	Westside Community	Daily	365	\$45.00	\$ 16,425.00	\$ 49,275.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$37.323712296535	\$ 13,623.15	\$ 40,869.46
23	Westside Sports	Daily	365	\$70.00	\$ 25,550.00	\$ 76,650.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$48.410724061241	\$ 17,669.91	\$ 53,009.74
24	WWI Veterans of Company E	Daily	365	\$50.00	\$ 18,250.00	\$ 54,750.00	\$13.00	\$ 4,745.00	\$ 14,235.00	\$36.399794649476	\$ 13,285.93	\$ 39,857.78
Group Total 1					\$ 309,885.00	\$ 929,655.00		\$ 113,880.00	\$ 341,640.00		\$ 307,433.38	\$ 922,300.13
					Bidders Price \$299,665.00	Bidders Price \$898,995.00						

Group 2 - Seasonal Service (Splash Pads) - April 15 - October 15

Item No.	Description	Unit of Measure	Approximate/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Sue Young	Daily	183	\$45.00	\$ 8,235.00	\$ 24,705.00	\$16.50	\$ 3,019.50	\$ 9,058.50	\$33.5166881388621	\$ 6,133.55	\$ 18,400.66
2	Chamizal Recreation Center	Daily	183	\$40.00	\$ 7,320.00	\$ 21,960.00	\$16.50	\$ 3,019.50	\$ 9,058.50	\$33.5166881388621	\$ 6,133.55	\$ 18,400.66



CITY OF EL PASO

BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

				Garnica Corporation dba JC Landscaping Chaparral, NM Bidder 5 of 7			Mario A. Gonzalez dba MG Evergreen LLC El Paso, TX Bidder 6 of 6			Tresco Services Inc. San Antonio TX. Bidder 7 of 7		
3	Westside Community	Daily	183	\$55.00	\$ 10,065.00	\$ 30,195.00	\$16.50	\$ 3,019.50	\$ 9,058.50	\$39.8521234329797	\$ 7,292.94	\$ 21,878.82
4	Marty Robbins	Daily	183	\$45.00	\$ 8,235.00	\$ 24,705.00	\$16.50	\$ 3,019.50	\$ 9,058.50	\$37.7403116682739	\$ 6,906.48	\$ 20,719.43
5	Braden Aboud	Daily	183	\$40.00	\$ 7,320.00	\$ 21,960.00	\$16.50	\$ 3,019.50	\$ 9,058.50	\$33.5166881388621	\$ 6,133.55	\$ 18,400.66
Group Total 2					\$ 41,175.00	\$ 123,525.00		\$ 15,097.50	\$ 45,292.50		\$ 32,600.08	\$ 97,800.23

Group 3 - On Demand Cleaning (Single Cleaning)

Item No.	Description	Unit of Measure	Minimum Approx Quantity	Approx/ Estimate Quantity (A)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)	Price (B)	Yearly Total C = A X B (C)	3 Year Total D = C X 3 (D)
1	Argal	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$35.4758770024174	\$ 425.71	\$ 1,277.13
2	Blackie Chesher	Each	1	12	\$38.00	\$ 456.00	\$ 1,368.00	\$16.50	\$ 198.00	\$ 594.00	\$42.8672181788880	\$ 514.41	\$ 1,543.22
3	Braden Aboud	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
4	Capistrano	Each	1	12	\$38.00	\$ 456.00	\$ 1,368.00	\$16.50	\$ 198.00	\$ 594.00	\$32.7041240612409	\$ 392.45	\$ 1,177.35
5	Chamizal Recreation Center	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
6	Eastside Sports	Each	1	12	\$65.00	\$ 780.00	\$ 2,340.00	\$25.00	\$ 300.00	\$ 900.00	\$41.0193828847704	\$ 492.23	\$ 1,476.70
7	Eastwood	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$34.6533145527800	\$ 415.84	\$ 1,247.52
8	Irwin J. Lambka	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$33.6280417082998	\$ 403.54	\$ 1,210.61
9	Jim Crouch	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
10	Joey Barraza and Vino	Each	1	12	\$55.00	\$ 660.00	\$ 1,980.00	\$25.00	\$ 300.00	\$ 900.00	\$41.9433005318292	\$ 503.32	\$ 1,509.96



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

					Garnica Corporation dba JC Landscaping Chaparral, NM Bidder 5 of 7			Mario A. Gonzalez dba MG Evergreen LLC El Paso, TX Bidder 6 of 6			Tresco Services Inc. San Antonio TX. Bidder 7 of 7		
11	Lionel Forti	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
12	Logan Park	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$34.5519593553586	\$ 414.62	\$ 1,243.87
13	Marty Robbins	Each	1	12	\$38.00	\$ 456.00	\$ 1,368.00	\$25.00	\$ 300.00	\$ 900.00	\$35.4758770024174	\$ 425.71	\$ 1,277.13
14	McKelligon Canyon	Each	1	12	\$50.00	\$ 600.00	\$ 1,800.00	\$16.50	\$ 198.00	\$ 594.00	\$29.9323711200645	\$ 359.19	\$ 1,077.57
15	Memorial Park Ballfield	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$35.4758770024174	\$ 425.71	\$ 1,277.13
16	Modesto Gomez	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$34.5519593553586	\$ 414.62	\$ 1,243.87
17	Sue Young	Each	1	12	\$38.00	\$ 456.00	\$ 1,368.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
18	Sunrise	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
19	Sylvia Carreon Recreation Center	Daily	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
20	Valle Bajo Recreation Center	Each	1	12	\$33.00	\$ 396.00	\$ 1,188.00	\$16.50	\$ 198.00	\$ 594.00	\$31.7802064141821	\$ 381.36	\$ 1,144.09
21	Washington Park Ballfield	Each	1	12	\$38.00	\$ 456.00	\$ 1,368.00	\$16.50	\$ 198.00	\$ 594.00	\$33.6280417082998	\$ 403.54	\$ 1,210.61



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Parks Permanent Restroom Cleaning

BID NO: 2024-0653

BID DATE: September 25, 2024

DEPARTMENT: Streets and Maintenance

					Garnica Corporation dba JC Landscaping Chaparral, NM Bidder 5 of 7			Mario A. Gonzalez dba MG Evergreen LLC El Paso, TX Bidder 6 of 6			Tresco Services Inc. San Antonio TX. Bidder 7 of 7		
22	Westside Community	Each	1	12	\$50.00	\$ 600.00	\$ 1,800.00	\$16.50	\$ 198.00	\$ 594.00	\$37.3237122965350	\$ 447.88	\$ 1,343.65
23	Westside Sports	Each	1	12	\$75.00	\$ 900.00	\$ 2,700.00	\$25.00	\$ 300.00	\$ 900.00	\$48.4107240612409	\$ 580.93	\$ 1,742.79
24	WWI Veterans of Company E	Each	1	12	\$55.00	\$ 660.00	\$ 1,980.00	\$16.50	\$ 198.00	\$ 594.00	\$36.3997946494762	\$ 436.80	\$ 1,310.39
Group Total 3						\$ 11,628.00	\$ 34,884.00		\$ 5,160.00	\$ 15,480.00		\$ 10,107.40	\$ 30,322.20
						Bidders Price \$11,232.00	Bidders Price \$33,696.00						
Grand Total (Group 1 - 3)						\$ 362,688.00	\$ 1,088,064.00		\$ 134,137.50	\$ 402,412.50		\$ 350,140.85	\$ 1,050,422.56
						Bidders Price \$352,072.00	Bidders Price \$1056,216.00						

<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:							
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT:					<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NO OPTION OFFERED					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:					YES	YES	YES

BIDS SOLICITED: 452 LOCAL BIDS SOLICITED: 264 BIDS RECEIVED: 7 LOCAL BIDS RECEIVED: 4 NO BID: 4

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Online Views for 2024-0653 Parks Permanent Restroom Cleaning Services			
No.	Participant Name	City	State
1.	Ace Government Services LLC	El Paso	TX
2.	300 EXTERMINATOR TERMITE AND PEST CONTROL, LLC	El Paso	TX
3.	MG Evergreen LLC	El Paso	TX
4.	Treco Services, Inc.	San Antonio	TX
5.	JC LANDSCAPING (GARNICA CORPORATION)	El Paso	TX
6.	Bella Luna Engineering and Building Maintenance	El Paso	TX
7.	DLP Services LLC (De La Paz Cleaning and Rental Services LLC)	Del Rio	TX
8.	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
9.	A's Maintenance & Landscaping	El Paso	TX
10.	ASC General Contractors	El Paso	TX
11.	Bright Bolt Enterprises, Inc.	El Paso	TX
12.	Construction Reporter	Albuquerque	NM
13.	Eric Swanson	El Paso	TX
14.	HomeScape (Long Term Capital LLC)	El Paso	TX
15.	Life Landscaping	El Paso	TX
16.	MATER Construction Consultants, LLC	Richardson	TX
17.	Mean Clean LLC	El Paso	TX
18.	North America Procurement Council Inc., PBC	Grand Junction	CO
19.	Octavias Group LLC (Paris O. Davidson)	El Paso	TX
20.	Solis General Construction	El Paso	TX
21.	The PlanIt Room	El Paso	TX
22.	US Quality Meats LLC	El Paso	TX
23.	Woody & Finn Doggy Daycare	El Paso	TX
24.	YML Cleaning Services	El Paso	TX
25.	Unipak Corp.	West Long Branch	NJ
26.	Complete Supply Inc	Farmers Branch	TX
27.	OLIVARES ELECTRIC OF EL PASO, LLC	El Paso	TX
28.	Zeraus Iluminacion	El Paso	TX
29.	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
30.	American Facility Services, Inc.	ALPHARETTA	GA
31.	EcoBio CLean	El Paso	TX
32.	HJP Commercial Cleaning LLC (Haro's Janitorial Professional Commercial Cleaning LLC)	El Paso	TX
33.	Walker Systems78 LLC	Horizon City	TX

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 Steven Chapel

Business Name Ace Government Services, LLC

Agenda Item Type 2024-0653 Parks Permanent Restroom Cleaning Services

Relevant Department Parks and Recreation

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: 04/29/2025



Legislation Text

File #: 25-578, 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.

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

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

Award Summary:

The award of Solicitation 2025-0054 Auxiliary Generator Maintenance to American Generator Services North America for an initial term of three (3) years for an estimated award of \$549,923.53. The total contract time is for three (3) years for a total estimated amount of \$549,923.53. This contract will allow for the continual maintenance and upkeep of auxiliary generators for Fire, Police, Emergency Management and transmitter sites in the event of a power outage.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$264,923.52 for the initial term, which represents a 92.96% increase due to an increase in prices for scheduled maintenance, 8 new locations added to the scope of work, and an added budgeted amount for emergency parts and services.

Department:	Streets and Maintenance
Award to:	American Generator Services
	North America
City & State:	Houston, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$183,307.84

Initial Term Estimated Award:	\$549,923.52
Option Term Estimated Award:	NA
Total Estimated Award:	\$549,923.52
Account(s):	532-1000-522260-31040-P3120
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to American Generator Services North America 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
Purchasing & Strategic Sourcing

AGENDA DATE: May 13, 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:

The award of Solicitation 2025-0054 Auxiliary Generator Maintenance to American Generator Services North America for an initial term of three (3) years for an estimated award of \$549,923.52. The total contract time is for three (3) years for a total estimated amount of \$549,923.52.

BACKGROUND / DISCUSSION:

This contract will allow for the continual maintenance and upkeep of auxiliary generators, allowing for consistent, safe and efficient operation of crucial Fire, Police, Emergency Management and Transmitter sites in the event of a power outage.

COMMUNITY AND STAKEHOLDER OUTREACH:

NA

SELECTION SUMMARY:

As per Section 9.1.8.1 of The Amended and Restated Procurement and Sourcing Policy, "if a contract cannot be awarded after two competitive procurement/selection process, the requirement can be fulfilled by a non-competitive award". Prior solicitations 2024-0096 and 2024-0399

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$264,923.52 for the initial term, which represents a 92.96% increase due to an increase in prices for scheduled maintenance, 8 new locations added to the scope of work, and an added budgeted amount for emergency parts and services.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$549,923.52

Funding Source: General Fund

Account: 532-1000-522260-31040-P3120

2025-0054 Auxiliary Generator Maintenance

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.

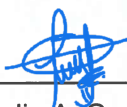
NAME	AMOUNT (\$)
Form was provided to the applicant	

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

DEPARTMENT HEAD:



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 Consent Agenda for the City Council of May 13, 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:

The award of Solicitation 2025-0054 Auxiliary Generator Maintenance to American Generator Services North America for an initial term of three (3) years for an estimated award of \$549,923.53. The total contract time is for three (3) years for a total estimated amount of \$549,923.53. This contract will allow for the continual maintenance and upkeep of auxiliary generators for Fire, Police, Emergency Management and transmitter sites in the event of a power outage.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$264,923.52 for the initial term, which represents a 92.96% increase due to an increase in prices for scheduled maintenance, 8 new locations added to the scope of work, and an added budgeted amount for emergency parts and services.

Department:	Streets and Maintenance
Award to:	American Generator Services North America
City & State:	Houston, Texas
Item(s):	All
Initial Term:	3 Years
Option Term:	NA
Total Contract Time:	3 Years
Annual Estimated Award:	\$183,307.84
Initial Term Estimated Award:	\$549,923.52
Option Term Estimated Award:	NA
Total Estimated Award:	\$549,923.52
Account(s):	532-1000-522260-31040-P3120
Funding Source(s):	General Fund
District(s):	All

Non-competitive unit price contract under Procurement Sourcing Policy Section 9.1.8.1 (2): If a contract cannot be awarded after two competitive procurements/selection process. The requirement can be fulfilled by a non-competitive award.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to American Generator Services North America 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.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name _____

Business Name _____

Agenda Item Type _____

Relevant Department _____

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

☒

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

OR

☐

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

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

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

Signature: _____

Date: 04/23/2025

2025-0054 Auxiliary Generator Maintenance

Supplier Name: American Generator Services NA _____

Form 034 (Rev. 2) - 9/27/2021
Previous versions obsolete

18



Legislation Text

File #: 25-574, 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

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

AGENDA LANGUAGE:

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

Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just make sure all posting language is populated between "TITLE" and "END".

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

Award Summary:

The award of Solicitation 2025-0075 Rescue Disinfectant to Unimed Government Services, LLC dba UGS Medical for an initial term of three (3) years for an estimated amount of \$290,777.40. The award also includes one (1) term, of two (2) years for an estimated amount of \$193,851.60. The total contract time is for five (5) years for an estimated total amount of \$484,629.00. This contract will allow the purchase of rescue disinfectant, used extensively in day-to-day animal shelter operations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$172,265.40 for the initial term, which represents a 145.36% increase due to additional quantities required under this contract.

Department:	Animal Services
Award to:	Unimed Government Services dba UGS Medical
City & State:	Lakeville, MN
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$96,925.80

Initial Term Estimated Award:	\$290,777.40
Option Term Estimated Award:	\$193,851.60
Total Estimated Award	\$484,629.00
Account(s)	225 - 2580 - 25110 - 531120
Funding Source(s):	Clinical Medical Supplies
District(s):	All

This was a Low Bid Procurement - unit price contract.

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Unimed Government Services dba UGS Medical 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.

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

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



DEPARTMENT: Animal Services
Purchasing & Strategic Sourcing

AGENDA DATE: May 13, 2025

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON NAME: Terry K. Kebschull, Director
Claudia A. Garcia, Director

PHONE NUMBER: (915) 212-8742

DISTRICT(S) AFFECTED: All

PHONE NUMBER (915) 212-0043

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

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

SUBJECT:

The award of solicitation 2025-0075 Rescue Disinfectant to Unimed Government Services, LLC dba UGS Medical, for an initial term of three (3) years for an estimated amount of \$290,777.40. The award also includes one (1), two (2) year option for an estimated amount of \$193,851.60. The total contract time is for five (5) years for a total estimated amount of \$484,629.00. This contract will allow the purchase of Rescue Disinfectant, used extensively in day-to-day shelter operations at the main shelter on Fred Wilson, the auxiliary shelter in Socorro, and the newly acquired facility at Morehead Middle.

BACKGROUND / DISCUSSION:

El Paso Animal Services Shelter depends on Rescue disinfectant to quickly clean and remove dirt, grime, blood, urine, mold stains, laboratory stains, and other common soils found in the kennels and throughout the facilities.

COMMUNITY AND STAKEHOLDER OUTREACH:

A pre-bid meeting was held on February 5, 2025. No attendees.

SELECTION SUMMARY:

Solicitation was advertised on January 28, 2025 and February 4, 2025. The solicitation was posted on City website on January 28, 2025. There were a total of twenty-six (26) viewers online; five (5) bids were received; none from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$172,265.40 for the initial term, which represents a 145.36% increase due to additional quantities required under this contract.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

NA

AMOUNT AND SOURCE OF FUNDING:

Amount: \$484,629.00

Funding Source: 225-2580-25110-531120

Account: Clinical Medical Supplies

2025-0075 Rescue Disinfectant

Revised 4/7/2025-V5 – 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	N/A

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

DEPARTMENT HEADS:



Terry K. Kebschull, Director of Animal Services



Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Low Bid

*****Posting Language Below*****

Please place the following item on the Consent Agenda for the City Council Meeting of May 13, 2025.

Strategic Goal 8 - Nurture and Promote a Healthy, Sustainable Community

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

Award Summary:

The award of Solicitation 2025-0075 Rescue Disinfectant to Unimed Government Services, LLC dba UGS Medical for an initial term of three (3) years for an estimated amount of \$290,777.40. The award also includes one (1) term, of two (2) years for an estimated amount of \$193,851.60. The total contract time is for five (5) years for an estimated total amount of \$484,629.00. This contract will allow the purchase of rescue disinfectant, used extensively in day-to-day animal shelter operations.

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$172,265.40 for the initial term, which represents a 145.36% increase due to additional quantities required under this contract.

Department:	Animal Services
Award to:	Unimed Government Services dba UGS Medical
City & State:	Lakeville, MN
Item(s):	All
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	\$96,925.80
Initial Term Estimated Award:	\$290,777.40
Option Term Estimated Award:	\$193,851.60
Total Estimated Award	\$484,629.00
Account(s)	225 – 2580 – 25110 – 531120
Funding Source(s):	Clinical Medical Supplies
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing Department and Animal Services Department recommend award as indicated to Unimed Government Services dba UGS Medical 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.

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



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Rescue Disinfectant							BID NO: 2025-0075					
BID DATE: March 5, 2025							DEPARTMENT: Animal Services					
				Agni Enterprises, LLC dba Head to Heels Safety Supplies Miami, FL Bidder 1 of 5			Ed & Leute LLC Arlinton, TX Bidder 2 of 5			Modeleine Georgeon-Etienne dba Omnipre Conect LLC North Easton, MA Bidder 3 of 5		
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)
1	Rescue Concentrate Disinfectant (55 gallon)	Drum	60	2019.26	\$ 121,155.60	\$ 363,466.80	2138.09	\$ 128,285.40	\$ 384,856.20	1740.19	\$ 104,411.40	\$ 313,234.20
					\$ 121,155.60	\$ 363,466.80		\$ 128,285.40	\$ 384,856.20		\$ 104,411.40	\$ 313,234.20
<u>OPTION TO EXTEND THE TERM OF THE</u>												
<u>AGREEMENT</u>												
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.												
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:												
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<input checked="" type="checkbox"/>			<input type="checkbox"/>			<input type="checkbox"/>		
NO OPTION OFFERED				<input type="checkbox"/>			<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/>		
AMENDMENTS ACKNOWLEDGED:												
BIDS SOLICITED: 539 LOCAL BIDS SOLICITED: 300 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 0 NO BID: 5												
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.												



CITY OF EL PASO
BID TABULATION FORM



BID TITLE: Rescue Disinfectant							BID NO: 2025-0075			
BID DATE: March 5, 2025							DEPARTMENT: Animal Services			
				Patterson Veterinary Supply Inc. St. Paul, MN Bidder 4 of 5			Unimed Government Services dba UGS Medical Lakeville, MN Bidder 5 of 5			
Item No.	Description	Unit of Measure	Approximate Estimate Quantity (A)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	Price (B)	Yearly Total (C = A X B) (C)	3 Year Total (D = C X 3) (D)	
1	Rescue Concentrate Disinfectant (55 gallon)	Drum	60	1922.2175	\$ 115,333.05	\$ 345,999.15	1615.43	\$ 96,925.80	\$ 290,777.40	
					\$ 115,333.05	\$ 345,999.15		\$ 96,925.80	\$ 290,777.40	
OPTION TO EXTEND THE TERM OF THE										
AGREEMENT										
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND.										
BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:										
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S)				<div>X</div>			<div>X</div>			
NO OPTION OFFERED				<div></div>			<div></div>			
AMENDMENTS ACKNOWLEDGED:										
BIDS SOLICITED: 539 LOCAL BIDS SOLICITED: 300 BIDS RECEIVED: 5 LOCAL BIDS RECEIVED: 0 NO BID: 4										

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

**2025-0075 Rescue Disinfectant
Viewers List**

<u>No.</u>	<u>Participant Name</u>	<u>City</u>	<u>State</u>
1	Unimed Government Services, LLC	Lakeville	MN
2	Agni Enterprises, LLC (dba) Head to Heels Safety Supplies	Miami	FL
3	Patterson Veterinary Supply	St. Paul	MN
4	OmniPre Connect LLC	North Easton	MA
5	American Linen & Uniform Supply (American Linen Supply of New Mexico Inc)	Las Cruces	NM
6	Ritz Safety LLC	Dayton	OH
7	Zeraus Iluminacion	El Paso	TX
8	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
9	Unipak Corp.	West Long Branch	NJ
10	BE! GRAPHICS	EL PASO	TX
11	Bright Bolt Enterprises, Inc.	EL PASO	TX
12	Burman Construction, LLC	El Paso	TX
13	Construction Reporter	Albuquerque	NM
14	Done Right Handyman Service LLC	El Paso	TX
15	EL PASO MOSQUITO LLC	EL PASO	TX
16	Fidelis Protective Services (Fidelis Protective Services LLC)	El Paso	TX
17	Global Containers & Custom Packaging Inc.	EL PASO	TX
18	Midwest Veterinary Supply	Lakeville	MN
19	National Contracting	El Paso	TX
20	North America Procurement Council Inc., PBC	Grand Junction	CO
21	R-Family Trucking, LLC	EL PASO	TX
22	Rio Seco Ag and Supply	Clint	TX
23	Sandia Office Supply	Albuquerque	NM
24	Spectrum Paper	El Paso	TX
25	The PlanIt Room	El Paso	TX
26	WinSupply of El Paso (WinSupply of El Paso TX Co)	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	Ed Schmitt
Business Name	Unimed Government Services dba UGS Medical
Agenda Item Type	Rescue Disinfectant
Relevant Department	Department of Animal Services

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: Ed Schmitt Date: 2/10/2025



Legislation Text

File #: 25-596, 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 on a Resolution authorizing the expenditure of District 5 discretionary funds in an amount not to exceed ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) for the purchase of water safety gear and vests. This expenditure will support the upcoming opening of the City's water parks and serves a municipal purpose by enhancing the quality of life for the citizens of El Paso, by providing a safe and enjoyable experience for all visitors to the City's water parks this season.

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



DEPARTMENT:

AGENDA DATE: May 13, 2025

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

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

That the City Council declares that the expenditure of District 5 discretionary funds in an amount not to exceed \$1,500.00 to be used for the purchase of water safety gear/vests in preparation for the upcoming opening of the City's water parks serves the municipal purpose of enhancing the quality of the life of the citizens of El Paso, and by providing a safe and enjoyable experience for all visitors to the City's water parks this season; and

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

APPROVED this _____ day of _____, 2025.

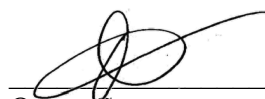
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney



Legislation Text

File #: 25-606, 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 Alejandra Chávez, (915) 212-0001

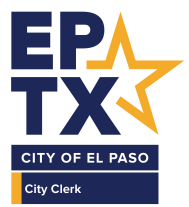
AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to allocate \$1,000.00 from District 1 Discretionary Funds to support the purchase of refreshments for Movies in the Park at Braden Aboud Memorial Park on May 23, 2025.

The allocation of discretionary funds will support the purchase of popcorn, snacks, icecream, water, and other refreshments for the District 1 Movies in the Park event scheduled for Friday, May 23, 2025, at 7:30 PM at Braden Aboud Memorial Park. The featured movie will be Inside Out 2.

**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

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

That the City Council authorizes the expenditure of District 1 discretionary funds in an amount not to exceed ONE THOUSAND DOLLARS (\$1,000.00) towards the costs of food, non-alcoholic beverages, and other related items necessary for the support of the "Movies in the Park" event, a one night movie night in Braden Aboud Memorial Park within District 1 on May 23, 2025, and declares that this expenditure serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, and encourages civic engagement; and

That the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

APPROVED this _____ day of _____, 2025.


CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla Saenz
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-612, 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

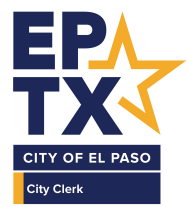
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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 accept the donation of \$2,500.00 from Schneider Electric for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.

**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*****



Legislation Text

File #: 25-613, 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

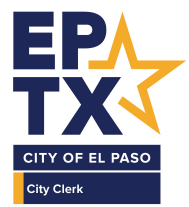
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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 accept the donation of \$500.00 from Rio Vista Behavioral Health for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.

**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*****



Legislation Text

File #: 25-614, 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

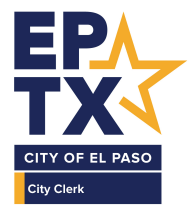
Members of the City Council, Representative Alejandra Chávez, (915) 212-0001

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 accept the donation of \$5,000.00 from Jobe Materials, L.P. for the District 1 Community Cookout at Westside Community Park and other signature community events to be held within the District.

**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 #: 25-594, 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

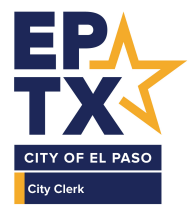
Members of the City Council, Representative Lily Limón, (915) 212-1030

AGENDA LANGUAGE:

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

Discussion and action to allow for public comment on all agenda items as they are heard during the meeting, with a 3 minute time limit on each item.

**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*****



Legislation Text

File #: 25-610, 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

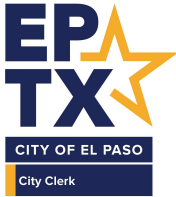
Members of the City Council, Representative Deanna Maldonado-Rocha, (915) 212-0003

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of District 3 Discretionary Funds in an amount not to exceed \$1,000 for capital costs related to the new Pet Pantries at El Paso Public Libraries, mobile microchip scanners, and related accoutrements, which serves a municipal purpose by nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM



DEPARTMENT: Mayor and Council

AGENDA DATE: 05/13/2025

CONTACT PERSON NAME Rep. Deanna Maldonado-Rocha PHONE NUMBER:

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 – Nurture and promote a

SUBGOAL: Support Animal Services Operations

SUBJECT: A Resolution to authorize the expenditure of District 3 Discretionary Funds in an amount not to exceed \$1,000 for capital costs related to the new Pet Pantries at El Paso Public Libraries, mobile microchip scanners, and related accoutrements, which serves a municipal purpose by nurturing and promoting a healthy, sustainable community and stakeholder outreach.

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

The Pet Pantry initiative at El Paso Public Libraries, in partnership with the Borderland Animal Welfare Collaborative at the El Paso Community Foundation, is a project originally proposed by Rep. Canales that is designed to provide essential resources for pet owners in need, ensuring the well-being of pets in our community and reducing the risk of pet abandonment. The allocation of District 3 Discretionary Funds, in an amount not to exceed \$1,000, will cover some capital costs associated with setting up and acquiring these pantries, mobile microchip scanners, and other necessary equipment.

PRIOR COUNCIL ACTION:

Yes.

AMOUNT AND SOURCE OF FUNDING:

District 3 Discretionary Funds in an amount not to exceed \$1,000

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

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



DEPARTMENT:

AGENDA DATE: May 13, 2025

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

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

That the City Council declares that the expenditure of District 5 discretionary funds in an amount not to exceed \$1,500.00 to be used for the purchase of water safety gear/vests in preparation for the upcoming opening of the City's water parks serves the municipal purpose of enhancing the quality of the life of the citizens of El Paso, and by providing a safe and enjoyable experience for all visitors to the City's water parks this season; and

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

APPROVED this _____ day of _____, 2025.

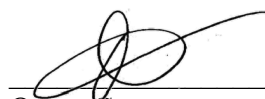
THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney



Legislation Text

File #: 25-611, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

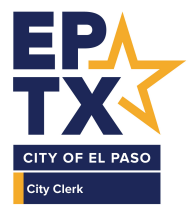
Members of the City Council, Representative Art Fierro, (915) 212-0006

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to authorize the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including mobile microchip scanners, and related accoutrements, which serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners; and further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

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



DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME

PHONE NUMBER:

2nd CONTACT PERSON

PHONE NUMBER:

3rd CONTACT PERSON

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

COMMUNITY AND STAKEHOLDER OUTREACH:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)	DATE

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

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

RESOLUTION

WHEREAS, the Representative of District 6 desires to use discretionary funds for nurturing and promoting a healthy, sustainable community for El Paso pets and pet owners.

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

THAT City Council declares the expenditure of District 6 discretionary funds, in an amount not to exceed \$1,000.00 for capital costs related to the new Pet Pantries at El Paso Public Libraries, including mobile microchip scanners, and related accoutrements, which serves the municipal purpose of nurturing and promoting a healthy and sustainable community for El Paso pets and pet owners.

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

APPROVED this the _____ day of _____ 2025.

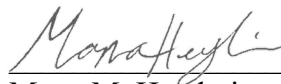
THE CITY OF EL PASO

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-615, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

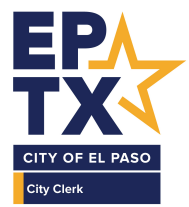
Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

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

Presentation of the Animal Shelter Advisory Committee Annual Report for Calendar Year 2024.

**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 #: 25-586, 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

Destination El Paso, Jose Garcia, (915) 573-0757

AGENDA LANGUAGE:

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

Presentation on FY25 Tourism Development by Destination El Paso.

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



DEPARTMENT: Destination El Paso

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Jose Garcia, Benjamin Fyffe

PHONE NUMBER: 505-573-0757

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Promoting Tourism

SUBGOAL:

Increase awareness of Destination El Paso's initiatives and promote El Paso as a premier travel destination.

SUBJECT:

Overview of Destination El Paso's initiatives to Promote Tourism, Support Economic Impact, and Enhance Community and Cultural Development.

BACKGROUND / DISCUSSION:

Destination El Paso will provide an informational presentation to City Council highlighting the organization's role in promoting tourism, enhancing economic development, and supporting community engagement through its various departments, including Visit El Paso, El Paso Live, and the Film and Creative industries Commission.

The presentation will offer an overview of current marketing efforts, tourism development initiatives, event and venue services, and their combined economic impact on the City of El Paso.

This presentation is scheduled for the May 13, 2025, City Council meeting and is intended to inform Council and the public about Destination El Paso's ongoing work and contributions to the city's growth and visibility. No action from Council is requested at this time.

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: _____

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



Legislation Text

File #: 25-554, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, City of El Paso, El Paso County, Texas from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract). 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: Gateway Blvd. East and Americas

Applicant: Ivey Partners LTD, PZRZ24-00037

**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 A PORTION OF TRACT 1-B-1 AND 1-B-2, O.A. DANIELSON SURVEY 314 AND A PORTION OF TRACT 3-B, BLOCK 56, YSLETA GRANT SURVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-3/SC (COMMERCIAL/SPECIAL CONTRACT) TO C-4/SC (COMMERCIAL/SPECIAL CONTRACT). 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 a portion of Tract 1-B-1 and 1-B-2, O.A. Danielson Survey 314 and a portion of Tract 3-B, Block 56, Ysleta Grant Survey, 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 C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract), as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department



11385 James Watt, Suite B-13
 El Paso, Texas 79936
 915-351-6701 Office
 915-595-2905 Fax
 grvies@gmail.com
 www.integratedengineeringsolutions.com

TBPELS Firm #15313, #10194278

METES AND BOUNDS DESCRIPTION

REZONING

PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND
 PORTION OF TRACT 3-B, BLOCK 56, YSLETA GRANT SURVEY
 36.9745 ACRES

AN ENTIRE TRACT OF LAND CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET), MORE OR LESS, CONTAINING A PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND A PORTION OF 3-B, BLOCK 56, YSLETA GRANT SURVEY, OWNED BY IVEY PARTNERS, LTD AS DESCRIBED IN DOC #00092071853 (VOLUME 2413 PAGE 0019), LOCATED IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: **COMMENCING** AT A FOUND U.S. ARMY CORPS OF ENGINEERS BRASS CAP SET IN CONCRETE STAMPED (P.B.M. #5 YEAR 1990) AS DESCRIBED IN DOC #20020033782 (VOL 4237, PAGE 0665) (SURFACE COORDINATES: N=10,637,043.20, E=444,298.40); **THENCE** TRAVELING SOUTH 40° 53' 04" EAST FOR A DISTANCE OF 2002.02 FEET (FIELD) (2,001.34 FEET R) TO A SET ½" REBAR BEING THE NORTHWESTERN CORNER OF THIS REZONING SITE (SURFACE COORDINATES: N=10,636,723.33, E=450,349.91), AND BEING THE **POINT OF BEGINNING** OF THIS DESCRIPTION,

- 1) **THENCE**, TRAVELING ALONG THE IH-10 RIGHT-OF-WAY, SOUTH 40° 53' 04" EAST, FOR A DISTANCE OF 579.84 FEET TO A FOUND TXDOT BRASS CAP;
- 2) **THENCE**, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 21° 54' 20" EAST, FOR A DISTANCE OF 180.80 FEET TO A SET ½" REBAR;
- 3) **THENCE**, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 0° 11' 43" EAST, FOR A DISTANCE OF 740.49 FEET TO A SET ½" REBAR;
- 4) **THENCE**, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 19° 11' 00" WEST, FOR A DISTANCE OF 298.68 FEET TO A FOUND TXDOT ROW BRASS CAP;
- 5) **THENCE**, TRAVELING ALONG THE STATE LOOP 375 RIGHT-OF-WAY, SOUTH 41° 12' 27" WEST, FOR A DISTANCE OF 1389.09 FEET TO A FOUND ½" REBAR LOCATED AT THE SOUTHEASTERN CORNER OF THIS PROPERTY;
- 6) **THENCE**, TRAVELING NORTH 48° 43' 22" WEST, FOR A DISTANCE OF 367.45 FEET TO A SET ½" REBAR LOCATED AT THE SOUTHWESTERN CORNER OF THIS PROPERTY;
- 7) **THENCE**, TRAVELING NORTH 19° 03' 26" EAST, FOR A DISTANCE OF 442.90 FEET TO A SET ½" REBAR;
- 8) **THENCE**, TRAVELING SOUTH 71° 58' 32" EAST, FOR A DISTANCE OF 436.30 FEET TO A SET ½" REBAR;
- 9) **THENCE**, TRAVELING NORTH 48° 25' 18" EAST, FOR A DISTANCE OF 120.44 FEET TO A SET ½" REBAR;
- 10) **THENCE**, TRAVELING NORTH 63° 20' 25" WEST, FOR A DISTANCE OF 499.68 FEET TO A SET ½" REBAR;
- 11) **THENCE**, TRAVELING NORTH 19° 03' 26" EAST, FOR A DISTANCE OF 1,950.49 FEET, TO THE SET ½" REBAR BEING THE NORTHWESTERN PROPERTY CORNER, AND



11385 James Watt, Suite B-13
El Paso, Texas 79936
915-351-6701 Office
915-595-2905 Fax
grvies@gmail.com
www.integratedengineeringsolutions.com

TBPELS Firm #15313, #10194278

BEING THE **TRUE POINT OF BEGINNING**, CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET) OF LAND.

SAID TRACT CONTAINING A PORTION OF TRACTS 1B1 & 1B2, O.A. DANIELSON SURVEY 314, AND A PORTION OF 3-B, BLOCK 56, YSLETA GRANT SURVEY, CONTAINING 36.9745 ACRES (1,610,609.32 SQUARE FEET), MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS OF RECORD.

THE STATE OF TEXAS
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:




















That I, Jose L. Rodarte, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision WITNESS MY HAND AND SEAL in the City of El Paso, El Paso County, Texas on the date shown below.



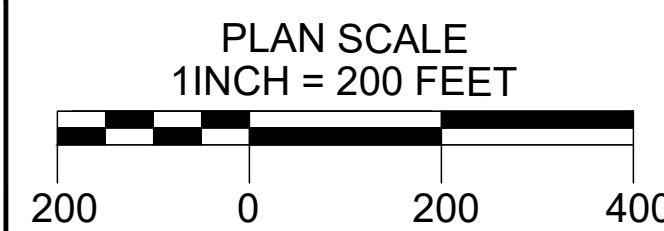
Jose L. Rodarte 2/26/25
Jose L. Rodarte Date
Registered Professional Land Surveyor



AREA TO BE REZONED

CONCRETE PILLAR		WATER MANHOLE	
COMMUNICATION MANHOLE		WHITE STRIPE LINE	
FIBER OPTIC PILLAR		SIGN	
LIGHT POLE		CITY MONUMENT	
GUY WIRE ANCHOR		FOUND OR SET AS NOTED	
POWER POLE		FOUND BRASS CAP AS NOTED	
TX DOT MANHOLE			
PROJECT BOUNDARY			
EASEMENT LINE			
OVERHEAD ELECTRIC LINE			
WATER LINE			
COMMUNICATION LINE			
CHAIN LINK FENCE			

REVISION DATE:



GRV INTEGRATED ENGINEERING SOLUTIONS LLC
11385 James Watt Dr., Suite B-13,
El Paso, Texas 79936
Ph: (915) 351-6701 Fax (915) 243-6010
www.integratedengineeringsolutions.com
TBPE F#15313 TBPLS F#10194278

PROJECT NUMBER : 24-026
DATE: 2/20/2025

REZONING EXHIBIT

MORE PARTICULARLY DESCRIBED
BY METES AND BOUNDS

SHEET:
1 OF 3

Gateway Blvd. East and Americas

City Plan Commission — February 27, 2025

REZONING



CASE NUMBER: PZRZ24-00037
CASE MANAGER: Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER: Ivey Partners LTD
REPRESENTATIVE: CEA Group
LOCATION: Southwest of Gateway Blvd. East and northwest of Americas Ave. (District 7)
PROPERTY AREA: 36.98 acres
REQUEST: Rezone from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract)
RELATED APPLICATIONS: PZDS25-00006 Detailed Site Plan Application
PUBLIC INPUT: Received an email in support as of February 20, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from C-3/sc (Commercial/special contract) to C-4/sc (Commercial/special contract) to allow for a general warehouse.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation.

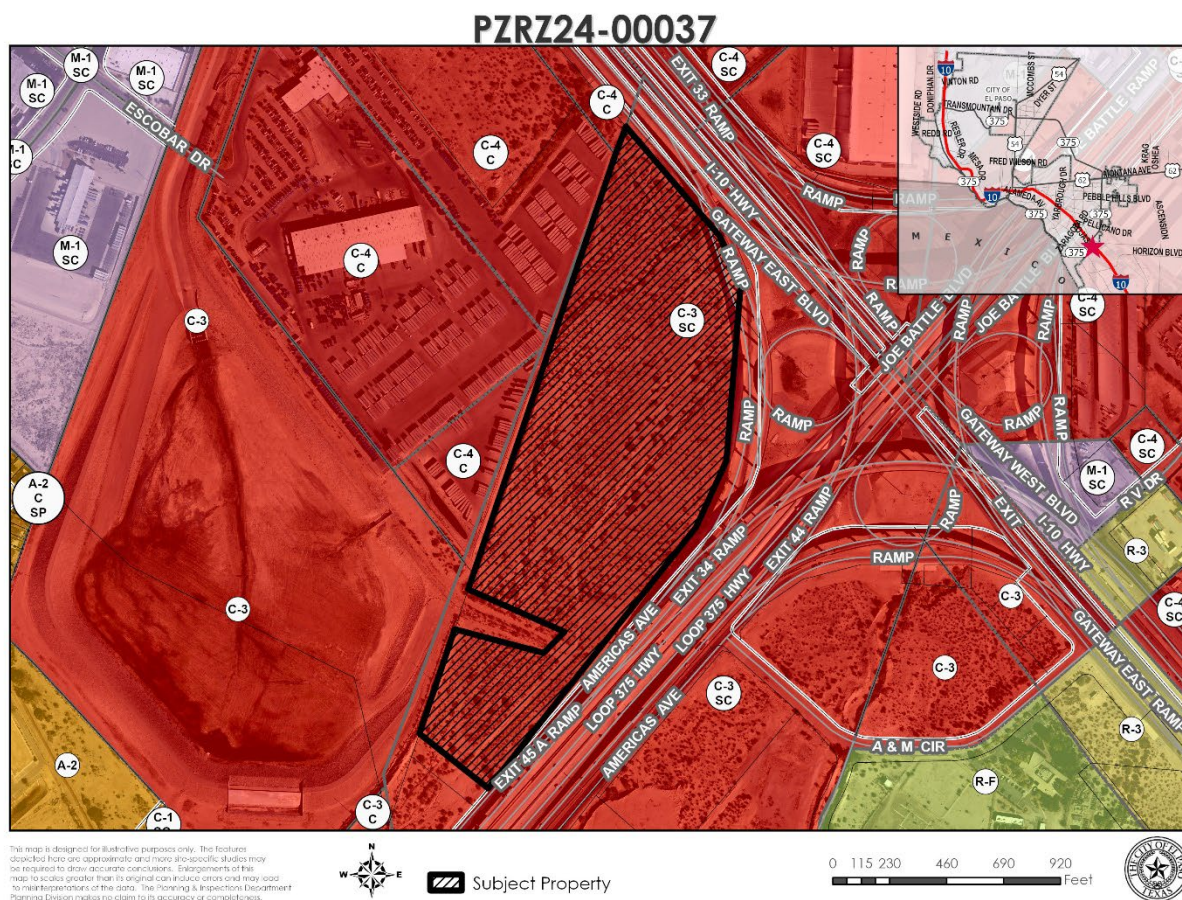


Figure A. Subject Property & Immediate Surrounding

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from C-3/sc (special contract) to C-4/sc (Commercial/special contract) to allow for the proposed use of a general warehouse. The subject property is approximately 36.98 acres in size. An accompanying Detailed Site Development Plan shows the proposed 502,661 square feet general warehouse providing code compliant parking and landscaping. Access to the subject property is proposed from Gateway Boulevard East and Americas Avenue.

PREVIOUS CASE HISTORY: On May 1, 1979, City Council approved of the rezoning of Parcel 3 to C-3 (Commercial) by Ordinance No. 6567 (Attachment 3) and placed the following applicable condition on the subject property:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.

Note: Condition will be satisfied by Detailed Site Development Plan application PZST25-00006.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial uses within the area. To the north is Interstate 10 and to the east is Highway Loop 375. To the south there are vacant lots zoned C-3/c (Commercial/conditions) and to the west there are properties consisting of general warehouses, vacant lots, and ponding area zoned C-3 (Commercial) and C-4/c (Commercial/conditions). The nearest school is Del Valle High School located 1.73 miles away and the nearest park is Feather Lake Park located 1.37 miles away.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The proposed commercial development is in character with the future land use designation of <i>Plan El Paso</i>.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-4 (Commercial) District: The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	<p>Yes. The proposed C-4 (Commercial) zoning district will provide for the integration of the proposed general warehouse with adjacent C-4 (Commercial) and C-3 (Commercial) zoning districts.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only</p>	<p>Yes. The subject property is located along Gateway Boulevard East and Americas Avenue which are designated as a major arterial and a freeway, respectively, in the City of El Paso's Major Thoroughfare Plan (MTP). The classification of these roads is appropriate for commercial development.</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:	
property on the block with an alternative zoning district, density, use and/or land use.	
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 any greenfield/environmentally sensitive land, or arroyo disturbance.
Stability: Whether the area is stable or in transition.	This area has been stable with no rezonings in the past 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 will be from Gateway Boulevard East and Americas Avenue. Gateway East Boulevard is classified as a major arterial and Americas Avenue is classified as a freeway on the City of El Paso's Major Thoroughfare Plan (MTP) and is appropriate for commercial development. A five-foot (5') sidewalk will be provided along Gateway East Boulevard and Americas Avenue abutting the subject property, pending Texas Department of Transportation (TxDOT) approval. There are currently no bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is located 1.26 miles to the west along North Loop Drive.

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

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and the Corridor 20 Civic Association that were notified of the of the rezoning by the applicant. Public notices were sent to property owners within 300 feet on February 14, 2025. As of February 20, 2025, the Planning Division has received one (1) letter via email in support of the request from the Mission Valley Civic Association.

RELATED APPLICATIONS: A Detailed Site Development Plan application (PZDS25-00006) is running concurrently with this rezoning request for the proposed use of a general warehouse in the proposed C-4/sc (Commercial/special contract) zoning district.

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.

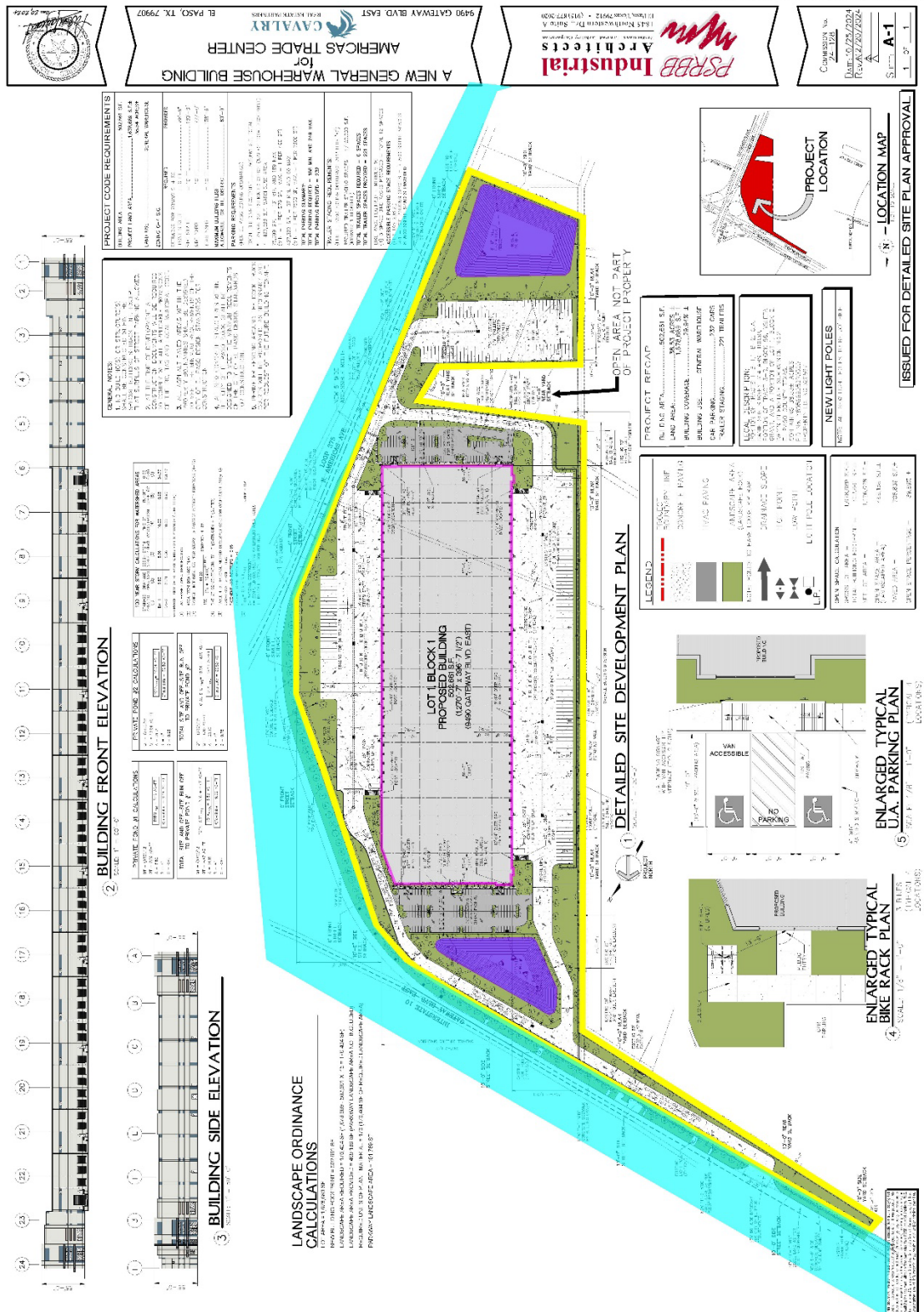
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Plan
3. Ordinance No. 6567
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Letter via Email in Support

PZRZ24-00037





ATTACHMENT 3

6567

AN ORDINANCE CHANGING THE ZONING OF TRACTS 1A AND 2, O. A. DANIELSON SURVEY #314; PORTION OF TRACT 1B1, O. A. DANIELSON SURVEY #314 AND PORTION OF TRACT 3B, BLOCK 56, YSLETA GRANT; LOT 1, BLOCK 1, A & M ADDITION; PORTION OF LOTS 1 AND 2, BLOCK 2, A & M ADDITION, AND PORTION OF TRACTS 2B AND 2C, BLOCK 1, YSLETA GRANT; PORTION OF LOTS 1 AND 2, BLOCK 2, A & M ADDITION AND PORTION OF TRACTS 1A AND 2A, BLOCK 1, AND TRACT 1B, BLOCK 2, YSLETA GRANT; PORTION OF TRACTS 2A, 2B, AND 2C, BLOCK 1, YSLETA GRANT; PORTION OF TRACT 2A, BLOCK 1, YSLETA GRANT; PORTION OF TRACTS 1A AND 2A, BLOCK 1, AND ALL OF TRACTS 4A AND 5, BLOCK 2, YSLETA GRANT; PORTION OF TRACT 2A, BLOCK 1, YSLETA GRANT; TRACTS 7B AND 8F, BLOCK 2, YSLETA GRANT, THE PENALTY BEING AS PROVIDED IN SECTION 25-10 OF THE EL PASO CITY CODE

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

That the zoning of Tracts 1A and 2, O. A. Danielson Survey #314; a portion of Tract 1B1, O. A. Danielson Survey #314 and a portion of Tract 3B, Block 56, Ysleta Grant; Lot 1, Block 1, A & M Addition; portion of Lots 1 and 2, Block 2, A & M Addition, and a portion of Tracts 2B and 2C, Block 1, Ysleta Grant; portion of Lots 1 and 2, Block 2, A & M Addition and a portion of Tracts 1A and 2A, Block 1, and Tract 1B, Block 2, Ysleta Grant; portion of Tracts 2A, 2B and 2C, Block 1, Ysleta Grant; portion of Tract 2A, Block 1, Ysleta Grant; portion of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant; a portion of Tract 2A, Block 1, Ysleta Grant; Tracts 7B and 8F, Block 2, Ysleta Grant, as more particularly described below, be changed to A-2 (Apartment), A-O (Apartment Professional Office), C-3 (Commercial) and C-4 (Commercial) within the meaning of the zoning ordinance, and the zoning map of the City of El Paso be revised accordingly.

Parcel 1 from R-3 (Residential) to C-4 (Commercial)

116.872 acres of land consisting of Tracts 1A and 2, O. A. Danielson Survey No. 314, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

6567



Beginning at the most northerly common corner of O. A. Danielson Surveys No. 314 and 315;

THENCE along the westerly boundary of said Survey No. 315, South 00°33'11" East a distance of 1121.95 feet to the TRUE POINT OF BEGINNING of this description;

THENCE continuing along the westerly boundary of said Survey No. 315, South 00°33'11" East a distance of 1966.34 feet to a point on the northeasterly right-of-way line of Interstate 10;

THENCE along the northeasterly right-of-way line of Interstate 10 the following seven courses:

South 87°03'22" West a distance of 372.44 feet,
North 68°35'33" West a distance of 86.18 feet,
North 44°01'40" West a distance of 1364.19 feet,
North 45°48'09" East a distance of 49.84 feet,
North 44°00'33" West a distance of 719.56 feet,
North 42°49'14" West a distance of 469.81 feet,
North 41°36'00" West a distance of 1603.87 feet to
its intersection with the north boundary of said Survey
No. 314;

THENCE along the north boundary of said Survey No. 314
North 89°59'59" East a distance of 2141.48 feet to a point;

THENCE along the southwesterly property line of Tract 1D,
O. A. Danielson Survey No. 314, South 43°55'53" East a
distance of 1559.57 feet to the TRUE POINT OF BEGINNING.

FR & R.3

Parcel 3, from C-1 (Commercial) to C-3 (Commercial)

47.789 acres of land consisting of a portion of Tract
1B1, O. A. Danielson Survey No. 314 and a portion of
Tract 1A, Block 56, Ysleta Grant, City of El Paso, El
Paso County, Texas and being more fully described by
metes and bounds as follows:

Beginning at a point on the northeasterly boundary of
the Ysleta Grant for the most easterly common corner of
Tracts 3A and 3B of said Block 56;

THENCE along the common boundary between said Survey No.
314 and Block 56, Ysleta Grant, South 41°31'00" East a
distance of 960.67 feet to the TRUE POINT OF BEGINNING
of this description;

THENCE along the westerly right-of-way line of the inter-
section of Interstate 10 and Americas Avenue, South 02°
43'41" East a distance of 556.66 feet to a point;

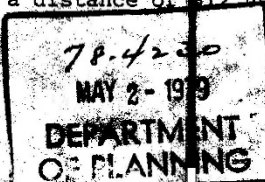
THENCE along the northwesterly right-of-way line of the
Americas Avenue, the following four courses:

South 17°33'01" West a distance of 64.18 feet,
South 38°09'29" West a distance of 399.37 feet,
South 38°09'35" West a distance of 400.14 feet,
South 38°10'05" West a distance of 1503.10 feet
to a point;

THENCE North 06°49'55" West a distance of 312.00 feet to
a point;

6567

-2-



THENCE North 37°42'05" East a distance of 13.16 feet to a point;

THENCE North 16°05'02" East a distance of 258.72 feet to a point;

THENCE North 15°59'23" East a distance of 491.10 feet to a point on the southwesterly right-of-way line of Interstate 10;

THENCE South 44°42'25" East a distance of 701.24 feet to a point;

THENCE continuing along the southwesterly right-of-way line of Interstate 10, South 33°09'58" East a distance of 147.30 feet to a point;

THENCE along the westerly right-of-way line of the intersection of Interstate 10 and Americas Avenue South 02°43'41" East a distance of 270.88 feet to the TRUE POINT OF BEGINNING.

Parcel 5, from F-R (Farm Ranch) to C-3 (Commercial)

Lot 1, Block 1, A & M Addition, City of El Paso, El Paso County, Texas containing 7.862 acres.

Parcel 6A from F-R (Farm Ranch) to C-3 (Commercial)

Being the description of 47.375 acres of land consisting of a portion of Lot 1 and Lot 2, Block 2, A & M Addition and a portion of Tract 2B and 2C, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more particularly described by notes and bounds as follows:

Beginning at a point, said point being the intersection of the easterly right-of-way line of Americas Avenue with the curb return of the southerly right-of-way line of A & M Circle;

THENCE along said southerly right-of-way line 31.42 feet along the arc of a curve to the right and having a radius of 20.00 feet, a central angle of 90°00'00" and a chord which bears North 83°06'15" East a distance of 28.28 feet to a point;

THENCE the following two courses along said right-of-way line;

South 51°53'45" East a distance of 597.36 feet to a point for a curve;
35.52 feet along the arc of a curve to the right having a radius of 30.00 feet, a central angle of 67°50'45", and a chord which bears South 17°58'23" East a distance of 43.48 feet to a point lying on the westerly right-of-way line of Research Drive,

THENCE the following three courses along said right-of-way line;

South 15°57'00" West a distance of 211.83 feet to a point for a curve;

6567

-3-



307.16 feet along the arc of a curve to the left, having a radius of 445.00 feet, a central angle of 39°32'54" and a chord which bears South 03°49'27" East a distance of 301.10 feet to a point; South 23°35'54" East a distance of 688.80 feet to a point;

THENCE South 66°24'06" West a distance of 1220.59 feet to a point;

THENCE North 51°53'45" West a distance of 954.09 feet to a point lying on the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along said right-of-way line a distance of 1820.15 feet to the POINT OF BEGINNING.

Parcels 6B and (7B), from F-2 (Farm Ranch) to A-2 (Apartment)

290.929 acres of land, consisting of a portion of Lot 1 and 2, Block 2, A & M Addition, a portion of Tract 1A and Tract 2A, Block 1, and Tract 1B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the common corner of Block 1 and 56, Ysleta Grant with Block 5 of the Socorro Grant;

THENCE South 37°46'16" West along the common line of Block 1, Ysleta Grant with Block 5, Socorro Grant a distance of 3330.36 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West along said right-of-way line a distance of 3397.05 feet to a point;

THENCE North 38°06'15" East a distance of 2987.70 feet to a point;

THENCE South 51°53'45" East a distance of 547.17 feet to a point;

THENCE North 66°24'06" East a distance of 1220.59 feet to a point lying on the southerly right-of-way line of Research Drive;

THENCE South 23°35'54" East along said right-of-way line a distance of 1594.29 feet to a point;

THENCE North 66°24'06" East a distance of 45.00 feet to a point lying on the centerline of said Research Drive;

THENCE South 49°36'56" East a distance of 720.64 feet to a point;

THENCE South 15°57'00" West a distance of 496.74 feet to a point;

THENCE South 70°57'00" West a distance of 289.17 feet to the POINT OF BEGINNING of this description.

6567

78-1/2

Parcel 7A, from F-R (Farm Ranch) to A-O (Apartment Professional Office)

27.500 acres of land consisting of portions of Tracts 2A, 2B and 2C, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the intersection of the northerly right-of-way line of Mesa Drain with the easterly right-of-way line of Americas Avenue;

THENCE North 38°06'15" East along the easterly right-of-way line of Americas Avenue a distance of 900.00 feet to a point;

THENCE South 51°53'45" East a distance of 606.92 feet to a point;

THENCE South 38°06'15" West a distance of 987.70 feet to a point lying on the northerly right-of-way line of the Mesa Drain;

THENCE North 39°44'00" West a distance of 16.26 feet to the POINT OF BEGINNING of this description

Parcel 8A from F-R (Farm Ranch) to C-3 (Commercial)

10.000 acres of land consisting of a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the point of intersection of northerly right-of-way line of North Loop Road and the easterly right-of-way line of Americas Avenue;

THENCE along the easterly right-of-way line of Americas Avenue the following two courses:

North 50°58'37" East a distance of 500.60 feet;
North 38°08'13" East a distance of 267.61 feet
to a point lying on the southerly right-of-way line of Mesa Drain;

THENCE South 39°44'00" East along said right-of-way line a distance of 559.40 feet to a point;

THENCE South 38°08'15" West a distance of 21.40 feet to a point lying on the northerly right-of-way line of North Loop Road;

THENCE North 44°29'00" West along said right-of-way line a distance of 664.32 feet to the POINT OF BEGINNING.

Parcel 8B, from F-R (Farm Ranch) to A-2 (Apartment)

36.632 acres of land consisting of portions of Tracts 1A and 2A, Block 1, and all of Tracts 4A and 5, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

South 42°16'15" West a distance of 390.36 feet,
South 50°51'10" West a distance of 395.75 feet
to a point,

THENCE along the northeasterly right-of-way line of North
Loop Road North 44°29'00" West a distance of 220.98 feet
to the POINT OF BEGINNING.

Parcel 11B, from F-R (Farm Ranch) to A-2 (Apartment)

5.969 acres of land consisting of Tracts 7B and 8F,
block 2, Ysleta Grant, City of El Paso, El Paso County,
Texas and being more fully described by metes and bounds
as follows:

Beginning at the point of intersection of the southwesterly
right-of-way line of North Loop Road and the southeasterly
right-of-way line of Americas Avenue;

THENCE along the southwesterly right-of-way line of
North Loop Road South 44°29'00" East a distance of
519.00 feet to the TRUE POINT OF BEGINNING of this
description;

THENCE continuing along the southwesterly right-of-way
line of North Loop Road South 44°29'00" East a distance
of 433.40 feet to a point,

THENCE along the westerly property line of Tracts 8D and
7A of said Block 2 South 32°13'00" West a distance of
387.10 feet to a point;

THENCE along the northerly property line of Tract 7A,
North 81°10'30" West a distance of 283.50 feet to a point;

THENCE along the northerly property line of Tract 3B the
following two courses:

North 64°16'00" West a distance of 204.18 feet,
North 47°53'00" West a distance of 110.10 feet
to a point;

THENCE along the northeasterly property line of Tract 11A,
North 02°41'00" West a distance of 167.20 feet to a point;

THENCE along the southerly property line of Tract 8A the
following three courses:

South 52°26'00" East a distance of 160.00 feet,
South 84°48'18" East a distance of 199.13 feet,
North 30°31'00" East a distance of 400.00 feet

to the TRUE POINT OF BEGINNING.

PASSED AND APPROVED this 1st day of May, 1979.

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

I CERTIFY THAT THE FOLLOWING ZONING MAP
HAVE BEEN REVISED:
5-14-79 COUNTER
5-14-79 ORIGINAL
5-14-79 CONTROL
I certify that the zoning map has been revised to
reflect the amendment of ordinance #6567
Date 5-14-79

6567

-7-

Beginning at the common southeasterly corner of Block 1 and 2, Ysleta Grant, which also lies on the northwesterly boundary of Block 5, Socorro Grant;

THENCE along the southerly boundary of said Block 1, North 88°05'00" West a distance of 366.46 feet to a point;

THENCE along the southwesterly right-of-way line of Mesa Drain North 39°40'00" West a distance of 62.70 feet to the TRUE POINT OF BEGINNING of this description;

THENCE South 32°02'00" West a distance of 688.44 feet to a point;

THENCE along the northerly right-of-way line of North Loop Road North 38°15'59" West a distance of 606.04 feet to a point;

THENCE around the boundary of Tract 4B, Block 2, Ysleta Grant, the following three courses:

North 70°23'11" East a distance of 241.49 feet,
North 63°35'02" West a distance of 244.97 feet,
South 32°29'00" West a distance of 113.35 feet
to a point;

THENCE along the northerly right-of-way line of North Loop Road North 38°15'59" West a distance of 611.70 feet to a point;

THENCE continuing along the northerly right-of-way line of North Loop Road North 44°29'00" West a distance of 1077.84 feet to a point;

THENCE North 38°08'15" East a distance of 721.40 feet to a point lying on the southerly right-of-way line of Mesa Drain;

THENCE along the southerly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 2487.51 feet to the TRUE POINT OF BEGINNING.

C-1
Parcel 9, from B-R (Farm Ranch) to C-3 (Commercial)

5.588 acres of land, being a portion of Tract 2A, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas and being more fully described by metes and bounds as follows:

Beginning at the most westerly corner of said Tract 2A, being also the intersection of the northeasterly right-of-way line of North Loop Road and the southeasterly right-of-way line of Bryan Road;

THENCE along the southeasterly right-of-way line of Bryan Road, North 36°47'00" East a distance of 24.31 feet to a point;

THENCE along the southeasterly right-of-way line of Mesa Drain, South 39°44'00" East a distance of 362.18 feet to a point;

THENCE along the northwesterly right-of-way line of Americas Avenue, the following two courses:

6567

76-4230

CONTRACT

THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.
2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.
3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

71-4230
MAY 2 - 1979
DEPARTMENT
OF PLANNING

RESOLUTION

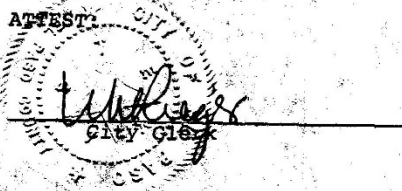
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a contract with Ivy Investments, Ltd and Davis Holdman, placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 657.

ADOPTED this 15 day of May, 1979.



Mayor

ATTEST:

City Clerk

78-4230
MAY 9 - 1979
DEPARTMENT
OF PLANNING

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared JOHN P. IVEY, General Partner of IVEY INVESTMENTS, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of of said partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of April, 1979.

Guadalupe Rios
Notary Public in and for
El Paso County, Texas

THE STATE OF TEXAS)
COUNTY OF EL PASO)

GUADALUPE RIOS, Notary Public
in and for El Paso County, Texas
My commission expires Oct 27, 1980

BEFORE ME, the undersigned authority, on this day personally appeared DAVIS HOLDMAN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of April, 1979.

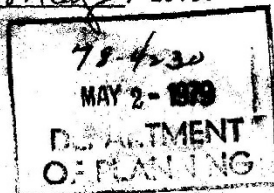
Guadalupe Rios
Notary Public in and for
El Paso County, Texas

GUADALUPE RIOS, Notary Public
in and for El Paso County, Texas
My commission expires Oct 27, 1980

THE STATE OF TEXAS)
COUNTY OF EL PASO)

BEFORE ME, the undersigned authority, on this day personally appeared Dan M. Bender, Mayor Pro Tem of the City of El Paso, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged before me in my county aforesaid that he had executed the same for the purposes and consideration and in the capacity therein expressed, and as the act and deed of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May, 1979.



Dan M. Bender
Notary Public in and for
El Paso County, Texas

Thence, along said northerly proposed right-of-way line, North 51°01'03.50" East, a distance of 396.68 feet to a point of deflection;

Thence, along said northerly proposed right-of-way line, North 42°26'08.50" East, a distance of 401.01 feet to a point on the westerly right-of-way line of Mesa Drain;

Thence, along said westerly right-of-way line of Mesa Drain, South 39°44'00" East, a distance of 35.13 feet to a point on the northerly existing right-of-way line of Loop 375;

Thence, along said northerly existing right-of-way line, South 42°26'08.50" West, a distance of 399.60 feet to a point of deflection;

Thence, along said northerly existing right-of-way line, South 51°01'03.50" West, a distance of 395.95 feet to a point on the easterly right-of-way line of F.M. Highway 76 and to the true point of beginning, containing an area of 0.640 of an acre of land, more or less.

It is expressly agreed and understood that this is a partial release and the same shall in no wise release, affect or impair said contract against any other property in said instrument mentioned.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:



Mayor

APPROVED AS TO FORM:

Cherise Cullen-Ganney
Assistant City Attorney

APPROVED AS TO CONTENT:

Ruby V. V. V.
Department of Planning,
Research and Development

SIGNATURES CONTINUED ON NEXT PAGE

6567

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

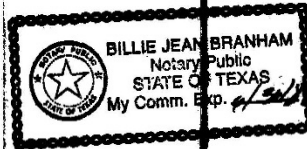
This instrument was acknowledged before me on this 7th
day of April, 1987, by JONATHAN W. ROGERS, as
Mayor of the City of El Paso, Texas.

My Commission Expires:

6/30/88

TCG1:012

Billie Jean Branham
Notary Public, State of Texas



66517

CONTRACT

THIS CONTRACT, made this 24th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.
2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.
3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7A, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean: one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

989-900

STATE OF TEXAS)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the CITY OF EL PASO, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

Case # 78-4230
Contract Amend 1-31-89

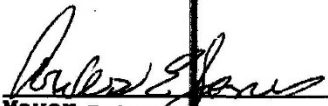
Partial Release 5-21-91

particularly described by metes and bounds in Attachment 1, which is attached hereto, and made a part hereof for all purposes,

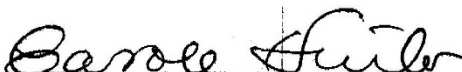
It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO


Mayor ~~pro-tem~~

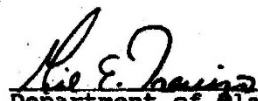
ATTEST:


City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:

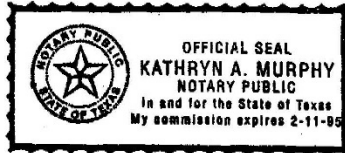

Department of Planning,
Research and Development

(Acknowledgement On Following Page)

2

STATE OF TXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 24th day
of May, 1991, by SUZANNE S. BEAR, as Mayor of the
City of El Paso. ARVES E. JONES PRO-TEM



Kathryn A. Murphy
Notary Public, State of Texas
Notary's Name Printed:

Notary's Commission Expires:

TCG4/PARCE210.REL

RESOLUTION

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

That the Mayor be authorized to execute a Partial Release whereby the CITY OF EL PASO releases Parcel No. 210 from the April 26, 1979 contract, between the CITY OF EL PASO and IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this 21 day of May, 1991.

Mayor *Stephen*

ATTEST:

Barbara Hunter
City Clerk

APPROVED AS TO FORM:

Charles A. Guller
Assistant City Attorney

TCG4/PARCE210.RES

This contract is a restriction, condition and covenant, running with the land and a charge and servitude thereon; and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restriction, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS the following signatures and seal:

IVEY INVESTMENTS, L.P., a Texas
limited partnership

By: John P. Ivey
John P. Ivey, General Partner

Davis Holloman
Davis Holloman

THE CITY OF EL PASO

By: Mayor
Mayor

ATTEST:

City Clerk
City Clerk

APPROVED AS TO FORM:

City Attorney
City Attorney



South 42°16'15" West a distance of 390.36 feet,
South 50°51'10" West a distance of 396.75 feet
to a point,

THENCE along the northeasterly right-of-way line of North
Loop Road North 44°29'00" West a distance of 220.98 feet
to the POINT OF BEGINNING.

Parcel 115, from F-R (Farm Ranch) to A-2 (Apartment)

5.969 acres of land consisting of Tracts 7B and 8F,
block 2, Ysleta Grant, City of El Paso, El Paso County,
Texas and being more fully described by metes and bounds
as follows:

Beginning at the point of intersection of the southwesterly
right-of-way line of North Loop Road and the southeasterly
right-of-way line of Americas Avenue;

THENCE along the southwesterly right-of-way line of
North Loop Road South 44°29'00" East a distance of
519.00 feet to the TRUE POINT OF BEGINNING of this
description;

THENCE continuing along the southwesterly right-of-way
line of North Loop Road South 44°29'00" East a distance
of 433.40 feet to a point,

THENCE along the westerly property line of Tracts 8D and
7A of said Block 2 South 32°13'00" West a distance of
387.10 feet to a point;

THENCE along the northerly property line of Tract 7A,
North 81°10'30" West a distance of 283.50 feet to a point;

THENCE along the northerly property line of Tract 3B the
following two courses:

North 64°16'00" West a distance of 284.18 feet,
North 47°53'00" West a distance of 110.10 feet
to a point;

THENCE along the northeasterly property line of Tract 11A,
North 02°41'00" West a distance of 167.20 feet to a point;

THENCE along the southerly property line of Tract 8A the
following three courses:

South 52°26'00" East a distance of 160.00 feet,
South 84°48'18" East a distance of 199.13 feet,
North 30°31'00" East a distance of 400.00 feet

to the TRUE POINT OF BEGINNING.

PASSED AND APPROVED this 15 day of May, 1979.

ATTEST:

W. R. Regan
City Clerk

APPROVED AS TO FORM:

Adrian
City Attorney

I certify that the zoning map has been revised to
reflect the amendment of ordinance #6567
by *City Engineer* Date 5-14-79
HAVE BEEN REVERSED
5-14-79 COUNTER
5-14-79 ORIGINAL
5-14-79 CONTROL

STATE OF TEXAS)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the CITY OF EL PASO, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more

Case # 78-4230
Contract Amend 1-31-89

Partial Release 5-21-91

part ularly described by metes and bounds in Attachment 1, which is attached hereto and made a part hereof for all purposes,


It is expressly agreed and understood that this is a Partial Release and the same shall in no wise release, affect or impair the April 26, 1979 contract and January 31, 1989 contract amendment against any other property which is described in Exhibit "A" and Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO


Mayor **PAC-111**

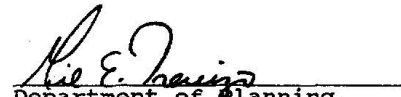
ATTEST:


City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:


Department of Planning,
Research and Development

(Acknowledgement On Following Page)

RESOLUTION

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

That the Mayor be authorized to execute a Partial Release whereby the CITY OF EL PASO releases Parcel No. 210 from the April 26, 1979 contract, between the CITY OF EL PASO and IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, whereby certain restrictions, conditions and covenants were placed on a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas.

ADOPTED this 21 day of May, 1991.

Mayor 

ATTEST:

Barbara Hunter
City Clerk

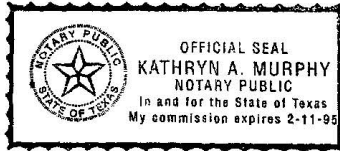
APPROVED AS TO FORM:

Andrew Cullen-Orman
Assistant City Attorney

TCG4/PARCE210.RES

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 24th day
of May, 1991, by ~~SUZANNE G. ABAR~~, as Mayor of the
City of El Paso. ARVES E. JONES PRO-TEM



Kathryn A. Murphy
Notary Public, State of Texas
Notary's Name Printed:

Notary's Commission Expires:

TCG4/PARCE210.REL

CONTRACT

THIS CONTRACT, made this 26th day of April, 1979, by and between IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, First Parties, and the CITY OF EL PASO, Second Party, witnesseth:

First Parties have applied to the City of El Paso for rezoning of certain property located in the City and County of El Paso, State of Texas, such property being more particularly described in Ordinance No. 6567, now pending before the City Council of the City of El Paso, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference. To remove certain objections to such rezoning, First Parties covenant that if the property is rezoned as indicated in the attached ordinance, it shall be subject to the following restrictions, conditions and covenants:

- * 1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.
2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.
3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel numbers 6B, 7B, 8B and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding
- permitted under A-2 zoning. The term

This contract is a restriction, condition and covenant running with the land and a charge and servitude thereon; and shall bind First Parties and their successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may release the above restrictions, conditions and covenants in its discretion without the consent of any third person who may be benefited thereby.

WITNESS the following signatures and seal:

IVEY INVESTMENTS, LTD., a Texas
limited partnership

By:

John P. Ivey
John P. Ivey, General Partner

ATTEST:

W. R. Riegg
City Clerk

Davis Holdman
Davis Holdman

THE CITY OF EL PASO

By:

Mayor P. P. Te
Mayor P. P. Te

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

PARTIAL RELEASE

This partial release of contract is executed this 7th day
of April, 1987, by the CITY OF EL PASO,
witness:

WHEREAS, by contract dated April 26, 1979, recorded in Book
989, Page 900, of the Deed Records of El Paso County, Texas, a
copy of which is attached hereto, marked Exhibit "A", and made a
part hereof by reference, Ivey Investments, LTD., a Texas limited
partnership, and Davis Holdman, and the City of El Paso, entered
into a contract in connection with the rezoning of certain
property located in the City and County of El Paso, State of
Texas, such property being more particularly described in
Ordinance No. 6567, placing certain restrictions on such
property, and

WHEREAS, the City of El Paso now desires to release a
portion of the property described in the above-referenced
contract,

NOW, THEREFORE, the City of El Paso hereby releases the
following described properties from the restrictions, conditions
and covenants contained in the above-referenced contract which is
attached hereto as Exhibit "A":

Parcel 102: Being 0.640 of an acre of land, more or
less, out of and part of Tract 2D, Block 1, Ysleta
Grant, City of El Paso, El Paso County, Texas, said
0.640 of an acre of land being more particularly
described by metes and bounds as follows to-wit:

STATE OF TEXAS)
COUNTY OF EL PASO)

PARTIAL RELEASE

This Partial Release of Contract is executed this 21st day of May, 1991, by the CITY OF EL PASO, witness:

WHEREAS, by Contract dated April 26, 1979, recorded in Volume 989, Page 900, Real Property Records of El Paso County, Texas, a copy of which is attached hereto, marked Exhibit "A" and made a part hereof by reference, IVEY INVESTMENTS, LTD., a Texas limited partnership, and DAVIS HOLDMAN, and the CITY OF EL PASO, entered into a contract in connection with the rezoning of property more particularly described in Ordinance No. 6567, which placed certain restrictions, conditions and covenants on such property; and

WHEREAS, Exhibit "A" was amended by a contract amendment on January 31, 1989, a copy of which is attached hereto, marked Exhibit "B" and made a part hereof by reference, and

WHEREAS, the City of El Paso now desires to release a parcel of the property described in the April 26, 1979 contract and the January 31, 1989 contract amendment, if applicable, from the contract conditions because the parcel is being acquired for the widening of North Loop Road;

NOW, THEREFORE, the City of El Paso hereby releases the following described parcel from the restrictions, conditions and covenants contained in the above-referenced contract and contract amendment, which are attached hereto as Exhibit "A" and Exhibit "B":

Parcel No. 210: a 0.231 acre parcel of land, more or less, out of a portion of Tract 2D, Block 1, Ysleta Grant, City of El Paso, El Paso County, Texas, being more


P. T. O. Release 5-21-91

Property described by metes and bounds in Attachment
which is attached hereto and made a part hereof for
all purposes,

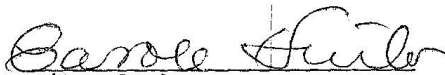
It is expressly agreed and understood that this is a Partial
Release and the same shall in no wise release, affect or impair the
April 6, 1979 contract and January 31, 1989 contract amendment
against any other property which is described in Exhibit "A" and
Exhibit "B".

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO


Mayor **PAC-788**

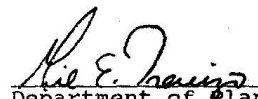
ATTEST:


City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

APPROVED AS TO CONTENT:


Department of Planning,
Research and Development

(Acknowledgement On Following Page)

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with Plan El Paso, the City's adopted Comprehensive Plan and the G-4, Suburban (Walkable) future land use designation.

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to rezoning request.

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

Planning and Inspections Department – Land Development

Landscape areas can also serve as recessed rainwater harvesting ponding areas. The proposed ponding area(s) shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Note: Comment to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

The 911 District has no comments or concerns regarding this zoning, but would like to see the proposed address soon.

Environment Services

No comments received.

Streets and Maintenance Department

Traffic and Transportation Engineering:

1. No TIA is required.
2. Coordinate with TxDOT for access.

Street Lights Department:

Gateway Blvd. and Americas Ave. are Texas Department of Transportation (TXDOT) right-of-way (ROW).

For the development of a subdivision 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 a project 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.

Contract Management:

1. Indicate that all asphalt in the property must follow municipal code and its requirements.
2. Indicate that all new concrete structures in the City's ROW must be as per DSC and meet requirements of construction.
3. Indicate the type of division that is going to be used surrounding the area for safety issues.

Note: Comments have been addressed.

Sun Metro

No comments received.

El Paso Water

There is an existing 20-inch diameter water main that extends along Gateway East Blvd. and Americas Ave., located approximately 10-feet away from the property line. No direct service connections are allowed to this main as per EPWater-PSB Rules and Regulations.

Sanitary Sewer

Sanitary sewer service is critical to the property. EPWater requires a sanitary sewer study and complete grading plans before committing to provide sanitary sewer service to the property. An off-site sanitary sewer main extension along a PSB easement is anticipated to serve this property.

Water and sanitary sewer main extensions will be required to provide service. The water main shall be extended to create a looped water system and shall cover the frontage of the property. EPWater-PSB requests that the site be graded so that sanitary sewer service may be provided by gravity. All costs associated with the extension of water and sanitary sewer mains including easement acquisition, are the responsibility of the Owner/Developer. The owner's engineer is to coordinate with EPWater for water and sanitary sewer design.

There are no sanitary sewer mains fronting the property.

General

Gateway East Blvd. and Americas Ave. are Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Gateway East Blvd. and Americas Ave. right-of-way requires written permission from TxDOT.

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

Stormwater:

This property will be required to retain the developed stormwater runoff within the subdivision. On the drainage plan, provide capacity of proposed ponding area/s; they shall have enough capacity to hold the runoff for a designed 100-yr. storm event.

There are multiple flow paths running through this property; they need to be directed outside of the subdivision either through channels or pipes.

El Paso County 911 District

No comments received.

Texas Department of Transportation

Please submit a grading and drainage plan for TxDOT review and approval, as well as a detailed landscaping plan.

Note: Comment to be addressed at the permitting stage.

El Paso County Water Improvement District #1

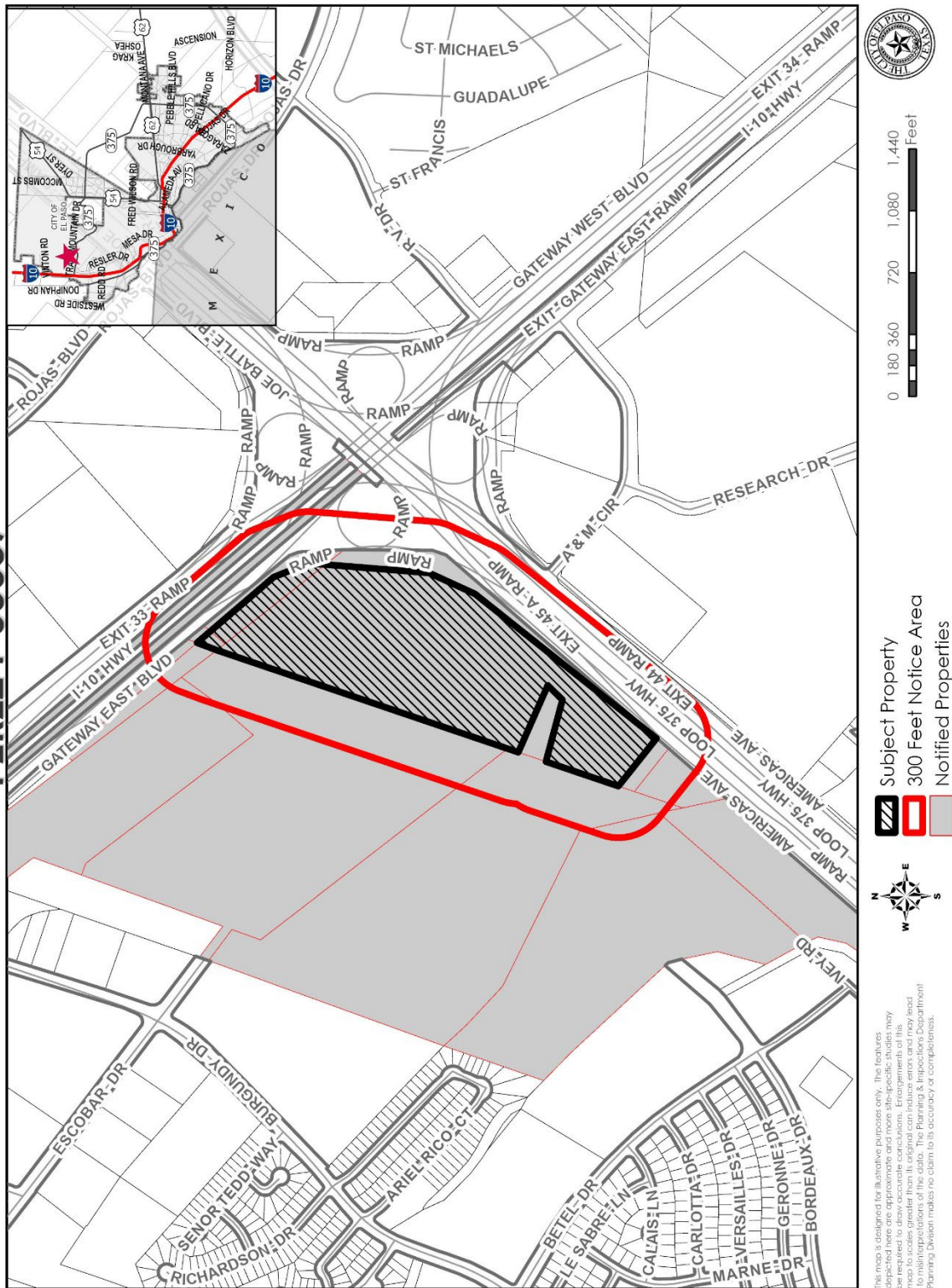
No comments received.

Texas Gas Service

Texas Gas Service does not have any objections.

ATTACHMENT 5

PZR24-00037



ATTACHMENT 6

Salloum, Andrew M.

From: Jorge Grajeda <jgrajeda@ceagroup.net>
Sent: Thursday, November 14, 2024 8:00 AM
To: Salloum, Andrew M.
Subject: FW: Ivey Interstate Industrial Center #1 - Request for Rezoning

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 Andrew,

For your records, please refer to Ms. Sylvia Carreon's (*Mission Valley Civic Association*) response below. Thanks

Jorge Grajeda, PE, CFM

DIRECT LINE | 915.200.1143

OFFICE | 915.544.5232

Uptown centre

813 N. Kansas St., Ste 300

El Paso, Texas 79902



**PUBLIC INFRASTRUCTURE.
PRIVATE DEVELOPMENT.**

WWW.CEAGROUP.NET

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From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, November 12, 2024 3:15 PM
To: Jorge Grajeda <jgrajeda@ceagroup.net>
Subject: Re: Ivey Interstate Industrial Center #1 - Request for Rezoning

Good afternoon Mr. Grajeda, I have made note of this application and do not have any objections to it at this time.

From: Jorge Grajeda <jgrajeda@ceagroup.net>
Sent: Wednesday, November 6, 2024 4:16 PM
To: longhorn_1989@hotmail.com <longhorn_1989@hotmail.com>
Cc: mmcarr008@gmail.com <mmcarr008@gmail.com>
Subject: Ivey Interstate Industrial Center #1 - Request for Rezoning

Ms. Carreon,

Good afternoon, hope all is well. We are currently in process of a Rezoning & Detailed Site Development Plan applications with the City of El Paso, for the subject site located at the southwest corner of Interstate Highway No.10 Gateway Blvd. East, and Americas Ave. southbound (Loop 375). The proposed rezoning is for an approximately 35-acre parcel of land that is currently zoned C-3 and proposes to be rezoned to a C-4, for the development of a distribution/warehouse facility. TxDOT coordination for the proposed access driveways has been ongoing and also coordinated.

Enclosed please find the attached letter, zoning exhibit and site development plan for the project. The applicant, Cavalry Acquisitions, LLC and I would be happy to meet with you to further discuss the project at your available time.

Please let us know if you have any questions and we look forward to continued coordination and favorable response with the Mission Valley Civic Association. Thank you.

Jorge Grajeda, PE, CFM

DIRECT LINE | 915.200.1143

OFFICE | 915.544.5232

Uptown centre

813 N. Kansas St., Ste 300

El Paso, Texas 79902



**PUBLIC INFRASTRUCTURE.
PRIVATE DEVELOPMENT.**

WWW.CEAGROUP.NET

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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

JAMES F. IVEY

Business Name

IVEY PARTNERS, LTD.

Agenda Item Type

Rezoning/DSDP

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: _____

James F. Arroyo

Date: _____

10/22/2024



Legislation Text

File #: 25-573, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 7

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

Planning and Inspections, 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 a portion of Tract 70 and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-1 (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: 422 S. Yarbrough Drive

Applicant: Enrique Padilla and Erika Zuniga, PZRZ24-00032

**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:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to C-1 (Commercial) for the proposed use of printshop and other permitted commercial retail uses. City Plan Commission recommended 5-0 to approve the proposed rezoning with conditions on January 30, 2025. As of April 29, 2025, the Planning Division received one (1) email in support of the rezoning request, with one (1) in-person comment at the City Plan Commission meeting on January 30, 2025. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

The subject property is located within the Save the Valley 21, Mission Valley Civic Association, and Corridor 20 Civic Association. The applicant contacted these associations as part of neighborhood outreach. Public notices were sent to all property owners within 300 feet of the subject property. One (1) email in support of the rezoning request was obtained.

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 Tiive

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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 70 AND 71, CINECUE PARK SUBDIVISION, 422 S. YARBROUGH DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO C-1 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *a portion of Tract 70, and 71, Cinecue Park Subdivision, 422 S. Yarbrough Drive, located in the City of El Paso, El Paso County, Texas*, and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from **R-F (Ranch and Farm)** to **C-1 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

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

1. That the property not be used for an automotive service station;
2. That the property not be used for minor motor vehicle repair;
3. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion.

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**.

(Signatures on following page)

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
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____
HQ25-4651|Tran#606566|P&I
422 S. Yarbrough
RTA

Zoning Case No: PZRZ24-00032

Exhibit "A"

Barragan And Associates Inc.

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

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 70 and 71, of Cinecue Park Subdivision, an addition to the City of El Paso, El Paso County, Texas, filed for record in volume 7, page 2, of the Real Property Records of El Paso County, Texas, being the same property described in Instrument No. 20100023250, and being more particularly described as follows:

COMMENCING, at a Found Old Iron on the old centerline of Riverside Drive and North Line of Cinecue Park Subdivision, **WHENCE** a Found 3/8" Iron on the old centerline of Riverside Drive and Craddock Avenue, bears S 18° 47' 00" W (Bearing Basis), a distance of 832.4 feet; **THENCE**, S 18° 47' 00" W, along said old centerline of Riverside Drive, a distance of 758.01 feet to a point; **THENCE**, S 71° 10' 00" E, leaving said centerline, a distance of 254.47 feet, to a Found Nail on the common corner of Tracts 31, 32, 71 and 72, of Cinecue Park Subdivision, said Found Nail being the **POINT OF BEGINNING** of this Description;

THENCE, N 18° 47' 00" E, along the common line of said Tracts 71 and 72, a distance of 37.34 feet to a Found 1/2" Rebar W/Cap "B&A Inc.", on the easterly right-of-way line of S Yarbrough Drive, being the beginning of a non-tangential curve;

THENCE, 385.23 feet, along said easterly right-of-way line of S Yarbrough Drive and along an arc of a curve to the right with a radius of 1091.44 feet, an interior angle of 20° 13' 23", and a chord which bears N 57° 27' 21" E, a distance of 383.23 feet to a point of intersection with a non-tangential line;

THENCE, S 18° 47' 00" W, leaving said easterly right-of-way, along the common line of Tracts, 69, and 70, of Cinecue Park Subdivision, filed for record in volume 14, page 53, a distance of 336.75 feet to a Found 1/2" Rebar W/Cap "B&A Inc.", being the common corner of Tracts 33, 69, 70 and Lot 7, Orchard Acres, filed for record in volume 14, page 53, Plat Records of El Paso County, Texas; **WHENCE** a Found 1/2" Rebar bears N 53° 19' W, a distance of 1.7 feet;

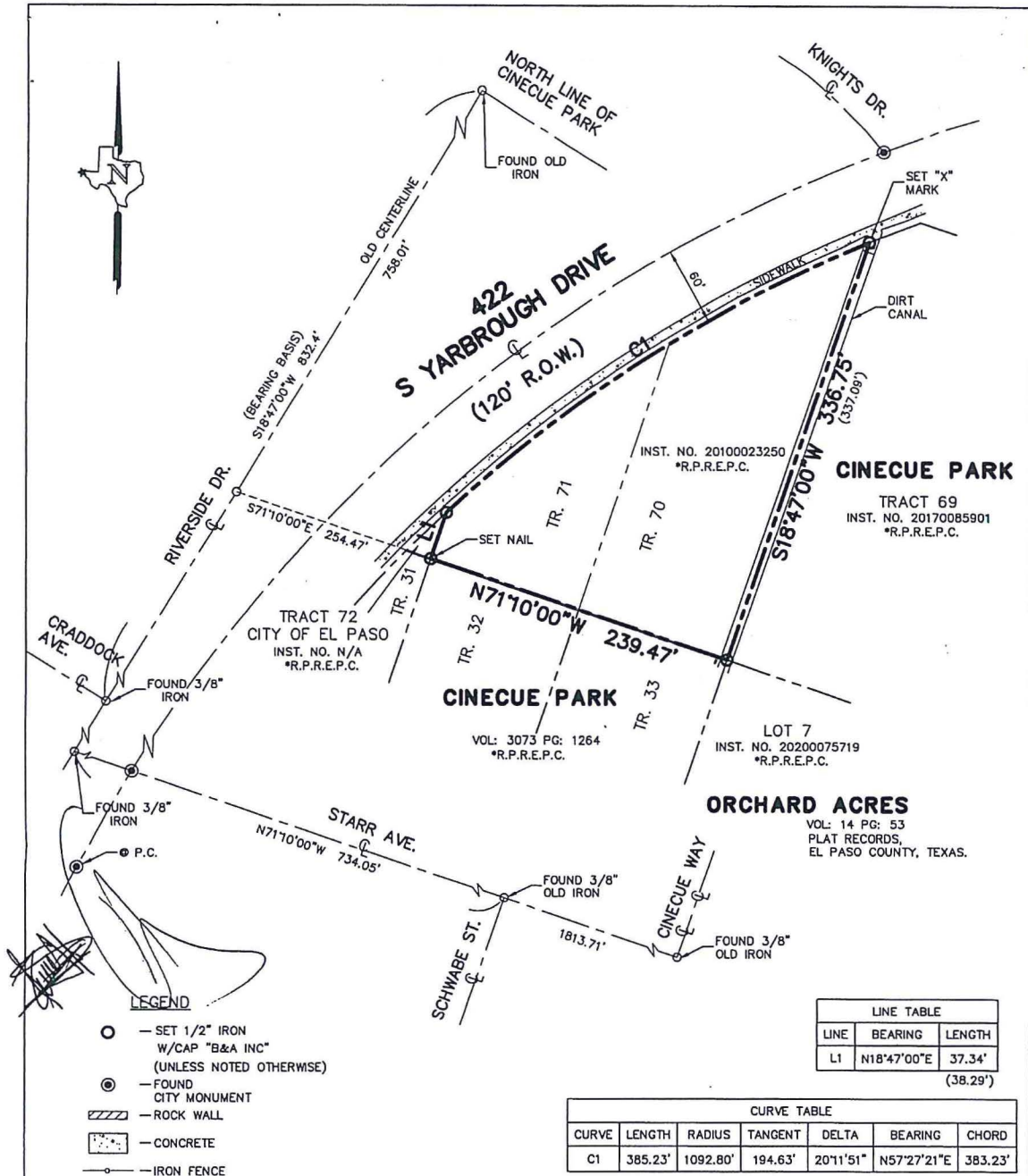
THENCE, N 71° 10' 00" W, along the common line of Tracts 32, 33, 70 and 71, a distance of 239.47 feet to the **POINT OF BEGINNING** of this description and containing in all 1.13 acres more or less.

NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are based on the County Plat of Ysleta Grant Block 32.
3. This Description is not intended to be a subdivision process which may be required by local or state code, and it is the client's/owner responsibility to comply with this code if required.
4. No Plat of Survey accompanies this description.



Benito Barragan, T.X. R.P.L.S. 5615,
Barragan and Associates Inc.
Texas Surveying Firm # 10151200
September 26, 2024
422 S Yarbrough
Job No. 240925-06



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

NOTES:

1. ACCORDING TO THE FLOOD INSURANCE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, DEPARTMENT OF HOMELAND SECURITY AND BY GRAPHIC PLOTTING ONLY, THE SUBJECT PROPERTY APPEARS TO BE LOCATED IN ZONE "X", AS SHOWN ON MAP NO. 480214 0044 C; MAP REVISED 02-16-06, FOR EL PASO COUNTY AND INCORPORATED AREAS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.
2. BEARINGS SHOWN ARE BASED ON THE COUNTY PLAT OF YSLETA GRANT BLOCK 32.
3. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.

4. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS ONLY TO BE USED FOR TITLE INSURANCE BY THE HEREON NAMED BORROWER, MORTGAGE COMPANY, AND/OR TITLE COMPANY.
6. TITLE COMMITMENT PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, GF NO. HP22-2051, DATED 10-2-22, BORROWER: N/A.
7. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED; AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
8. METES AND BOUNDS IN EXHIBIT "A" PERFORMED BY OTHERS, PROVIDED BY CLIENT AS PART OF COMMITMENT NO. HP22-2051.

B Barragan & Associates Inc.

LAND PLANNING & SURVEYING
TEXAS SURVEYING FIRM# 10151200
10950 Pelicano Dr. Building-F,
El Paso, Tx 79935
Phone (915) 591-5709 Fax (915) 591-5708

Plat of Survey

A PORTION OF TRACTS 70 AND 71,
OF CINECUE PARK SUBDIVISION
AN ADDITION TO THE
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
AREA 1.13 ACRES ±

Plat Reference Vol/Bk 7 Pages 21

Scale: 1"=100' Date: 10-24-22 Drawn By: VB

I hereby certify that the foregoing survey was made on the ground and under my supervision and is correct to the best of my knowledge and belief.



Benito Barragan R.P.L.S. No. 5615
Job No. 221018-11 Copy Rights ©

Field: CC Book: N/A Page: N/A

GIVING ZONE



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 C-1 (Commercial) to allow for a print and copy shop and permitted commercial retail uses. The property is approximately 1.13 acres in size. The conceptual site plan shows two (2) proposed buildings along with landscape and parking areas. Main access to the proposed development is from Yarbrough Drive. 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 proposed rezoning will introduce neighborhood commercial uses previously not available in the immediate vicinity. Properties to the north include single-family dwellings zoned R-F (Ranch and Farm); properties to the south include commercial development zoned C-1/c/sp (Commercial/conditions/special contract); and lastly, properties to the east and west include single-family dwellings zoned R-F (Ranch and Farm). The nearest school, Ysleta Pre-K Center is 0.6 miles and the nearest park, Shawver Park is 1.3 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>G-3, Post-war: This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the proposed development is consistent with the future land use designation as it is located on a major arterial and will provide commercial uses previously not available in the area.</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>Yes, the proposed zoning is compatible with the adjacent commercial uses and serves as a buffer for the existing single-family residential zoning districts in the 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 is located along Yarbrough Drive, which is designated as a major arterial in the City's Major Thoroughfare Plan. The classification of this road is adequate for the proposed development as it connects to other existing and emergent commercial uses and leads to Loop 375, a freeway located to the south of 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 property is not located within any historic districts nor any other special designation areas.</p>

that may be applicable. Any adopted small area 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. 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 has been stable, with potential future commercial development along Yarbrough Drive.
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: Primary access is proposed from Yarbrough Drive, a roadway classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP) and is suitable for the proposed development. The proposed development is accessible for both vehicular and pedestrian traffic and connects to Loop 375, which is 0.7 miles south of the site. The nearest bus stop is 0.05 miles in proximity to the proposed development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received for the rezoning request from the reviewing departments.

PUBLIC COMMENT: The subject property is located within the Save the Valley 21, Mission Valley Civic Association, and Corridor 20 Civic Association. The applicant contacted these associations for neighborhood outreach. Notices were sent to property owners within 300 feet of the subject property on January 17, 2024. As of January 29, 2024, the Planning Division received one (1) email in support from the Mission Valley Civic Association for the rezoning request.

CITY PLAN COMMISSION OPTIONS:

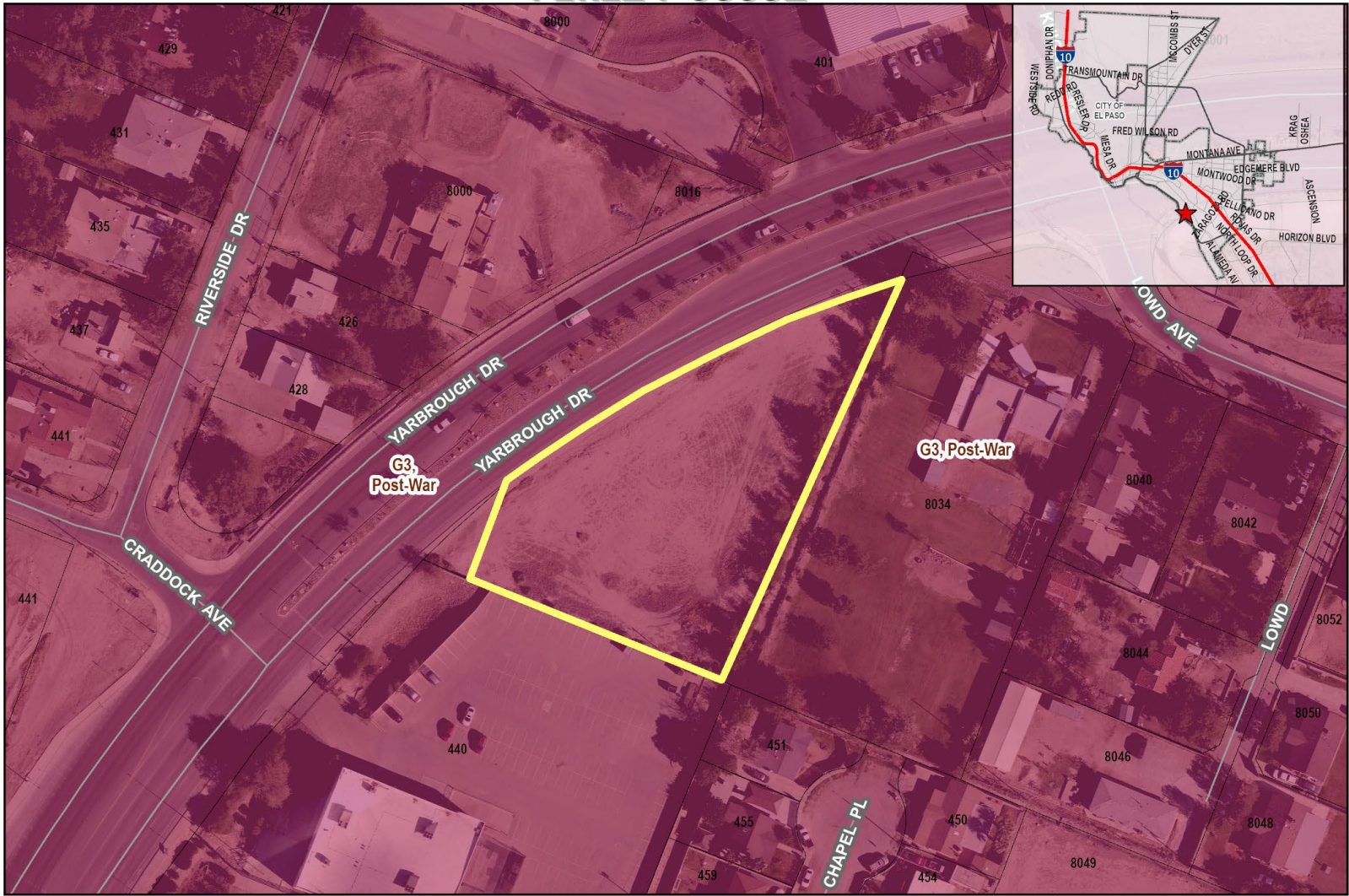
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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
5. Public Input

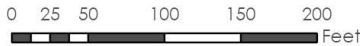
PZRZ24-00032



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

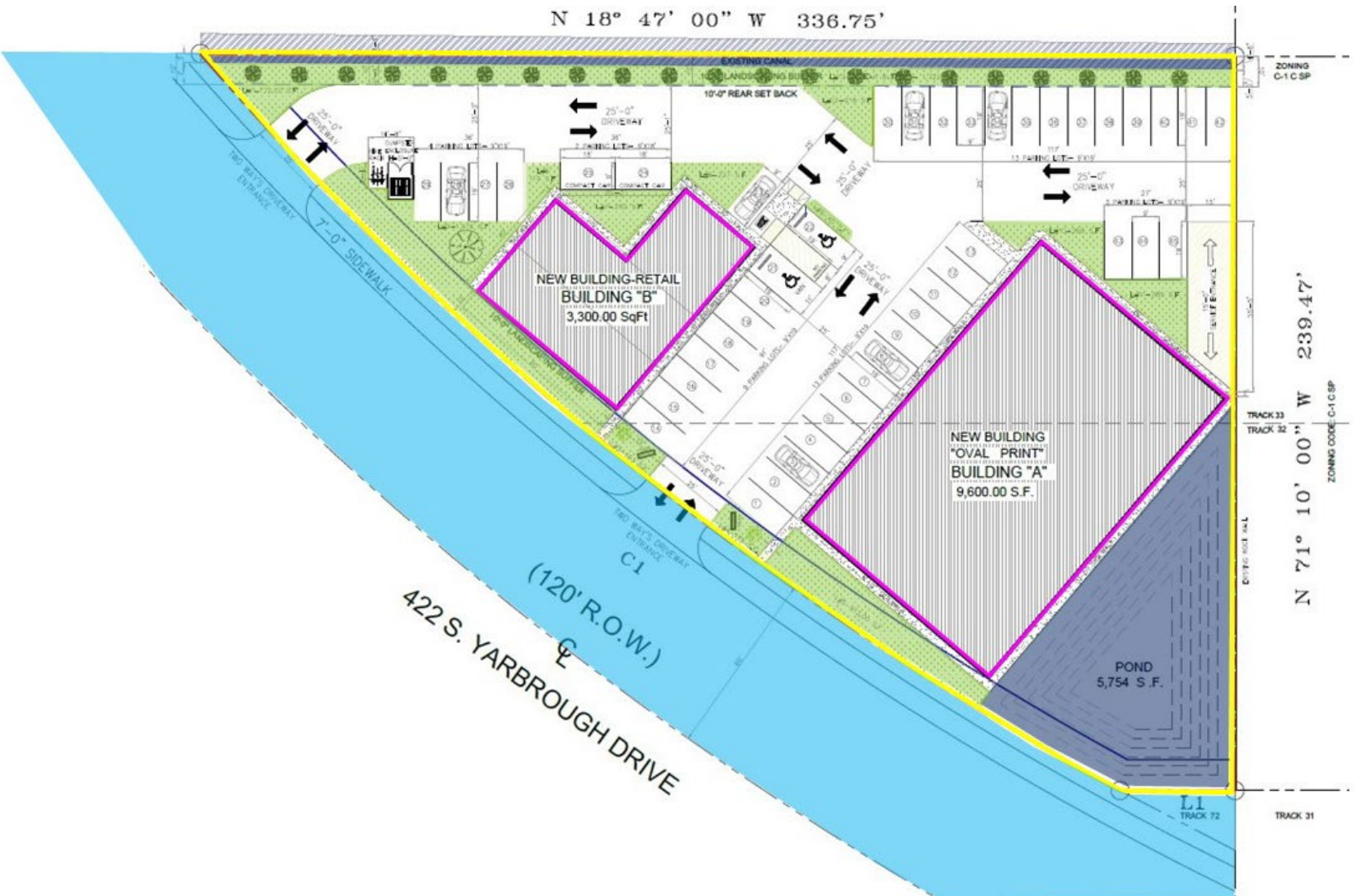


Subject Property



ATTACHMENT 1

ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL with CONDITIONS** of the rezoning request. This recommendation is based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan, for the G-3, Post-war future land use designation. The conditions are the following:

1. That the property not be used for an automotive service station;
2. That the property not be used for minor motor vehicle repair;
3. That a ten-foot (10') landscaped buffer with native trees be placed 15' on center along the easterly property line where it abuts residentially-zoned property.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend Approval

The generalized site plan is not being reviewed for conformance due to conceptual nature. No objections to proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

Recommend approval.

1. Show proposed drainage flow patterns on the site plan showing how all storm-water runoff will flow into proposed pond.
2. Provide rock-wall/wrought iron between pond and street ROW for pedestrian safety.
3. Misspelled pond on square footage label.

Note: Plans are conceptual. To be reviewed in the building plan stage and platting stage if applicable.

Fire Department

Recommend approval. No adverse comments.

Streets and Maintenance Department

Traffic and Transportation Engineering.

No TIA is required.

Street Lights Department

Street Lights Department does not object to this request. (REVISED)

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 a 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. Incorporate a location map.
2. Follow DSC and City of El Paso Municipal Codes as applicable for all proposed and improvements on the project.
3. Incorporate a legend box with all elements and hatching lines.
4. To include a detail information for all proposed items in plan.
5. Incorporate capacity information for proposed pond and also include proposed contour levels in plan.
6. Incorporate all general notes and utilities notes as applicable on plans as per El Paso City municipal codes.
7. Incorporate all utilities lines in plans as applicable.

Note: To be reviewed in the building plan stage and platting stage if applicable.

Sun Metro

Proposed site plan is within 1000ft vicinity of Sun Metro bus stop. This site is eligible for Parking Reduction Letter upon request.

If construction requires a Traffic Control Permit, please provide a copy in order prevent any disruption of Sun Metro Transit services and operations.

El Paso Water

EPWater-PSB does not object to this request.

There are no water or sanitary sewer mains fronting the property.

Water:

There is an existing 6-inch diameter sanitary sewer main extending along Riverside Street. This main can be extended to provide service

There is an existing 6-inch diameter sanitary sewer main extending along Starr Street that is available for extension. This main can be extended to provide service.

There is an existing 8-inch diameter sanitary sewer main extending along Lowd Street. This main can be extended to provide service.

Previous water pressure from fire hydrant #0645 located on the intersection of Craddock Street and Riverside Street has yield a static pressure of 102 (psi), a residual pressure of 60 (psi), and a discharge of 1,321 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 24-inch diameter sanitary sewer main extending along Starr Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations. This main can be extended to provide service.

There is an existing 24-inch diameter sanitary sewer main extending along Riverside Street. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations. This main can be extended to provide service.

General:

Water & sanitary sewer main extensions are required to provide service. Water main shall be extended to create a looped system. The water main extension shall cover the entire Yarbrough frontage. Water & sanitary sewer main extensions costs will be the responsibility of the owner.

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

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

- The ponding areas shown shall have enough capacity to hold the developed runoff for a 100-yr. storm event.

El Paso County 911 District

The 911 District has no comments or concerns.

El Paso County Water Improvement District No. 1

The item located on 422 S. Yarbrough does have water rights. Please have the applicant submit an application, application fee and three irrigable land exhibits to the office located at 13247 Alameda in Clint, Texas. Also, there is an outstanding balance of past due taxes in the amount of \$111.21.

Texas Department of Transportation

No comments received.

Texas Gas Service

No comments received.

El Paso Electric

No comments received.

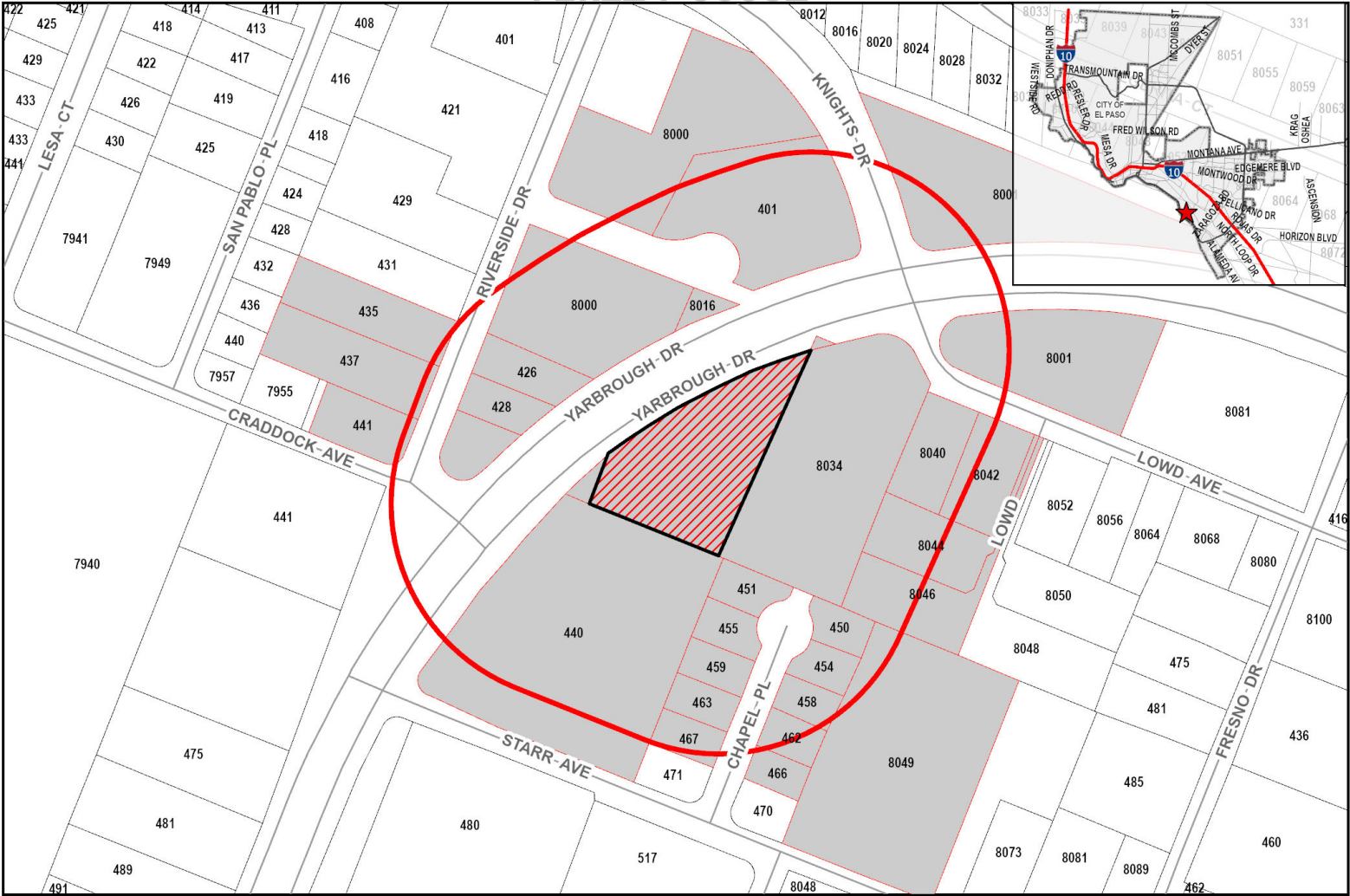
Police Department

No comments received.

Environment Services

No comments received.

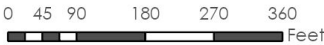
PZRZ24-00032



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



- Subject Property
- 300 Feet Notice Area
- Notified Properties



ATTACHMENT 4

ATTACHMENT 5

From: [Sylvia Carreon](#)
To: [Pina, Saul J.](#)
Subject: PZRZ24-00032
Date: Wednesday, January 29, 2025 12:33:13 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. Pina, this is Sylvia Carreon, president of the Mission Valley CIVIC Association and wanted to let you and the City know that we are not opposing this rezone request at 422 S. Yarbrough Dr. We have researched the area and it is comparable to the existing area. It is a welcome to see new businesses being built in this area. I spoke with the owner, Enrique Padilla, and advised him of our approval for this rezoning. Thank you and please advise the commission as well. Thank you

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

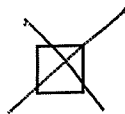
Enrique Padilla

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: _____

Enrique Padilla

Date: _____

3/28/2025



Legislation Text

File #: 25-577, 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

Streets and Maintenance, Randy Garcia, (915) 212-7015

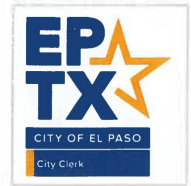
Police, Arthur Steve Alvarado, (915) 212-6026

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

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



DEPARTMENT: Streets and Maintenance/PD Code Enforcement

AGENDA DATE: 5/13/25

PUBLIC HEARING DATE: 5/28/25

CONTACT PERSON NAME: Randy Garcia, Interim Director, Streets **PHONE NUMBER:** 915-212-7015

2nd CONTACT PERSON NAME: Arthur S. Alvarado, Director, PD Code **PHONE NUMBER:** 915-212-6026

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

7 - Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL:

7.3 - Enhance a regional comprehensive transportation system

SUBJECT:

Approve and ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.48 (Loading Zones, Bus and Taxi Stands), of the El Paso City Code to perform the following: Amend Chapter 12.48 (Loading Zones, Bus and Taxi Stands) heading to ADD "Rideshare Zones"; Amend section 12.48.010 (Loading Zone - Authority to Designate) to ADD Paragraph C; Amend Section 12.48.030 (Loading Zone - Pick-Up and Discharge of Passengers) to replace "Passenger" with "Rideshare or Taxi", and to ADD "For a Maximum of Five Minutes"; Amend Section 12.48.040 (Public Carrier Stops, Stands and Route - Authority to Designate) Paragraph A to ADD "Rideshare Zones" and "Rideshare Zone"; Amend Section 12.48.050 (Use of Stands by Buses and Taxicabs) heading to ADD "Rideshare Vehicles", and to ADD Paragraph E; Amend Section 12.48.060 (Use of Stands by Other than Those Designated for) to DELETE "Or Other Than", and to ADD "Or other than a Rideshare Vehicle in a Rideshare Zone". The penalty as provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

City Council recommended establishment of a Rideshare Hub Zone after Sociable City Assessment Plan presentation. This ordinance change would established 24 hour designated passenger loading zones along Oregon, within the Cincinnati Entertainment District to improve public safety awareness.

COMMUNITY AND STAKEHOLDER OUTREACH:

August 2023 to May 2024 - twelve city departments including the El Paso Police Department, Code Enforcement and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders.

PRIOR COUNCIL ACTION:

09-24-2024 - Sociable City Assessment Action Plan - including recommendations to create a rideshare zone.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:



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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.48 (LOADING ZONES, BUS AND TAXI STANDS), OF THE EL PASO CITY CODE TO PERFORM THE FOLLOWING: AMEND CHAPTER 12.48 (LOADING ZONES, BUS AND TAXI STANDS) HEADING TO ADD “RIDESHARE ZONES”; AMEND SECTION 12.48.010 (LOADING ZONE—AUTHORITY TO DESIGNATE) TO ADD PARAGRAPH C; AMEND SECTION 12.48.030 (LOADING ZONE—PICK-UP AND DISCHARGE OF PASSENGERS) TO REPLACE “PASSENGER” WITH “RIDESHARE OR TAXI”, AND TO ADD “FOR A MAXIMUM OF FIVE MINUTES”; AMEND SECTION 12.48.040 (PUBLIC CARRIER STOPS, STANDS AND ROUTE—AUTHORITY TO DESIGNATE) PARAGRAPH A TO ADD “RIDESHARE ZONES” AND “RIDESHARE ZONE”; AMEND SECTION 12.48.050 (USE OF STANDS BY BUSES AND TAXICABS) HEADING TO ADD “RIDESHARE VEHICLES”, AND TO ADD PARAGRAPH E; AMEND SECTION 12.48.060 (USE OF STANDS BY OTHER THAN THOSE DESIGNATED FOR) TO DELETE “OR OTHER THAN”, AND TO ADD “OR OTHER THAN A RIDESHARE VEHICLE IN A RIDESHARE ZONE”. THE PENALTY AS PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

WHEREAS, from August 2023 to May 2024, twelve city departments including the El Paso Police Department, Code Enforcement, and Planning and Inspections participated in approximately 29 meetings with over 100 stakeholders; and

WHEREAS, on May 21, 2024, the third-party consultant, Responsible Hospitality Institute, presented its report and recommendations to City Council; and

WHEREAS, on September 24, 2024, the El Paso City Council heard updates on the Sociable City Assessment Action Plan, including recommendations to create a rideshare zone in the El Paso City Code; and

WHEREAS, the city of El Paso now wishes to amend title 12, chapter 12.48 based on the Sociable City Assessment Action Plan.

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

SECTION 1. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), heading, to Add:

Chapter 12.48 LOADING ZONES, BUS, TAXI STANDS, AND RIDESHARE ZONES.

SECTION 2. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.010 (loading zone—authority to designate), to Add:

12.48.010 Loading zone—Authority to designate.

The traffic engineer is authorized to designate, in locations appropriate to the needs of traffic and the convenience of the public, loading zones for either of two types of use:

- A. Zones for Commercial Vehicles Only. In a loading zone designated for commercial vehicles only, loading and unloading will be restricted between the hours of seven a.m. to seven p.m., unless otherwise specified on posted signs. A "commercial vehicle" means any motor vehicle (other than a motorcycle or passenger car) designed and used primarily for the transportation of property; or any motorcycle or passenger car which has been reconstructed so as to be used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which has been reconstructed so as to be used primarily for the transportation of property and is being so used; or any motorcycle or passenger car which is being used primarily for the transportation of property and which has permanently displayed (not by magnetic or other removable signs) legible words identifying the business concern by which the vehicle is used.
- B. Zones for General Use. In a loading zone designated for general use, loading and unloading will be restricted between the hours of seven a.m. to seven p.m., unless otherwise specified on posted signs.
- C. Zones for Rideshare Use. In a loading zone designated for rideshare use, loading and unloading of passengers will be permissible twenty-four (24) hours per day, unless otherwise specified on posted signs.

SECTION 3. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.030 (loading zone—pick-up and discharge of passengers), to Add:

12.48.030 Loading zone—Pick-up and discharge of passengers.

The driver of a rideshare or taxi vehicle may stop temporarily at a loading zone for a maximum of five minutes, even during the restricted hours, for the purpose of and while actually engaged in loading or unloading passengers, but only when such stopping does not interfere with any other vehicle lawfully in or about to enter such zone for loading or unloading merchandise or materials.

SECTION 4. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.040 (public carrier stops, stands and route—authority to designate), paragraph A, to Add:

12.48.040 Public carrier stops, stands and routes—Authority to designate.

- A. The traffic engineer is authorized and required to establish bus stops, bus stands, rideshare zones and stands for passenger common-carrier motor vehicles on such public streets in such places and in such number as may be determined to be of the greatest benefit and convenience to the public. Each such bus stop, bus stand, rideshare zone, or other stand shall be designated by appropriate signs or markings approved by the traffic engineer and installed by the city. When a passenger common-carrier company requests such designated stop areas for the

loading and/or unloading of its passengers in the city right-of-way, such company shall pay the city for all costs related to the design and installation of the requested stop areas.

B. The traffic engineer is authorized and required to establish reasonably direct routes on city streets from state and federal roadways to destinations within the city and back to such state and federal roadways for those passenger common-carrier motor vehicles that operate under authority of permits issued by the surface transportation board or its successor agency. To become effective, the routes established by the traffic engineer and any amendments thereto shall require city council approval by resolution. Common-carrier passenger motor vehicles operating under permits issued by the surface transportation board or its successor agency shall not operate over city streets except on such routes as established by the traffic engineer and approved by the city council. The description of the routes established pursuant to this section shall be available to the public from the office of the traffic engineer and made available to the public electronically. Any passenger common carrier company may make a request to the traffic engineer to amend the routes to accommodate its access to facilities used by such common-carrier or to load and/or unload its passengers. The traffic engineer shall follow the procedures of this section in developing a route and presenting an amendment to the city council for its consideration.

SECTION 5. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.050 (use of stands by buses and taxicabs) heading, to Add:

12.48.050 Use of stands by buses, taxicabs, and rideshare vehicles.

- A. The operator of a bus shall not stand or park such vehicle upon any street at any place other than a bus stand so designated as provided herein.
- B. The operator of a bus shall not stop such vehicle upon any street at any place for the purpose of loading or unloading passengers or their baggage other than at a bus stop, or bus stand, so designated as provided herein, except in case of an emergency.
- C. The operator of a bus shall enter a bus stop, or bus stand, on a public street in such a manner that the bus when stopped to load or unload passengers or baggage shall be in a position with the right front wheel of such vehicle not further than eighteen inches from the curb and the bus approximately parallel to the curb so as not to unduly impede the movement of other vehicular traffic.
- D. The operator of a taxicab shall not stand or park such vehicle upon any street at any place other than in a taxicab stand so designated as provided herein. This provision shall not prevent the operator of a taxicab from temporarily stopping in accordance with other stopping or parking regulations at any place for the purpose of and while actually engaged in the expeditious loading or unloading of passengers.
- E. The operator of a taxicab and rideshare vehicle may stand or park such vehicle in a designated rideshare zone not to exceed a maximum of five minutes for the purpose of loading/unloading passengers.

SECTION 6. Amend Title 12 (Vehicles and Traffic), Chapter 12.48 (LOADING ZONES, BUS AND TAXI STANDS), section 12.48.060 (use of stands by other than those designated for), to Delete and to Add:

12.48.060 Use of stands by other than those designated for.

No person shall stop, stand or park a vehicle other than a bus in a bus stop, a taxicab in a taxicab stand, or other than a rideshare vehicle in a rideshare zone when any such stop or stand has been officially designated and appropriately signed, except that the driver of a passenger vehicle may temporarily stop therein for the purpose of and while actually engaged in loading or unloading passengers when such stopping does not interfere with any bus or taxicab waiting to enter or about to enter such zone.

SECTION 7. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2025.

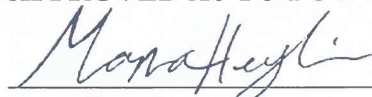
CITY OF EL PASO

Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Randy Garcia, Interim Director
Streets and Maintenance Department



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

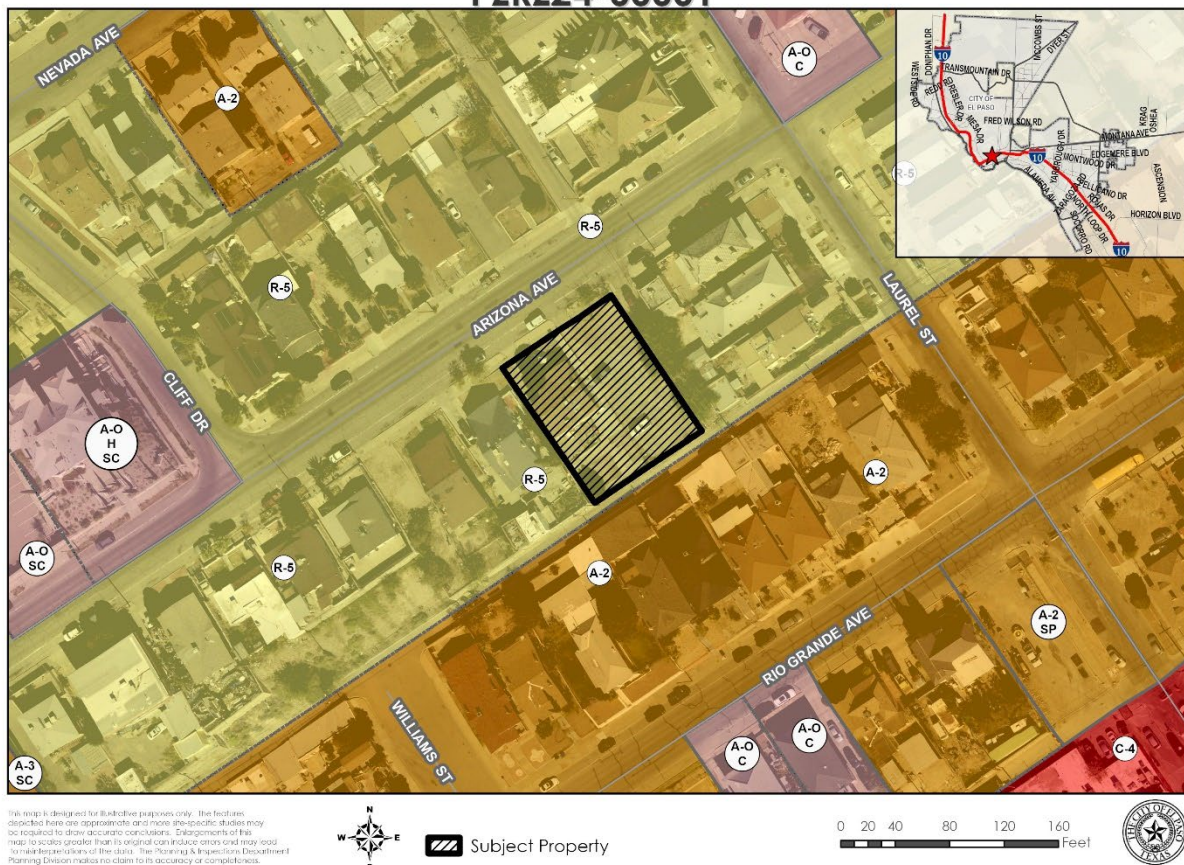


Figure A. Subject Property & Immediate Surroundings

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:

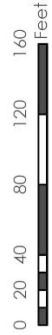
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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



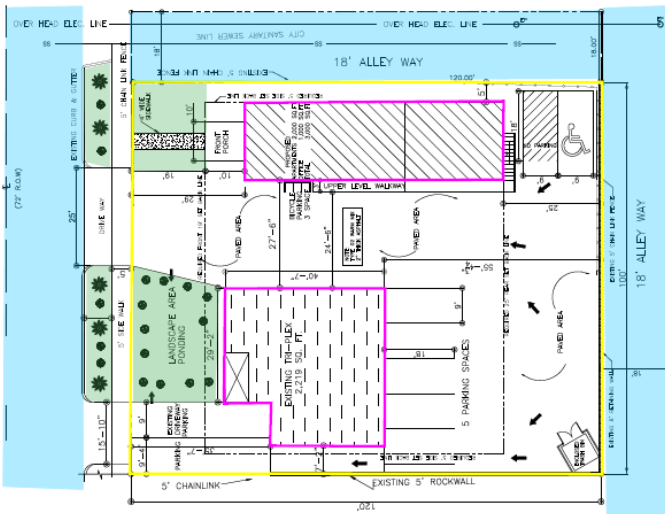
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enhancements of this map to scales greater than its original can induce errors and may lead to misinterpretation of the information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

ATTACHMENT 2

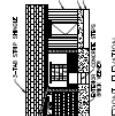


TRIP, FRONT SET BACKS 117/9 - 19
AREAL, FRONT SET BACKS 19
PROPOSED NEW STRUCTURE WILL HAVE A 15' FRONT
SETBACK

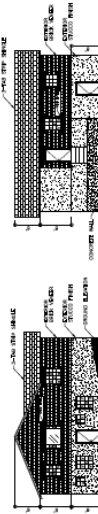
1814 ARIZONA AVE.



SITE PLAN



FRONT ELEVATION

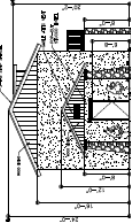


REAR ELEVATION

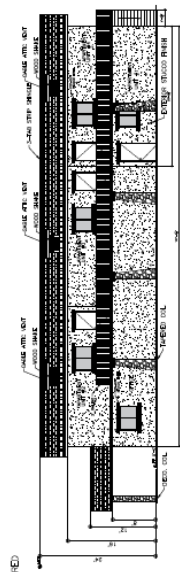
EXISTING TRI-PLEX ELEVATION

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 BY MORE THAN 10%.

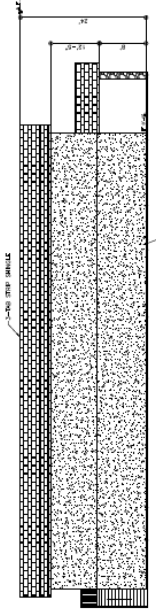
DESIGN CRITERIA:
2.3. THE PROJECT SHALL PROPOSE A MIX OF LAND USE CATEGORIES AS CLASSIFIED IN SECTION
20.08.030.
2.8. THE PROJECT INCLUDES LOW IMPACT STORM WATER MANAGEMENT BUILDINGS, BUT NOT LIMITED TO
7.8. THE PROJECT INCLUDES LANDSCAPE AREA, NO SHADES, SEVERED ROADS, PAVEMENT, CATCHES AND
REUSE SYSTEM.
2.11. FOR PROJECTS IN RESIDENTIAL DISTRICTS APPLICANT SHALL DEMONSTRATE THAT A PRIVATE
PLOT/AGE AS DESCRIBED IN CHAPTER 21.80, TABLE 7a THROUGH 7e IS PROPOSED.



FRONT ELEVATION



REAR ELEVATION



REAR ELEVATION

PROJECT INFORMATION:

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

EXISTING TRI-PLEX
LEGAL DESCRIPTION:
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
LEGAL DESCRIPTION:
BLOCK 1, HILL
LOT 8 & 9, 58829
LOT AREA 0.14 ACRE
SQUARE FT. 6000

ONE EFFICIENCY APARTMENT
FIRST FLOOR AND OFFICE
SQUARE FT. 1,000 SQ. FT.

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'
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' SQ. FT.

PARKING CALCULATION:
EXISTING TRI-PLEX: 100 SQ. FT. ONE BEDROOM EFFICIENCY
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 REQUIRED: 3
BICYCLE PARKING PROVIDED: 3

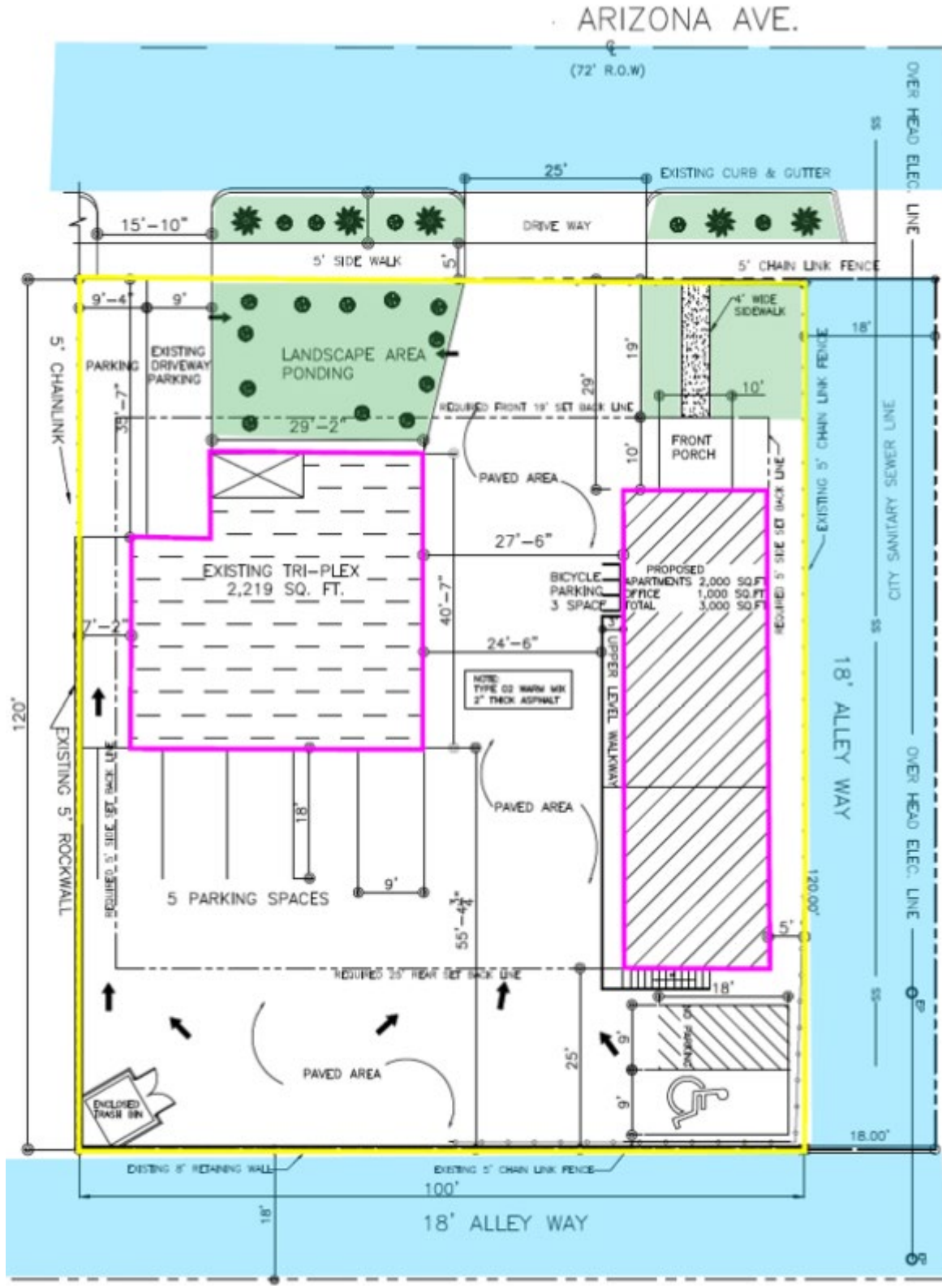
3. PARKING REQUIRED: 1.5 PER UNIT 500 SQ. FT. EACH
UNIT 34=2,000 = 51 PARKING SPACES REQUIRED
1,000 SQ. FT. OFFICE
1,000/576 = 2.3 = 3 PARKING SPACES REQUIRED

EXISTING TRI-PLEX = 6
TOTAL PARKING REQUIRED: 15
PARKING PROVIDED: 8
HANDICAP VAN ACCESSIBLE: 1
50% PARKING REDUCTION

LEGEND

PROJECT USE	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX	EXISTING TRI-PLEX
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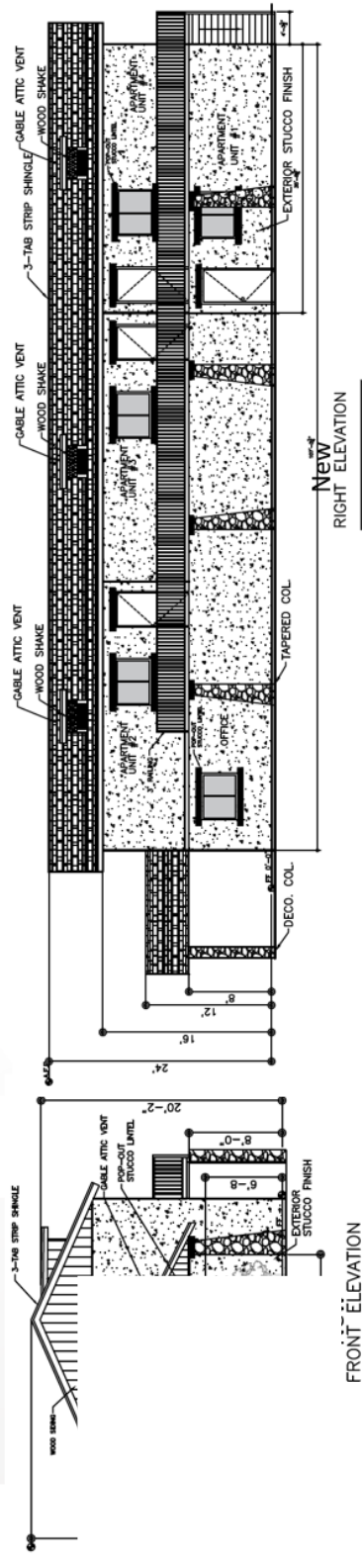
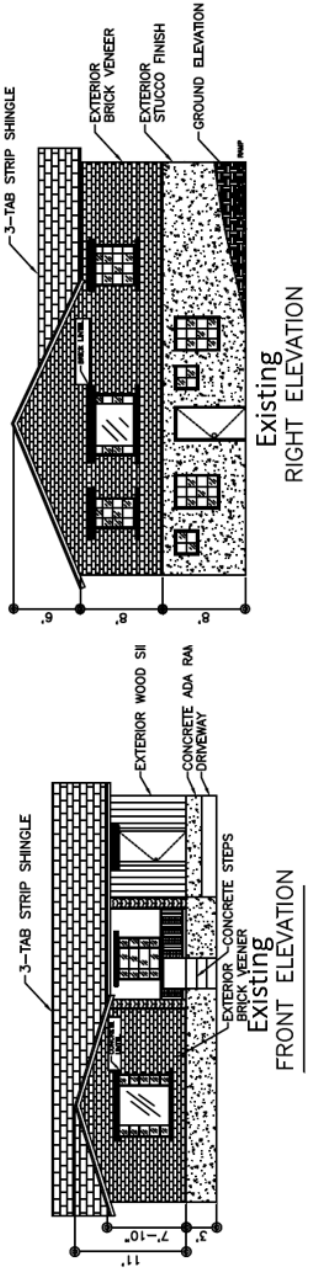
ATTACHMENT 3



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

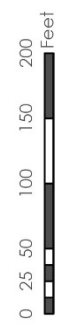
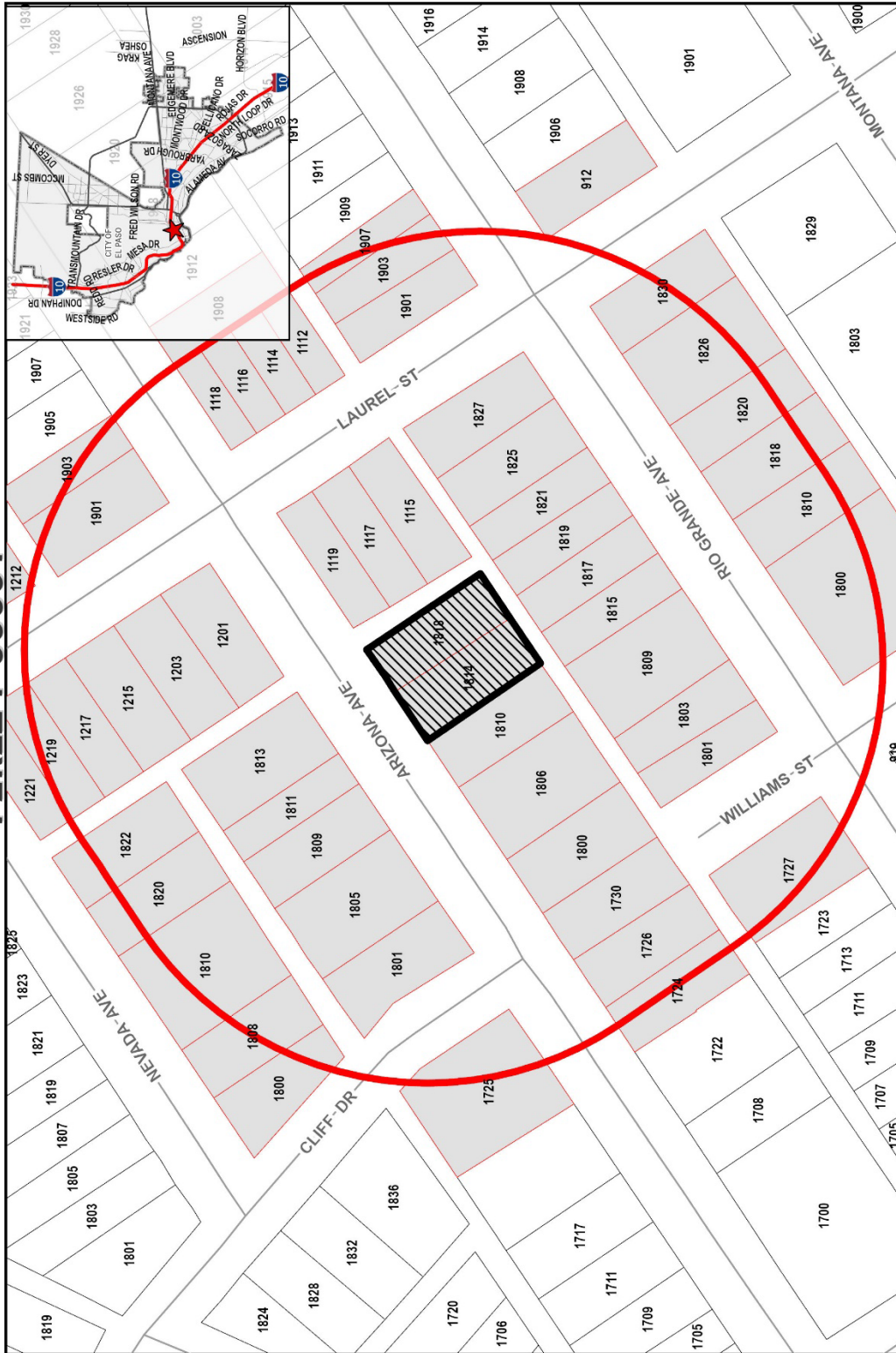
No objections.

911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6

PZRZ24-00001



 Subject Property
 300 Feet Notice Area
 Notified Properties



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map may be made for informational purposes only and are not intended to misrepresentations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

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

Introduction:

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

Definitions:

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

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

Contributor / Donor Information:

Full Name	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:



Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:



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:

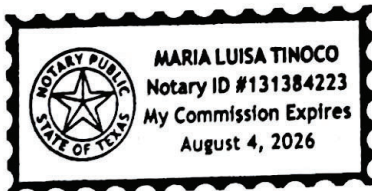
By: Fernando Guijarro
(name/title)
Frances S. Guijarro
(signature)

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

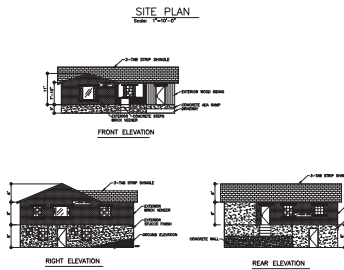
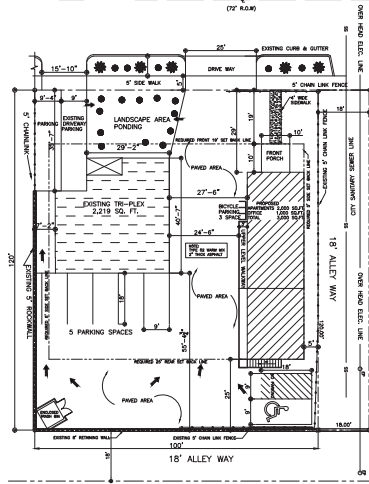
Notary's Printed or Typed Name:

Maria Tinoco

EXHIBIT "A"

1814 ARIZONA AVE.

(OF R.O.M.)



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
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'

REQUIRED SETBACKS:

A-2 REQUIRED
FRONT 10'
REAR 20'
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.
LVR 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
50% PARKING REDUCTION

LEGEND

PROPERTY LINE
EXISTING CURB LINE FENCE
NEW CURB LINE
CITY SHARED DRIVE LINE
EXISTING FENCE
EXISTING SIDE WALL
EXISTING TRI-PLEX
PROPOSED NEW DEVELOPMENT
SET BACK LINE
WATER RUNOFF FLOW



DESIGN CRITERIA:

THIS PROPOSAL MEETS THE FOLLOWING CRITERIA

LOCATION REQUIREMENT:

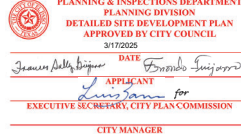
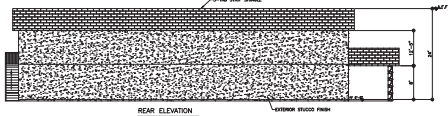
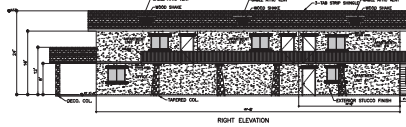
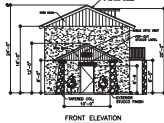
LAND MEETS AT LEAST ONE OF THE FOLLOWING
1. ANY PARCEL OF LAND ANNEXED PRIOR TO 1955

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 THAN 15%.

SELECTIVE DESIGN:

2.8. THE PROJECT INCLUDES LOW IMPACT STORM WATER MANAGEMENT INCLUDING, BUT NOT LIMITED TO: DEPRESSURED 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 7d IS PROPOSED



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

DETAILED SITE
DEVELOPMENT PLAN
Project: MIXED USE:
APARTMENT AND OFFICE
Date: 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.

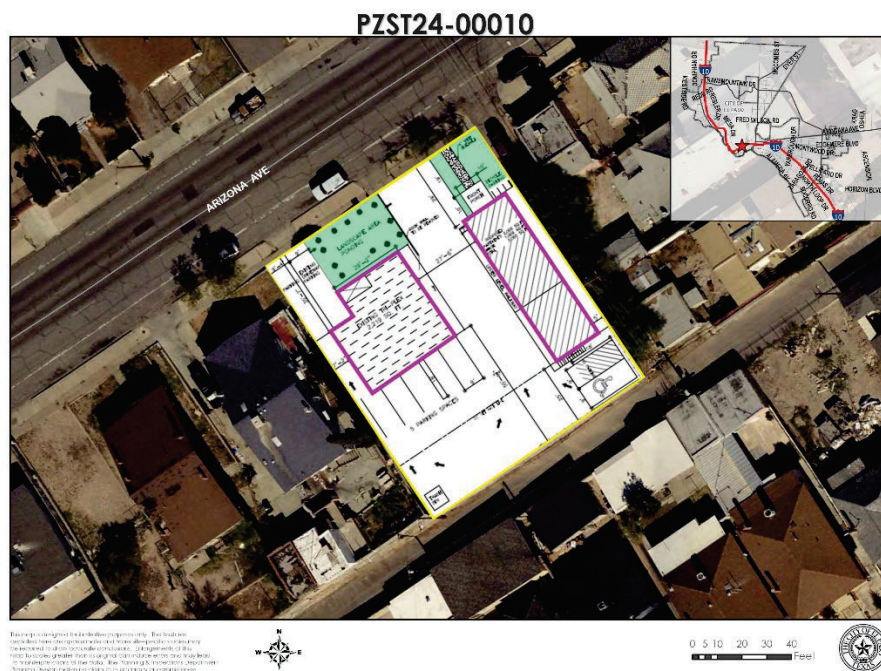


Figure A. Subject Property & Immediate Surroundings

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:

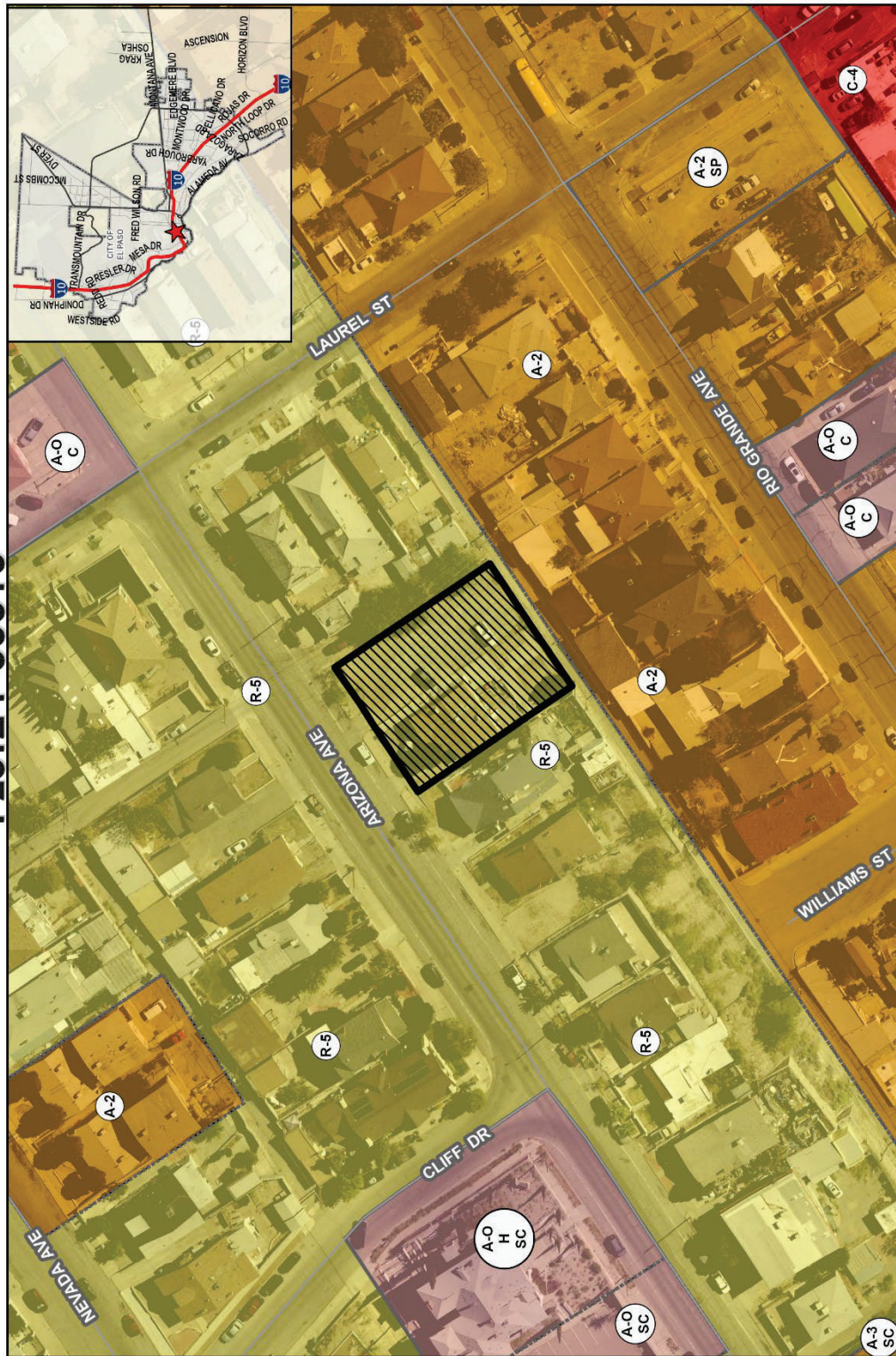
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
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

PZST24-00010

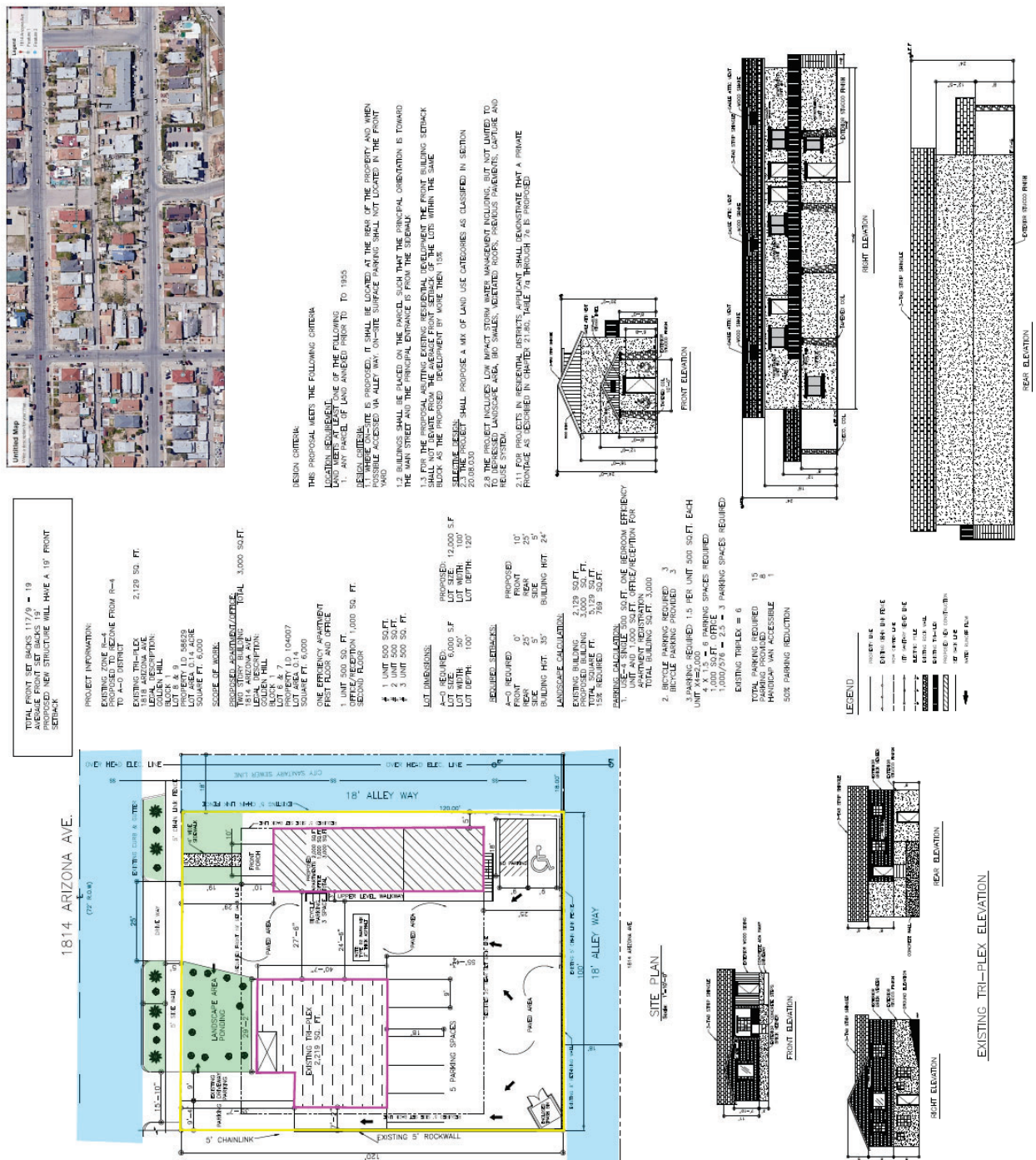


Subject Property

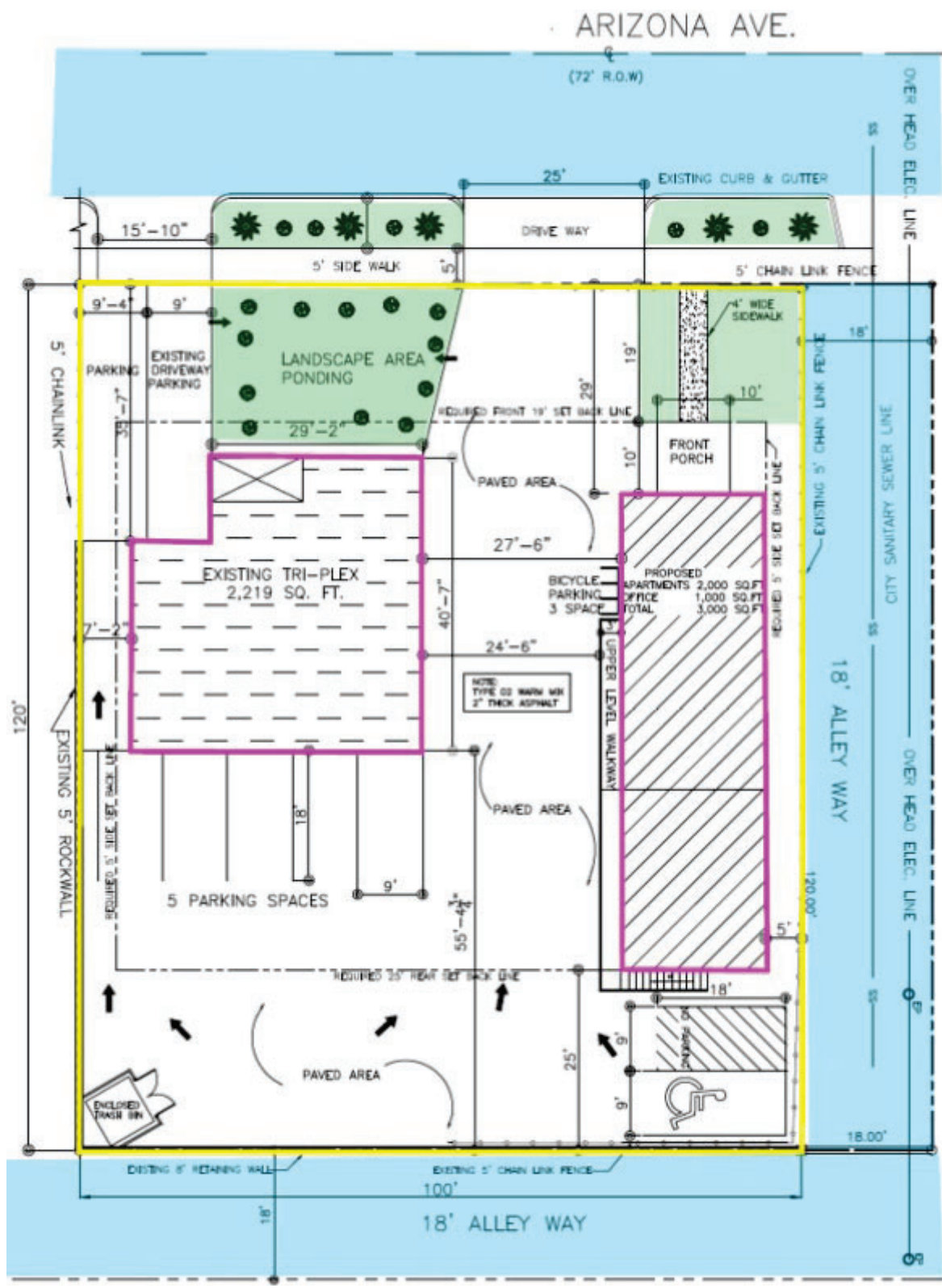


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretation. Planning Division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

394



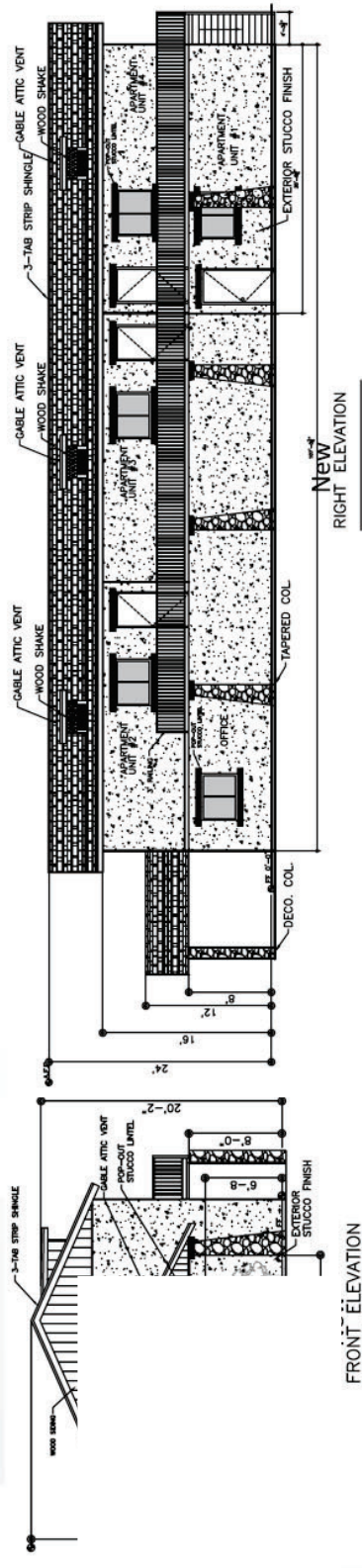
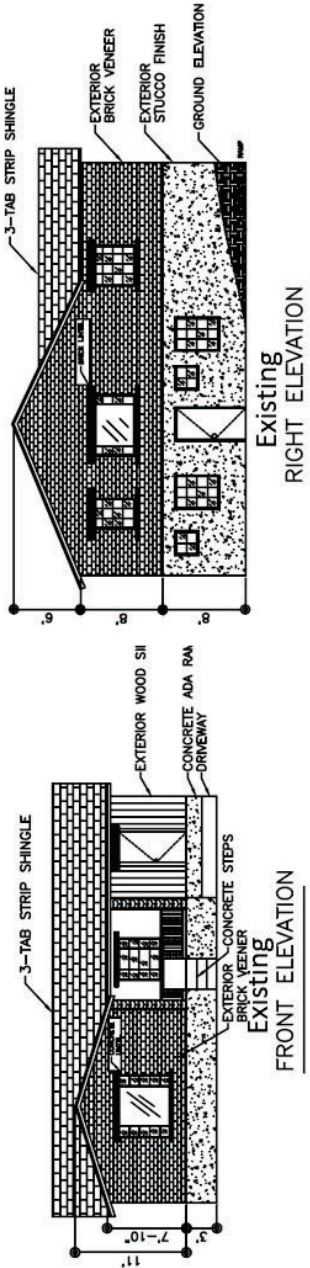
ATTACHMENT 3



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

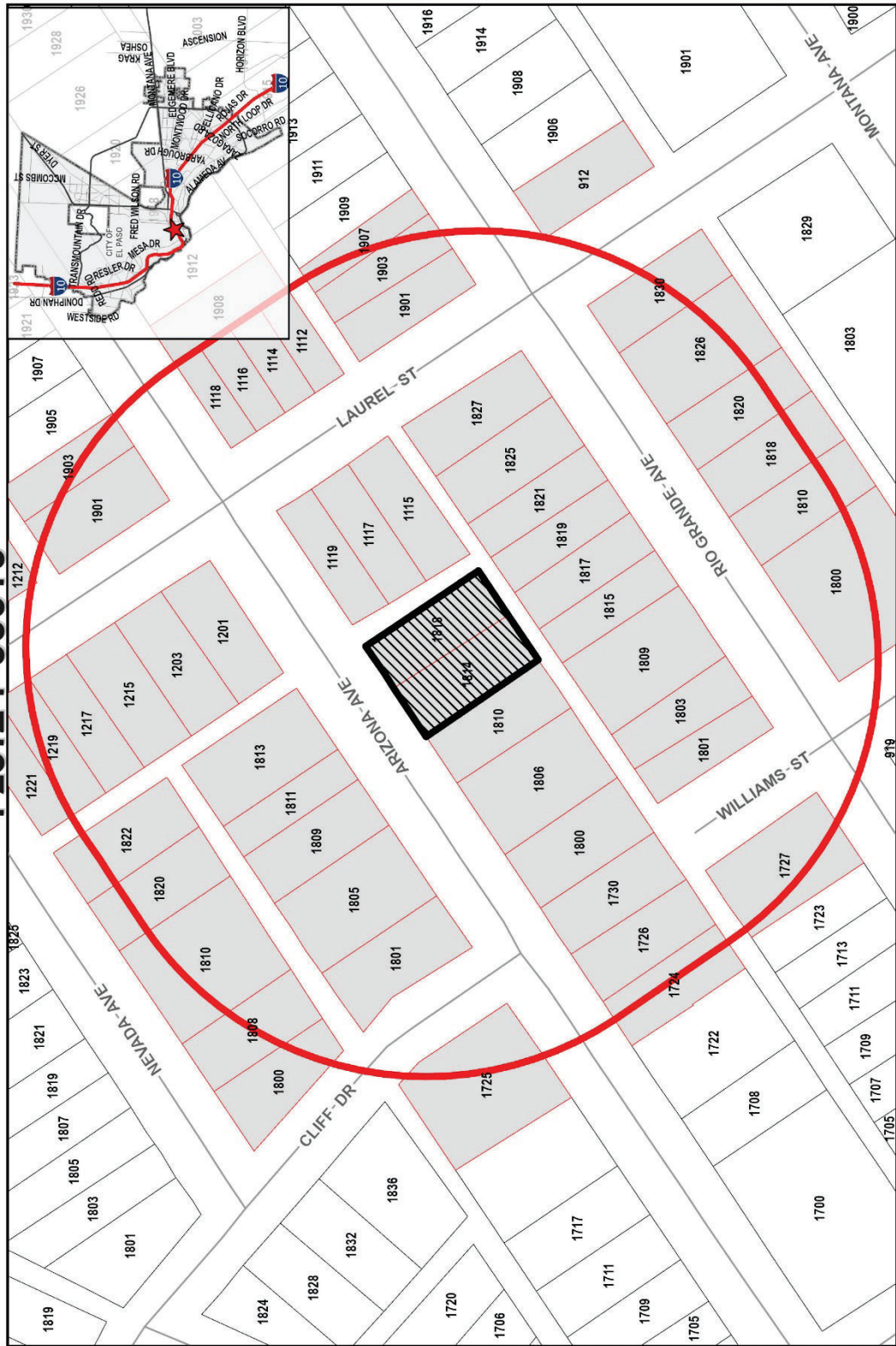
No objections.

911 District

No comments/concerns regarding this zoning.

ATTACHMENT 6

PZST24-00010



-  Subject Property
-  300 Feet Notice Area
-  Notified Properties



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to confirm the accuracy of the map. The Planning & Inspections Department 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	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:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe

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:

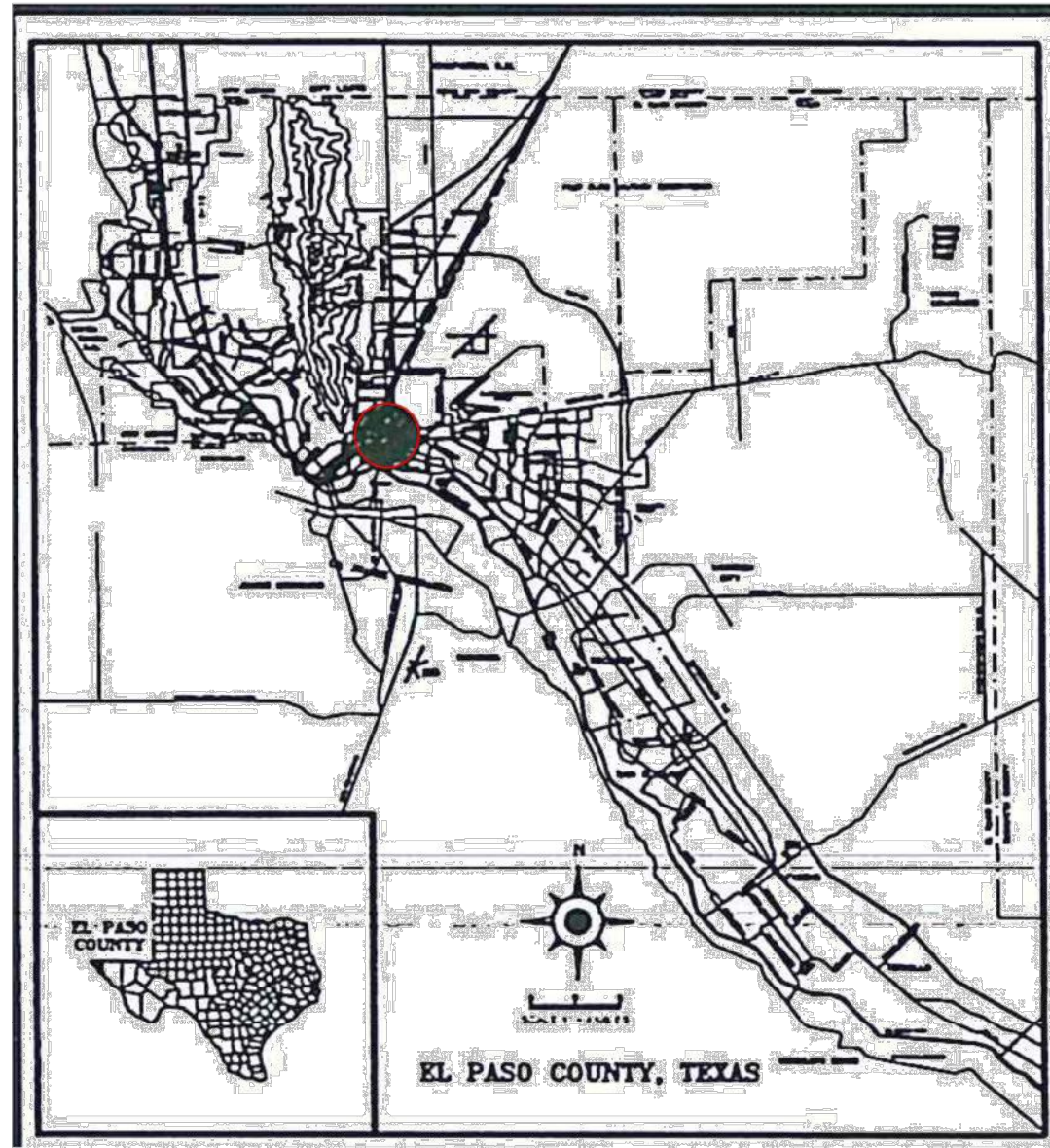
Rebecca Ruiz

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

SCOPE OF WORK
NEW TRIPLEX
1-BUILDINGS - 3 UNITS

PROJECT ADDRESS
903 PARK ST
EL PASO, TEXAS 79901

OCCUPANCY
TRIPLEX
UNIT #1-3 BEDROOM'S
UNIT #2-2 BEDROOM'S
UNIT #3-2 BEDROOM'S

LEGAL DESCRIPTION
38 MAGOFFIN LOT 9 (3,000 SQ FT)

LAND AREA
TOTAL AREA = 3,000 S.F.
ACRES AREA = 0.07

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	

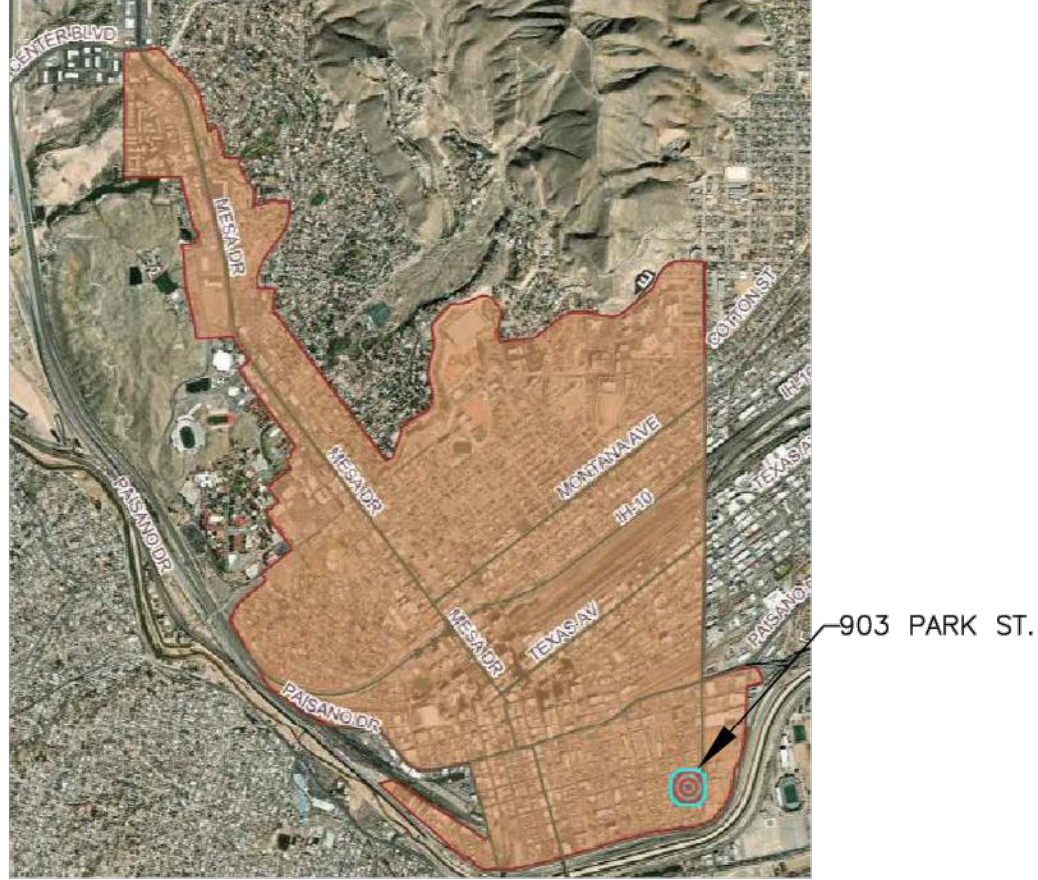
ZONING
CURRENT ZONING: A-3
REQUIRED ZONING: SD

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.

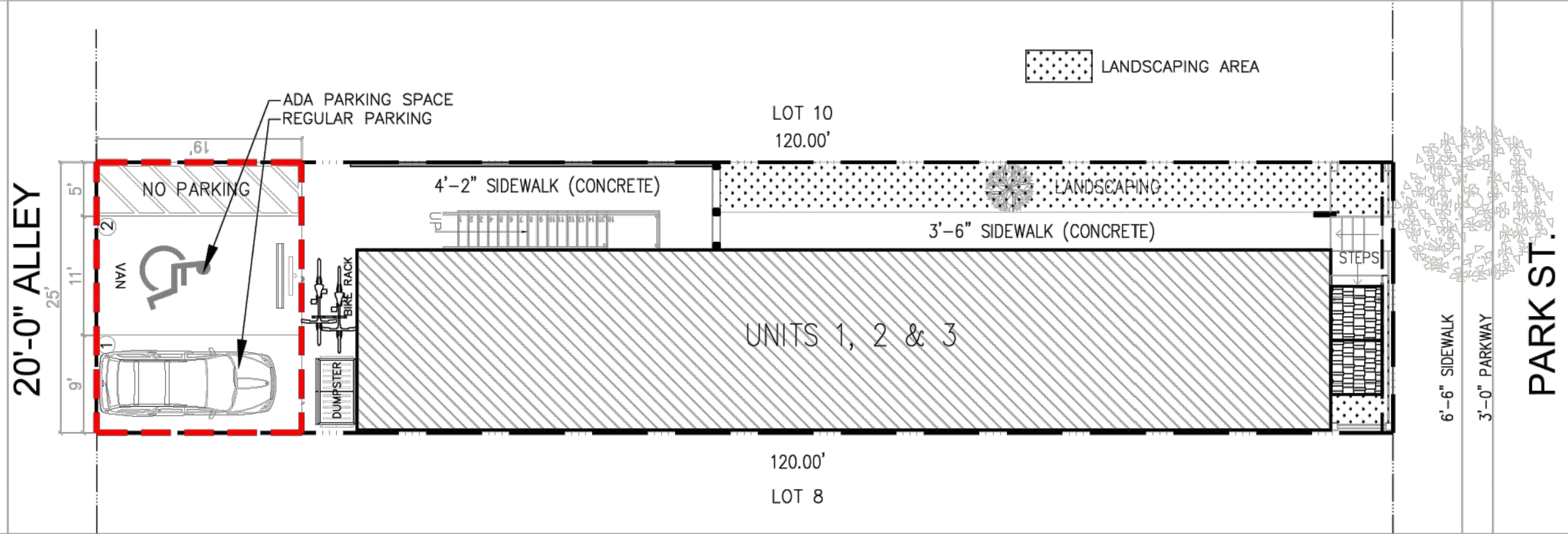


1.3 LAND ANNEXED PRIOR TO 1955.

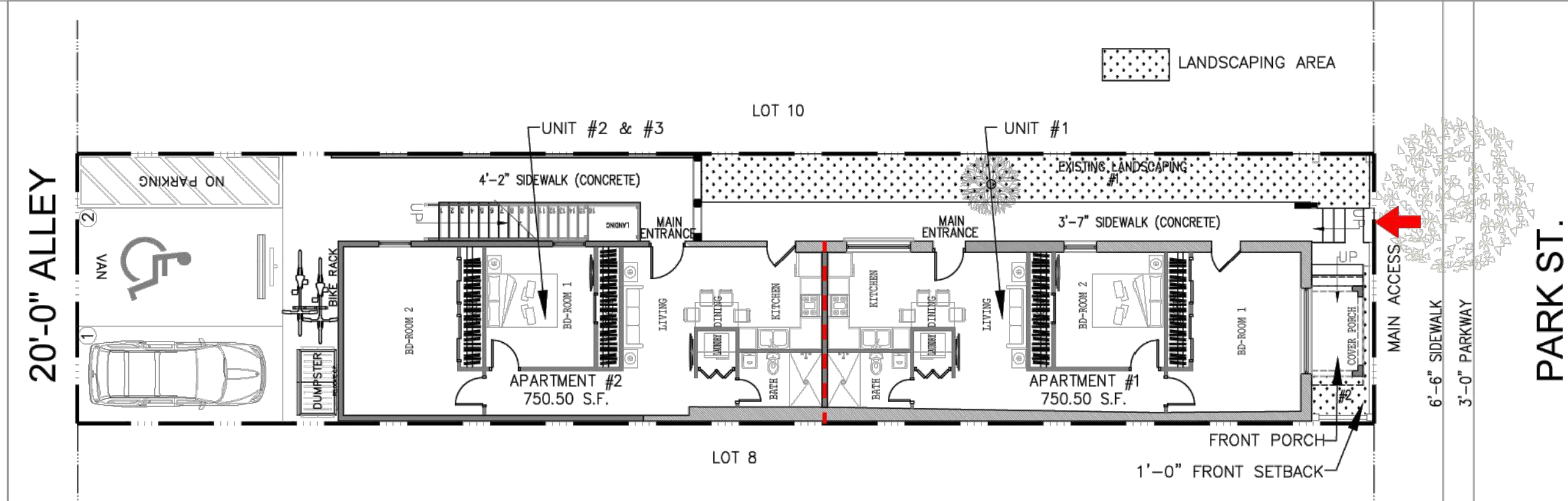


1 DESIGN CRITERIA MANDATORY DESIGN REQUIREMENTS (ALL 3)

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	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"

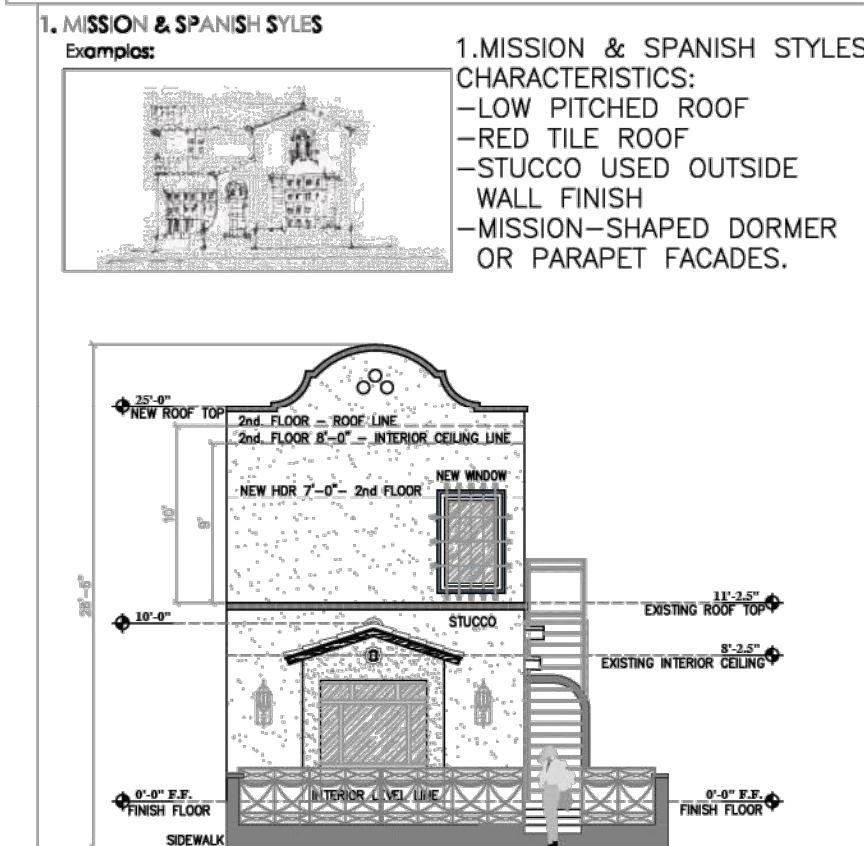


2 SELECTIVE DESIGN GUIDELINES MANDATORY DESIGN REQUIREMENTS (NO LESS THAN 3)

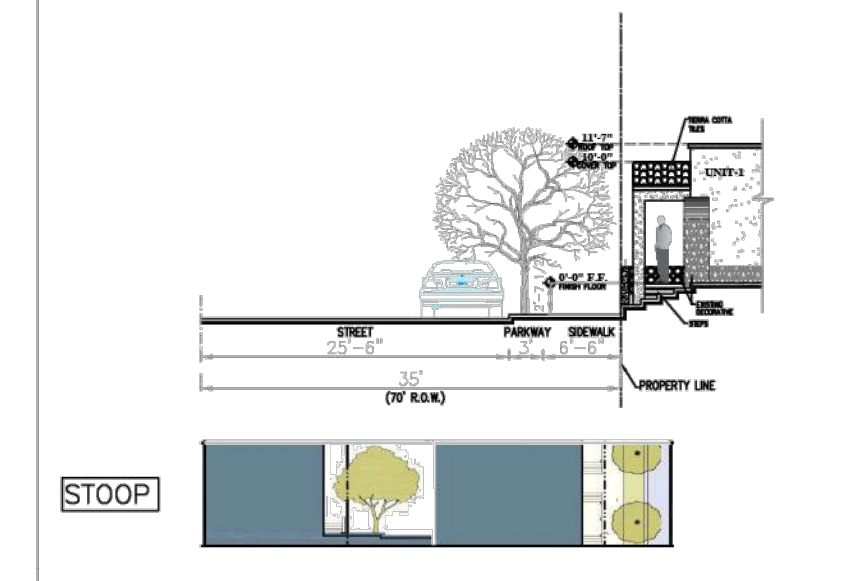
2.2 THE PERCENTAGE OF GROSS FLOOR AREA DIVIDED BY THE TOTAL LOT AREA FOR INFILL DEVELOPMENT PROJECTS SHALL BE NO LESS THAN 80%.

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.

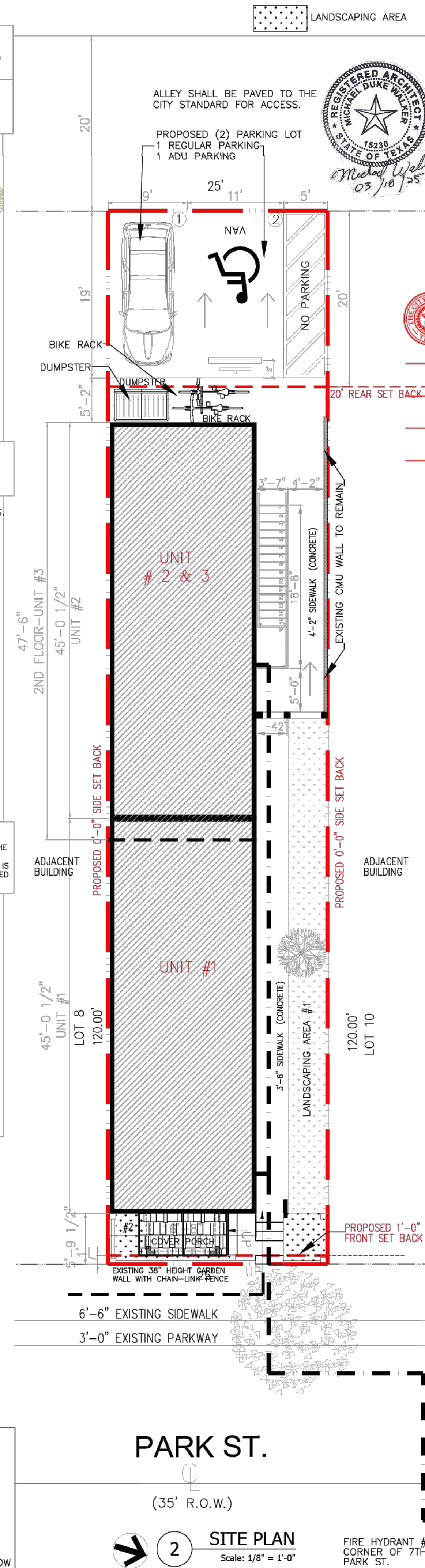


LANDSCAPING CALCULATION

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



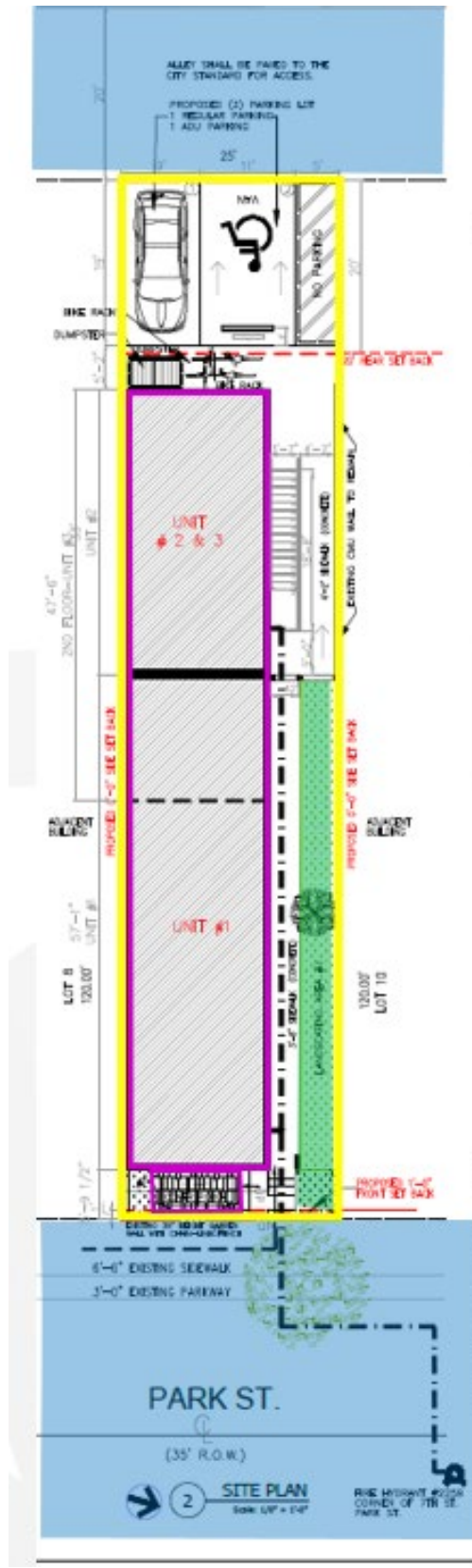
0 10 20 40 60 80 Feet

Subject Property

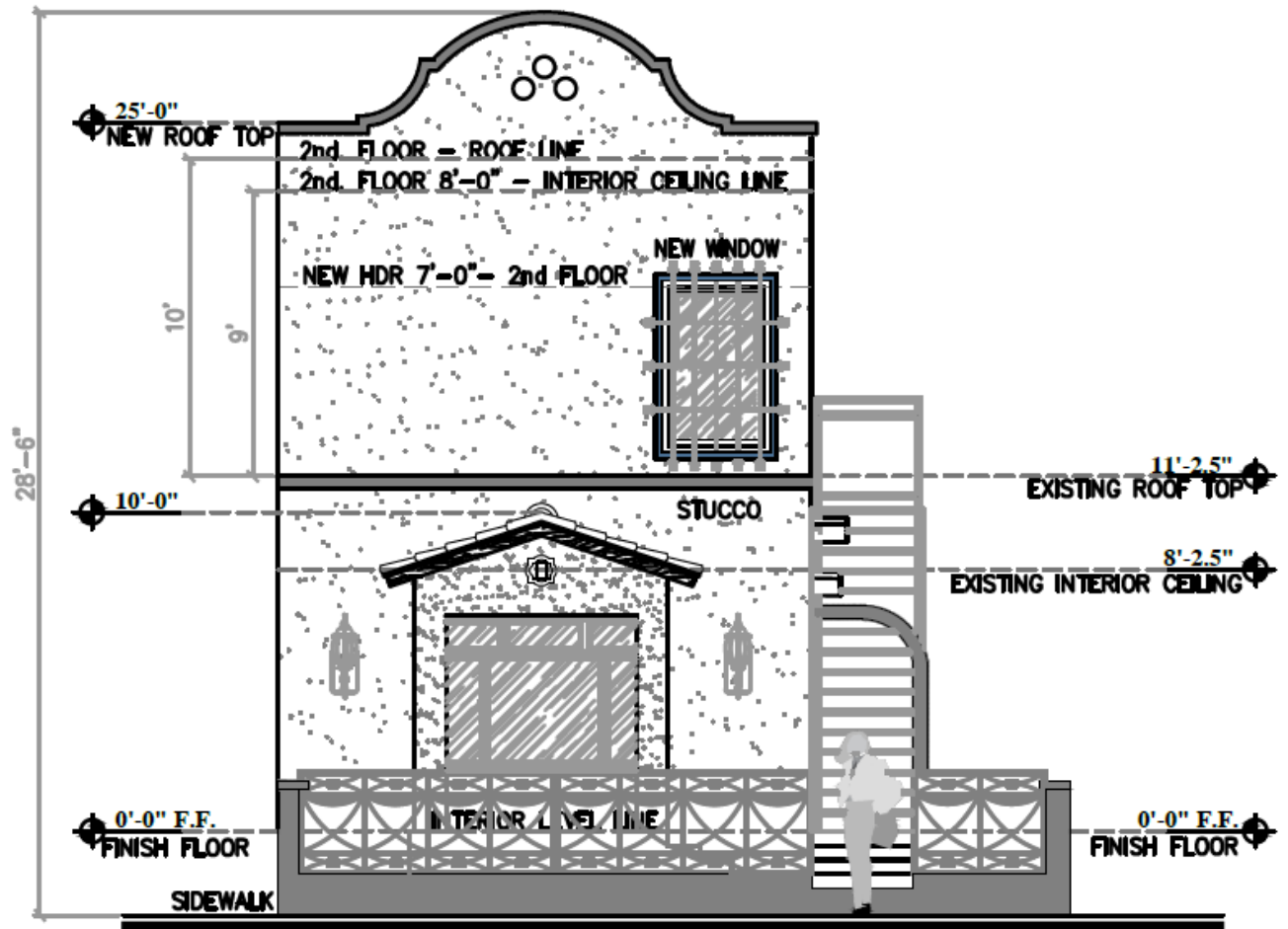


This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Changes to the map may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.

ATTACHMENT 3



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 TAYS ST.	32 PARK ST.	8 S.COTTON ST.	28 E 7th AVE.	
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 details 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;

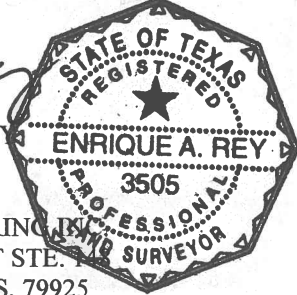
THENCE, North 45° 01' 00" West, a distance of 487.80 feet to a point;

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

R.P.L.S.

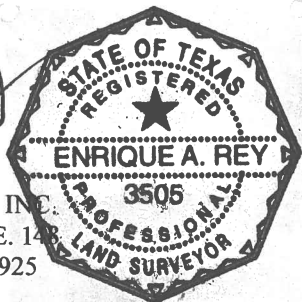
TX. 3505

REY ENGINEERING INC.

9434 VISCOUNT STE. 140

EL PASO TEXAS, 79925

(915) 633-8070

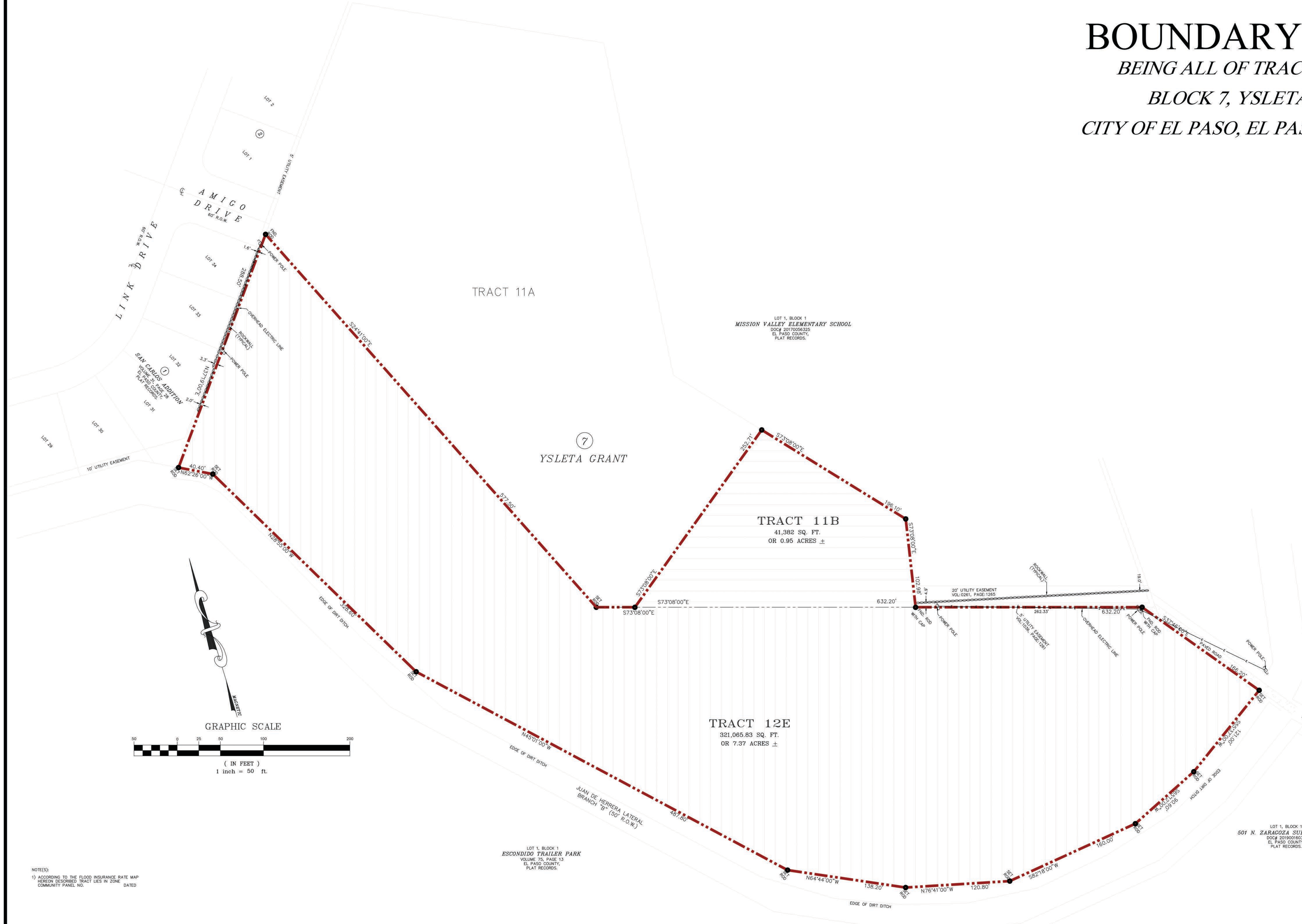


BOUNDARY SURVEY

BEING ALL OF TRACT 11B & 12E,

BLOCK 7, YSLETA GRANT

CITY OF EL PASO, EL PASO COUNTY, TX.



Enrique A. Rey
PE

PELL WAY
20' R.O.W.
11' ADDITIONAL R.O.W.

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.

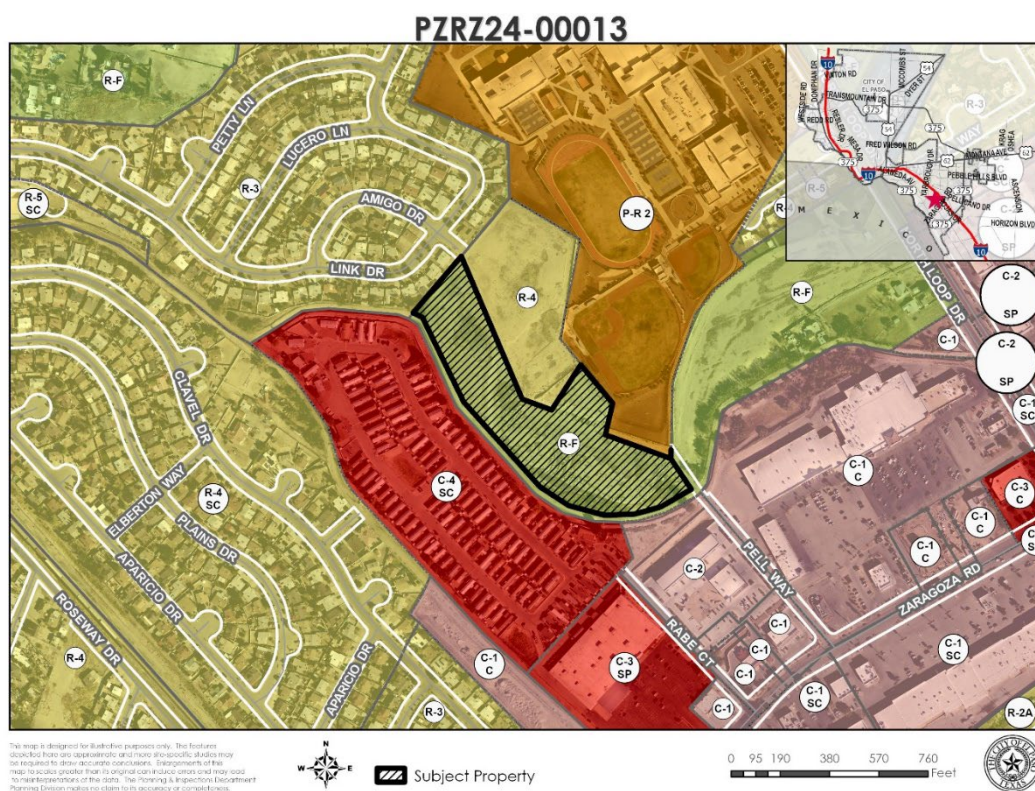


Figure A. Subject Property & Immediate Surroundings

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 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>. 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:

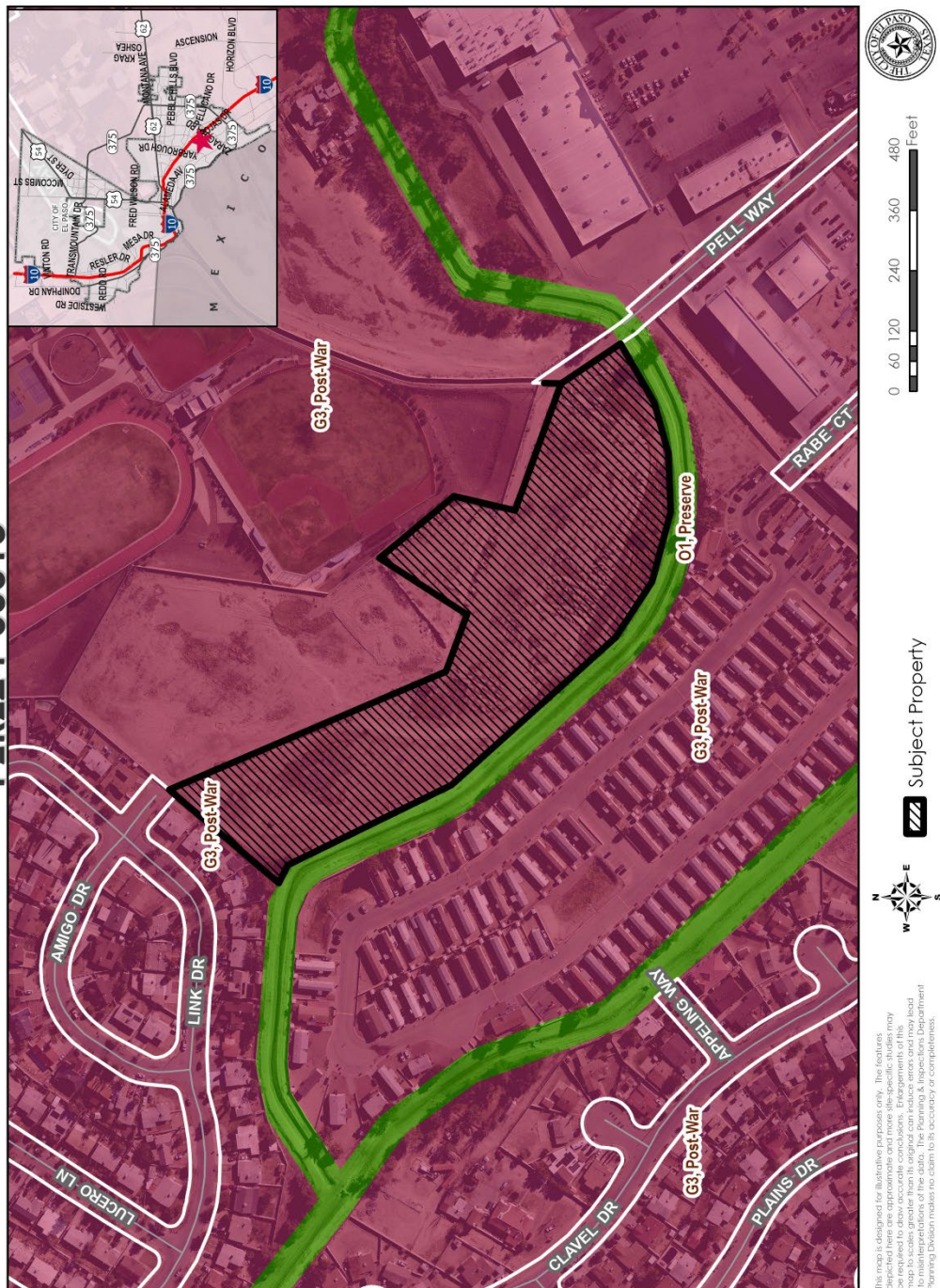
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval 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:

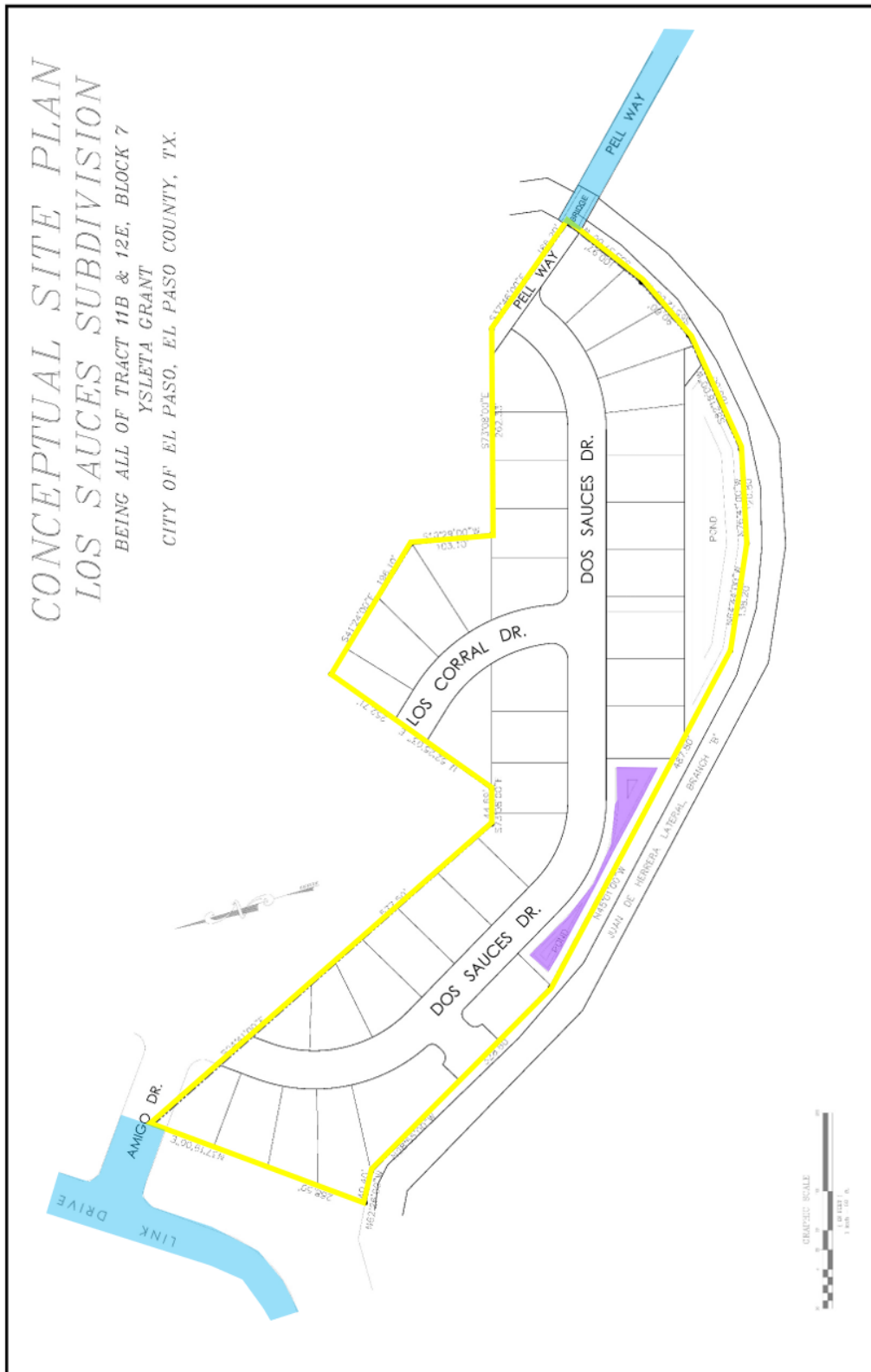
1. Future Land Use Map
2. Generalized Plot Plan
3. Department Comments
4. Neighborhood Notification Boundary Map

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

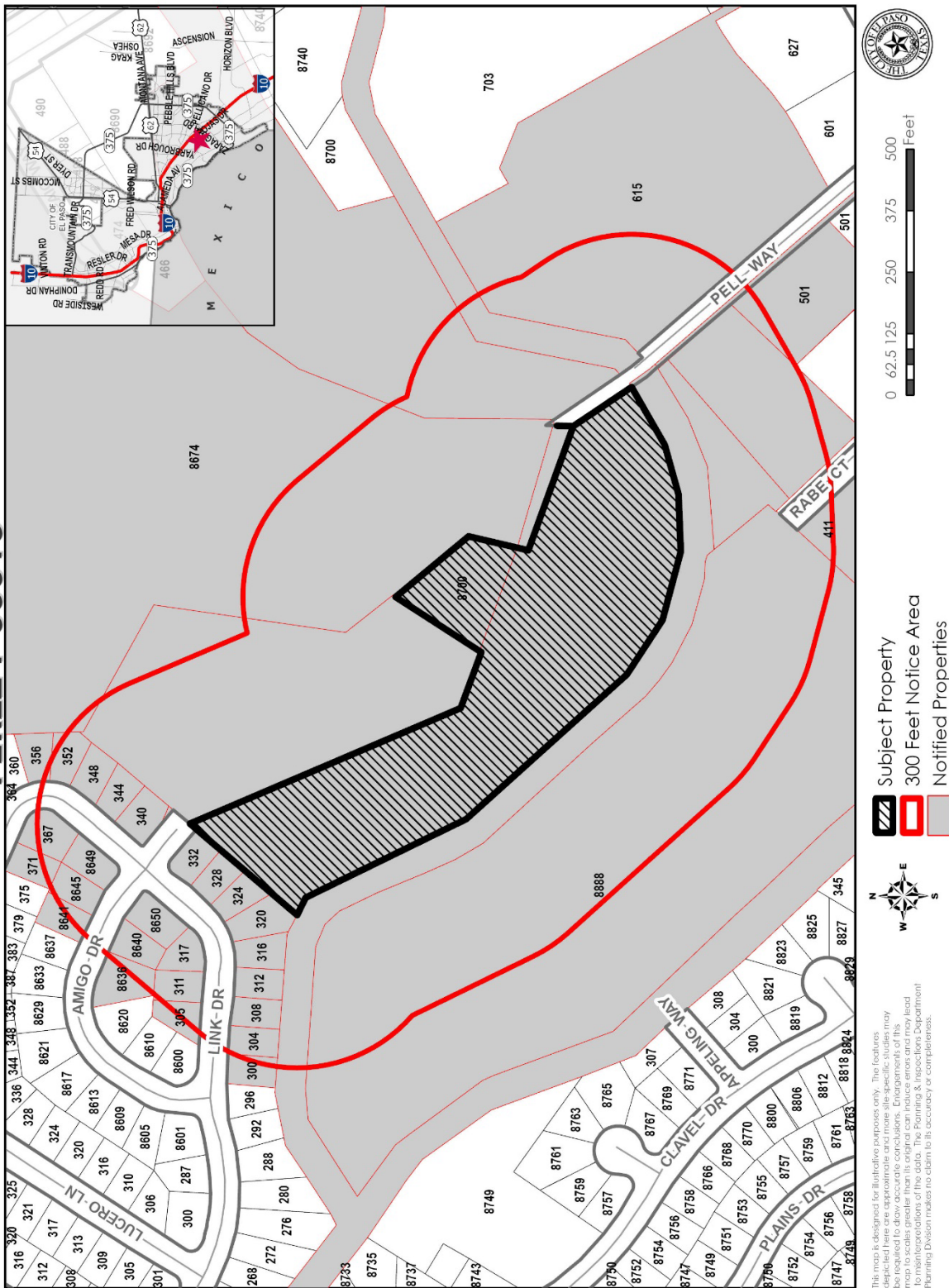
No comments received.

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



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.**

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- "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.
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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.



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OR



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

Signature: _____

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"

A portion of Tract 5-A-1,
Ysleta Grant, Block 7,
(Proposed Lot 2, Block 1, North Goza Sub.)
City of El Paso, El Paso County, Texas

April 02, 2025

METES AND BOUNDS DESCRIPTION

8696 North Loop Drive
Parcel 1
Proposed Zone C-1
Exhibit "B"

FIELD NOTE DESCRIPTION of a portion of Tract 5-A-1, Ysleta Grant, Block 7, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found ½ inch rebar for corner at the common boundary corner of Tracts 3-A-1 and 3-A-3, Ysleta Grant, Block 7, same being the westerly right-of-way line of North Loop Drive (R.O.W. varies); **THENCE**, leaving said westerly right-of-way line along said common boundary line of Tracts 3-A-1, and 3-A-3, South 62°12'00" West, a distance of 318.69 feet to a found 5/8 inch rebar for corner; **THENCE**, along the common boundary line of Tracts 3-A-3 and 5-C, South 53°39'00" West, a distance of 132.39 feet to a found ½ inch rebar for corner, same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, continuing along said common boundary line of Tracts 5-A-1, 5-B and 5-C, South 36°21'00" East, a distance of 8.00 feet to a found 5/8 inch rebar for corner;

THENCE, along the common boundary line of Tracts 5-A-1 and 5-B, South 53°39'00" West, a distance of 130.90 feet to a found 5/8 rebar for corner;

THENCE, continuing along said common boundary line, South 21°46'00" East, a distance of 114.56 feet to a found ½ inch rebar for corner at the common boundary corner of Tracts 5-A-1 and 5-B and the Juan de Herrera Lateral;

THENCE, along the common boundary line of Tracts 5-A-1 and the Juan de Herrera Lateral, South 55°47'00" West, a distance of 341.70 feet to a point for corner;

THENCE, continuing along said common boundary line, South 08°56'00" West, a distance of 286.80 feet to a found old rod for corner;

THENCE, South 44°50'00" West, a distance of 15.93 feet to a found iron rod for corner at the common boundary corner of Tracts 5-A-1, Pell Road and the Juan de Herrera Lateral;

THENCE, along the common boundary line of Tracts 5-A-1 and Pell Road, North 37°46'00" West, a distance of 165.21 feet to a found ½ inch rebar for corner at the common boundary corner of Tracts 5-A-1 and 12-E and Lot 1, Block 1, Mission Valley Elementary School and Pell Road;

THENCE, along the common boundary line of Tract 5-A-1 and Lot 1, North 02°37'00" West, a distance of 263.80 feet to a found ½ inch rebar for corner;

THENCE, continuing along said common boundary line of Tract 5-A-1 and Lot 1, North 18°15'00" East, a distance of 275.10 feet to a found ½ inch rebar for corner;

THENCE, North 32°09'00" East, a distance of 127.00 feet to a found ½ inch rebar for corner;

THENCE, North 47°54'00" East, a distance of 136.56 feet to a found 1 inch rebar for corner;

THENCE, North 56°51'00" East, a distance of 100.39 feet to a point for corner;

THENCE, leaving said common boundary line, South 36°18'55" East, a distance of 288.14 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 217,043.45 square feet or 4.9826 acres of land more or less.

Carlos M. Jimenez
R.P.L.S. # 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
(915) 633-6422
I:\M&B\2025\25-0588_8696 N. Loop (2)



EXHIBIT "A"

A portion of Tracts 3-A-3 and 5-A-1,
Ysleta Grant, Block 7,
(Proposed Lot 1, Block 1, North Goza Sub.)
City of El Paso, El Paso County, Texas

April 02, 2025

METES AND BOUNDS DESCRIPTION

8696 North Loop Drive
Parcel 2
Proposed Zone C-2
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Tracts 3-A-3 and 5-A-1, Ysleta Grant, Block 7, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found ½ inch rebar for corner at the common boundary corner of Tracts 3-A-1 and 3-A-3, Ysleta Grant, Block 7, same being the westerly right-of-way line of North Loop Drive (R.O.W. varies) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line along said common boundary line of Tracts 3-A-1 and 3-A-3, South 62°12'00" West, a distance of 318.69 feet to a found 5/8 inch rebar for corner;

THENCE, along the common boundary line of Tracts 3-A-3 and 5-c, South 53°39'00" West, a distance of 132.39 feet to a found ½ inch rebar for corner;

THENCE, leaving said common boundary line, North 36°18'55" West, a distance of 288.14 feet to a point for corner along the common boundary line of Tracts 4-C-1 and 5-A-1;

THENCE, along the common boundary line of Tracts 4-C-1 and 5-A-1, North 56°51'00" East, a distance of 35.77 feet to a point for corner at the common boundary corner of Tracts 4-C, 4-C-1 and 5-A-1;

THENCE, along the common boundary line Tracts 4-C and 5-A-1, North 71°12'00" East, a distance of 166.60 feet to a found ½ inch rebar for corner;

THENCE, continuing along said common boundary line, North 83°57'00" East, a distance of 96.00 feet to a found ½ inch rebar for corner at the common boundary corner of Tracts 4-C, 5-A and 5-A-1;

THENCE, South 33°22'41" East, a distance of 117.74 feet to a found ½ inch rebar for corner at the common boundary corner of Tracts 3-A and 3-A-3;

THENCE, North 54°31'00" East, a distance of 177.78 feet to a ½ inch rebar for corner at the common boundary corner of Tracts 3-A and 3-A-3, same being the westerly right-of-way line of North Loop Drive;

THENCE, along the westerly right-of-way line of North Loop Drive, South 35°29'00" East, a distance of 114.60 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 88,138.12 square feet or 2.0233 acres of land more or less.

Carlos M. Jimenez
R.P.L.S. # 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
(915) 633-6422
I:\M&B\2025\25-0588_8696 N. Loop (1)



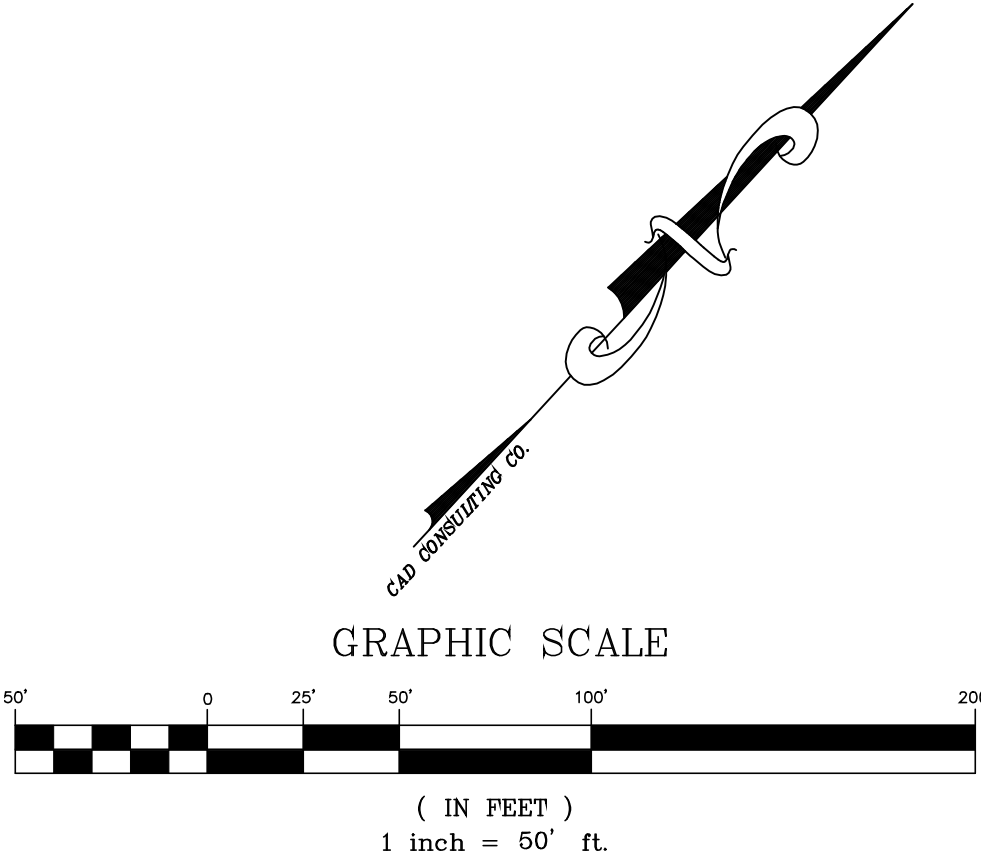
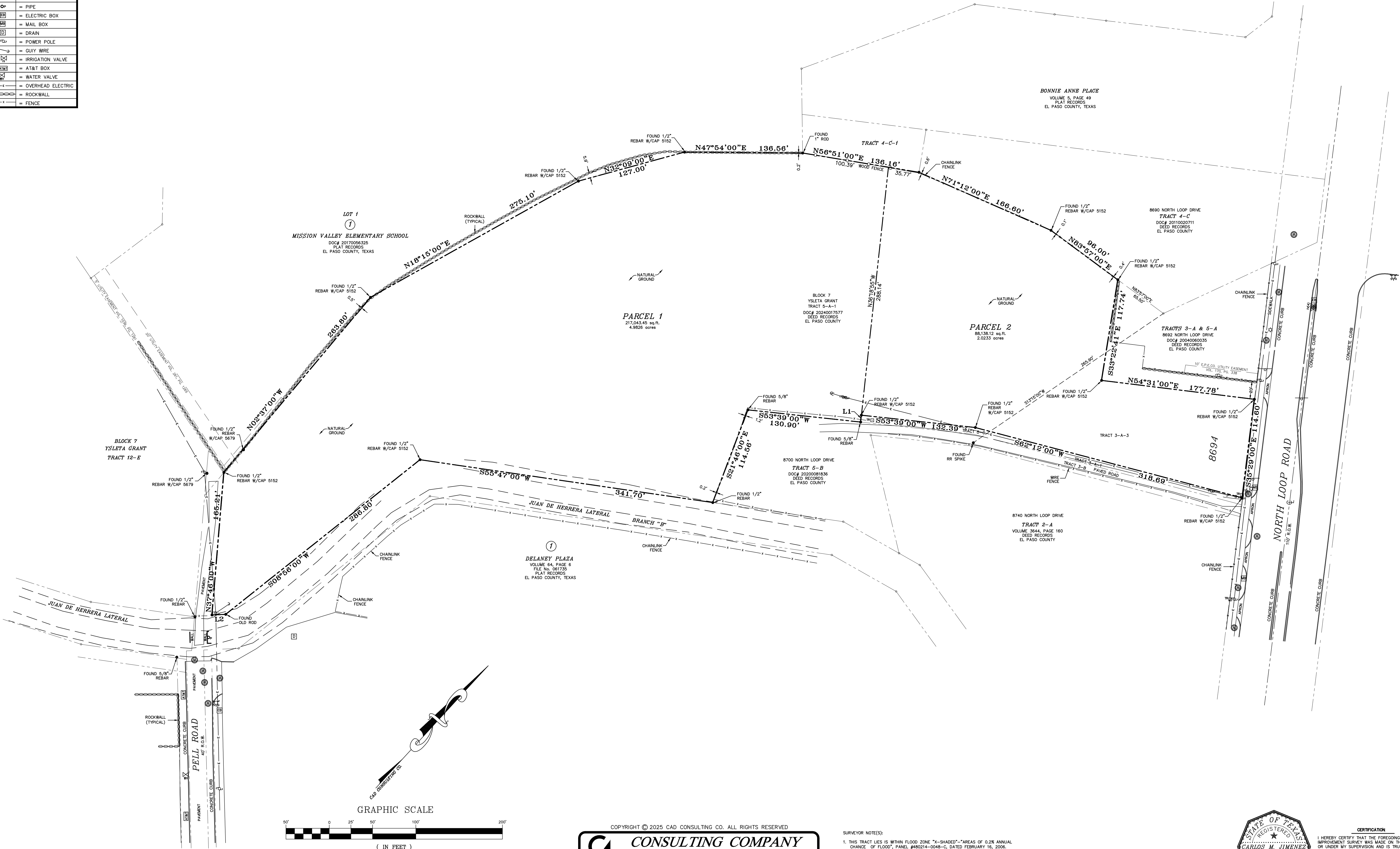
LEGEND	
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⊕	= MANHOLE
⊕	= FIRE HYDRANT
⊕	= SIGN
⊕	= TEL. RISER
⊕	= PIPE
⊕	= ELECTRIC BOX
⊕	= MAIL BOX
⊕	= DRAIN
⊕	= POWER POLE
⊕	= GUY WIRE
⊕	= IRRIGATION VALVE
⊕	= AT&T BOX
⊕	= WATER VALVE
⊕	= OVERHEAD ELECTRIC
⊕	= ROCKWALL
⊕	= FENCE

LINE TABLE		
LINE	LENGTH	BEARING
L1	8.00	S36°21'00"E
L2	15.93	S44°50'00"W

EXHIBIT "A"

BOUNDARY SURVEY

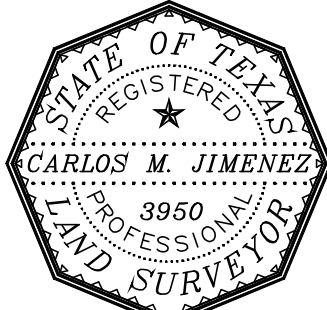
TRACTS 3-A-3, TRACT 5-A-1, BLOCK 7, YSLETA GRANT
CITY OF EL PASO, EL PASO COUNTY, TX.
CONTAINING:
305,181.58 SQ. FT. OR 7.0060 ACRES ±



CAD CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

SURVEYOR NOTE(S):

- THIS TRACT LIES IN WITHIN FLOOD ZONE "X-SHADED"-"AREAS OF 0.2% ANNUAL CHANCE OF FLOOD", PANEL #480214-0048-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.S. No. 3950
FIRM# 10098300

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.*

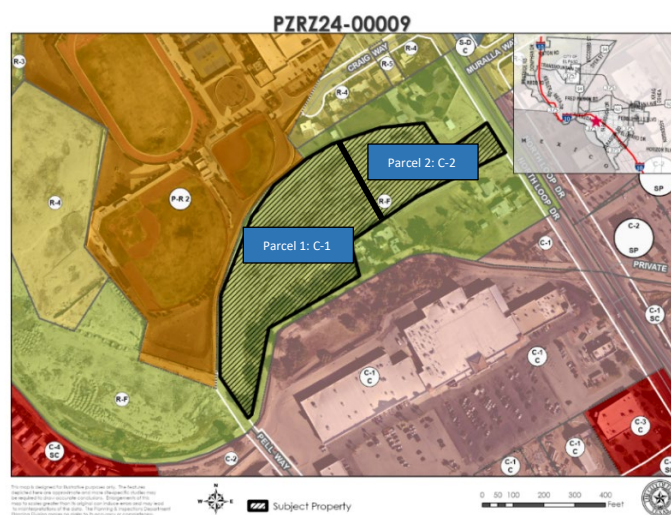


Figure A. Subject Property & Immediate Surroundings

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:

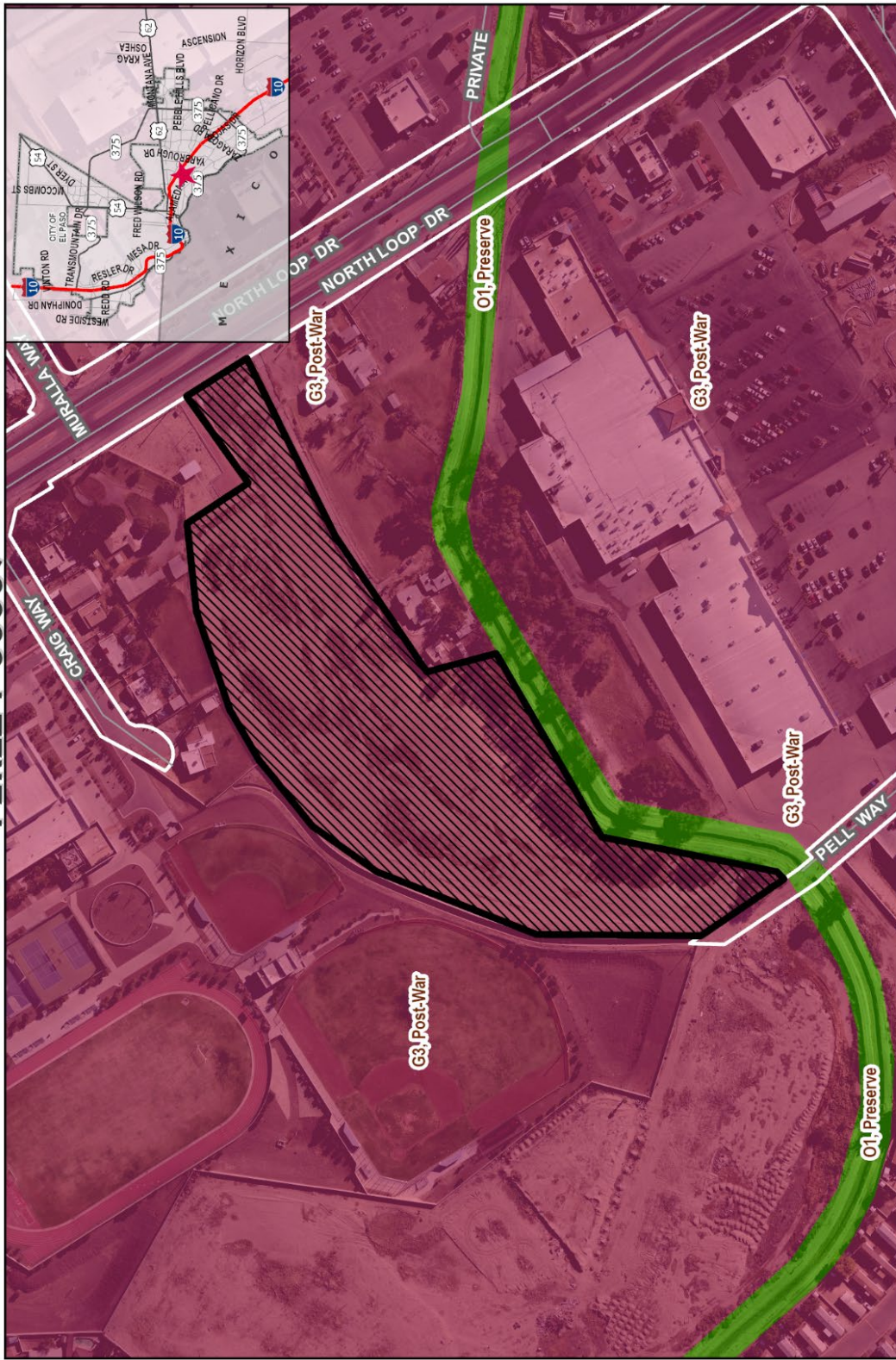
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval 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



Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Engagements of this map to scales greater than 1:10,000 can induce error and may lead to incorrect conclusions. The City of El Paso Planning Division makes no claim to its accuracy or completeness.

CONCEPTUAL SITE PLAN
TRACTS 3-A-3 AND 5-A-1, BLOCK 7, TRILETA GRANT
CITY OF EL PASO, EL PASO COUNTY, TX
 CONTAINING:
 395,481.58 SQ. FT. OR 7.0660 ACRES ±

PROPOSED LOTS

LOT #	PROPOSED LOT #	PROPOSED LOT #
1	1	1
2	2	2
3	3	3
4	4	4
5	5	5
6	6	6
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KEYED NOTES

1. ALL LOTS ARE TO BE SUBDIVIDED INTO 1/4 ACRES.
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24. ALL LOTS ARE TO BE SUBDIVIDED INTO 1/4 ACRES.
25. ALL LOTS ARE TO BE SUBDIVIDED INTO 1/4 ACRES.
26. ALL LOTS ARE TO BE SUBDIVIDED INTO 1/4 ACRES.

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

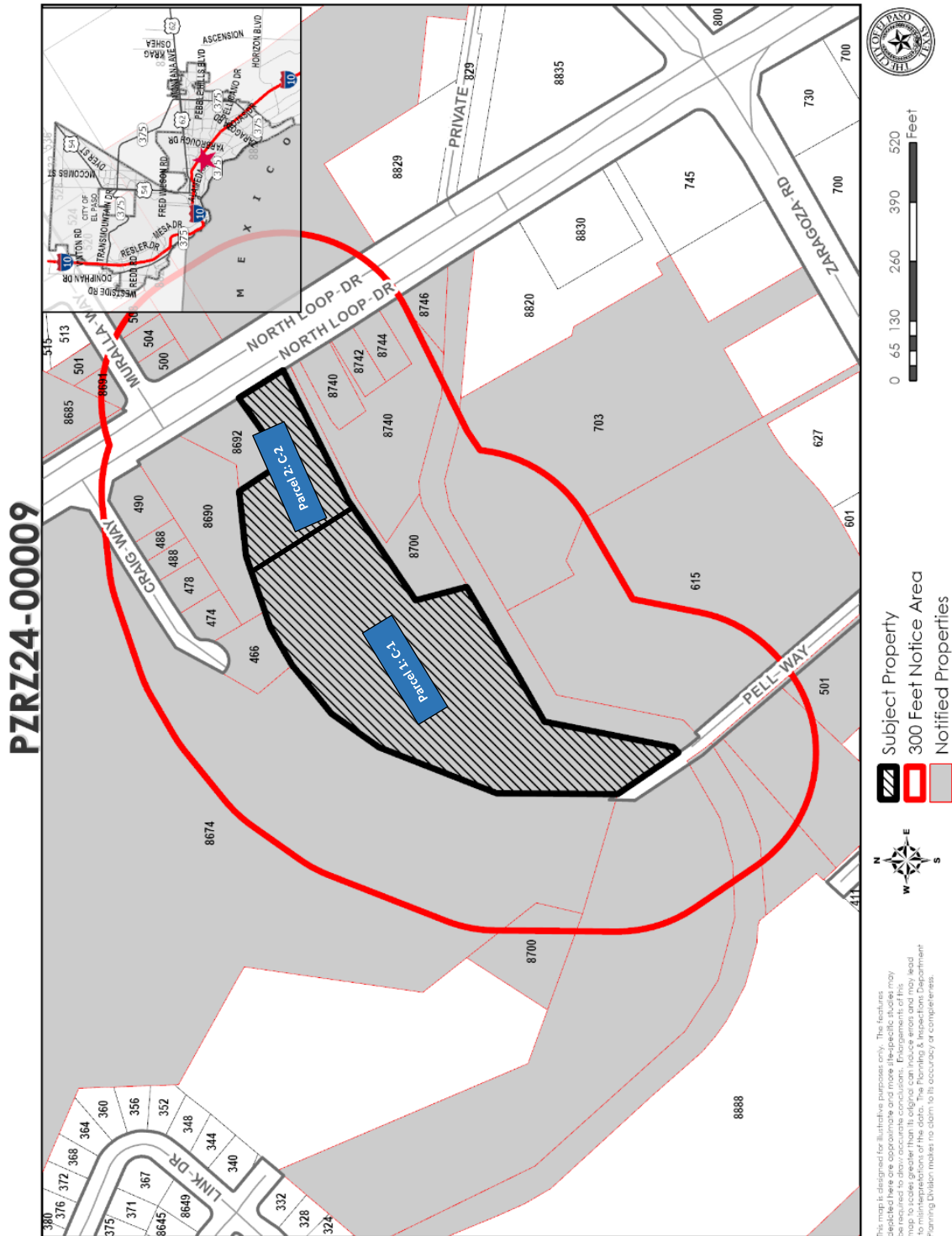
No comments received.

El Paso Electric

Please note the existing facilities within the parcel under consideration for the improvements.



ATTACHMENT 4



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



Legislation Text

File #: 25-494, Version: 3

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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.

An Ordinance granting a non-exclusive franchise to Rio Grande Waste Services, Inc. to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso City Code.

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



DEPARTMENT: Environmental Services Department

AGENDA DATE: 4/29/25

PUBLIC HEARING DATE: 5/13/25

CONTACT PERSON NAME: Nicholas Ybarra

PHONE NUMBER: 915-212-6000

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

An ordinance granting a non-exclusive franchise to Rio Grande Waste Services, Inc. to operate and maintain a solid waste collection and hauler service within the City of El Paso subject to the franchise terms and conditions; the penalty as provided in section 9.04.630 of the El Paso City code.

BACKGROUND / DISCUSSION:

Multiple franchises hold hauler permits to transport solid waste on the City's rights-of-way as part of a business. This agreement allows franchise-holders to haul waste from businesses and residences not served by the Environmental Services Department, such as dumpsters at apartment complexes.

COMMUNITY AND STAKEHOLDER OUTREACH:

No outreach performed

PRIOR COUNCIL ACTION:

Other franchise holders had their agreements and ordinances approved in 2022 with the same initial expiration date.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD:

Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E.
Date: 2025.04.14 10:55:58 -06'00'

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

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE
TO RIO GRANDE WASTE SERVICES, INC. TO
OPERATE AND MAINTAIN A SOLID WASTE COLLECTION
AND HAULER SERVICE WITHIN THE CITY OF EL PASO
SUBJECT TO THE FRANCHISE TERMS AND CONDITIONS;
THE PENALTY AS PROVIDED IN SECTION 9.04.630 OF THE
EL PASO CITY CODE**

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by ordinance passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the State of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, the attached franchise agreement is a valid exercise of the City's broad police powers and based upon the City's statutory regulatory authority, including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City of El Paso requires in City Code Section 9.04, that all haulers of municipal solid waste are required to enter into a franchise agreement with the City; and

WHEREAS, RIO GRANDE WASTE SERVICES, INC. is engaged in the business of collection and transportation of solid waste within the City and has requested a franchise to use the City's rights-of-way; and,

WHEREAS, RIO GRANDE WASTE SERVICES, INC. has agreed to the terms of the Solid Waste Franchise Agreement with the City of El Paso, granting RIO GRANDE WASTE SERVICES, INC. a non-exclusive franchise to operate and maintain a solid waste collection service using the City's rights-of-way; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Ordinance are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

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

1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.
2. The City Manager is authorized to sign a non-exclusive Solid Waste Franchise Agreement by and between the City of El Paso and RIO GRANDE WASTE SERVICES, INC. for the franchisee to operate

and maintain a Solid Waste Collection Service, in, over, along and across the Public Rights-of-Way in the Authorized Area, to end on December 31, 2026, as set forth and defined in the document labeled Exhibit "A", attached and incorporated by reference for all purposes.

3. All ordinances or parts of ordinances in force when the provisions of this ordinance become effective that are inconsistent or in conflict with the terms and provisions contained in this ordinance are hereby repealed only to the extent of any such conflict.

4. The City Manager or authorized agent is authorized to extend this agreement for an additional five years at the end of the date of the contract.

5. This ordinance shall take effect on _____

PASSED AND APPROVED this ____ day of ____, 2025.

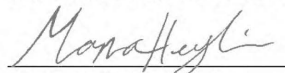
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acceptance and Acknowledgment follow on next page)

ACCEPTANCE AND ACKNOWLEDGMENT

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 14th day of April, 2025.

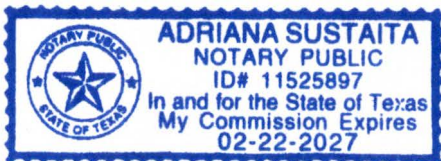
RIO GRANDE WASTE SERVICES, INC.

[Signature]
By: Michael O'Connor, Vice-President
Its: Owner

ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 14th day of April, 2025, by owner of RIO GRANDE WASTE SERVICES, INC.



[Signature]
Notary Public, State of Texas
Notary's Printed or Typed Name:
Adriana Sustaita

My Commission Expires:

02-22-2027

EXHIBIT “A”

**SOLID WASTE
FRANCHISE AGREEMENT**

BY AND BETWEEN

CITY OF EL PASO, TEXAS

AND

RIO GRANDE WASTE SERVICES, INC.

EFFECTIVE DATE: _____, 2025

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SECTION IX.	Default
SECTION X.	Remedies
SECTION XI.	Recordkeeping and audit
SECTION XII.	Miscellaneous

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SOLID WASTE FRANCHISE AGREEMENT

THIS Solid Waste Franchise Agreement (“Agreement”) is entered into this ____ day of _____, 2025, by and between the CITY OF EL PASO, a Texas home rule municipality, hereinafter referred to as the "CITY", and RIO GRANDE WASTE SERVICES, INC. hereinafter referred to as “Franchisee”.

RECITALS

WHEREAS, pursuant to Section 3.18 of the El Paso City Charter the right of control, ownership and use of streets and alleys is declared to be inalienable except as provided by Agreement passed by the Council; and,

WHEREAS, the City of El Paso is authorized by Section 7.13 of the El Paso City Charter to levy and collect franchise fees in accordance with the laws of the state of Texas; and,

WHEREAS, in addition to the authority granted by the City Charter, this franchise agreement is a valid exercise of the City’s broad police powers and based upon the City’s statutory regulatory authority, including but not limited to including but not limited to, Texas Local Government Code Chapters 51 and 52, and the Texas Health and Safety Code Chapter 363; and,

WHEREAS, the City desires to exercise the authority provided to it by ordinance, charter and state law to grant a franchise for the collection, transportation, hauling and disposal of Solid Waste as further defined herein, within the corporate limits of the City and under the terms of this Agreement as set out below; and,

WHEREAS, Franchisee desires to obtain a franchise to provide for the collection, transportation, hauling and disposal of Solid Waste from the City of El Paso, and agrees to comply with the terms and conditions of this Agreement; and,

WHEREAS, the City Council of the City of El Paso is of the opinion that the granting of the franchise on the terms and conditions set forth in this Agreement are in furtherance of the public interest, for the good government, peace, order, trade and commerce of the City and necessary and proper for carrying out the power granted by law to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

WITNESSETH:

SECTION I. PREAMBLE

That the declarations contained in the preamble to this Agreement are material and incorporated herein as a part of this Agreement as though they were fully set forth in this Agreement in their entirety.

SECTION II. DEFINITIONS

For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given in this Agreement. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number; words in the singular number include the plural number; and the use of any gender shall be applicable to all genders whenever the tense requires. The word “shall” is mandatory and not merely directory. The word “may” is not mandatory and is merely permissive. The word “day” means a calendar day and not a business day. Words defined elsewhere in this Agreement shall be accorded that meaning throughout this Agreement. Words not defined shall be given their common and ordinary meaning.

- a. **Affiliate** and **Affiliated** means any entity controlling, controlled by or under common control with the Franchisee.
- b. **Agreement** shall mean this document.
- c. **Authorized Area** means the entire area within the corporate limits of the City of El Paso, including any territory annexed into the City limits after the Effective Date of this Agreement.
- d. **City** means the City of El Paso, a home rule municipal corporation, a political subdivision of the State of Texas.
- e. **City Charter** means the City’s organic law, equivalent to a constitution, which defines the City’s existence and prescribes the powers, duties, and organization of the City’s governmental structure.
- f. **City Code** shall mean the ordinances of the City codified into the EL PASO CITY CODE, as amended from time to time.
- g. **City Manager** shall mean the City Manager or the City Manager’s designated representative.
- h. **Container** shall mean any receptacle for waste as defined by Title 9.04 to include Dumpsters, Containers, Carts, Roll-Offs and Compactors.

i. **Control** (and its variants) shall mean actual working control, by whatever means exercised. Without limiting the generality of the foregoing, for the purposes hereof, a change in control shall be deemed to have occurred at any point in time when there is: (i) a change in working or effective voting control, in whatever manner effectuated, of the Franchisee; (ii) an agreement of the holders of voting stock or rights of the Franchisee which effectively vests or assigns policy decision-making in any person or entity other than the Franchisee; (iii) a sale, assignment or transfer of any shares or interest in the Franchisee which results in a change in the Control of the Franchisee.

j. **Council** shall mean the governing body of the City of El Paso. This section does not authorize delegation of any decision or function that is required by the City Charter or State law to be made by the Council. Unless otherwise stated in this Agreement or prohibited by the City Charter or State law, the Council may delegate to the City Manager or the Director the exercise of any and all of the powers conferred upon the City by its Charter or by general law relating to the administration and enforcement of this Agreement and to the Franchisee's exercise of the rights and privileges conferred in this Agreement.

k. **Director** means the Director of the Environmental Services Department of the City, or any successor department, or any Director as designated by the City Manager, or the Director's designated representative.

l. **Effective Date** means _____, 2025.

m. **Franchise** means the grant of the non-exclusive permission and privilege to use Public Rights-of-Way under this Agreement, and all of the incidental rights and obligations as described by this Agreement.

n. **Franchisee** shall mean RIO GRANDE WASTE SERVICES, INC. hereinafter referred to as "Franchisee", the grantee of rights under this Agreement; or the successor, transferee, or assignee of this Agreement, including the officers, employees, agents, contractors, and subcontractors.

o. **Junk Removal Service** shall mean the collection and transportation of solid waste generated from a Property Clean-up Event by a Self-Transporter or Permitted Hauler, as defined within Chapter 9.04 of the El Paso City Code, when the waste is placed directly into a vehicle or trailer attached to a vehicle, or when a container placed at a property is removed within seven days.

p. **Property Clean-up Event** shall mean the removal of Solid Waste from the interior of a building or premises of a property for the purpose of abating a nuisance, resolving a violation of the El Paso City Code, or removing unsanitary or unsightly debris or waste, when the duration of the event does not exceed seven days.

q. **Public Rights-of-Way** shall mean all dedicated rights-of-way, streets, highways, and alleys for use by the general public and easements dedicated and accepted by the City as a public right-of-way. "Public Rights-of-Way" shall not include property of the City which is not a

dedicated public way, street, highway, or alley or available for use by the general public or easements not dedicated or accepted by the City as a public right-of-way.

r. **Solid Waste Collection Service** shall mean the collection and transportation of Solid Waste as that term is defined herein within the Authorized Area, from a dumpster, roll-off container, or other container larger than two cubic yards in volume, or from a container less than two cubic yards in volume when providing service to more than four customers, for processing or disposal at an Authorized Municipal Solid Waste Facility as defined in Chapter 9.04 of the El Paso City Code or as may be subsequently amended from time to time.

s. **Solid Waste** shall mean that term as defined in Title 30 of the Texas Administrative Code § 330.3, or as may subsequently be amended from time to time, excluding Excluded Waste as defined in section 9.04.020 of the City Code, as may subsequently be amended from time to time. Solid Waste does not include any municipal solid waste and program recyclable materials generated at residential properties in which the City is the exclusive hauler as set forth in chapter 9.04 (Solid Waste Management) of the City Code.

SECTION III. GRANTING OF FRANCHISE

Subject to all the terms and conditions contained in this Agreement, the Constitution of the United States of America or of the State of Texas, the City Charter, the City Code, other City ordinances as from time to time may be in effect, and applicable federal or state law, the City hereby grants the Franchisee non-exclusive permission and privilege solely for the purpose of operating and maintaining a Solid Waste Collection Service in, over, along and across the Public Rights-of-Way in the Authorized Area. This grant is subject to the following additional conditions:

a. **Non-Exclusive.**

Nothing herein contained shall be construed as granting an exclusive use or right to the Franchisee to the Public Rights-of-Way, and the City may grant an additional franchise, lease or special privilege to any other applicant in its discretion for the same Public Rights-of-Way described herein. The Franchisee accepts the grant set forth above and agrees to operate and maintain the Solid Waste Collection Service in the Authorized Area in accordance with the terms and provisions of this Agreement.

b. **Authorized Municipal Solid Waste Facility.**

Franchisee shall deposit all Solid Waste only at an Authorized Municipal Solid Waste Facility in accordance with the City Code, as may be amended from time to time.

c. **Other Services.**

By granting this Agreement, the City is not authorizing any non-Solid Waste Collection Service to be provided and does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered by Franchisee which are not Solid Waste Collection Services. The Franchisee shall immediately notify the City if it provides any non-Solid Waste Collection Services within the Authorized Area.

d. No Priority.

This Agreement does not establish any priority for the use of the Public Rights-of-Way by the Franchisee or by any present or future recipients of franchise agreements, franchisees, permit holders, or other users of the Public Rights-of-Way. The Franchisee shall respect the rights and property of the City and other authorized users of the Public Rights-of-Way. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to City, the third priority to the State of Texas and its political subdivisions in the performance of their various functions, and thereafter, as between recipients of franchise agreements, franchisees and other state or local permit holders, as determined by the City Manager in the exercise of the City's powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

e. City's Use of Public Rights-of-Way.

The Franchisee acknowledges that by this Agreement it obtains no rights to use or further use of the Public Rights-of-Way other than those expressly granted in this Agreement. The City reserves the right to use the surface or subsurface or airspace above the Public Rights-of-Way covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said Public Rights-of-Way. Further the City expressly reserves the right to install, repair, or reconstruct the Public Rights-of-Way used or occupied by Franchisee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, including but not limited to, drainage and utility facilities and structures.

The Franchisee acknowledges and accepts at its own risk, that the City may make use in the future of the Public Rights-of-Way as described above or as otherwise permitted by law, in which the Solid Waste Collection Service is located in a manner inconsistent with the Franchisee's use of such Public Rights-of-Way for the Solid Waste Collection Service, and in that event the Franchisee shall not be entitled to compensation or further remedy from the City unless compensation is available to all users of the Public Rights-of-Way which are affected in a similar manner.

f. Emergencies.

The City may temporarily suspend the operation of the Solid Waste Collection Service of Franchisee or close or otherwise restrict the use of Public Rights-of-Way in the event of a public emergency or calamity as determined in the City's sole discretion. In such event neither the City nor any agent, contractor, or employee of the City shall be liable to the Franchisee or its customers or third parties for any damages caused them or the Solid Waste Collection System. Where possible, prior notice shall be given to the Franchisee.

g. Compliance with Law and Standards of Operation.

The parties shall be subject to and comply with the Constitutions of the United States of America and the State of Texas, all applicable local, state, and federal laws, including the rules and regulations of any and all agencies thereof, whether presently in force or whether enacted or adopted at any time in the future.

h. Other Approvals and Authorizations.

This Agreement does not relieve the Franchisee of, and the Franchisee shall comply with, any obligation to obtain permits, licenses and other approvals from the City or other units of government, which are required for the operation and maintenance of the Solid Waste Collection Service.

i. City's Right of Eminent Domain Reserved.

Nothing in this Agreement shall limit any right the City may have to acquire by eminent domain any property of the Franchisee.

j. Taxes, Fees and Other Assessments.

Nothing in this Agreement shall be construed to limit the authority of the City to impose a tax, fee, or other assessment of any kind on any person, entity or individual. The Franchisee shall pay all fees necessary to obtain and maintain all applicable federal, state, and local licenses, permits, and authorizations required for the construction, installation, upgrading, maintenance, or operation of its Solid Waste Collection Service.

SECTION IV. SERVICE REQUIREMENTS

a. It is expressly understood and agreed that the Franchisee may collect and deliver for disposal all Solid Waste accumulated on premises within the Authorized Area where the individuals or companies contract with the Franchisee for those services, expressly excluding services for which the City is the exclusive hauler as defined in Chapter 9.04 of the City Code. The Franchisee shall, at its own expense, furnish personnel and equipment to collect Solid Waste and shall establish and maintain the contracted Solid Waste Collection Service in an efficient and businesslike manner, maintain a valid, current Hauler Permit issued by the City of El Paso, and shall comply with all requirements of the City Code, including but not limited to Chapter 9.04 of the City Code.

b. The Franchisee expressly agrees to assume liability and responsibility for all costs of repair to the Public Rights-of-Way and other facilities that are damaged as a result of the negligence, willful misconduct, or intentional acts of the Franchisee during the Franchisee's operations pursuant to this Agreement.

c. The Franchisee will comply with all rules, regulations, laws and agreements pertaining to the disposal of Solid Waste as directed by responsible governmental agencies having jurisdiction.

d. Waste Containers

1. Graffiti.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the Container, as defined in Chapter 9.04 of the City Code or as amended from time to time, free from graffiti. Franchisee's Containers may display the name, address and/or phone number of

the Franchisee, identification numbering or lettering assigned by the Franchisee, and any warnings, notices or instructions posted by Franchisee. If Franchisee's customers do not remove graffiti from the Franchisee's Containers, then Franchisee shall remove the graffiti and may bill its customer for the cost or replace the Container at the customer's expense.

If, after five days notice from the Director, the Franchisee or its customer has not removed the graffiti or replaced the Containers, then the City may cover or remove the graffiti or the Container.

2. Over-Capacity.

Franchisee shall require in all contracts (entered into after the Effective Date) with each of its customers of their Solid Waste Collection Services to maintain the area around the Container clean and free of rubbish, litter, Solid Waste, garbage, recyclables, or other unsightly material, regardless of the cause of the placement of the rubbish, litter, Solid Waste, garbage or recyclables around the Container. Franchisee shall monitor its customer's use of their Containers and ensure that the customer is not overfilling the Container beyond the acceptable capacity of the Container.

If the City observes that the lid of a Container is not securely closed as a result of overfilling the Container, or rubbish, Solid Waste, garbage, recyclables or unsightly material of any kind has accumulated or is being stored outside the Container, or is visible above the top level of the Container, then the City may: (1) notify the Franchisee or the customer of the violation and require immediate removal of the rubbish, Solid Waste, garbage, recyclables or unsightly materials; or (2) may remove the rubbish, Solid Waste, garbage, recyclables or unsightly materials and bill the Franchisee for its actual expense in cleaning the site around the Container.

If the City observes and records three or more instances of a violation of this section or violations of the City's ordinances by the Franchisee's customer, then it shall notify the Franchisee and the Franchisee shall require the customer to contract for additional Solid Waste services, additional Containers or a larger Container sufficient to satisfy its Solid Waste and recyclables needs, or take other steps to ensure compliance with the City's ordinances. Compliance with the provisions of this section by a Franchisee customer shall not waive the City's right to seek all remedies available under the law or this Agreement whether against the Franchisee or the Franchisee's customer.

3. Franchisee shall affix a label to each Container supplied to its customers that reads "NO SCAVENGING/KEEP LIDS CLOSED." For roll-off Containers which are not equipped with lids, only "NO SCAVENGING" shall be required on the label. Label may be in the form of a decal or paint; letters shall be capitalized and either black or white in color, whichever more contrasts the paint color of the Container. The label may consist of either one or two lines, and should be clearly visible from a distance of 20 feet.

SECTION V. INDEMNITY AND INSURANCE

a. INDEMNIFICATION OF CITY.

1. THE FRANCHISEE SHALL, AT ITS SOLE COST AND EXPENSE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND ITS RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, ATTORNEYS, CONTRACTORS AND SUBCONTRACTORS (HEREINAFTER REFERRED TO COLLECTIVELY AS “INDEMNITEES”), FROM AND AGAINST:

(A) ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, OR FOR HARM SUFFERED OR ALLEGED TO HAVE BEEN SUFFERED BY ANY PERSON OR PERSONS (INCLUDING THIRD PARTIES, WHETHER INDIVIDUALS OR ENTITIES), THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) FRANCHISEE'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS FRANCHISE AGREEMENT, (ii) BY ANY ACT OR OMISSION CONSTITUTING NEGLIGENCE, GROSS NEGLIGENCE OR OTHER FAULT OF FRANCHISEE, ITS OFFICERS, DIRECTORS, PARTNERS, OWNERS OR OTHER PRINCIPALS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS, OR FOR WHICH THE FRANCHISEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, OR SUBCONTRACTORS (ALL COLLECTIVELY “FRANCHISEE PERSONS”), OR (iii) FOR WHICH THE FRANCHISEE OR FRANCHISEE PERSONS MAY BE STRICTLY LIABLE, IN THE OPERATION OR MAINTENANCE OF THE SOLID WASTE COLLECTION SERVICE, OR IN THE DISPOSAL, HANDLING, OR TRANSFER OF ANY SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE; AND

(B) ANY AND ALL LIABILITY, OBLIGATION, DAMAGES, FINES, FEES, PENALTIES OR OTHER ASSESSMENTS, CLAIMS, SUITS, JUDGMENTS, ACTIONS, LIENS, AND LOSSES THAT MAY BE IMPOSED UPON, ASSERTED AGAINST, OR INCURRED OR SUFFERED BY ANY INDEMNITEES ARISING FROM OR RELATED TO ANY VIOLATION BY FRANCHISEE OR ANY FRANCHISEE PERSON OF ANY LOCAL, STATE OR FEDERAL LAW OR REGULATION GOVERNING THE SOLID WASTE COLLECTION SERVICE, OR RELATED TO THE COLLECTION, DISPOSAL, TRANSFER, OR HANDLING BY THE FRANCHISEE OR ANY FRANCHISEE PERSON, OF SOLID WASTE COLLECTED THROUGH THE SOLID WASTE COLLECTION SERVICE, REGARDLESS OF WHETHER OR NOT THE NEGLIGENCE, FAULT, OR OTHER

WRONGFUL CONDUCT OF THE INDEMNITEES CONTRIBUTED TO ANY VIOLATION, INCLUDING ANY AND ALL COSTS, ATTORNEY'S FEES, AND EXPENSES AWARDED IN SUCH JUDGMENT AGAINST THE CITY OR ANY OTHER INDEMNITEE RELATED TO ANY SUCH CLAIM.

2. FRANCHISEE'S OBLIGATION TO INDEMNIFY INCLUDES INDEMNIFICATION FOR ANY ATTORNEY'S FEES, COSTS OF COURT OR EXPENSES OF ANY THIRD PARTY ASSESSED AGAINST THE CITY OR ANY OTHER INDEMNITEE; AND ANY ATTORNEY'S FEES, COSTS AND EXPENSES OF DEFENSE OR SETTLEMENT OR ATTEMPTED SETTLEMENT (INCLUDING BUT NOT LIMITED TO INFORMAL SETTLEMENT DISCUSSIONS, MEDIATION, ARBITRATION, OR OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS) BY THE CITY OR ANY OTHER INDEMNITEES.

3. FRANCHISEE'S OBLIGATION TO DEFEND AND INDEMNIFY INDEMNITEES UNDER THIS SUBPARAGRAPH SHALL EXTEND TO ALL CLAIMS, LOSSES, AND OTHER MATTERS COVERED UNDER THIS SUBPARAGRAPH FOR WHICH ONE OR MORE INDEMNITEES MAY BE CONTRIBUTORILY LIABLE, PROVIDED, HOWEVER, THAT ANY INDEMNITY WILL BE REDUCED BY THE PROPORTIONATE AMOUNT WHICH THE INDEMNITEE CONTRIBUTED TO THE LIABILITY, AS PROVIDED UNDER TEXAS LAW; AND PROVIDED, FURTHER, THAT THIS APPLICATION OF PROPORTIONATE RESPONSIBILITY IS NOT A WAIVER OF ANY GOVERNMENTAL IMMUNITY FOR SUIT OR LIABILITY AVAILABLE TO CITY UNDER TEXAS LAW, AND FURTHER DOES NOT CONSTITUTE A WAIVER OF ANY OTHER DEFENSES AVAILABLE TO EITHER THE FRANCHISEE OR THE CITY UNDER TEXAS LAW.

4. FRANCHISEE'S OBLIGATION TO INDEMNIFY SHALL NOT APPLY TO ANY JUDGMENT OF LIABILITY AGAINST THE CITY RESULTING SOLELY FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY.

5. THIS SUBSECTION V.a. DOES NOT, AND SHALL NOT, BE CONSTRUED TO WAIVE ANY GOVERNMENTAL IMMUNITY FROM SUIT OR LIABILITY AVAILABLE TO THE CITY OR ANY INDEMNITEE UNDER TEXAS OR FEDERAL LAW, INCLUDING ANY INDIVIDUAL ABSOLUTE OR QUALIFIED IMMUNITY. THE PROVISIONS OF THIS SUBSECTION ARE SOLELY FOR THE BENEFIT OF THE CITY AND THE OTHER INDEMNITEES AND THE FRANCHISEE, AND ARE NOT INTENDED TO, AND SHALL NOT BE CONSTRUED TO, CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

b. FRANCHISEE'S ASSUMPTION OF RISK.

1. FRANCHISEE UNDERTAKES AND ASSUMES ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CONTROLLED PROPERTY, INCLUDING THE PUBLIC RIGHTS-OF-WAY.

2. FRANCHISEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND INDEMNITEES FROM AND AGAINST ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE INDEMNITEES FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE TO ANY PERSON ARISING OUT OF THE FRANCHISEE'S OPERATION, MAINTENANCE, OR CONDITION OF THE SOLID WASTE COLLECTION SERVICE OR THE FRANCHISEE'S FAILURE TO COMPLY WITH ANY FEDERAL, STATE OR LOCAL STATUTE, AGREEMENT OR REGULATION.

c. Survival. **THE INDEMNIFICATION OBLIGATIONS DESCRIBED IN THIS SECTION V. SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY ACTION, CLAIM, LAWSUIT OR OTHER PROCEEDING, OR JUDGMENT ARISING FROM EVENTS OCCURING DURING THE TERM OF THIS AGREEMENT.**

d. Defense of City and other Indemnitees.

In the event any action or proceeding shall be brought against any Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Franchisee shall, upon notice from any of the Indemnitees, and at the Franchisee's sole cost and expense (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses, and consultants), resist and defend the same with legal counsel selected by the Franchisee and consented to by the City, such consent not to be unreasonably withheld. The Franchisee shall not admit liability in any such matter on behalf of the Indemnitees without the City's and other Indemnitees' written consent. Further, the Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified herein without the prior written consent of the Franchisee.

e. Expenses of Defense; Participation by Indemnitees.

The Indemnitees shall give the Franchisee prompt notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section V. Nothing herein shall prevent the Indemnitees from participating in the defense of any litigation by their own counsel at their own expense. The Franchisee shall pay all expenses incurred by the Indemnitees in participating in their defense, provided that the participation has been requested or required by the Franchisee in conducting the defense of the action, suit, or other proceeding. These covered expenses include reasonable attorney's fees and expenses, out- of-pocket expenses reasonably and necessarily incurred, the reasonable value of any services rendered by the City's counsel and the actual expenses of the Indemnitees' agents, employees or expert witnesses, and disbursements and liabilities assumed or incurred by the Indemnitees in connection with such suits, actions or proceedings. Covered expenses shall not include attorney's fees for services that are unnecessarily duplicative of services provided the Indemnitees by the Franchisee.

f. Insurance Required.

Not later than the Effective Date, the Franchisee shall procure, pay for, and maintain insurance coverage in at least the minimum amounts and coverages described in Attachment "1", attached to and made a part of this Agreement. The insurance shall be written by a company(ies) approved by the State of Texas and acceptable to the City. The insurance shall be evidenced by delivery to the City of certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The City shall be named a beneficiary and co-insured of such policy(ies). Upon request, the City shall be entitled to review copies of the policies and all endorsements at a site determined mutually by the City and the Franchisee.

THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY AND NO OFFICER OR EMPLOYEE SHALL HAVE AUTHORITY TO WAIVE THIS REQUIREMENT. If

satisfactory evidence of the required insurance is not submitted within thirty (30) days after the date the City Council approves this Agreement, then this Agreement shall be considered null and void and shall have no force or effect. The Director may prevent the Franchisee from operating a Solid Waste Collection Service under this Franchise until satisfactory evidence of insurance coverage required under this subsection is presented to the Director. Evidence of current continuous insurance coverage shall be updated by the Franchisee and delivered in writing to the Director on at least an annual basis, no later than the anniversary date of this Agreement; and the Director shall have the right to request evidence of current insurance at any time. If the Franchisee fails to maintain insurance as required by this subsection, then the Franchisee shall forfeit any rights to contribution as defined in subsection V.a.3 above, and Franchisee shall be solely liable *in toto* for any judgment, award, claim or demand arising from the Franchisee's operation of a Solid Waste Collection Service, whether the City or any other Indemnatee is or may be contributorily liable under applicable law or not.

g. Adjustments to Insurance Requirements.

The Director reserves the right to review the insurance requirements stated herein during the term of this Agreement and to recommend to the City Council reasonable adjustments in the insurance requirements prior to any anniversary renewal of the insurance when deemed necessary or prudent by the City. Any adjustments recommended and approved by the City Council may be based upon changes in statutory law, applicable court decisions, the claims history of the industry as well as of the Franchisee, or a commercially reasonable determination by the City that existing coverage is inadequate for the risks associated with the services to be provided hereunder. When any insurance coverage limits are changed, the Franchisee shall pay any resulting increase in cost due to the changes. If Franchisee does not agree to an increase in coverage recommended by the City and approved by Council, the City may opt to pay the difference in premium that would be required for such increased coverage; but if the City declines to do so, the City shall have the right to terminate this Agreement as of the end of the current insurance term, or at the next contract year anniversary, whichever is sooner.

h. Liability of Franchisee.

Approval, disapproval, or failure to act by the City regarding any insurance supplied or not supplied by the Franchisee shall not relieve the Franchisee of full responsibility or liability

for indemnity, damages and accidents as set forth in the Agreement. The bankruptcy, insolvency, receivership or denial of liability by any insurer of Franchisee shall not excuse the Franchisee from the responsibility for indemnity, liability of, or damages payable by the Franchisee as provided in this Agreement.

SECTION VI. FEES, PAYMENTS AND COMPENSATION.

a. Consideration.

Council finds and determines that Franchisee has incurred, or will incur, significant costs to upgrade its facilities as costs associated with performance under this Franchise Agreement. Council finds that such expenditures as well as the promises contained in this Franchise Agreement are satisfactory consideration to support this Agreement.

b. Additional Consideration.

Upon notice from the City, Franchisee shall provide Solid Waste removal, collection, and transport, services to the City following natural disasters or Acts of God. The term “Acts of God” as used herein, shall include, but not be limited to, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability. Franchisee understands that it is not guaranteed to receive compensation for these services. Council and the Franchisee agree that this obligation to provide emergency services without a guarantee of compensation constitutes part of the consideration offered by the Franchisee to support this Franchise Agreement.

c. No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for sums due or owed under this Agreement or of any other obligation of the Franchisee.

SECTION VII. TERM, TERMINATION AND PERFORMANCE EVALUATION

a. Term and Extensions.

This Agreement shall be effective as of the Effective Date, and, unless it is terminated earlier pursuant to its terms, shall continue in effect until December 31, 2026, with the possibility for one five-year extension as mutually agreed to by the City and the Franchisee. Franchisee shall give ninety (90) days written notice to the City prior to the expiration of the term to request an extension. The City in its sole discretion may decide to approve or decline the extension, or request an amendment of this Agreement prior to such extension.

b. Termination.

1. Right to Terminate

This Agreement may be terminated by either party, for cause or convenience, by providing ninety (90) days’ written notice to the non-terminating party. Notwithstanding the foregoing, the City may terminate this Agreement if the City determines in its sole discretion termination is necessary to secure the efficiency of public service at a reasonable rate, to assure the Public Rights-of-Way are maintained

in good order throughout the term of this Agreement, or termination is in the public interest when Franchisee is utilizing the Public Rights-of-Way in a manner the City deems is inconsistent with the public use of the City's Public Rights-of-Way without providing prior notice to the Franchisee. If the City chooses to act pursuant to this authority it shall notify the Franchisee of its decision within three days of the termination of this Agreement.

2. Rights Upon Termination.

Subject to applicable law, or as specifically provided for otherwise in this Agreement, this Agreement and all rights, permissions, and privileges of the parties defined in this Agreement shall automatically cease upon the termination of this Agreement, unless such rights are extended by mutual agreement of the parties, except that such termination shall not affect any rights or liabilities accrued prior to such termination.

In the event the Franchisee continues use of the Public Rights-of-Way after the expiration or termination of this Agreement the City may utilize any means available in law or in equity to prevent violations of the EL PASO CITY CODE or this Agreement. Franchisee shall be responsible for all attorney's fees and court costs incurred as a result of any action taken by the City pursuant to this paragraph.

c. Performance Evaluation.

In order to: (i) assure that the Franchisee is complying with the terms of this Agreement, as it may be from time to time amended, and (ii) promote a sharing of information between the City and the Franchisee, the City may schedule a performance evaluation during the term of the Agreement in accordance with the following process:

1. At least sixty (60) days prior to each performance evaluation, the City shall notify the Franchisee of the date, time and location of the evaluation. Such notice shall include specification of any additional information to be provided by the Franchisee pursuant to subsection c.2.(ii) below. Unless specifically waived by the Council, attendance of the Franchisee's duly authorized representative at these meetings shall be mandatory.

2. Within thirty (30) days from receipt of such notification, the Franchisee shall file a report with the City that is certified by a representative of the Franchisee knowledgeable of the operations of the Franchisee within the Authorized Area, in reasonable detail, specifically addressing, a minimum, the following areas:

- (i) documentation that all of Franchisee's vehicles used in accordance with this agreement have been properly inspected for compliance with safety and air emission standards in the vehicles' state of registration, and documentation related to local government requirements for the permitting of vehicles for the hauling of Solid Waste;
- (ii) any other topic deemed material or relevant by the City for its enforcement of this Agreement.

3. All reports to be prepared under this subsection and submitted by the Franchisee shall be based upon information collected from the Effective Date, inclusive of the most current quarter available. No report under this subsection shall be based upon data that ends more than twenty-four (24) months before the time of the performance evaluation.

4. Following receipt of the report, but not less than twenty (20) days prior to the performance evaluation, the City may request additional information, clarification or detailed documentation concerning those topics identified for inclusion in the performance evaluation. The Franchisee shall make reasonable effort to provide such additional information to the City prior to the meeting. In the event that the information cannot be made available prior to the performance evaluation, the Franchisee shall notify the City in writing explaining the reasons for any delay.

5. The Council shall hear any interested persons during such performance evaluation. The Franchisee shall be entitled to all the rights of due process consistent with the City proceedings, including but not limited to, the right to present evidence and the right to be represented by counsel.

SECTION VIII. TRANSFERS OF OWNERSHIP AND CONTROL

a. Franchisee Ownership, Management and Operation.

1. Only the Franchisee and its Affiliates identified herein, shall operate, manage, and maintain the Solid Waste Collection Service. The Franchisee shall not otherwise directly or indirectly transfer or assign, in whole or in part, this Agreement or the operation, management, or maintenance of the Solid Waste Collection Service without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Assignee: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee and its Affiliates shall request approval from Council in writing and shall provide the Council with the Assignee's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

2. The Council's written consent shall not be required for a transfer solely for security purposes (such as the grant of a mortgage or security interest), but shall be required for any realization on the security by the recipient, such as a foreclosure on a mortgage or security interest. The Director shall be advised in writing of a transfer solely for security purposes at least sixty (60) days before such transfer occurs. If the Franchisee cannot provide at least sixty (60) days notice before a transfer solely for

security purposes, then Franchisee must notify the Director in writing of such a transfer at the earliest possible date after becoming aware of such transfer.

3. The Franchisee may not transfer or assign this Agreement to an Affiliate not identified herein, without the prior written consent of Council, and such prior written consent shall not be unreasonably withheld provided that the Affiliate: (i) assumes all of Franchisee's obligations and liabilities under this Agreement occurring both before and after the transfer or assignment; (ii) agrees to comply with all provisions of this Agreement; (iii) has the legal, technical and financial ability to properly perform and discharge such obligations and liabilities, which abilities are each at least as great as those of the Franchisee; and (iv) has the capacity to enter into contracts with the City and/or is not barred from entering into contracts with the City. The Franchisee shall request approval from Council in writing and shall provide the Council with the Affiliate's qualifications at least one hundred and twenty (120) days before the proposed transfer is to occur.

b. Schedule of Ownership.

The Franchisee represents and warrants that its current ownership is as set forth on Attachment "2", attached to and made a part of this Agreement, and that it has full legal and equitable title to the Solid Waste Collection Service as of the Effective Date of this Agreement.

SECTION IX. DEFAULT

a. Events of Default.

The occurrence of any one or more of the following events at any time during the term of this Agreement shall constitute an Event of Default by the Franchisee under this Agreement:

1. The failure or refusal by the Franchisee to pay consideration when due as prescribed by this Agreement.

2. The Franchisee's material violation of or failure to comply with any provision or condition of chapter 9.04 of the City Code relating to Solid Waste collection service or any other applicable provision or condition of the City Code.

3. The suspension or revocation of the Franchisee's Hauler Permit.

4. The Franchisee's material violation of or failure to comply with any of the other terms, covenants, representations, or warranties contained in this Agreement, or the Franchisee's failure or refusal to perform any obligation contained in this Agreement.

5. The Franchisee's failure or refusal to pay or cause to be paid any of the City's governmentally-imposed taxes of any kind whatsoever, including but not limited to real property taxes, sales taxes, and personal property taxes on or before the due date for same; provided, however, Franchisee shall not be in default under this subsection with respect to the non-payment of taxes which are being disputed in good faith in accordance with applicable law.

6. The entry of any judgment against the Franchisee by which another party becomes entitled to possession of any of the Franchisee's Solid Waste Collection Service's assets, and for which transfer of these assets requires prior consent of the

Council, and such judgment is not stayed pending rehearing or appeal following entry of the judgment for a period of forty-five (45) or more days.

7. The dissolution of the Franchisee.

8. The Franchisee's filing of a voluntary petition in bankruptcy; the filing of an involuntary petition in bankruptcy against the Franchisee; an adjudication finding the Franchisee insolvent; the Franchisee's obtaining an order for relief under Section 301 of the Bankruptcy Code (11 U.S.C. §301); filing any petition or failing to contest any petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any laws relating to bankruptcy, insolvency or other relief for debtors; seeking or consenting to or acquiescing in the appointment of any bankruptcy trustee, receiver, master, custodian or liquidator of the Franchisee, or any of Franchisee's property or this Agreement or of any and all of the revenues, issues, earnings, profits or income thereof; making an assignment for the benefit of creditors (except secured creditors); or failing to pay Franchisee's debts as they become due such that the Franchisee is unable to meet its obligations under this Agreement.

9. The Franchisee engages in any fraudulent or deceitful conduct with the City or its customers.

10. The Franchisee knowingly or intentionally makes a false statement or a misrepresentation as to a material matter in the application for or in the negotiation of this Agreement.

11. Any director, officer, employee, or agent of the Franchisee is convicted of the offense of bribery or fraud connected with or resulting from the granting, term extension, or renewal of this Agreement.

12. The Franchisee's failure or refusal to comply with a violation of any applicable local, state, or federal law or regulation.

b. Default Procedures.

Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from written notice of the occurrence of the Event of Default from the Director to cure the Default before the City may exercise any of the default remedies provided for in Section X. Upon the occurrence of an Event of Default by the Franchisee which cannot be cured by the immediate payment of money to the City or a third party, the Franchisee shall have thirty (30) days from the date of written notice from the City to the Franchisee of the occurrence of the Event of Default to cure the Event of Default before the City may exercise any of its rights or remedies provided for in Section X, unless the Director, the City Manager, or the Council authorizes a longer cure period upon a showing of good cause to extend the cure period. If an Event of Default is not cured within the time period allowed for curing the Event of Default, as provided above, the Event of Default becomes, without additional notice, an Uncured Event of Default, which shall entitle the City to exercise the remedies provided for in Section X.

SECTION X. REMEDIES

a. Default Remedies.

Upon the occurrence of any Uncured Event of Default as described in Section IX., the Director shall report the occurrence of default to the City Manager and the Council. The Council shall be entitled in its sole discretion to exercise any or all of the following remedies, which shall be cumulative:

1. Exercise its rights to liquidated damages as described in subsection c. of this Section X.
2. Commence an action at law against the Franchisee for monetary damages.
3. Commence an action in equity seeking injunctive relief or the specific performance of any of the provisions of this Agreement which, as a matter of equity, are specifically enforceable, or other equitable relief.
4. Revoke the Franchise granted under this Agreement.

b. Revocation Procedure.

Upon the occurrence of an Uncured Event of Default, the Council shall have the right to revoke the Agreement. Upon revocation, the rights, permissions, and privileges comprising the Franchise granted under this Agreement shall be automatically terminated and deemed null and void and shall have no further force or effect, and the provisions that are contractual in nature which are also included as a part of this Agreement are hereby automatically terminated, other than provisions that expressly are continued after termination or which impose obligations or rights of a kind that are intended and appropriate to be continued beyond termination, such as but not limited to Franchisee's obligations to defend and indemnify.

Upon revocation, the City shall retain any portion of the consideration and other fees or payments paid to it, or which are due and payable to it, to the date of the revocation. Notwithstanding the above, the Director shall notify the Franchisee in writing at least ten (10) days in advance of the Council hearing at which the issue of revocation shall be considered or decided. The Franchisee shall have the right to appear before the Council in person or by legal counsel and raise any objections or defenses the Franchisee may have that are relevant to the proposed revocation. The Council reserves the right, in its sole discretion, to seek liquidated damages or to pursue other remedies as provided in this Section X, or allowed in law or equity in addition to revocation.

c. Liquidated Damages.

In addition to the other remedies provided for in this Section X., other remedies provided in this Agreement and remedies available at law or in equity, in the event the Council determines that the Franchisee has committed, continued, or permitted a material failure or refusal of compliance or other Uncured Event of Default that has not been cured as provided in this Agreement, the Franchisee shall pay Two Hundred Dollars (\$200.00) per day for each day or part of a day that the material failure or refusal or other Uncured Event of Default is committed, continued, or permitted. This subsection X.c. does not apply to the failure or refusal by the Franchisee to pay the Franchise Fee or other consideration when it becomes due (Event of

Default, subsection IX.a.1.) or the failure or the refusal to pay or cause to be paid any of the City's governmentally imposed taxes (Event of Default, subsection IX.a.4).

d. Remedies Cumulative.

Subject to applicable law, the rights and remedies of the City set forth in this Section X. shall be in addition to and not in limitation of, any other rights and remedies provided by law or in equity. If the Council determines that a violation by the Franchisee was the Franchisee's fault and within its control to have prevented or avoided, the Council may pursue any or all of the remedies provided in Section X. or otherwise at law or in equity. The remedies of the City created under this Agreement shall be cumulative of other remedies under the Agreement, at law or in equity to the maximum extent permitted by law. The exercise by the City of any one or more remedies under this Agreement shall not preclude the exercise by the City, at the same or different times, of any other remedies for the same material Uncured Event of Default.

e. Curable Violations.

The Franchisee shall not be found in violation of this Agreement or any other applicable law or regulation, and shall suffer no penalties or damages as a result, if the violation occurs without fault of the Franchisee; provided, that the Franchisee has made reasonably diligent efforts to have prevented or avoided the violation, or the violation occurs as a result of circumstances beyond Franchisee's control or its ability to have prevented or avoided, and, if curable, is promptly cured. The Franchisee shall not be excused by mere economic hardship, or election of actions based on, or for the purpose of realizing economic benefit or advantage; nor by the negligence or misfeasance or malfeasance of its directors, officers, principals, employees, agents, representatives, contractors or subcontractors.

SECTION XI. RECORDKEEPING AND AUDIT

a. Complete and Accurate Books Required.

The Franchisee shall keep complete and accurate books of account and records of its Solid Waste Collection Service business and operations in the Authorized Area under and in connection with this Agreement in accordance with generally accepted accounting principles and generally accepted government auditing standards.

b. City Review of Documentation.

The City may fully review the Franchisee's books, accounts, documents, and other records of the Franchisee or the Franchisee's Affiliates within the scope of this Agreement during normal business hours on a non-disruptive basis and with such advance notice as is reasonably necessary to monitor compliance with the terms of this Agreement. All books, accounts, documents, and other records shall be made available at a location in the Authorized Area, or the Franchisee shall pay the City's expenses in traveling to any other location necessary to review the books, accounts, documents, or other records. Books, accounts, documents, and other records that are kept on an electronic basis shall also be made available on the same basis as the paper books, accounts, documents, and other records. The reviewable items shall include, but shall not be limited to, records required to be kept by the Franchisee pursuant to law. To the extent permitted by law, the City agrees to treat any information disclosed by the Franchisee under this

Section as confidential, if the Franchisee provides prior written notice that the information is confidential.

c. Reports.

If the Franchisee is a publicly traded company, the Franchisee shall file with the City by the end of each calendar year a copy of its certified financial statements filed with the Security and Exchange Commission, prepared and audited by an independent certified public accounting firm acceptable to the City, whose work papers will be made available to the City for inspection upon request.

d. Additional Reports.

The Franchisee shall, when required by the Council, the City Manager, or the Director, report to the City any reasonably requested information relating to the Franchisee or the Affiliates or necessary for the administration of this Agreement. The Director shall have the right to establish formats for all reports, determine the time for reports and the frequency with which any reports are to be made, and require that any reports be made under oath.

SECTION XII. MISCELLANEOUS

a. Entire Agreement.

This Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement and the rights, privileges, and permissions between the City and the Franchisee, superseding all oral or written previous negotiations or agreements between the City and the Franchisee relating to matters set forth in this Agreement. This Agreement can only be modified by an Agreement amendment approved by Council.

b. Notices.

Any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by any of the means described in subsection XII.d. of this Agreement. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

If to the City:

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

With copies to:

City of El Paso, Environmental Services Department
Attention: Director
7968 San Paulo
El Paso, Texas 79907

And:

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

If to the Franchisee: Rio Grande Waste Services, Inc.
7120 Copper Queen Drive
El Paso, Texas 79915

Either the City or the Franchisee may change its address or personnel for the receipt of notices at any time by giving notice of the change to the other party as provided in this subsection XII.b. Any notice given by either the City or the Franchisee must be signed by an authorized representative.

c. Notice of Claim.

This Agreement is subject to the provisions of Section 1.5 of the El Paso City Charter, as amended, relating to requirements for filing a notice of a claim against the City. Section 1.5 of the El Paso City Charter, as amended, is expressly incorporated by reference and made a part of this Agreement as if written word for word in this Agreement. Franchisee shall comply with the requirements of Section 1.5 as a precondition of any claim against the City relating to or arising out of this Agreement.

d. Delivery of Notices.

Notices required to be given under this Agreement may be transmitted in any of the following four ways:

1. By personal delivery, in which case they are deemed given when delivered.
2. By delivery to Federal Express, United Parcel Service, or other nationally recognized overnight courier service, in which case they shall be deemed given when received for such service.
3. By being deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed given three (3) calendar days after having been deposited in the U.S. Mail.
4. By facsimile or electronic mail transmission where the sender's transmittal log shows successful transmission to all the recipients (with any replacement

transmission as a recipient shall request) and with a hard copy on the same date or the next day mailed to all by first class mail, postage prepaid, in which case notice shall be deemed given on the date of facsimile or electronic mail transmission.

e. City/Franchisee Meetings.

The Franchisee shall meet with the Director, the City Manager or the Council at reasonable times to discuss any aspect of this Agreement or the services or facilities of the Franchisee. At all meetings Franchisee shall make available personnel qualified for the issues to be discussed and such meetings shall be at City's offices unless otherwise agreed.

f. Legal Construction.

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

g. No Inducement.

The Franchisee, by accepting this Agreement, acknowledges that it has not been induced to accept this Agreement by any promise, oral or written, by or on behalf of the City or by any third person regarding any term or condition not expressed in this Agreement. The Franchisee further pledges that no promise or inducement, oral or written, has been made to any City employee or official regarding the grant, receipt or award of this Agreement.

h. Franchisee Acknowledgement.

The Franchisee further acknowledges by acceptance of this Agreement that it has carefully read the terms and conditions of this Agreement and accepts the obligations imposed by the terms and conditions herein.

i. No Waiver by City.

No failure by the City to insist upon the strict performance of any covenant, provision, term or condition of this Agreement, or to exercise any right, term or remedy upon a breach thereof shall constitute a waiver of any such breach of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, provision, term or condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

j. Governmental Licenses.

The Franchisee shall, at its expense, obtain and maintain all additional governmental regulatory licenses necessary to operate the Solid Waste Collection Service in accordance with this Agreement.

k. Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by the EL PASO CITY CODE, and any other applicable laws and regulations. If any provision of this Agreement, or the application thereof to any person, entity, or circumstance, for any reason and to any extent, is invalid or unenforceable, such provision shall be modified to the

minimum extent necessary to make such provision valid and enforceable and neither the remainder hereof nor the application of such provision to other persons, entities, or circumstances or other instruments shall be affected thereby, but rather, the same shall be enforced to the greatest extent permitted by law. To the extent that any party's performance under this contract becomes impossible or illegal as a result of future and unknown regulations not contemplated by the parties, and the parties are not able to modify the terms of this Agreement as contemplated above, then the parties shall be excused from further performance under those portions of this Agreement, and such offending portions shall be severed and excluded from this Agreement.

l. City Retained Powers.

In addition to all rights provided in this Agreement, the City reserves all rights and powers conferred by federal law, the Texas Constitution, Texas statutes and decisions, the City Charter, City Code, and City Agreements which City is allowed to exercise.

m. Material Misinformation.

The provision of information by the Franchisee or any of its Affiliates to the City in connection with any matters under this Agreement which contains an untrue statement of a material fact or omits a material fact necessary to make the information not misleading shall constitute a violation of this Agreement and shall be subject to the remedies provided in Section

10. Each day that the Franchisee or an Affiliate fails to correct an untrue statement of a material fact or the omission of a material fact necessary to make the information not misleading shall constitute a separate violation of this Agreement.

n. Time is of the Essence.

Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence and any failure of the Franchisee to perform within time allotted shall always be sufficient grounds for the City to invoke an appropriate remedy, including possible revocation of the Agreement.

o. Force Majeure.

The time within which Franchisee shall be required to perform any act under this Agreement shall be extended by a period of time equal to the number of days due to a force majeure. The term "force majeure" shall mean delays due to Acts of God, inability to obtain governmental approvals, governmental restrictions, war, act of terrorism, civil disturbances, fire, unavoidable casualty, or other similar causes beyond the control of Franchisee. Notwithstanding anything contained anywhere else in this Agreement, Franchisee shall not be excused from performance of any of its obligations under this Agreement by the negligence or malfeasance of its directors, officers, or employees or by mere economic hardship.

p. Recognition of Rights.

The Franchisee agrees that by adopting this Agreement, neither the City nor the Franchisee have waived any rights, claims, or defenses they may have with respect to the City's rights to impose the requirements contained in this Agreement in whole or in part upon the Franchisee.

q. Police Powers.

1. In accepting this Agreement, the Franchisee acknowledges that its rights under this Agreement are subject to the police power of the City to adopt and enforce general Agreements necessary to the health, safety, and welfare of the public. Except as otherwise agreed to by the parties or exempted by a City ordinance, Franchisee shall comply with all applicable general laws and Agreements enacted by the City pursuant to such powers. Any conflict between the provisions of this Agreement and any other present or future lawful exercise of the City's police powers shall be resolved in favor of the latter.

2. The Franchisee recognizes the right of the City to make reasonable amendments to this Agreement as convenient and necessary to promote the public's interest.

3. The Franchisee also recognizes City's right to impose such other regulations of general applicability as shall be determined by the City to be conducive to the safety, welfare, and accommodation of the public.

r. No Presumption of Renewal

This Agreement and the grant contained herein do not imply, grant, or infer any renewal rights in favor of the Franchisee or its Affiliates.

s. Recognition of City Charter.

The Franchisee recognizes, accepts and agrees that the terms, conditions and provisions of this Agreement are subject to the applicable provisions of the El Paso City Charter. Any request by the Franchisee for an amendment to this Agreement shall be subject to review by the City Attorney for compliance with the applicable provisions of the City Charter.

t. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

u. This Agreement may be amended, revised or modified only by a written instrument, executed by the parties hereto.

v. The headings, captions and arrangements contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. If the context required, words used in the singular shall be read as including the plural and vice versa, and pronouns of any gender shall include all genders. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision, paragraph, subparagraph, section or article.

w. This Agreement is executed for the sole benefit of parties hereto and is not for the benefit of any third party. No other party will have rights under this Agreement.

x. Authorization. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective entity.

y. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

z. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.

aa. Order of Precedence. In case of conflict between the terms of this Agreement and the terms contained in any document attached as an attachment or otherwise incorporated by reference, the order of precedence is as follows: Charter of the City of El Paso, EL PASO CITY CODE, and the ordinance granting this Agreement and all exhibits thereto.

bb. No discrimination. Franchisee, as part of the consideration hereof, does hereby covenant and agree as follows:

1. That no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in, denied the benefits of this contract, or be otherwise subjected to discrimination in the execution of this contract.

2. That in the furnishing of services, no person on the grounds of race, creed, color, sex or national origin, shall be excluded from participation in or denied the benefits of said services, or otherwise be subjected to discrimination.

3. If applicable, Franchisee shall furnish services in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Non-discrimination in federally- assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulation may be amended. If applicable, Franchisee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

4. In the event of breach of any of the above non-discrimination covenants, City shall have the right to terminate this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

List of Attachments:

Attachment “1” – Insurance Requirements

Attachment “2” – Schedule of Ownership

STATE OF TEXAS)
)
COUNTY OF EL PASO)

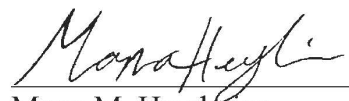
SOLID WASTE FRANCHISE AGREEMENT

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and RIO GRANDE WASTE SERVICES, INC.

THE CITY OF EL PASO:

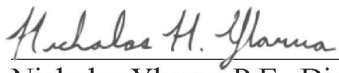
Dionne Mack
City Manager

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



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

STATE OF TEXAS)
)
COUNTY OF EL PASO)

SOLID WASTE FRANCHISE AGREEMENT

Signature page for the City of El Paso, Solid Waste Franchise Agreement between City of El Paso, Texas and RIO GRANDE WASTE SERVICES, INC.

RIO GRANDE WASTE SERVICES, INC. By:


Name Michael O'Connor, Vice-President
Owner

ACKNOWLEDGMENT

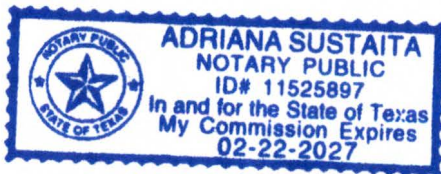
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared Name, as Owner of RIO GRANDE WASTE SERVICES, INC., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of Name, and that he/she executed the same as the act of RIO GRANDE WASTE SERVICES, INC. for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of April, 2025.

 Adriana Sustaita
Notary Public
State of Texas

SEAL



ATTACHMENT “1”

INSURANCE REQUIREMENTS

1. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

For the duration of this Agreement and any extension hereof, Franchisee shall carry in a solvent company authorized to do business in Texas, comprehensive general liability insurance in the following amounts:

\$1,000,000.00 – Per Occurrence

\$1,000,000.00 – General Aggregate

\$1,000,000.00 – Products/Completed Operations-Occurrence & Aggregate

With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. The City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. The City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

2. WORKERS’ COMPENSATION

For the duration of this Agreement and any extension hereof, Franchisee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law:

\$500,000.00

3. AUTOMOBILE LIABILITY INSURANCE

Minimum \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section on Item 2 of the declarations page.

ATTACHMENT “2”

SCHEDULE OF OWNERSHIP

Franchisee Name: RIO GRANDE WASTE SERVICES, INC.
Legal Entity:

Identity of Owners:
(Identify each partner, member, shareholder, or other owner. For each owner identified identify the individual ownership interest, to include total number of shares owned.)

Name (100%)	
Michael O'Connor	22.5%
Cheryl Caponigro	22.5%
Larry Henk	22.5%
Kevin Bass	22.5%
Royal Jones	10.0%



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 25-580, 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, Bonnie Cordova, (915) 212-1092

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 that the City Manger, or designee, be authorized to effectuate the listed budget transfer to: Add funds from Renovations Master Project into Fire Station 16 Renovations sub project in accordance with updated project scope and expenditure needs, funding source is Public Safety Bonds.

RECEIVED

By City Clerk's Office at 10:15 am, May 01, 2025

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, the City Council previously appropriated funding for the Master Project PCP20FDRENOMSTR (“Master Project”) as part of the approved Capital Improvement Plan (“CIP”); and

WHEREAS, the City now desires to allocate funding from the Master project into a newly identified or existing sub-projects, Fire Station 16 Renovations, to better manage and implement the scope of the improvements under the Master Project; and

WHEREAS, in accordance with the Administrative Policies and Procedures for CIP Budget Transfers adopted in October 24, 2023, a budget transfer from master project into sub-projects requires approval by City Council; and

WHEREAS, the Office of Management and Budget (“OMB”) has reviewed the proposed budget transfers and recommends approval.

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

THAT, the City Manager, or designee, be authorized to effectuate the listed budget transfer to add funds from Master Project PCP20FDRENOMSTR and align the budget for the project Fire Station 16 Renovations in accordance with updated project scope and expenditure needs, as respectively listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
2025-0681	4820	PCP20FDRENOMSTR	(\$4,081.41)
		PCP22FS16RENOV2	\$4,081.41

(Signatures on the following page)

APPROVED this _____ day of _____, 2025.

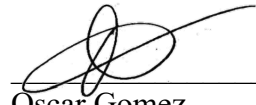
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Oscar Gomez
Assistant City Attorney

APPROVED AS TO CONTENT:

Bonnie Cordova

Bonnie Cordova, Interim Director
Office of Management & Budget



Legislation Text

File #: 25-617, 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

Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00 and a \$1,000,000.00 match from the City, for the Segundo Barrio Safe Streets 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

WHEREAS, members of the U.S. Congress may request funding to support specific community projects within their districts as part of the annual federal appropriations process; and

WHEREAS, such funding is referred to as “Community Project Funding” within the U.S. House of Representatives; and

WHEREAS, the Office of Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the Segundo Barrio Safe Streets Project (the “Project”) as worthy of funding through the Community Project Funding process.

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

THAT City staff is authorized to submit an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00 and a \$1,000,000.00 match from the City, for the Segundo Barrio Safe Streets Project;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said 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, and revisions that increase, decrease or de-obligate program funds;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

APPROVED this _____ day of _____ 2025.

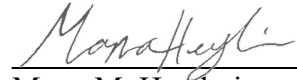
CITY OF EL PASO:

Renard Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

Joaquin Rodriguez
Director, Grant Funded Programs



Legislation Text

File #: 25-582, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

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 submission of an application to the Office of Congresswoman Veronica Escobar requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000.00, with the federal government contributing \$4,000,000.00, a \$750,000.00 match from the City, and \$250,000.00 match from the Deck Plaza Foundation, for the I-10 Deck Plaza 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: Stephen Ian Voglewede

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

RESOLUTION

WHEREAS, members of the U.S. Congress may request funding to support specific community projects within their districts as part of the annual federal appropriations process; and

WHEREAS, such funding is referred to as “Community Project Funding” within the U.S. House of Representatives; and

WHEREAS, the Office of Congresswoman Veronica Escobar is currently accepting Community Project Funding requests; and

WHEREAS, the City of El Paso has identified the I-10 Deck Plaza Project (the “Project”) as worthy of funding through the Community Project Funding process.

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

THAT City staff is authorized to submit an application to the Office of Congresswoman Veronica Escobar requesting funds from the Community Project Funding program requesting an appropriation from the Community Project Funding program in the amount of \$5,000,000, with the federal government contributing \$4,000,000, a \$750,000 match from the City, and \$250,000 match from the Deck Plaza Foundation, for the I-10 Deck Plaza Project;

THAT the City Manager, or designee, is authorized to sign any documents necessary for the proper submission of said application;

THAT the City Manager, or designee, is authorized to sign any documents necessary to accept a grant resulting from said 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, and revisions that increase, decrease or de-obligate program funds;

THAT the City Manager, or designee, is authorized to explore funding sources and partnerships that leverage the strength of said application and any grant resulting from said application.

[Signatures Begin on the Following Page]

APPROVED this _____ day of _____ 2025.

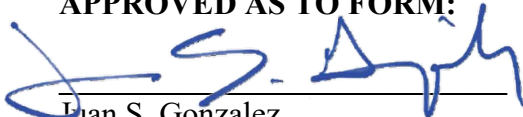
CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Joaquin Rodriguez
Director, Grant Funded Programs



April 23, 2025

The Honorable Veronica Escobar
Member of Congress
221 N Kansas St Ste 1500
El Paso, TX 79901

Subject: Support for City of El Paso FY26 CPF: I-10 Deck Plaza Project

Dear Congresswoman Escobar:

On behalf of the Downtown Deck Plaza Foundation in the Paso del Norte Community Foundation, I am writing to express my full support for the City of El Paso, Texas, and their \$5,000,000 appropriations request to the Fiscal Year 2026 Community Project Funding (CPF) program for the I-10 Deck Plaza Project.

The City of El Paso, Paso del Norte Community Foundation, and Downtown Deck Plaza Foundation engaged in multiple dedicated community outreach efforts in support of the I-10 Deck Plaza project. The I-10 Deck Plaza Planning Study (included in Supporting Documents) includes a planning initiative where public comments can be viewed at a dedicated website. Amenities and green spaces are presented in detail through dozens of public events and venues: <https://www.downtowndeckplaza.org/feedback>.

Funding will be utilized for on-system (TxDOT) structural improvements for the I-10 Deck Plaza including retaining walls, support beams, fire safety, and utilities over a 6-block (0.38 miles) length of Interstate Highway 10 (I-10) in Downtown El Paso, Texas. If the project is awarded, the Deck Plaza Foundation will contribute a \$250,000 (5%) match for the FHWA appropriation.

Thank you for your continued support and collaboration. Do not hesitate to contact me if you have any questions.

Sincerely,

Tracy J. Yellen
Chief Executive Officer