

Oscar Leeser
Mayor

Tommy Gonzalez
City Manager



CITY COUNCIL
Peter Svarzbein, District 1
Alexsandra Anello, District 2
Cassandra Hernandez, District 3
Joe Molinar, District 4
Isabel Salcido, District 5
Claudia L. Rodriguez, District 6
Henry Rivera, District 7
Cissy Lizarraga, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

April 26, 2022

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

**THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 811-848-124#

AND

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

April 25, 2022

9:00 AM

Teleconference phone number: 1-915-213-4096

Toll free number: 1-833-664-9267

Conference ID: 842-343-933#

Notice is hereby given that an Agenda Review Meeting will be conducted on April 25, 2022 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on April 26, 2022 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

Via television on City15,

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, April 25, 2022 Conference ID: 842-343-933#
Regular Council Meeting, April 26, 2022 Conference ID: 811-848-124#

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:

<https://www.elpasotexas.gov/city-clerk/meetings/city-council-meetings>
and
http://legacy.elpasotexas.gov/muni_clerk/Sign-Up-Form-Call-To-The-Public.php

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Cissy Lizarraga

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY EL PASO POLICE CHAPLAIN JOE MARATTA

PLEDGE OF ALLEGIANCE

Texas Bandits All-Stars Tiny Cadets

Genevieve Perez
Rebekah Salcido
Ximena Sotelo
Isabella Diaz
Mia Licon
Hazelle Sanchez
Ximena Jaquez
America Pliego
Andrea Garcia
Mia Martinez
Frida Escamilla
Cristina Gonzalez
Izabella Campos
Mia Perez
Melanie Cruz
Valentina Villalobos
Ximena Soria
Aria Cordova
Faith Duarte
Gemma Rodriguez

Emilie Reyes
Adrielyn Rodriguez

MAYOR'S PROCLAMATIONS

Child Abuse Prevention Month

Zuill Bailey Recognition Day

Texas Bandits All-Stars Tiny Cadets Day

RECOGNITIONS BY MAYOR

Under-Age Drinking Initiative (UADI) Contest

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of Minutes of the Regular City Council Meeting of April 12, 2022, the [22-439](#)
Agenda Review Minutes of April 11, 2022, the Work Session Minutes of
December 9, 2019, and the Special Meeting of February 3, 2021.

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. **REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS** [22-491](#)

CONSENT AGENDA - RESOLUTIONS:

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

3. A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block I, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas. [22-452](#)

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,145,000.00.

District 2

Airport, Sam Rodriguez, (915) 212-7301

4. A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0681 acres parcel portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas. [22-453](#)

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,440,000.00.

District 2

Airport, Sam Rodriguez, (915) 212-7301

5. A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7108 Airport Road, LLC ("Lessee") regarding the following described property: A portion of Lots 1 and 2, Block 6, Butterfield Trail Industrial Park Unit One Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas. [22-455](#)

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$48,000. The rent fee for the building will be a lump sum in the amount of \$280,000.00.

District 2

Airport, Sam Rodriguez, (915) 212-7301

6. A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7619 Lockheed Drive, LLC. ("Lessee") regarding the following described property: Lot 15, Block 8, El Paso International Airport Tract Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas. [22-456](#)

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$27,600. The rent fee for the building will be a lump sum in the amount of \$340,000.00.

District 2

Airport, Sam Rodriguez, (915) 212-7301

7. A Resolution that the City Manager be authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and Halloran Family Joint Venture, LLC ("Lessee"), regarding real property described as, a 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, (approximately 1.213 acres of land) and municipally known and numbered as 6901 Montana Ave., El Paso, Texas.

[22-464](#)

The initial term is 40-year beginning at 12:00:00 a.m. on May 1, 2022 ("Effective Date") for a monthly fee of \$4,179.27, plus one option to extend for 10 years.

District 2

Airport, Sam Rodriguez, (915) 212-7301

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

8. A Resolution authorizing the City Manager or designee to submit grant application 3060707 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Program, FY2023" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$33,746,878.50, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023.

[22-441](#)

All Districts

Police, Chief Gregory Allen, (915) 212-4302

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

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

9. That the City of El Paso accepts, with gratitude, the donation from the El Paso Zoological Society ("Society") of the following:

[22-437](#)

A donation of up to \$350,000 to the El Paso Zoo for repairs, renovations and improvements to the El Paso Zoo's elephant barn.

That the City Council also authorizes the City Manager to sign any necessary documentation required for this donation (as long as such documentation does

not affect the approved budget of the City of El Paso) including signing the contract.

That the City of El Paso recognizes the donation to the Society by Mrs. Bowman, which enables these projects.

All Districts

Zoo, Joe Montisano, (915) 212-2800

10. That the closure of rights-of-way within the City of El Paso for the Sun City CRIT from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV21-00118) [22-446](#)

District 8

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

Planning and Inspections, Klarissa Mijares, (915) 212-1544

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

11. A Resolution to find that the Taxpayer, MARTINEZ ANGEL A and ROSA A, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$315.15, for the property with the following legal description: 83 VISTA DEL SOL #18 LOT 24 (5989.4050 SQ FT). [22-454](#)

All Districts

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

12. A Resolution to find that the Taxpayer, MC CLURE BARBARA J, 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 2021 delinquent taxes pursuant to Section 33.011(3)(A) of the Tax Code in the amount of \$401.89, for the property with the following legal description: 26 SCOTSDALE #4 LOT 33 (8284 SQ FT). [22-457](#)

All Districts

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

13. A Resolution to find that the Taxpayer, EL PASO TEACHERS' ASSOCIATION, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the [22-458](#)

Tax Code in the amount of \$23.43 for the property with the following legal description: INV FURN MACH CMP.

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

14. That the El Paso City Council authorizes the City Manager to sign an Equipment Lease Agreement by and between Dr. Alvaro Medina, DVM and the City of El Paso for use of the City's Department of Animal Services vehicle #17146, license plate number 1345554 and VIN 1FDUF5GTXGEA85175 as a spay/neuter van to be used to offer spay and neuter procedures, for an initial term from April 1, 2022 - March 31, 2023, and which may be renewed for two (2) consecutive periods of one (1) full year, in exchange for a minimum number of low cost spay and neuter procedures and the resulting reduction in the feral dog and cat population in the City of El Paso.

[22-438](#)

All Districts

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

15. A Resolution that allows for the consolidation of the following, previously-approved, affordable rental housing development loans taken out on properties located at 6806 Alameda and 6968 Alameda, El Paso, Texas, as recommended by the Director of Community and Human Development, as listed below:

[22-465](#)

Project Name: 6806 Alameda and 6968 Alameda loan consolidation

Project Type: Multiple Family Units

Project Address: 6806 Alameda and 6968 Alameda

District: 3

Funding Amount: \$1,093,485.75

District 3

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

16. Debra Fraire to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leaser.

[22-476](#)

Members of the City Council, Mayor Oscar Leaser, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

17. Fermin Dorado to the Capital Improvement Advisory Committee by Representative Joe Molinar, District 4. [22-470](#)
- Members of the City Council, Representative Joe Molinar, (915) 212-0004

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

18. That the tax refunds listed on the attachment posted with this agenda be approved. This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00. (See Attachment A) [22-444](#)
- All Districts**
Tax Office, Maria O. Pasillas, (915) 212-1737

CONSENT AGENDA - NOTICE FOR NOTATION:

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

19. Accept the donation of \$281.30 from El Paso Disposal for the purchase of toys for a community engagement event that was hosted in District 3. [22-484](#)
- Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

20. Discussion and action to congratulate and commend Chapin High School's boys' basketball team for being the first team in school's history to make the Sweet 16 and for having made it that far two times in a row and to request the City Clerk to submit an executed copy of this resolution to the head coach of the Chapin High School boys basketball team Rodney Lewis and the Chapin High School administration office. [22-485](#)
- District 2**
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002
21. Discussion and action to recognize the El Paso County Juvenile Probation Department and their efforts for the 2022 Global Youth Service Day (GYSD). [22-486](#)
- All Districts**
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

22. Discussion and action to recognize the challenges that members of the transgender community face every day around the world and support creating an environment in which any resident can live without stigma and have the opportunity to flourish. [22-489](#)

All Districts

Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

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

23. Discussion and action to direct the City Manager to develop a Fiscal Year 2023 Budget that includes a decrease in the overall property tax rate to minimize the financial impact on taxpayers and continue to execute the City's COVID-19 economic recovery plan. [22-492](#)

All Districts

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Henry Rivera, (915) 212-0007

24. Presentation and update from the El Paso Children's Hospital. [22-490](#)

All Districts

Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

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

25. Presentation, update and discussion on the City's Intersection Safety Improvement Program. [22-442](#)

All Districts

Streets and Maintenance, Hannah Williams Allen, (915) 212-0118

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

26. Presentation on Community Health. [22-449](#)

All Districts

Fire, Chief Mario D'Agostino, (915) 212-5605

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

27. Budget Update - Presentation by the El Paso Central Appraisal District [22-466](#)

All Districts

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

28. Update on the state of homelessness in El Paso.
[POSTPONED FROM 04-12-2022]

[22-355](#)

All Districts

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

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: 811-848-124#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp

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 being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[22-447](#)

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: 175 Midway Drive

Applicant: Ysleta Independent School District, PZRZ21-00027

District 3

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

Planning and Inspections, David C. Samaniego, (915) 212-1608

PUBLIC HEARING WILL BE HELD ON MAY 24, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

30. The linkage to the Strategic Plan is subsection: 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

[22-462](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court to Delgado Acosta Spencer Linebarger & Perez, LLP for an initial four (4) year term for an estimated amount of \$3,796,035.80. The award also includes, three (3), one (1) year options for an estimated amount of \$2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of \$6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole highest ranked proposer based on evaluation factors

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

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

All Districts

Municipal Courts, Lilia Worrell (915) 212-5822

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

31. The linkage to the Strategic Plan is subsection 2.3 - Increase public safety operational efficiency

[22-463](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0337 Fire Station 19 Building Renovations to DANTEX GENERAL CONTRACTORS, INC. for an award of Base Bid I: \$2,579,000.00 for a total estimated award of \$2,579,000.00. This contract will allow Fire Station 19 located at 2405 McRae Blvd to receive a full renovation of the existing building bringing it up current safety standards as well as modernizing the existing facility.

Department:	Capital Improvement
Award to:	DANTEX GENERAL CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	\$2,579,000.00
Total Estimated Award:	\$2,579,000.00
Account No.:	190 - 4820 - 29090 - 580270 - PCP21FS19RENOV7
Funding Source:	Public Safety Bond
District(s):	7

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to DANTEX GENERAL CONTRACTORS, INC the highest ranked offeror.

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

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

District 7

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

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

- 32.** Discussion and action on the award of Task Order #4V-1 Leo Cancellare Pool Improvements for Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Veliz Company, LLC for a total estimated award of \$3,075,479.46.

[22-460](#)

District 8

Capital Improvement Department, Sam Rodriguez, (915) 212-1845
Purchasing and Strategic Sourcing, Claudia Garcia, (915) 212-1218

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

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

[22-461](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0391 Street Resurfacing 2022 to ZTEX CONSTRUCTION, INC., for an initial term of three hundred sixty-five (365) consecutive calendar days for an estimated total amount of \$7,900,170.00. This award also includes a one (1) term option to extend for 100% of the original contract quantities for three hundred sixty-five (365) consecutive calendar days. The total value of the contract is, including the initial term plus the option, for a total of seven hundred thirty (730) consecutive calendar days, for an estimated amount of \$15,800,340.00. The contract consists of paving project streets, alley, parking lot or other paved surfaces necessary to enhance and sustain El Paso's infrastructure Citywide. At project locations the program will provide a new asphaltic riding surface, updated pedestrian elements, and replace damaged concrete parkway structures and striping and markings

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$1,229,464.00 for the initial term, which represents a 18.43% increase due to an increase in quantities of construction resurfacing materials needed.

Department:

Capital Improvement

Award to:

ZTEX CONSTRUCTION,

INC.

El Paso, TX

Item(s):

Base Bid I

Initial Term:

365 Consecutive Calendar Days

Option to Extend:

365 Consecutive Calendar Days

Initial Term Estimated Amount:
Days)

\$7,900,170.00 (365 Consecutive Calendar

Total Estimated Amount:
Days)

\$15,800,340.00 (730 Consecutive Calendar

Funding Source: Street Resurfacing
Accounts: 532-2560-522270-32120
District(s): All

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

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

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

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

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

All Districts

Streets and Maintenance, Richard J. Bristol, (915) 212-7000
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

REGULAR AGENDA – INTRODUCTION AND PUBLIC HEARING:

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

34. An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A”, in an amount not to exceed \$25,330,000, to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized city officer or employee within certain specified parameters.

[22-440](#)

All Districts

El Paso Water, Arturo Duran, (915) 594-5549

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

35. An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code. [POSTPONED FROM 03-01-2022] [22-176](#)

All Districts

Police, Assistant Chief Peter Pacillas, (915) 212-4308

Goal 3: Promote the Visual Image of El Paso

36. An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code. [POSTPONED FROM 03-01-2022] [22-216](#)

All Districts

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

Planning and Inspections, Tony De La Cruz, (915) 212-1589

37. An Ordinance granting Special Permit No. PZST21-00018, to allow for a crematorium on the property described as Lots 6 and 7, Block 2, Golden Gate Commercial Park, 1755 Zaragoza Road, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [22-226](#)

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: 1755 Zaragoza Road

Applicant: Golden Gate Family LTD, PZST21-00018 [POSTPONED FROM 03-29-2022]

District 6

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

Planning and Inspections, David Samaniego, (915) 212-1608

38. An Ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, [22-409](#)

and to update standards of construction for streets. The Penalty is as provided in Chapter 19.42 of the El Paso City Code.

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

39. An Ordinance amending the 2025 proposed thoroughfare system, as incorporated into "*Plan El Paso*" to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.

[22-410](#)

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

Goal 8: Nurture and Promote a Healthy, Sustainable Community

40. An Ordinance amending Ordinance 011469 merging the membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council.

[22-412](#)

All Districts

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

REGULAR AGENDA - OTHER BUSINESS:

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

41. Discussion and action that the City Manager be authorized to sign a Professional Services Agreement for the project known as "Feasibility Study for the Multi-Purpose Performing Arts and Entertainment Center" to M. Arthur Gensler & Associates, Inc., a California, USA Foreign For-Profit Corporation. The Agreement will be for an amount not to exceed Seven Hundred Ninety-Eight Thousand Six Hundred Sixty-One and 00/100 Dollars (\$798,661.00). 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.

[22-450](#)

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1808

42. Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City of El Paso ("City") and Mills Plaza Properties V, LP a Texas limited partnership and Kress Tunnel, LLC a Texas limited liability company (collectively, "Applicant") in support of a development project located at 211 North Mesa Street, El Paso, Texas, 79901. The project includes the redevelopment, rehabilitation and improvement of the Kress Building as well as, pending City approval, the development and construction of a sub-surface tunnel beneath North Oregon Street. The Agreement requires the Applicant to make a minimum investment of \$18.4 million. Over the term of the Agreement,

[22-471](#)

the City shall provide economic incentives not to exceed \$2,049,000.

District 8

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

43. Discussion and action on a Resolution that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$170,330.00.

[22-472](#)

All Districts

Economic and International Development, Mirella Tamayo Craigo, (915) 212-1619

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

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

44. Discussion and action on the approval of an easement agreement between El Paso Electric Company and the City of El Paso to provide electrical services to the addition to the Westside Library located at 125 Belvidere Street.

[22-469](#)

District 7

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

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

45. Discussion and action that the City Manager, or designee, be authorized to sign an agreement for Professional Services by and between the City of El Paso, and Alta Planning + Design Inc. a California Corporation, for a project known as "Vision Zero Action Plan Consulting Services" for an amount not to exceed \$682,619.00. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

[22-451](#)

All Districts

Streets and Maintenance, Sam Rodriguez, (915) 212-1845

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

46. Discussion and action on a Resolution adopting a districting plan which establishes new Council representative district boundaries based on the 2020 U.S. Census data, to become effective immediately, and dissolving the Districting Commission, as they have completed their duties in the redistricting process per City Charter.

[22-459](#)

All Districts

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

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

EXECUTIVE SESSION

The following members of City Council will be present via video conference:

Representatives Cassandra Hernandez and Cissy Lizarraga

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

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

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Interpreter Services, you must email CityClerk@elpasotexas.gov at least 48 hours in advance of the meeting.

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

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



Legislation Text

File #: 22-439, 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.

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 Minutes of the Regular City Council Meeting of April 12, 2022, the Agenda Review Minutes of April 11, 2022, the Work Session Minutes of December 9, 2019, and the Special Meeting of February 3, 2021.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

April 12, 2022
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Cassandra Hernandez participated via videoconference. Late arrival: Cissy Lizarraga at 9:16 a.m. Alexsandra Annello requested to be excused.

INVOCATION BY EL PASO POLICE CHAPLAIN DAVID MAYFIELD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Autism Acceptance Month

Rebuilding Together El Paso's SheBuilds Program Recognition Day

NOTICE TO THE PUBLIC

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera and Lizarraga

NAYS: None

ABSENT: Representative Annello

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of March 29, 2022, the Agenda Review Meeting of March 28, 2022, and the Work Session of March 28, 2022.

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

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

*Motion made, seconded, and unanimously carried to **EXCUSE** Representative Aleksandra Anello from the Regular City Council Meeting of Tuesday, April 12, 2022.

.....
CONSENT AGENDA - RESOLUTIONS:
.....

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

3. *RESOLUTION

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

That the City Manager is authorized to sign a Concession License Agreement between the City of El Paso ("City") and 24 Hour Flower, Inc. ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

.....
4. *RESOLUTION

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

That the City Manager be authorized to sign an Event Support Contract between the City of El Paso ("City") and Consortium Productions ("CRIT") for the 2022 Sun City Crit scheduled for May 7, 2022.

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

5. *RESOLUTION

WHEREAS, on February 2, 2021 the City of El Paso ("City") awarded Contract No. 2021-0260 Modesto Gomez Park Improvements to Martinez Bros. Contracting, LLC for \$1,986,506.88 ("Vendor");

WHEREAS, the City desires to terminate the Contract without cause and for convenience, pursuant to the provisions and requirements of paragraph 6.9.2 of the Contract due to the necessity to modify the scope of work with an associated cost increase in excess of 25% of the initial contract value in violation of Texas Local Government Code Title 8 Subtitle C Chapter 271 Section 271.060(c)

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendor that the City is terminating awarded Contract No. 2021-0260 Modesto Gomez Park Improvements for convenience, pursuant to the provisions and requirements of the Contract, and that the termination shall be effective as of April 12, 2022.

6.

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

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of the Clark & Cleveland Park, located at the intersection of Clark Drive and Cleveland Avenue within the City of El Paso, El Paso County, Texas, as "Marina Rios Park"; and

THAT Fred Borrego, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, (District 3).

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

7.

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

WHEREAS, Ordinance 16090 grants the El Paso Electric Company ("El Paso Electric") a franchise to construct, reconstruct, repair, maintain, use and operate in, over, or under the present and future streets, alleys, public ways, parks, and public places of the City of El Paso, facilities for the transmission and distribution of electrical energy and broadband over power line communications services; and

WHEREAS, Ordinance 16090 also provides that the City shall have the power at any time to require El Paso Electric to change the route or position of its poles, lines, conduits or other construction at El Paso Electric's expense when the El Paso City Council shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions which the City Council shall find necessary under the lawful exercise of its police power; and

WHEREAS, City of El Paso is currently making improvements related to the Ysleta Middle School, Safe Routes to School (the "Project") which consists of the striping of buffered bicycle lanes along Elvin Way from Alameda Avenue to Victor Lane, the construction of a hike & bike trail along Independence Drive from Elvin Way to Jesuit Drive, two new mast arm school zone flasher assemblies, and upgrading school zone signs; and

WHEREAS, El Paso Electric currently has infrastructure and facilities on the Project site; and

WHEREAS, the City requires the relocation of El Paso Electric infrastructure.

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

1. That the City Council finds that the relocation of El Paso Electric improvements located on the Project site, and adjacent public areas and rights of way, is necessary for the construction and maintenance of City public improvements.
2. That in accordance with Ordinance 16090, the City of El Paso requires the El Paso Electric Company to replace existing guy wire with sidewalk anchor at the El Paso Electric Company's expense.
3. That the City Engineer is authorized, and directed to coordinate with El Paso Electric to identify the specific El Paso Electric improvements that need to be replaced to accommodate the construction of the City improvements.

.....

CONSENT AGENDA – BOARD APPOINTMENTS:

.....

Goal 8: Nurture and Promote a Healthy, Sustainable Community

.....

8. *Motion made, seconded, and unanimously carried to **APPOINT** Emma Acosta to the El Paso Housing Finance Corporation by Mayor Oscar Leeser.
-

CONSENT AGENDA – APPLICATION FOR TAX REFUNDS:

.....

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

.....

9. *Motion made, seconded, and carried to **APPROVE** the following tax refunds:
 1. Lone Star Title, in the amount of \$4,323.74 made an overpayment on January 5, 2021 of 2020 taxes. (Geo. # A520-999-0350-6100)
 2. Sierra Title Company, in the amount of \$11,621.44 made an overpayment on December 13, 2021 of 2021 taxes. (Geo. # C340-999-1760-2000)
 3. Leonardo Caro, in the amount of \$3,466.58 made an overpayment on February 28, 2022 of 2021 taxes. (Geo. # P654-999-038C-0250)
 4. Mortgage Connect, in the amount of \$4,887.23 made an overpayment on October 21, 2021 of 2021 taxes. (Geo. # T823-999-0270-0300)
 5. Tapnim Future LP, in the amount of \$27,414.30 made an overpayment on January 30, 2022 of 2021 taxes. (Geo. #V897-999-0020-3975)
 6. LNK Properties, LLC, in the amount of \$7,956.60 made an overpayment on January 4, 2022 of 2021 taxes. (Geo. # W145-999-0010-0100)
-

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

.....

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

.....

10. Recognition of the City of El Paso Environmental Services Department staff, led by Managing Director, Ellen Smyth, for their hard work, dedication and commitment to organize the 11th Annual Earth Day Celebration at the Municipal Services Center in District 7.

Representative Rivera commented.

Ms. Ellen Smyth, Managing Director of Environmental Services and Sun Metro, commented.

NO ACTION was taken on this item.

-
11. Recognition of local artist, Cesar Inostroza, for successfully and beautifully sharing the mission of the City's Environmental Services Department through his newest mural "Symbiosis" located at the Municipal Services Center in District 7.

Mayor Leeser and Representatives Svarzbein and Rivera commented.

Mr. Cesar Inostroza, artist, commented.

NO ACTION was taken on this item.

-
12. Recognition of City Manager Tommy Gonzalez for being named the 2022 E. David Spong Lifetime Achievement Award recipient by the Malcolm Baldrige Foundation.

Mayor Leeser and Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga commented.

Mr. Tommy Gonzalez, City Manager, commented.

Mr. Steven Strummer, citizen commented.

NO ACTION was taken on this item.

The Regular City Council meeting was **RECESSED** at 10:19 a.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council meeting was **RECONVENED** at 10:35 a.m.

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

-
13. The securing of the Texas Democratic Party's 2024 State Convention.

Ms. Brooke Underwood, Executive Director for Destination El Paso, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser commented and Representatives Svarzbein Hernandez, Molinar, Salcido, Rodriguez, and Rivera commented.

Mr. Tommy Gonzalez, City Manager, commented.

The following members of the public commented:

- Ms. Isela Williams
- Ms. Dora Oaxaca

NO ACTION was taken on this item.

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

14. Budget Update.

Ms. Nicole Cote, Office of Management and Budget Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Hernandez and Salcido commented.

NO ACTION was taken on this item.

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

15. Update on the state of homelessness in El Paso.

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

.....
16. Presentation and update on the AmeriCorps Retired and Senior Volunteer Program and the Foster Grandparent Program.

The following members of the Community and Human Development Department presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Ms. Nicole Ferrini, Director
- Ms. Nickole Rodriguez, Program Manager
- Ms. Sandra Serrano, Volunteer Program Coordinator
- Mr. Robert Heredia, Volunteer Program Coordinator

NO ACTION was taken on this item.

.....
CALL TO THE PUBLIC – PUBLIC COMMENT:
.....

The following members of the public commented:

1. Mr. Ron Comeau
2. Ms. Linda Senchoway
3. Mr. Pierre Andre Euzarraga
4. Mr. Colt DeMorris

A statement submitted by Richard Herrera was read into the record by Ms. Laura D. Prine, City Clerk.

.....
REGULAR AGENDA – FIRST READING OF ORDINANCES:
.....

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

AYES: Representatives Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Svarzbein

ABSENT: Representative Annello

Goal 3: Promote the Visual Image of El Paso

17. An Ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets. The Penalty is as provided in Chapter 19.42 of the El Paso City Code.
18. An Ordinance amending the 2025 proposed thoroughfare system, as incorporated into “*Plan El Paso*” to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.
-

Goal 8: Nurture and Promote a Healthy, Sustainable Community

19. An Ordinance amending Ordinance 011469 merging the membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council.
-

PUBLIC HEARING WILL BE HELD ON APRIL 26, 2022 FOR ITEMS 17 THROUGH 19

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

20. *Motion made, seconded, and unanimously carried to **DELETE** the award of Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court to Delgado Acosta Spencer Linebarger & Perez, LLP for an initial four (4) year term for an estimated amount of \$3,796,035.80. The award also includes, three (3), one (1) year options for an estimated amount of \$2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of \$6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

No contract variance

Department:

Municipal Court

Award to:

Delgado Acosta Spencer Linebarger & Perez, LLP
El Paso, TX

Item(s):

All

Annual Estimated Award:

\$949,008.95

Initial Term:

\$3,796,035.80 (4 years)

Option to Extend:

\$2,847,026.85 (3 years)

Total Estimated Award:

\$6,643,062.65 (7 years)

Account No.:

111-1000-11030-203400

Funding Source:

Collection Agency Payable

Districts(s):

All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

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

21.

R E S O L U T I O N

WHEREAS, on March 25, 2008, the City Council adopted the Neighborhood Traffic Management Program (NTMP) as the policy concerning the management of traffic within neighborhoods; and

WHEREAS, on September 17, 2018, City Council approved a revised Neighborhood Traffic Management Program; and

WHEREAS, the Streets and Maintenance Department, after presentation to City Council, wishes to make further revisions to the Neighborhood Traffic Management Program and seeks Council's approval of the proposed revisions.

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

That the City Council hereby approves the revisions to the Neighborhood Traffic Management Program as shown in the Exhibit "A"*** attached to this Resolution and directs staff to make the revisions as shown in Exhibit "A" to the existing Neighborhood Traffic Management Program.

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

Ms. Olivia Montalvo, Streets and Maintenance Lead Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Hernandez, and Rodriguez commented.

The following City staff members commented:

- Mr. Richard Bristol, Streets and Maintenance Director
- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, City Engineer

1ST MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar, to **POSTPONE** the Resolution **TWO WEEKS**.

AYES: Representatives Svarzbein and Molinar

NAYS: Representatives Hernandez, Salcido, Rodriguez, Rivera, Lizarraga

ABSENT: Representative Annello

THE MOTION FAILED.

2ND AND FINAL MOTION

Motion made by Representative Rodriguez, seconded by Representative Rivera, and carried to **APPROVE** the Resolution.

AYES: Representatives Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: Representatives Svarzbein
ABSENT: Representative Annello

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

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

22. ORDINANCE 019319
.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 16, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, 1500 JOE BATTLE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Annello

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

.....
23. ORDINANCE 019320
.....

The City Clerk read an Ordinance entitled: **AN ORDINANCE RELEASING ALL CONDITIONS PLACED ON PROPERTY BY ORDINANCE NO. 8786 WHICH CHANGED THE ZONING OF A PORTION OF LOTS 2 AND 3 AND ALL OF LOTS 4, 5, 6, 7 AND 8, AND THE EAST 10’ OF LOT 9, BLOCK 7, GOLDEN HILL ADDITION, 1519 AND 1525 GOLDEN HILL TERRACE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

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

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

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

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

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

24. ORDINANCE 019321

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III - PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO ADD PARAGRAPH 387 TO PROHIBIT PARKING ON CERTAIN PORTIONS OF SCHWARZKOPF DRIVE; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.**

Representative Svarzbein commented.

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

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, Lizarraga

NAYS: None

ABSENT: Representative Annello

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

REGULAR AGENDA – OTHER BUSINESS:

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

25. RESOLUTION

WHEREAS, on January 18, 2022, the City Council established the City of El Paso Ad Hoc Charter Advisory Committee to review and advise on potential amendments to the City Charter for the November 8, 2022 election, which began its work on February 24, 2022;

WHEREAS, on March 29, 2022, City Council directed the City Manager to admit one representative for the American Federation of State County and Municipal Employees ("AFSCME") Local 59 as an additional member of the Ad Hoc Charter Advisory Committee to be a technical advisor and to have that modification come back to council in two weeks.

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

THAT paragraph 1 of the January 18, 2022 Resolution establishing the City of El Paso Ad Hoc Charter Advisory Committee be revised to read as follows:

1. That there is hereby created a 2022 Ad Hoc Charter Advisory Committee (the "Committee") composed of nine members who are representative of the community and residents of El Paso. The Members of City Council shall each recommend one Committee member, to be appointed in the manner provided by the City Charter Section 3.7(B). That a non-voting, ex- officio member will be appointed to the Committee who is a current City employee and member of American Federation of State County and Municipal Employees ("AFSCME") Local 59.

Motion made by Representative Rodriguez, seconded by Representative Molinar, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

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

26. **ITEM:** Discussion and action on the FY 23 Community Project Funding requests to be submitted for consideration through the House Appropriations Committee process.

Ms. Lindsey Adams, Legislative Liaison, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Svarzbein commented.

Motion made by Representative Rodriguez, seconded by Representative Lizarraga, and unanimously carried to **DIRECT** the City Manager to identify and submit eligible projects for the FY23 Community Project Funding program ensuring that the projects:

- (1) align with the City's Strategic Plan goals and objectives; and
- (2) have match funding available prior to submittal.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

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

WHEREAS, on August 24, 2021, pursuant to Section 7.3 of the City of El Paso municipal code, the City Council approved the FY2022 City budget by resolution ("Budget Resolution"); and

WHEREAS, the Budget Resolution authorizes the City Manager or his designee to approve a one-time payment to non-uniformed new hires, subject to availability of funds as determined and authorized by the City Manager or his designee.

WHEREAS, the Budget Resolution authorizes the City Manager or his designee to approve employee pay increases for non-uniformed employees on the date or dates established by the City Manager subject to the availability of funding for such purposes in FY 2022.

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

1. **THAT**, the City Manager or his designee is authorized to approve a one-time payment to non- uniform new hires as part of the recruitment incentive pilot, as follows:
 - a) A \$1,000 sign-on incentive for all non-uniform, full-time, part-time, and temporary employees including police and fire trainees who are hired on or between April 10, 2022, and August 31, 2022, to be distributed as follows:
 - i. a one-time payment of \$500 at the start of employment; and
 - ii. an additional one-time payment of \$500 to be disbursed at the end of the employee's successful completion of their 6-month probationary period with no documented attendance or disciplinary issues;
 - b) This policy does not apply to the following:
 - i. Subcontractors and/or independent consultants;
 - ii. Elected Officials
 - iii. Current City of El Paso employees;
 - iv. Previous City of El Paso employees who terminated within three months of the current hire date.
 - c) The incentive recruitment pilot shall be effective from April 10, 2022, through August 31, 2022.
 - d) The sign-on incentive recruitment payment shall be paid in a pay period following the employee's having met the criteria designated in this Resolution and in accordance with the process established by the City's Human Resources Department.
 - e) Employee must be an active employee on the date of payment.
 - f) Individuals hired between April 10, 2022 and August 31, 2022 will receive \$500 after their first 30 days of employment provided there are no documented attendance or disciplinary issues.
 - g) This sign-on incentive recruitment payment will not be considered earned wages or compensation for purposes of pensionability.
 - h) This sign-on incentive recruitment payment shall be subject to the availability of funds and other management factors as determined by the City Manager.
2. **THAT**, the City Manager or his designee authorizes and approves a compensation increase for non-uniformed full-time, part-time and temporary employees as follows:
REGULAR CITY COUNCIL MEETING MINUTES APRIL 12, 2022 12

- a) This resolution hereby establishes the City's minimum wage at \$11.11 per hour. All pay ranges and job classifications will be increased accordingly.
 - b) An increase of \$0.75 per hour, or a minimum of 1.5 %, whichever is greater, for all non-uniform employees.
 - c) This increase in compensation shall be paid starting on the May 22, 2022 pay period, and in accordance with the processes established by the City's Human Resources Department.
 - d) This increase in compensation will be based on the hourly rate as of May 22, 2022 of the positions identified herein. Employees must be of active status as of May 22, 2022 to receive this pay increase; provided however, that the City Manager may approve this increase in compensation based on the availability of funds and other management factors as determined by the City Manager.
3. **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 such purpose.

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

Representatives Molinar, Salcido, and Rivera commented.

Mr. Tommy Gonzalez, City Manager, commented.

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AMEND** the Resolution to extend the recruitment incentive to Police and Fire cadets.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

2ND AND FINAL MOTION

Motion made by Representative Rodriguez, seconded by Representative Salcido, and unanimously carried to **APPROVE** the Resolution **AS AMENDED**.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

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

28.

R E S O L U T I O N

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

REGULAR CITY COUNCIL MEETING MINUTES APRIL 12, 2022 13

That the City Manager, or designee, be authorized to sign a two year On-Call Agreement for Professional Services to perform Project Management services on a task order basis between the City of El Paso and each of the following four (4) consultants:

1. Abacus Project Management, Inc.
2. Broaddus & Associates, Inc.
3. DE Corp.
4. ECM International Inc.

Each On-Call Agreement will be for an amount not to exceed One Million and No/00 dollars (\$1,000,000.00). In addition, the City Manager, or designee, 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.

Motion made by Representative Molinar, seconded by Representative Rivera, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

.....
ADJOURN
.....

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 1:26 p.m.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

ABSENT: Representative Annello

.....
APPROVED AS TO CONTENT:
.....

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
April 11, 2022
9:00 A.M.**

.....
The City Council met at the above place and date. Meeting was called to order at 9:04 a.m. Mayor Leeser present and presiding. The following Council Members answered roll call: Peter Svarzbein, Joe Molinar, Isabel Salcido, and Cissy Lizarraga. Cassandra Hernandez participated via videoconference. Late arrival: Henry Rivera at 9:05 a.m. Claudia Rodriguez requested to be excused. Alexsandra Annello was absent.

The agenda items for the April 12, 2022 Regular City Council and Mass Transit Meetings were reviewed.

.....
4. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract in an amount not to exceed \$120,000 with Consortium Productions, Inc. for the City of El Paso to host the Sun City CRIT, May 6-8, 2022.

Representative Hernandez questioned the following City and Destination El Paso staff members:

- Ms. Brooke Underwood, Executive Director
- Mr. Cary Westin, Senior Deputy City Manager

.....
Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:17 a.m.

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rivera, and Lizarraga

NAYS: None

ABSENT: Representatives Annello and Rodriguez

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
SAM MORGAN, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA ORDAZ PEREZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
CITY HALL, 300 N. CAMPBELL
COUNCIL CHAMBERS
December 9, 2019
9:05 AM

.....
The City Council met at the above place and date. Meeting was called to order at 10:01 a.m. Mayor Dee Margo present and presiding and the following Council Members answered roll call: Cassandra Hernandez, Sam Morgan, Isabel Salcido, Claudia Ordaz Perez, Henry Rivera, and Cissy Lizarraga. Late arrivals: Peter Svarzbein at 10:02 a.m. and Aleksandra Annello at 10:03 a.m.
.....

AGENDA

1. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on November 19, 2019.

- 1. Discussion and Action regarding the Revision to the City of El Paso's Debt Policy.**
 - Motion made by Representative Rivera, seconded by Representative Lizarraga and approved by Representative Morgan, Representative Lizarraga and Representative Rivera to bring the revision to City Council.
- 2. Discussion on Audit Plan Updates.**
- 3. Discussion and Action on the City of El Paso Internal Audit Charter.**
 - Motion made by Representative Lizarraga, seconded by Representative Rivera and approved by Representative Morgan, Representative Lizarraga and Representative Rivera to approve the Internal Audit Charter.
- 4. Discussion and Action on the FY2020 Annual Internal Audit Plan.**
 - Motion made by Representative Rivera, seconded by Representative Lizarraga and approved by Representative Morgan, Representative Lizarraga and Representative Rivera to approve the FY 2020 Annual Internal Audit Plan.
- 5. Discussion on Client Surveys.**

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of the items discussed at the Financial Oversight and Audit Committee meeting held on November 19,

2019.

NO ACTION was taken on this item.

2. Presentation and discussion on the use and impact of City streets by the El Paso Water Utilities and franchise fee.

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Margo and Representatives Svarzbein, Annello, Hernandez, and Rivera commented.

The following City staff members commented and answered questions:

- Mr. Tommy Gonzalez, City Manager
- Mr. Robert Cortinas, Chief Financial Officer

NO ACTION was taken on this item.

3. Presentation and discussion by Medical Center of the Americas "MCA" on their annual report on status of activities during the fiscal year, use of grant funds, and progress in the performance measures required under the agreement with the City of El Paso.

Ms. Nicole Ferrini, Community and Human Development Director, introduced the item.

Ms. Emma Schwarz, Medical Center of the Americas President and Mr. Carlos Ortega, Chief Financial Officer along with the following community partners presented a PowerPoint presentation (copy on file in the City Clerk's Office).

- Mr. Gerald Cichon, Housing Authority of the City of El Paso Chief Executive Officer
- Ms. Qin Gao, University of Texas at El Paso Post-Doctoral Researcher and Entrepreneur Lead
- Ms. Jody Casey, Elligo Health Research Vice President of Healthcare Partnerships
- Mr. Jose Gerardo, General Labels & Printing Chief Executive Officer

Mayor Margo and Representatives Svarzbein and Lizarraga commented.

NO ACTION was taken on this item.

4. Presentation and update on the Mexican American Cultural Center (MACC).

Mr. Ben Fyffe, Museums and Cultural Affairs Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein and Annello commented.

The following City staff members commented:

- Ms. Mary Helen Michaels, Downtown Library Manager
- Mr. Tommy Gonzalez, City Manager
- Mr. Sam Rodriguez, City Engineer
- Ms. Dionne Mack, Deputy City Manager

NO ACTION was taken on this item.

5.

RESOLUTION

WHEREAS, the City Council desires to approve the 2020 Capital Funding Plan that includes the projects identified in Exhibit "A"*, with an estimated cost of \$46,026,014.50; and

WHEREAS, the El Paso City Council reviewed and amended its Debt Management Policy on February 20, 2018 which sets forth the parameters for issuing new debt for the City of El Paso; and

WHEREAS, the Debt Management Policy establishes the types of bonds that may be used to fund capital improvement projects at the lowest costs possible and states that certificates of obligation are an appropriate debt instrument for certain capital projects and acquisitions at a cumulative value of \$100 million or less; and

WHEREAS, City Council desires to consider the future issuance of Certificates of Obligation to fund the acquisition and/or construction of the projects identified in the 2020 Capital Funding Plan as funded through certificates of obligation in the estimated amount of \$46,026,014.50; and

WHEREAS, the projects identified in the 2020 Capital Funding Plan includes the federally funded portfolio that require a City match that will be funded through certificates of obligation in the estimated amount of \$5,893,910.83, which includes the City's match for the Montana RTS project in the amount of \$3,904,592; and

WHEREAS, the City further intends to make certain capital expenditures with respect to the identified projects on the 2019 Capital Funding Plan as funded through certificates of obligation, prior to the issuance of the certificates of obligation and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund all or part of such reimbursement with proceeds of tax-exempt obligations, the City must declare its expectation to make such reimbursement; and

WHEREAS, El Paso City Council desires to authorize the City Manager to make all necessary budget transfers at the appropriate times for the execution of the 2020 Capital Funding Plan.

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

1. **THAT** the El Paso City Council approves the capital plan referenced as "2020

Capital Funding Plan" attached hereto as Exhibit "A", with an estimated cost of \$46,026,014.50.

2. **THAT** certificates of obligation are identified as the funding source subject to annual budgeting requirements for some of the 2020 Capital Funding Plan, estimated at a cost of \$46,026,014.50, which includes two (2) percent for the arts and up to two (2) percent for bond issuance costs.
3. **THAT** the City Manager be authorized, subject to annual budgeting requirements, to make all necessary budget transfers at the appropriate times for the execution of the 2020 Capital Funding Plan; and
4. **THAT** the City reasonably expects to reimburse capital expenditures with respect to some of the project of the 2020 Capital Funding Plan with proceeds of debt hereafter to be incurred by the City, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the projects is estimated at \$46,026,014.50.

*Exhibit available in the City Clerk's Office.

Mr. Sam Rodriguez, City Engineer, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Anello, and Rivera commented.

The following City staff members commented:

- Mr. Tommy Gonzalez, City Manager
- Mr. Robert Cortinas, Chief Financial Officer

Motion made by Representative Lizarraga, seconded by Representative Ordaz Perez and carried to **APPROVE** the Resolution.

AYES: Representatives Svarzbein, Hernandez, Salcido, Ordaz Perez, and Lizarraga

NAYS: Representatives Anello, Morgan, and Rivera

.....
The City Council Work Session was **RECESSED** at 11:54 a.m. in order to convene the Downtown Development Corporation Meeting.

The City Council Work Session was **RECONVENED** at 12:07 p.m.

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 12:08 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, Rivera, and Lizarraga

NAYS: None

Motion made by Representative Lizarraga seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 12:15 p.m. and **RECONVENE** the meeting of the City Council.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, Rivera, and Lizarraga

NAYS: None

.....
EX1. Ex Parte: City of El Paso; Supreme Court of Texas; Case #19-0022; Matter No. 17-1001-171.002 (551.071)

NO ACTION was taken on this item.

.....
EX2. City of El Paso v. Max Grossman; 8th Court of Appeals; Case #08-19-00277-CV; Matter No. 19-1001-259 (551.071)

NO ACTION was taken on this item.

.....
EX3. Max Grossman v. City of El Paso; 8th Court of Appeals; Case #08-19-00272-CV; Matter No. 17-1001-171.001.001 (551.071)

NO ACTION was taken on this item.

.....
ADJOURN

Motion made by Representative Svarzbein, seconded by Representative Hernandez and unanimously carried to **ADJOURN** this meeting at 12:16 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Morgan, Salcido, Ordaz Perez, Rivera and Lizarraga

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



CITY COUNCIL
PETER SVARZBEIN, DISTRICT 1
ALEXSANDRA ANNELLO, DISTRICT 2
CASSANDRA HERNANDEZ, DISTRICT 3
JOE MOLINAR, DISTRICT 4
ISABEL SALCIDO, DISTRICT 5
CLAUDIA L. RODRIGUEZ, DISTRICT 6
HENRY RIVERA, DISTRICT 7
CISSY LIZARRAGA, DISTRICT 8

SPECIAL CITY COUNCIL MEETING MINUTES
February 3, 2021
3:30 PM

.....
Due to the temporary suspension of Open Meetings laws due to the COVID-19 emergency this meeting was conducted via telephonic and videoconference platforms.
.....

The City Council of the City of El Paso met on the above date and time. Meeting was called to order at 3:32 p.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Anello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera, and Cissy Lizarraga.

.....
AGENDA
.....

1. **ITEM:** Discussion and action on the appointment of a candidate to fill the vacancy of Municipal Court Judge for Court # 4 resulting from the tragic passing of Ms. Lillian Blancas, the candidate who received the most votes in the general election. Fourteen candidates submitted applications; eight candidate names were submitted by City Representatives to the City Manager's office pursuant to Municipal Code Section 2.44.030.

The candidates are: Christopher Anchondo, Lauren Ferris, Elia Garcia, Enrique Holguin, Max Munoz, Alyssa Nava, Ruben Nunez, Anatasha Arditti Vance.

Ms. Lilia Worrell, Municipal Court Director, introduced the candidates.

Mayor Leeser and Representatives Svarzbein, Hernandez, Molinar, Rodriguez and Rivera commented and interviewed the candidates.

The candidates provided a synopsis of their qualifications and responded to the questions from Members of the City Council.

The following members of the public commented:

1. Mr. Rene Rodriguez
2. Ms. Christina Klaes
3. Ms. Deanna Maldonado

Motion made by Representative Hernandez, seconded by Representative Lizarraga and carried to **APPOINT** Enrique Holguin to fill the vacancy of Municipal Court Judge for Court # 4.

AYES: Representatives Svarzbein, Annello, Hernandez, Salcido, Rodriguez, and Lizarraga

NAYS: Representatives Molinar and Rivera

2. **ITEM:** Discussion and action on the appointment of two candidates to fill two Part Time On-Call Associate Judge vacancies. Six candidates submitted applications and six candidate names were submitted by City Representatives to the City Manager's office. These positions serve as substitutes for the elected Municipal Court trial judges at trial and other court hearings; they preside over arraignments; they serve as magistrates on graveyard shifts.

The candidates are: Steve Fischer, Elia Garcia, Seth Howards, Alyssa Nava, Sandra Rubio*, Anatasha Arditti Vance.

Ms. Lilia Worrell, Municipal Court Director, introduced the candidates.

Mayor Leeser commented.

* Ms. Laura D. Prine, City Clerk, stated that Ms. Sandra Rubio had withdrawal her application.

The following candidates provided a synopsis of their qualifications.

1. Mr. Steve Fischer
2. Mr. Seth Howards

1ST MOTION

Motion made by Representative Hernandez, seconded by Representative Annello, and unanimously carried to **RETIRE** into **EXECUTIVE SESSION** at 5:10 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551-071 – 551.089 to discuss the following:

551.074 PERSONNEL MATTERS

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

2ND MOTION

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **ADJOURN** the Executive Session at 5:54 p.m. and **RECONVENE** the meeting of the City Council at which time motions were made.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

3RD MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and carried to **APPOINT** Steve Fischer as a Part Time on-Call Associate Judge for the first vacancy.

AYES: Representatives Svarzbein, Anello, Hernandez, Salcido, Rodriguez, and Lizarraga

NAYS: Representatives Molinar and Rivera

4TH AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Lizarraga, and unanimously carried to **APPOINT** Anatasha Arditti Vance as a Part Time on-Call Associate Judge for the second vacancy.

.....
ADJOURN

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Anello and unanimously carried to **ADJOURN** this meeting at 6:01 p.m.

AYES: Representatives Svarzbein, Anello, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-491, Version: 1

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

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 #: 22-452, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block I, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,145,000.00.

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

DEPARTMENT: Aviation

AGENDA DATE: April 26, 2022

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

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

This is a Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,145,000.00.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval to lease the subject property to B.H. Zane Grey Butterfield, LLC. The subject property is located in the El Paso International Airport's Butterfield Industrial Park. The improvements were acquired by the Airport by abandonment by the previous tenant. The property will be repaired and remodeled to accommodate industrial and office uses.

PRIOR COUNCIL ACTION:

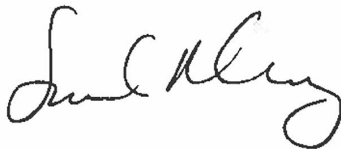
None – this is a new tenant

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A



DEPARTMENT HEAD:

Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property:

A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas

with a 40 year initial term and one option to extend for ten years.

Dated this ____ day of _____ 2022.

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:



Samuel Rodriguez, P.E.
Director of Aviation

4 & 6 BUTTERFIELD TRAIL BLVD. LEASE AGREEMENT

El Paso International Airport El Paso, Texas

B.H. ZANE GREY BUTTERFIELD, LLC

Lessee

April 28, 2022
Effective Date

4 & 6 BUTTERFIELD TRAIL BLVD. LEASE AGREEMENT

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ATTACHMENTS

EXHIBIT “A” - Property Description & Metes and Bounds of Premises

EXHIBIT “B” – Declaration of Restrictions and Covenants

4 & 6 BUTTERFIELD TRAIL BLVD. LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso (the "City" or "Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

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

A 5.0234 acres parcel portion of all of Lot 2 and a portion of Lot 2B, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," as filed in Volume 56, Page 71 El Paso County Plat Records, consisting of approximately 218,818.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 4 and 6 Butterfield Trail Blvd., El Paso, Texas and more particularly described by **Exhibit "A"**, which is attached hereto and by this reference made a part hereof ("Premises") for all purposes.

1.02 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.03 Conditions.

The granting of this Lease and its acceptance by Lessee is conditioned upon the covenant that the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their

authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

1.04 Habendum and Title Warranty.

Lessor warrants owns the Premises together with all building, structures, improvements and fixtures with every right, privilege, hereditament and appurtenance belonging or appertaining to it free and clear of all liens, claims and encumbrances.

ARTICLE II - TERM OF LEASEHOLD

2.01 Term.

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of forty (40) years ("Initial Term"), commencing on April 28, 2022 ("Effective Date") and ending on April 28, 2062, unless sooner terminated pursuant to this Lease.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one (1) additional term of ten (10) years by notifying Lessor in writing of Lessee's election at least one (1) year prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times (150%) the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE III - RENT

3.01 Rent.

- A. Lessee shall pay to Lessor, without notice or demand and without deduction or set-off, Base Rent and Additional Rent (collectively, "Rent") for the Premises.
- B. Base Rent shall be as follows:
 - (1) Land Rent: \$84,000.00 per annum; \$7,000.00 monthly, payable in equal monthly installments on or before the first day of the month during the Term; and

- (2) Building/Facility Rent: \$1,145,000.00, paid in a lump sum prior to the Effective Date on April 28, 2022.

3.02 Adjustment of Land Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, including the value of the Lessor owned improvements located on the premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.

- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, including the value of the Lessor owned improvements located on the premises. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.03 Reserved.**3.04 Unpaid Rent, Fees and Charges.**

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the twentieth (20th) day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate."). In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.

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

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

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

3.06 Reserved.**ARTICLE IV - OBLIGATIONS OF LESSOR****4.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE**5.01 Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and any buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises (collectively, the "Improvements") in a good state of repair at all times;

- B. Pay any and all taxes assessed against the Premises, Improvements located on the Premises, Lessee's interest in the Premises and Improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or Improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

- A. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain Improvements on the Premises in accordance with the Declaration and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any Improvements thereon. In addition, Lessee agrees, if required, it will remove all Improvements placed thereon by the Lessee ("Lessee Improvements"), in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

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

B. Environmental Laws.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean (a) all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like; or (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- (3) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law.

Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or Release or discharge from the Premises or any Improvements thereon

caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, Improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any Improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any Improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not, on its own, an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (4) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any Improvements thereon or permitted by Lessee results in any contamination of the Premises or any Improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any Improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any Improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any Improvements thereon or the surrounding property.
- (5) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any Improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third

parties which is related to environmental contamination of the Premises or the Improvements thereon or the surrounding property.

- (6) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (7) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
- (8) Fuel storage tanks are not allowed on the Premises.
- (9) Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section 5.03(C) shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X herein below, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.
- (10) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (11) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Lessee Improvements

- A. Lessee shall have during the Term the right to construct or make structural alterations to any building or other structure now or hereafter on the Premises as Lessee Improvements, to be permitted and built in compliance with all applicable federal state and local laws, regulations, and Lessor rules, including any applicable

Federal Aviation Administration ("FAA") regulations, only with the prior express written approval of Lessor which shall not be unreasonably withheld. Lessee shall be responsible for all approvals, permits, licenses, and fees necessary to complete such Lessee Improvements.

- B. Lessee agrees to pay, when due, all sums that may become due for any labor, services, materials, supplies, furnishings, machinery and equipment furnished to or for Lessee in, upon, or about the Premises or the Airport. Lessee shall keep the Leased Premises free and clear of any liens and encumbrances arising or growing out of Lessee use and occupancy of the Premises (including without limitation Improvements made thereto and repair and maintenance completed therein) or activities at the Airport. If a lien is filed against the Premises, Lessee shall immediately, at its expense, bond such lien in accordance with applicable laws, or otherwise cause such lien to be discharged in a manner acceptable to Lessor. If Lessee shall fail to do so, Lessee may, at its option and at Lessee's expense, bond such lien or otherwise cause it to be discharged.
- C. Lessor retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace exceeding the height of any existing structures, trees or other objects on the Premises; to assure compliance with obstruction clearance requirements; and to remove from said airspace at Lessee's expense, or at the sole option of Lessor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee's property for the above purposes.
- D. Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such Improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such Improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of Improvements or any plans, specifications and working drawings for Lessee's removal of Improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) and shall provide such in electronic files drawings of the construction signed and sealed

by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

- A. Lessee shall landscape the Premises and keep the Improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements at the Airport. The exterior finish on the Improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such Improvements to a standard comparable to similar improvements at the Airport. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process. Lessee shall have 365 days to from the Effective Date to comply with this provision due to the current condition of the Premises.
- B. Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements at the Airport. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice and if Lessee is unable to show that it has made diligent efforts to commence the work, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.
- C. Lessee shall not remove any of its Improvements from the Premises or waste or destroy said Improvements. Any personal property placed or installed by Lessee in the Premises shall remain the property of Lessee during the Term.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

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

5.09 Permitted Uses.

Lessee may use the Premises only for uses permitted under zoning and Covenants and Restrictions (the "Permitted Use", in accordance with all applicable laws. In conjunction with Lessor's use of the Premises, Lessor shall not: (a) cause substantial noise, vibration, fumes, debris, electronic

interference, or other nuisance on or adjacent to the Premises; (b) create any condition that is a safety hazard; or (c) interfere in any way with Airport operations. In addition, without limiting the generality of any other provision of this Lease, Lessee shall not, without the Lessor's written consent: (u) provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, other than the Permitted Uses; (v) operate any automobile or vehicle rental business; (w) operate any airline flight kitchen or other facilities providing meal services to aircraft crews or passengers or the public (non-aircraft); (x) offer lodging facilities; or (y) use any portion of the Premises for parking for passengers or customers of the Airport.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed provided that Lessee was permitted to participate in the due process for administration of the violation. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Relocation of Premises. Upon at least twenty-four (24) months' prior Notice to the Lessee, Lessor may relocate, at Lessor's expense, all of Lessor's facilities located on the Premises and the Improvements constructed thereon. Except as otherwise agreed between the parties, the Improvements to be constructed by Lessor on the relocated Premises will be of equal or better quality and utility. Lessor agrees to use all reasonable efforts to minimize interference with Lessee's operations at the Premises in connection with any such relocation; provided that, Lessee shall continue to be able to operate at either the Premises, the relocated premises (or, at Lessee's option, a combination of the two), without material interference. Provided however that if any such relocation materially impairs or interferes with Lessee's, sublessee's, or assignee's, in the sole discretion of Lessee, use of the Premises, Lessee will have the option to terminate the Lease at the end twenty-four (24) months.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all Improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such Improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and Improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

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

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

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

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

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

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED

DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

**ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the Improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the Improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty not caused directly or intentionally by Lessee but materially impairing Lessee's use of the Premises, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, in which case Lessee agrees that the following provisions shall apply: 1) Lessee shall return the Premises free and clear of all Improvements (both above and below ground level), rubble and trash; 2) upon Lessee's return of the Premises to Lessor, there shall be no environmental issues on the Premises, as evidenced by a Phase 2 environmental study; 3) Lessee shall pay ground rental for 180 days after the Premises is cleaned in accordance with this paragraph in order to allow Airport the time to secure another tenant. If Lessee elects to cancel this Lease under this provision, there shall be no refund to Lessee for the prepayment of Rent on the Improvements. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessee. Land rents payable under this Lease shall be prorated and paid to the date of such cancellation.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning

agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - (1) The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - (2) The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - (3) The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- F. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- G. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

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

- A. Notice of Intended Taking;

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

8.03 Rights of Parties during Condemnation Proceeding.

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

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

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

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

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

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect;

provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage and such mortgage shall be used for the purposes of making improvements to the Premises. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;

- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- F. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- G. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- H. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

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

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 Cancellation.

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;

- E. Be in violation of any local, state, or federal laws rules or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Lessor any subleases of the Premises, or any improvements thereon and, upon request of Lessor, Lessee shall furnish Lessor with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Lessor updated information whenever said sublessees information changes.

10.06 Landlord's Lien.

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

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located at the Airport similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

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

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

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

11.03 Time Is of the Essence.

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

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
LESSEE:	B.H. Zane Grey Butterfield, LLC 11111 Santa Monica Blvd, Ste. 600 Los Angeles, CA 90025	

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

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

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

11.07 General Civil Rights Provision.

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

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

11.10 FAA Order 1400.11.

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

- A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.
- C. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]
- D. During the term of this Lease, Lessee for itself, its assignees, and successors in interest, as a part of the consideration hereof, agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).
- E. B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

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

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

11.13 Agreement Made in Writing.

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

11.14 Paragraph Headings.

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

11.15 Severability.

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

11.16 Successors and Assigns.

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

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06 for two years.

11.20 Force Majeure.

It is expressly agreed and understood by the parties to this Lease that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, outbreak of hostilities, epidemic, acts of terrorism, strike, severe weather or other casualty or court injunction, the party so obligated or permitted shall be excused from doing or performing same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period of time such party was reasonably delayed.

11.21 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.22 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the

expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.23 Authorization to Enter Lease.

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

11.24 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signatures begin on following page)

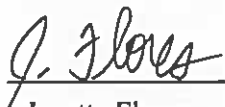
LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2022.

LESSOR: CITY OF EL PASO

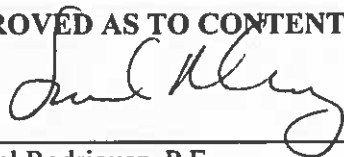
Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

EXHIBIT "A"



ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **(4 AND 6 BUTTERFIELD TRAIL BLVD.)**

A 5.0234 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as all of Lot 2 and a portion of Lot 2B, Block 1, Butterfield Trail Industrial Park Unit One Replat "A", as filed in Volume 56, Page 71 El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a city monument found at the right-of-way centerline intersection of Butterfield Trail Boulevard (140 feet wide) and Zane Grey Street (90 feet wide); **WHENCE**, a city monument found at the right-of-way centerline intersection of said Zane Grey Street and Leigh Fisher Boulevard (120 feet wide) bears, South 02°12'13" West (South 00°59'34" West-record), a distance of 2,151.28 feet (2,151.20 feet-record); **THENCE**, leaving the intersection of said Butterfield Trail Boulevard and Zane Grey Street and following the centerline of said Butterfield Trail Boulevard, North 87°47'47" West (North 89°00'26" West-record), a distance of 80.00 feet; **THENCE**, leaving the centerline of said Butterfield Trail Boulevard, South 02°12'13" West, a distance of 70.00 feet to a 1/2 inch rebar found on the south right-of-way line of said Butterfield Trail Boulevard for the beginning of a non-tangent curve to the right and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the south right-of-way line of said Butterfield Trail Boulevard along the arc of said non-tangent curve to the right having a radius of 35.00 feet, a central angle of 90°00'00", an arc length of 54.98 feet and whose long chord bears South 42°47'47" East (South 45°59'34" East-record), a distance of 49.50 feet to a 1/2-inch rebar with survey cap No. "TX 6223" set on the west right-of-way line of said Zane Grey Street for a point of tangency;

THENCE, following the west right-of-way line of said Zane Grey Street, South 02°12'13" West (South 00°59'34" West-record), a distance of 420.00 feet to a 5/8-inch rebar with busted survey cap found for the southeast corner of parcel herein described;

THENCE, leaving the west right-of-way line of said Zane Grey Street, North 87°47'47" West (North 89°00'26" West-record), a distance of 481.50 feet to a 1/2-inch rebar found on the east line of a Platted Railroad Right-of-Way (33.5 feet wide) for the southwest corner of parcel herein described;

THENCE, following the east line of said Platted Railroad Right-of-Way, North 02°12'13" East (North 00°59'34" East-record), a distance of 455.00 feet to a 1/2-inch rebar found on the south right-of-way line of said Butterfield Trail Boulevard for the northwest corner of parcel herein described;

THENCE, leaving the east line of said Platted Railroad Right-of-Way and following the south right-of-way line of said Butterfield Trail Boulevard, South 87°47'47" East (South 89°00'26" East-record), a distance of 446.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 5.0234 acres (218,818.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983 (NAD 83) (2011), determined via the El Paso County Virtual Reference Station (VRS) Network


Aaron Alvarado, TX R. P. L. S. No. 6223

Date: April 13, 2022

05100-124-4 AND 6 BUTTERFIELD TRAIL BLVD-DESC



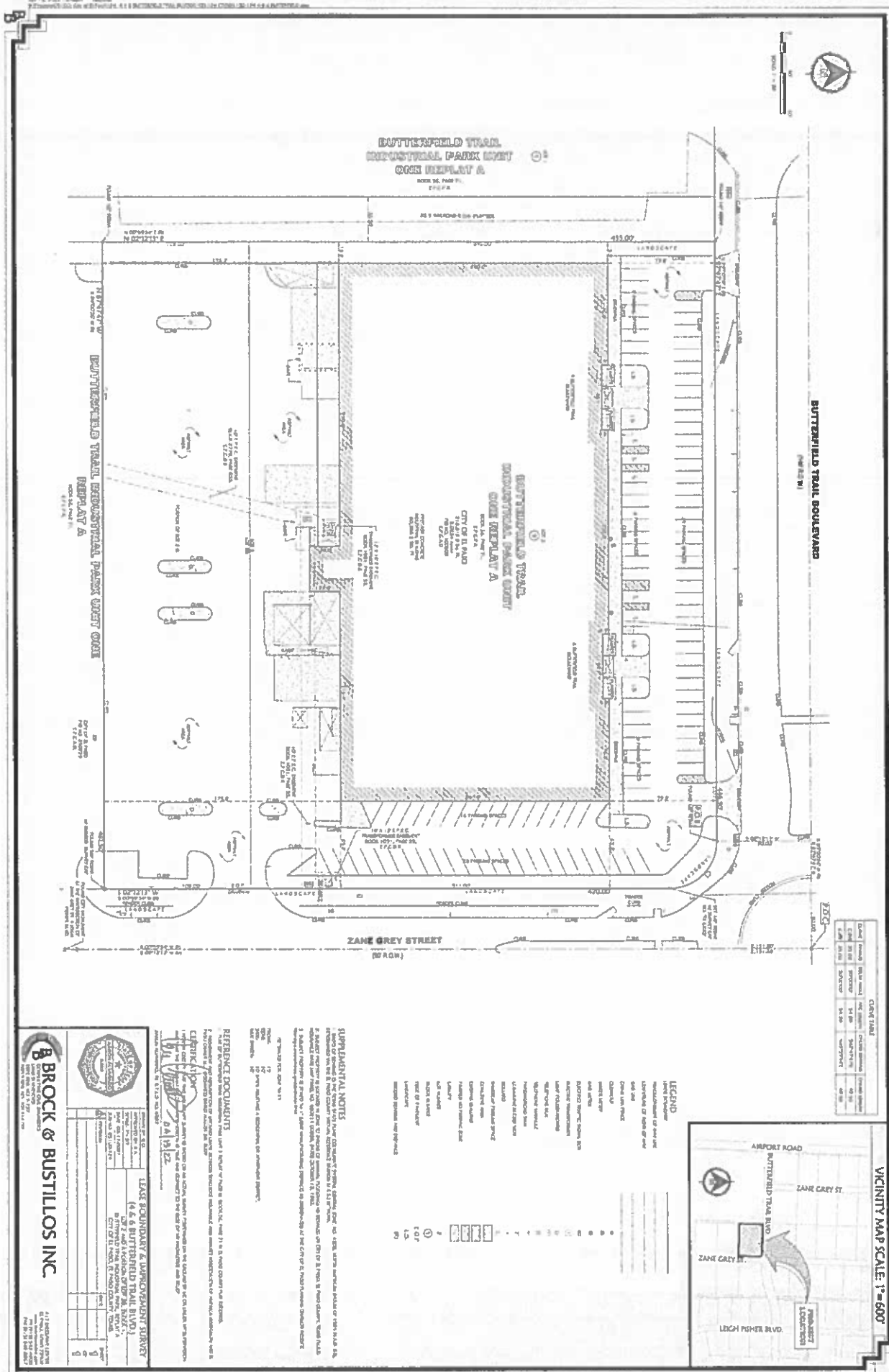


EXHIBIT "B"

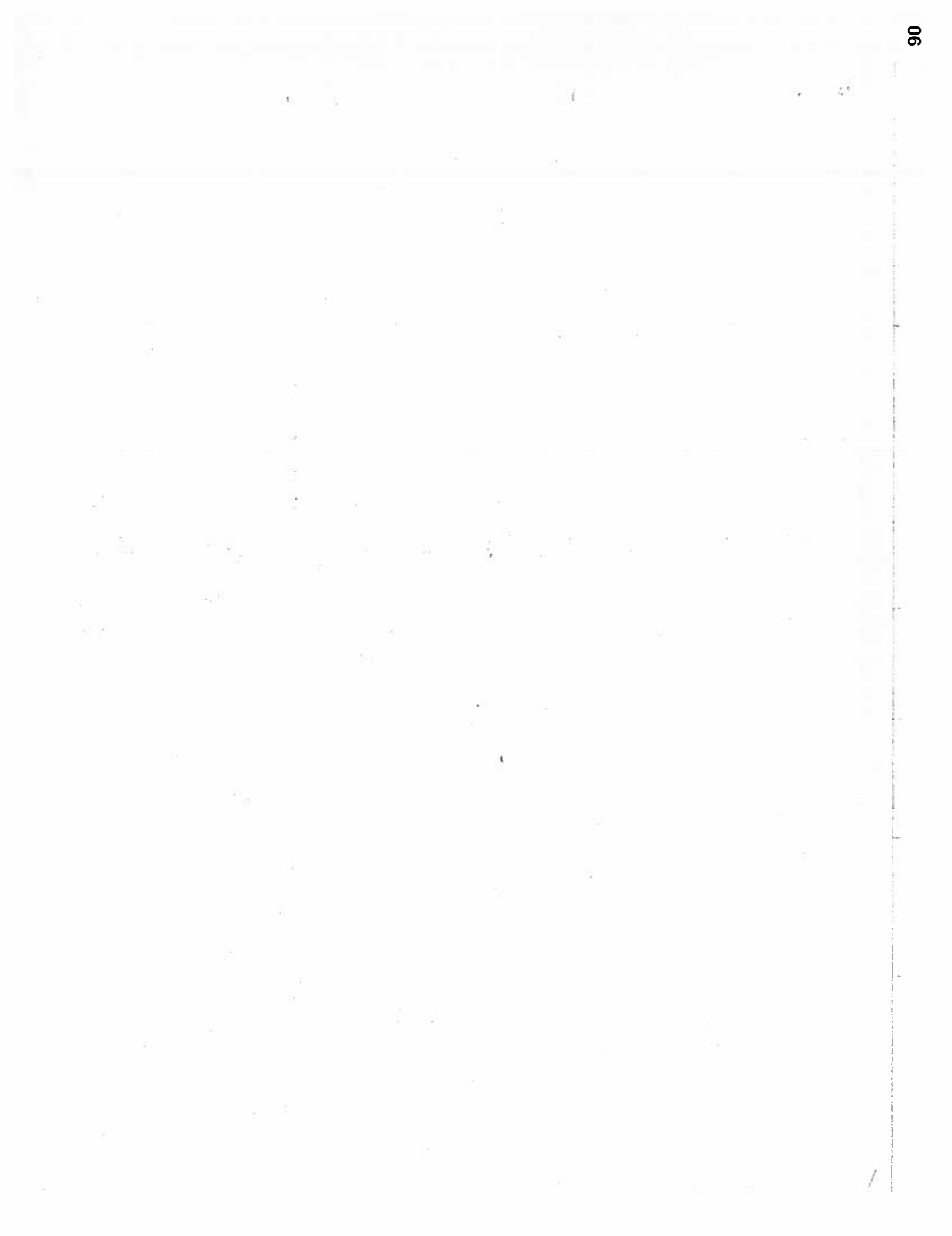
EXHIBIT

DECLARATION OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport
El Paso, Texas

EXHIBIT

Revised: 5/02/94



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DECLARATIONS OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this _____ day of _____,
19__, by the CITY OF EL PASO, a political subdivision of the State
of Texas, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas,
hereinafter referred to as the "Airport"; and

WHEREAS, the Airport has within its physical boundary certain
real property intended for the establishment of a desirable
industrial environment for certain manufacturing and industrial
uses and, under statutory authority, for certain manufacturing and
merchandise manipulation to encourage and expedite foreign trade,
and known as Butterfield Trail Industrial Park, hereinafter
referred to as the "Property"; and

WHEREAS, the Butterfield Trail Industrial Park has been
designated as a Foreign-Trade Zone, thereby permitting foreign
trade activities to occur on any Lot in the Property; and

WHEREAS, to establish a general plan for improving and
developing the Property and to use the Property as a Foreign- Trade
Zone, the Declarant desires to subject the development of the
Property to certain conditions, restrictions, and covenants on
which the entire Property and Improvements thereto shall be bound;

WHEREAS, the Declarant desires to subject the development of
said Property to certain conditions, restrictions, and covenants to

ensure the development of a desirable environment for said activities, and to ensure that said development will be compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics;

NOW, THEREFORE, the Declarant hereby declares that (except to the extent compliance with this revised Declaration of Restrictions and Covenants would cause undue hardship or expense for a Tenant with respect to leasehold improvements and activities undertaken by him prior to the effective date of this instrument in conformity with the Restrictions and Covenants incorporated in his lease) the Property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said Property, each and all of which shall inure to and pass with each and every lot on said Property, and each and all of which shall apply to and bind the respective successors in interest of said Property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on El Paso International Airport in El Paso County, El Paso, Texas, and is known as the Butterfield Trail Industrial Park and Foreign-Trade Zone No. 68.

ARTICLE 2
DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 AIRPORT BOARD: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 AIRPORT MANAGER: The Manager of El Paso International Airport.

2.03 BUILDING: The main portion of any building located on a Lot or Lots and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 BUILDING COVERAGE: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 BUILDING SITE: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 CITY: The City of El Paso, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 DECLARANT: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 FOREIGN-TRADE ZONE: The use of any or all Lots or any part thereof in the Butterfield Trail Industrial Park for Industrial Operations or other activities that comply with the U. S. Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U. S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.

2.10 FRONT LOT LINE: The property line that faces a Street. On corner Lot or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.11 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavation, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.12 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically prohibited except as otherwise permitted herein with respect to the commercial support areas.

2.13 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Butterfield Trail Industrial Park as specifically provided herein.

2.14 LOT: One of the numbered parcels on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.15 REAR LOT LINE: The property line generally paralleled to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.16 SETBACK: The distance a Building must be set back from the property line of a Lot.

2.17 STREET: Any street, highway, or other thoroughfare shown on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.18 TENANT: Any person, firm or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. All Blocks and Lots in the Butterfield Trail Industrial Park, except as Specified in Paragraph 3.01(B):

1. Unless specifically prohibited as herein defined, any Industrial Operation shall be permitted. In addition, if approved by the U. S. Customs Service

or other federal agency having jurisdiction, any Industrial Operation or activity complying with the Foreign-Trade Zone Act Regulations (Title 15, Code of Federal Regulations) shall be permitted.

All industrial processes shall be carried out entirely within facilities so designed to prevent any nuisance as defined in Paragraph 3.04 to adjacent Lots. An exception shall be made during periods when equipment breaks down in such a manner to make it evident that it was not reasonably preventable.

2. General permitted industrial classifications are as follows: research and light industry, industrial support, and medium and heavy industry, warehousing, and wholesaling.
3. Administrative and professional office use shall be permitted.

B. Lots 1 through 5, Block 3, Block 4 and Block 6 and such other blocks or Lots that may be designated by the Declarant in future stages of the Butterfield Trail: Unless specifically prohibited as herein defined, the following Industrial Park Commercial Support activities shall be permitted:

1. Restaurants, including fast food establishments;
2. Offices;
3. Day-care centers;
4. Banks or banking facilities;

5. Printing, reproduction, and photographic services for Industrial Operations;
6. Office and graphics supplies;
7. Commercial exercise clubs; and
8. Self-service gas stations.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential, retail commercial except as permitted in Paragraph 3.01(B); trailer courts; labor camps; junkyards; mining and quarrying; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering, stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

- Hazardous activities
- Vibration or shock
- Noise
- Smoke, dust, odor, or other forms of air pollution
- Heat or glare
- Electronic or radio interference
- Illumination
- Liquid or solid refuse or waste
- Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises.

A. Hazardous Activities: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. Vibration or Shock: No vibration or shock perceptible to a persons of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. Noise: No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmosphere pollutant shall be conducted within a completely enclosed Building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.

3. The emission of odors that are detectable at any point beyond the property line of any Lot or Lots shall not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standards shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to

10 foot candles or 0.1 lumens per square foot per open areas or surfaces visible at the property line.

4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any other governmental agency having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

3.05 SECURITY: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U. S. Customs Service or other federal agencies having jurisdiction.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setback: Setbacks from Front Lot Lines shall be a distance equal to twenty percent (20%) of the length of the

Building or two hundred percent (200%) of the height of the Building, whichever is greater, from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped if no visitor parking is provided in the Front Setback areas. If visitor parking is provided in the front Setback area, an area equivalent to twenty percent (20%) of the Front Setback shall be landscaped. All Buildings shall be set back a minimum of twenty-five (25) feet from the Front Lot Line. If the Tenant's Lot or Lots front on more than one Street, the front Setback shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted.

B. Side Setbacks: Side Setbacks shall be a minimum of thirty (30) feet, and up to fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setback: Rear Setback shall be forty (40) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere

with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in

accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successors standards thereto. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days of the date the certificate of occupancy is filed on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraphs 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other Lots on the same block. All landscaping shall be maintained in a sightly and well kept condition.

Lessee shall landscape only in accordance with a plan submitted to and approved in writing by the Declarant or its authorized agent prior to any development. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shurbs, and information regarding other customary landscape treatment for the entire applicable site, in accordance with such approved plans and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the

Declarant or its authorized agent.

A. Landscaping Standards: It is the intent of the Declarant to obtain high quality landscaping throughout the Property which is the subject of this Declaration. If lessee should fail, in the sole and final judgment of Declarant, to maintain landscaping consistent with Declarant's intent, Declarant may, at its option, do such maintenance work as it deems advisable, and the actual cost of labor and materials multiplied by 1.25 shall be added to the next monthly rental payment of lessee as an additional charge.

The following requirements shall apply:

1. All street setback areas shall be landscaped except those areas approved for walkways, driveways and parking.
2. All areas in site setbacks shall be fully landscaped, except for area approved to be paved.
3. Desert planting, defined as native desert plants set in ground cover of boulder, pebbles, sand or landscape shall not comprise more than fifty percent (50%) of any given landscaped setback area.
4. The lessee shall landscape and maintain unpaved areas between the curb and the setback lines. The first ten (10) feet of setback from street property lines shall be used exclusively for landscaping except where driveways bisecting the required landscape area occur.
5. Complete landscape and sprinkler plans are required for review. Specifications should indicate soil treatment and preparation.

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments or successor standards thereto.

A. AIRPORT GRAPHICS STANDARDS: It is the intent of the Declarant that all signs be uniform and limited to specified graphic guidelines.

No billboards, flashing lighting or advertising sign shall be permitted on any site within the Property. Only signs identifying the name, business and products of the person or firm occupying the premises and those offering the premises for sale or lease will be permitted.

Only one (1) sign of approved design shall be permitted on the front setback line and one (1) sign may be attached to the side of a building which faces a public street.

Design and construction of signs shall be approved in writing by the Declarant or its authorized agent after review by the Architectural Review Committee with respect to size, design and color. Signs shall also conform to local building codes as well as regulations of the FAA.

Multiple occupancy building signs may be approved on a case-by-case basis by the Declarant or its authorized agent after review by the Architectural Review Committee.

B. COMMERCIAL SUPPORT AREAS: Signs within the Commercial Support areas shall be limited in height to seven (7) feet, and in space to no more than four (4) square feet. All signs in the Commercial Support area shall be uniform. No signs shall be affixed to or otherwise placed on a building in a Commercial Support area except immediately adjacent to a door and of a style acceptable to Declarant or its authorized agent.

4.05 PARKING AREAS: Adequate offstreet parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREAS: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisance.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely

screening such areas from view of adjoining Lots or public Streets or both.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of the Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots or public Streets or both.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of fifty (50) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE: Buildings shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

B. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA where applicable.

C. Final Approval By Declarant: Final approval of the compatibility of any Improvement with the overall architectural

character of the Butterfield Trail Industrial Park shall remain with the Declarant. Construction shall not commence before the Declarant has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. Building Materials: All Buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval of the Airport Manager based upon the favorable recommendation of the Airport Architectural Review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curblane.

C. Accessory Buildings, Enclosures, and Fences: Accessory

Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.

E. Approval by Airport Manager: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipes, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant or its authorized agent and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities

shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the Declarant or its authorized agent within the time schedule determined:

A. Topographic, Grading, Drainage, Utility and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plan: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials or paint or both or other coating colors to be used on the exterior of all improvements that are visible from any point on any Lot line. The Declarant reserves

the right through its authorized agent to approve all said materials or colors or both and further reserves the right to suggest alternative materials or colors or both that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U. S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

5.02 FORMS AND CONTENT OF PLANS: The Declarant may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping, and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and

specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed

within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or his authorized agent grants written extension of such approval. After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions in that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or his authorized agent in writing. The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as

herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or his authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that his Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All expenses incurred in this action shall be payable by the Tenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures

thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.


7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single industrial activity for single Tenant, (3) in the Industrial Park Commercial Support areas, and (4) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS: Such use and occupancy permits as may be required by the Building Code of City shall be maintained in force at all times by each Tenants.

IN WITNESS WHEREOF, THE CITY OF EL PASO, the Declarant, has caused its name to be hereunto subscribed this 5th day of February, 1985.

ATTEST:

CITY OF EL PASO, TEXAS


City Clerk


Mayor

APPROVED AS TO CONTENT:


Airport Manager

APPROVED AS TO FORM:


Assistant City Attorney



Legislation Text

File #: 22-453, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0681 acres parcel portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,440,000.00.

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

DEPARTMENT: Aviation

AGENDA DATE: April 26, 2022

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

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

This is a Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property: A 5.0681 acres parcel portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$84,000. The rent fee for the building will be a lump sum in the amount of \$1,440,000.00.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval to lease the subject property to B.H. Zane Grey Butterfield, LLC. The subject property is located in the El Paso International Airport's Butterfield Industrial Park. The improvements were acquired by the Airport by abandonment by the previous tenant. The property will be repaired and remodeled to accommodate industrial and office uses.

PRIOR COUNCIL ACTION:

None – this is a new tenant

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A



DEPARTMENT HEAD:

Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. Zane Grey Butterfield, LLC ("Lessee") regarding the following described property:

A 5.0681 acres parcel portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas

with a 40 year initial term and one option to extend for ten years.

Dated this ____ day of _____, 2022.


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:



Samuel Rodriguez, P.E.
Director of Aviation

9 ZANE GREY STREET LEASE AGREEMENT

El Paso International Airport El Paso, Texas

B.H. ZANE GREY BUTTERFIELD, LLC

Lessee

April 28, 2022
Effective Date

9 ZANE GREY STREET LEASE AGREEMENT

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EXHIBIT “A” - Property Description & Metes and Bounds of Premises

EXHIBIT “B” – Declaration of Restrictions and Covenants

9 ZANE GREY STREET LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso (the "City" or "Lessor") and B.H. Zane Grey Butterfield, LLC.

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

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

A 5.0681 acres parcel as a portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A," as filed in Volume 56, Page 71 El Paso County Plat Records, consisting of approximately 220,768.6 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 9 Zane Grey Street, El Paso, Texas

1.02 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.03 Conditions.

The granting of this Lease and its acceptance by Lessee is conditioned upon the covenant that the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

1.04 Habendum and Title Warranty.

Lessor warrants owns the Premises together with all building, structures, improvements and fixtures with every right, privilege, hereditament and appurtenance belonging or appertaining to it free and clear of all liens, claims and encumbrances.

ARTICLE II - TERM OF LEASEHOLD**2.01 Term.**

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of forty (40) years ("Initial Term"), commencing on April 28, 2022 ("Effective Date") and ending on April 28, 2062 unless sooner terminated pursuant to this Lease.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one (1) additional term of ten (10) years by notifying Lessor in writing of Lessee's election at least one (1) year prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times (150%) the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE III - RENT**3.01 Rent.**

- A. Lessee shall pay to Lessor, without notice or demand and without deduction or set-off, Base Rent and Additional Rent (collectively, "Rent") for the Premises.
- B. Base Rent shall be as follows:
 - (1) Land Rent: \$84,000.00 per annum; \$7,000.00 monthly, payable in equal monthly installments on or before the first day of the month during the Term; and
 - (2) Building/Facility Rent: \$1,440,000.00, paid in a lump sum prior to the Effective Date on April 28, 2022.

3.02 Adjustment of Land Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, including the value of the Lessor owned improvements located on the premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a

similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, including the value of the Lessor owned improvements located on the premises. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.03 Reserved.

3.04 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the twentieth (20th) day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate."). In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.

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

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

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

3.06 Reserved.**ARTICLE IV - OBLIGATIONS OF LESSOR****4.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE**5.01 Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and any buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises (collectively, the "Improvements") in a good state of repair at all times;

- B. Pay any and all taxes assessed against the Premises, Improvements located on the Premises, Lessee's interest in the Premises and Improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or Improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

- A. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain Improvements on the Premises in accordance with the Declaration and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any Improvements thereon. In addition, Lessee agrees, if required, it will remove all Improvements placed thereon by the Lessee ("Lessee Improvements"), in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

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

B. Environmental Laws.

- (1) “Environmental Laws” means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) “Hazardous Material” shall mean (a) all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like; or (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste. “Release” shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- (3) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law.

Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or Release or discharge from the Premises or any Improvements thereon

caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, Improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any Improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any Improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not, on its own, an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (4) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any Improvements thereon or permitted by Lessee results in any contamination of the Premises or any Improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any Improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any Improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any Improvements thereon or the surrounding property.
- (5) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any Improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third

parties which is related to environmental contamination of the Premises or the Improvements thereon or the surrounding property.

- (6) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (7) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
- (8) Fuel storage tanks are not allowed on the Premises.
- (9) Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section 5.03(C) shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X herein below, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.
- (10) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (11) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Lessee Improvements

- A. Lessee shall have during the Term the right to construct or make structural alterations to any building or other structure now or hereafter on the Premises as Lessee Improvements, to be permitted and built in compliance with all applicable federal state and local laws, regulations, and Lessor rules, including any applicable

Federal Aviation Administration (“FAA”) regulations, only with the prior express written approval of Lessor which shall not be unreasonably withheld. Lessee shall be responsible for all approvals, permits, licenses, and fees necessary to complete such Lessee Improvements.

- B. Lessee agrees to pay, when due, all sums that may become due for any labor, services, materials, supplies, furnishings, machinery and equipment furnished to or for Lessee in, upon, or about the Premises or the Airport. Lessee shall keep the Leased Premises free and clear of any liens and encumbrances arising or growing out of Lessee use and occupancy of the Premises (including without limitation Improvements made thereto and repair and maintenance completed therein) or activities at the Airport. If a lien is filed against the Premises, Lessee shall immediately, at its expense, bond such lien in accordance with applicable laws, or otherwise cause such lien to be discharged in a manner acceptable to Lessor. If Lessee shall fail to do so, Lessee may, at its option and at Lessee’s expense, bond such lien or otherwise cause it to be discharged.
- C. Lessor retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace exceeding the height of any existing structures, trees or other objects on the Premises; to assure compliance with obstruction clearance requirements; and to remove from said airspace at Lessee’s expense, or at the sole option of Lessor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee’s property for the above purposes.
- D. Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises’ land area, and a maximum of fifty percent (50%) of the Premises’ land area. In the event such Improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such Improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.

Lessor’s approval of any plans, specifications and working drawings for Lessee’s construction or alterations of Improvements or any plans, specifications and working drawings for Lessee’s removal of Improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) and shall provide such in electronic files drawings of the construction signed and sealed

by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

- A. Lessee shall landscape the Premises and keep the Improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements at the Airport. The exterior finish on the Improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such Improvements to a standard comparable to similar improvements at the Airport. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process. Lessee shall have 365 days to from the Effective Date to comply with this provision due to the current condition of the Premises.
- B. Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements at the Airport. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice and if Lessee is unable to show that it has made diligent efforts to commence the work, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.
- C. Lessee shall not remove any of its Improvements from the Premises or waste or destroy said Improvements. Any personal property placed or installed by Lessee in the Premises shall remain the property of Lessee during the Term.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

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

5.09 Permitted Uses.

Lessee may use the Premises only for uses permitted under zoning and Covenants and Restrictions (the "Permitted Use", in accordance with all applicable laws. In conjunction with Lessor's use of the Premises, Lessor shall not: (a) cause substantial noise, vibration, fumes, debris, electronic

interference, or other nuisance on or adjacent to the Premises; (b) create any condition that is a safety hazard; or (c) interfere in any way with Airport operations. In addition, without limiting the generality of any other provision of this Lease, Lessee shall not, without the Lessor's written consent: (u) provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, other than the Permitted Uses; (v) operate any automobile or vehicle rental business; (w) operate any airline flight kitchen or other facilities providing meal services to aircraft crews or passengers or the public (non-aircraft); (x) offer lodging facilities; or (y) use any portion of the Premises for parking for passengers or customers of the Airport.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed provided that Lessee was permitted to participate in the due process for administration of the violation. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Relocation of Premises. Upon at least twenty-four (24) months' prior Notice to the Lessee, Lessor may relocate, at Lessor's expense, all of Lessor's facilities located on the Premises and the Improvements constructed thereon. Except as otherwise agreed between the parties, the Improvements to be constructed by Lessor on the relocated Premises will be of equal or better quality and utility. Lessor agrees to use all reasonable efforts to minimize interference with Lessee's operations at the Premises in connection with any such relocation; provided that, Lessee shall continue to be able to operate at either the Premises, the relocated premises (or, at Lessee's option, a combination of the two), without material interference. Provided however that if any such relocation materially impairs or interferes with Lessee's, sublessee's, or assignee's, in the sole discretion of Lessee, use of the Premises, Lessee will have the option to terminate the Lease at the end twenty-four (24) months.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all Improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such Improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and Improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

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

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

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

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

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

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED

DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

**ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the Improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the Improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty not caused directly or intentionally by Lessee but materially impairing Lessee's use of the Premises, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, in which case Lessee agrees that the following provisions shall apply: 1) Lessee shall return the Premises free and clear of all Improvements (both above and below ground level), rubble and trash; 2) upon Lessee's return of the Premises to Lessor, there shall be no environmental issues on the Premises, as evidenced by a Phase 2 environmental study; 3) Lessee shall pay ground rental for 180 days after the Premises is cleaned in accordance with this paragraph in order to allow Airport the time to secure another tenant. If Lessee elects to cancel this Lease under this provision, there shall be no refund to Lessee for the prepayment of Rent on the Improvements. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessee. Land rents payable under this Lease shall be prorated and paid to the date of such cancellation.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning

agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - (1) The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - (2) The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - (3) The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- F. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- G. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

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

- A. Notice of Intended Taking;

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

8.03 Rights of Parties during Condemnation Proceeding.

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

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

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

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

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

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect;

provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage and such mortgage shall be used for the purposes of making improvements to the Premises. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;

- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- F. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- G. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- H. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

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

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 Cancellation.

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;

- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal laws rules or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and

conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Lessor any subleases of the Premises, or any improvements thereon and, upon request of Lessor, Lessee shall furnish Lessor with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Lessor updated information whenever said sublessees information changes.

10.06 Landlord's Lien.

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

such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located at the Airport similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

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

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

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

11.03 Time Is of the Essence.

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

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
---------	---	--

LESSEE: B.H. Zane Grey Butterfield, LLC

11111 Santa Monica Blvd, Ste. 600
Los Angeles, CA 90025

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

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

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

11.07 General Civil Rights Provision.

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of

activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

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

- A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.
- C. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).
- E. B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

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

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

11.13 Agreement Made in Writing.

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

11.14 Paragraph Headings.

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

11.15 Severability.

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

11.16 Successors and Assigns.

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

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06 for two years.

11.20 Force Majeure.

It is expressly agreed and understood by the parties to this Lease that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, outbreak of hostilities, epidemic, acts of terrorism, strike, severe weather or other casualty or court injunction, the party so obligated or permitted shall be excused from doing or performing same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period of time such party was reasonably delayed.

11.21 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.22 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.23 Authorization to Enter Lease.

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

11.24 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signatures begin on following page)


LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2022.

LESSOR: CITY OF EL PASO

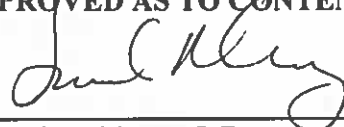
Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

**LESSEE: B.H. ZANE GREY
BUTTERFIELD, LLC**

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)

_____)

COUNTY OF _____)

_____)
This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, its _____ of (Lessee).

Notary Public, State of _____

My Commission Expires:

(Exhibits on the following pages)

EXHIBIT "A"



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President

RANDY P. BROCK, P.E.
Executive Vice President

SERGIO J. ADAME, P.E.
Vice President - Engineering

AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **(9 ZANE GREY STREET)**

A 5.0681 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lots 2B and 2C, Block 1, Butterfield Trail Industrial Park Unit One Replat "A", as filed in Volume 56, Page 71 El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a city monument found at the right-of-way centerline intersection of Butterfield Trail Boulevard (140 feet wide) and Zane Grey Street (90 feet wide); **WHENCE**, a city monument found at the right-of-way centerline intersection of said Zane Grey Street and Leigh Fisher Boulevard (120 feet wide) bears, South 02°12'13" West (South 00°59'34" West~record), a distance of 2,151.28 feet (2,151.20 feet~record); **THENCE**, leaving the intersection of said Butterfield Trail Boulevard and Zane Grey Street and following the centerline of said Zane Grey Street, South 02°12'13" West (South 00°59'34" West~record), a distance of 525.00 feet; **THENCE**, leaving the centerline of said Zane Grey Street, North 87°47'47" West, a distance of 45.00 feet to a 5/8 inch rebar found on the west right-of-way line of said Zane Grey Street for the northeast corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the west right-of-way line of said Zane Grey Street, South 02°12'13" West (South 00°59'34" West~record), a distance of 458.50 feet to a chiseled "X" on concrete found for the southeast corner of parcel herein described;

THENCE, leaving the west right-of-way line of said Zane Grey Street, North 87°47'47" West (North 89°00'26" West~record), a distance of 481.50 feet to a 1/2-inch rebar found on the east line of a Platted Railroad Right-of-Way (33.5 feet wide) for the southwest corner of parcel herein described;

THENCE, following the east line of said Platted Railroad Right-of-Way, North 02°12'13" East (North 00°59'34" East~record), a distance of 458.50 feet to a 1/2-inch rebar found for the northwest corner of parcel herein described;

THENCE, leaving the east line of said Platted Railroad Right-of-Way, South 87°47'47" East (South 89°00'26" East~record), a distance of 481.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 5.0681 acres (220,768.6 square feet), more or less and being subject to all easements, restrictions and covenants of record.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983 (NAD 83) (2011), determined via the El Paso County Virtual Reference Station (VRS) Network

Aaron Alvarado, TX R. P. L. S. No. 6223

Date: April 13, 2022

05100-123-9 ZANE GREY ST-DESC



EXHIBIT "B"

EXHIBIT

DECLARATION OF RESTRICTIONS AND COVENANTS

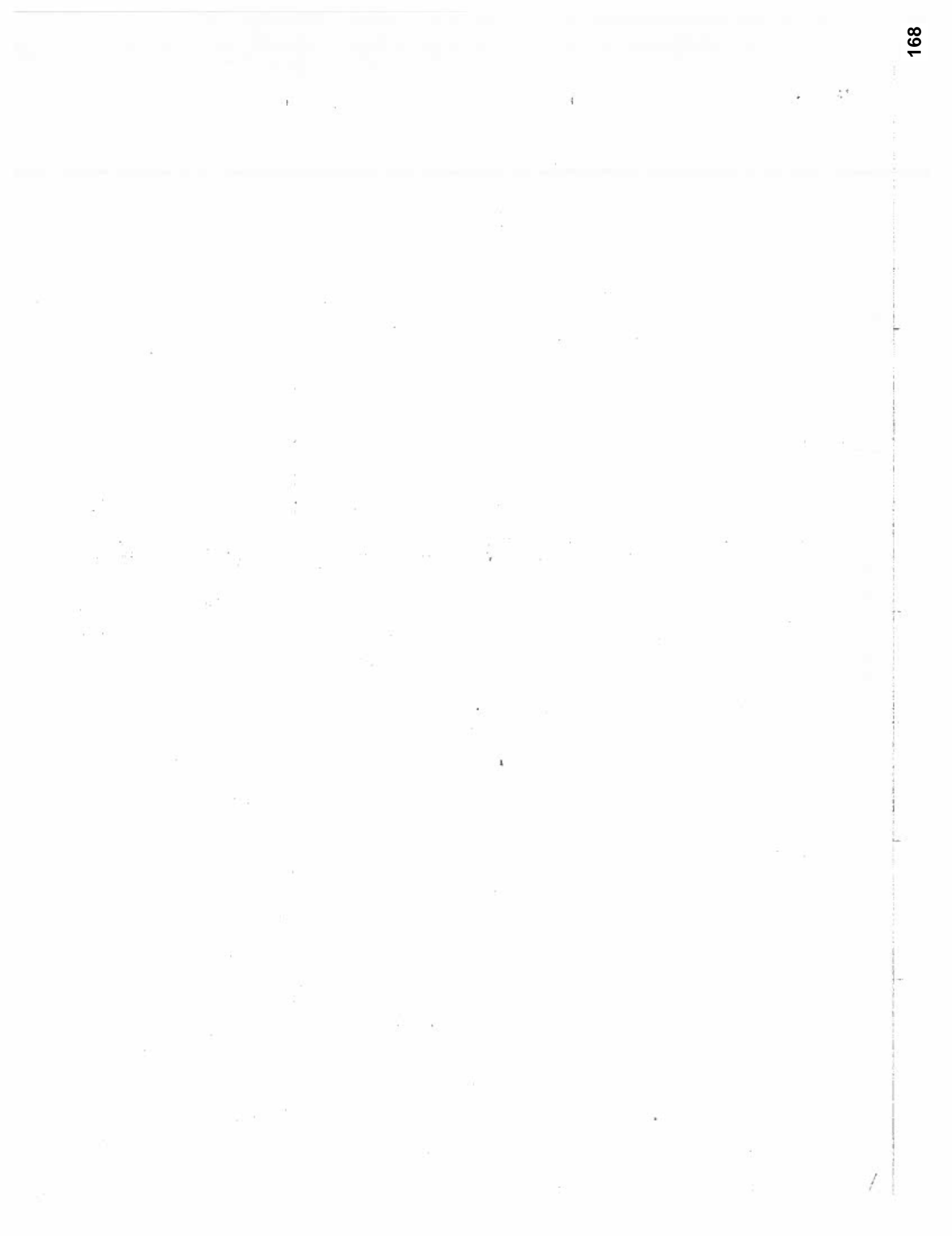
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport

El Paso, Texas

EXHIBIT

Revised: 5/02/94



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DECLARATIONS OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this _____ day of _____,
19__, by the CITY OF EL PASO, a political subdivision of the State
of Texas, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas,
hereinafter referred to as the "Airport"; and

WHEREAS, the Airport has within its physical boundary certain
real property intended for the establishment of a desirable
industrial environment for certain manufacturing and industrial
uses and, under statutory authority, for certain manufacturing and
merchandise manipulation to encourage and expedite foreign trade,
and known as Butterfield Trail Industrial Park, hereinafter
referred to as the "Property"; and

WHEREAS, the Butterfield Trail Industrial Park has been
designated as a Foreign-Trade Zone, thereby permitting foreign
trade activities to occur on any Lot in the Property; and

WHEREAS, to establish a general plan for improving and
developing the Property and to use the Property as a Foreign- Trade
Zone, the Declarant desires to subject the development of the
Property to certain conditions, restrictions, and covenants on
which the entire Property and Improvements thereto shall be bound;

WHEREAS, the Declarant desires to subject the development of
said Property to certain conditions, restrictions, and covenants to

ensure the development of a desirable environment for said activities, and to ensure that said development will be compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics;

NOW, THEREFORE, the Declarant hereby declares that (except to the extent compliance with this revised Declaration of Restrictions and Covenants would cause undue hardship or expense for a Tenant with respect to leasehold improvements and activities undertaken by him prior to the effective date of this instrument in conformity with the Restrictions and Covenants incorporated in his lease) the Property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said Property, each and all of which shall inure to and pass with each and every lot on said Property, and each and all of which shall apply to and bind the respective successors in interest of said Property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on El Paso International Airport in El Paso County, El Paso, Texas, and is known as the Butterfield Trail Industrial Park and Foreign-Trade Zone No. 68.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 AIRPORT BOARD: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 AIRPORT MANAGER: The Manager of El Paso International Airport.

2.03 BUILDING: The main portion of any building located on a Lot or Lots and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 BUILDING COVERAGE: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 BUILDING SITE: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 CITY: The City of El Paso, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 DECLARANT: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 FOREIGN-TRADE ZONE: The use of any or all Lots or any part thereof in the Butterfield Trail Industrial Park for Industrial Operations or other activities that comply with the U. S. Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U. S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.

2.10 FRONT LOT LINE: The property line that faces a Street. On corner Lot or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.11 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavation, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.12 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically prohibited except as otherwise permitted herein with respect to the commercial support areas.

2.13 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Butterfield Trail Industrial Park as specifically provided herein.

2.14 LOT: One of the numbered parcels on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.15 REAR LOT LINE: The property line generally paralleled to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.16 SETBACK: The distance a Building must be set back from the property line of a Lot.

2.17 STREET: Any street, highway, or other thoroughfare shown on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.18 TENANT: Any person, firm or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. All Blocks and Lots in the Butterfield Trail Industrial Park, except as Specified in Paragraph 3.01(B):

1. Unless specifically prohibited as herein defined, any Industrial Operation shall be permitted. In addition, if approved by the U. S. Customs Service

or other federal agency having jurisdiction, any Industrial Operation or activity complying with the Foreign-Trade Zone Act Regulations (Title 15, Code of Federal Regulations) shall be permitted.

All industrial processes shall be carried out entirely within facilities so designed to prevent any nuisance as defined in Paragraph 3.04 to adjacent Lots. An exception shall be made during periods when equipment breaks down in such a manner to make it evident that it was not reasonably preventable.

2. General permitted industrial classifications are as follows: research and light industry, industrial support, and medium and heavy industry, warehousing, and wholesaling.
3. Administrative and professional office use shall be permitted.

B. Lots 1 through 5, Block 3, Block 4 and Block 6 and such other blocks or Lots that may be designated by the Declarant in future stages of the Butterfield Trail: Unless specifically prohibited as herein defined, the following Industrial Park Commercial Support activities shall be permitted:

1. Restaurants, including fast food establishments;
2. Offices;
3. Day-care centers;
4. Banks or banking facilities;

5. Printing, reproduction, and photographic services for Industrial Operations;
6. Office and graphics supplies;
7. Commercial exercise clubs; and
8. Self-service gas stations.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential, retail commercial except as permitted in Paragraph 3.01(B); trailer courts; labor camps; junkyards; mining and quarrying; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering, stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

- Hazardous activities
- Vibration or shock
- Noise
- Smoke, dust, odor, or other forms of air pollution
- Heat or glare
- Electronic or radio interference
- Illumination
- Liquid or solid refuse or waste
- Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises.

A. Hazardous Activities: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. Vibration or Shock: No vibration or shock perceptible to a persons of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. Noise: No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmosphere pollutant shall be conducted within a completely enclosed Building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.

3. The emission of odors that are detectable at any point beyond the property line of any Lot or Lots shall not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standards shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to

10 foot candles or 0.1 lumens per square foot per open areas or surfaces visible at the property line.

4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any other governmental agency having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

3.05 SECURITY: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U. S. Customs Service or other federal agencies having jurisdiction.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setback: Setbacks from Front Lot Lines shall be a distance equal to twenty percent (20%) of the length of the

Building or two hundred percent (200%) of the height of the Building, whichever is greater, from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped if no visitor parking is provided in the Front Setback areas. If visitor parking is provided in the front Setback area, an area equivalent to twenty percent (20%) of the Front Setback shall be landscaped. All Buildings shall be set back a minimum of twenty-five (25) feet from the Front Lot Line. If the Tenant's Lot or Lots front on more than one Street, the front Setback shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted.

B. Side Setbacks: Side Setbacks shall be a minimum of thirty (30) feet, and up to fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setback: Rear Setback shall be forty (40) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere

with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in

accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successors standards thereto. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days of the date the certificate of occupancy is filed on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraphs 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other Lots on the same block. All landscaping shall be maintained in a sightly and well kept condition.

Lessee shall landscape only in accordance with a plan submitted to and approved in writing by the Declarant or its authorized agent prior to any development. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shurbs, and information regarding other customary landscape treatment for the entire applicable site, in accordance with such approved plans and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the

Declarant or its authorized agent.

A. Landscaping Standards: It is the intent of the Declarant to obtain high quality landscaping throughout the Property which is the subject of this Declaration. If lessee should fail, in the sole and final judgment of Declarant, to maintain landscaping consistent with Declarant's intent, Declarant may, at its option, do such maintenance work as it deems advisable, and the actual cost of labor and materials multiplied by 1.25 shall be added to the next monthly rental payment of lessee as an additional charge.

The following requirements shall apply:

1. All street setback areas shall be landscaped except those areas approved for walkways, driveways and parking.
2. All areas in site setbacks shall be fully landscaped, except for area approved to be paved.
3. Desert planting, defined as native desert plants set in ground cover of boulder, pebbles, sand or landscape shall not comprise more than fifty percent (50%) of any given landscaped setback area.
4. The lessee shall landscape and maintain unpaved areas between the curb and the setback lines. The first ten (10) feet of setback from street property lines shall be used exclusively for landscaping except where driveways bisecting the required landscape area occur.
5. Complete landscape and sprinkler plans are required for review. Specifications should indicate soil treatment and preparation.

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments or successor standards thereto.

A. AIRPORT GRAPHICS STANDARDS: It is the intent of the Declarant that all signs be uniform and limited to specified graphic guidelines.

No billboards, flashing lighting or advertising sign shall be permitted on any site within the Property. Only signs identifying the name, business and products of the person or firm occupying the premises and those offering the premises for sale or lease will be permitted.

Only one (1) sign of approved design shall be permitted on the front setback line and one (1) sign may be attached to the side of a building which faces a public street.

Design and construction of signs shall be approved in writing by the Declarant or its authorized agent after review by the Architectural Review Committee with respect to size, design and color. Signs shall also conform to local building codes as well as regulations of the FAA.

Multiple occupancy building signs may be approved on a case-by-case basis by the Declarant or its authorized agent after review by the Architectural Review Committee.

B. COMMERCIAL SUPPORT AREAS: Signs within the Commercial Support areas shall be limited in height to seven (7) feet, and in space to no more than four (4) square feet. All signs in the Commercial Support area shall be uniform. No signs shall be affixed to or otherwise placed on a building in a Commercial Support area except immediately adjacent to a door and of a style acceptable to Declarant or its authorized agent.

4.05 PARKING AREAS: Adequate offstreet parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREAS: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisance.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely

screening such areas from view of adjoining Lots or public Streets or both.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of the Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots or public Streets or both.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of fifty (50) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE: Buildings shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

B. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA where applicable.

C. Final Approval By Declarant: Final approval of the compatibility of any Improvement with the overall architectural

character of the Butterfield Trail Industrial Park shall remain with the Declarant. Construction shall not commence before the Declarant has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. Building Materials: All Buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval of the Airport Manager based upon the favorable recommendation of the Airport Architectural Review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curblin.

C. Accessory Buildings, Enclosures, and Fences: Accessory

Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.

E. Approval by Airport Manager: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipes, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant or its authorized agent and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities

shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the Declarant or its authorized agent within the time schedule determined:

A. Topographic, Grading, Drainage, Utility and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plan: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials or paint or both or other coating colors to be used on the exterior of all improvements that are visible from any point on any Lot line. The Declarant reserves

the right through its authorized agent to approve all said materials or colors or both and further reserves the right to suggest alternative materials or colors or both that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U. S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

5.02 FORMS AND CONTENT OF PLANS: The Declarant may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping, and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and

specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed

within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or his authorized agent grants written extension of such approval. After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions in that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or his authorized agent in writing. The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as

herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or his authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that his Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All expenses incurred in this action shall be payable by the Tenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures

thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single industrial activity for single Tenant, (3) in the Industrial Park Commercial Support areas, and (4) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS: Such use and occupancy permits as may be required by the Building Code of City shall be maintained in force at all times by each Tenants.

IN WITNESS WHEREOF, THE CITY OF EL PASO, the Declarant, has caused its name to be hereunto subscribed this 5th day of February, 1985.

ATTEST:

CITY OF EL PASO, TEXAS



City Clerk


Mayor

APPROVED AS TO CONTENT:


Airport Manager

APPROVED AS TO FORM:


Assistant City Attorney



Legislation Text

File #: 22-455, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7108 Airport Road, LLC ("Lessee") regarding the following described property: A portion of Lots 1 and 2, Block 6, Butterfield Trail Industrial Park Unit One Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$48,000. The rent fee for the building will be a lump sum in the amount of \$280,000.00.

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

DEPARTMENT: Aviation

AGENDA DATE: April 26, 2022

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

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

This is a Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7108 Airport Road, LLC ("Lessee") regarding the following described property: A portion of Lots 1 and 2, Block 6, Butterfield Trail Industrial Park Unit One Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$48,000. The rent fee for the building will be a lump sum in the amount of \$280,000.00.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval to lease the subject property to B.H. 7108 Airport Road, LLC. The subject property is located in the El Paso International Airport's Butterfield Industrial Park. The improvements were acquired by the Airport through bankruptcy proceedings involving the previous tenant. The property will be repaired and remodeled to accommodate industrial and office uses.

PRIOR COUNCIL ACTION:

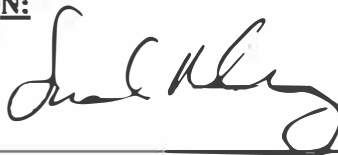
None – this is a new tenant

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A



DEPARTMENT HEAD:

Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. 7108 Airport Road, LLC ("Lessee") regarding the following described property:

A portion of Lots 1 and 2, Block 6, Butterfield Trail Industrial Park Unit One Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas

with a 40 year initial term and one option to extend for ten years.

Dated this ____ day of _____ 2022.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

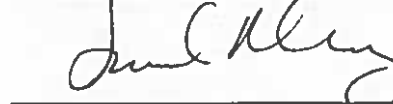
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

7108 AIRPORT ROAD LEASE AGREEMENT

El Paso International Airport El Paso, Texas

B.H. 7108 AIRPORT ROAD, LLC

Lessee

____ April ____ 28, 2022
Effective Date

7108 AIRPORT ROAD LEASE AGREEMENT

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EXHIBIT “A” - Property Description & Metes and Bounds of Premises

EXHIBIT “B” – Declaration of Restrictions and Covenants

7108 AIRPORT ROAD LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso (the "City" or "Lessor") and B.H. 7108 Airport Road, LLC ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

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

A portion of Lots 1 and 2, Block 6, Butterfield Trail Industrial Park Unit One, Replat A, consisting of approximately 44,262.9 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7108 Airport Rd., El Paso, Texas and more particularly described by **Exhibit "A"**, which is attached hereto and by this reference made a part hereof ("Premises") for all purposes.

1.02 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.03 Conditions.

The granting of this Lease and its acceptance by Lessee is conditioned upon the covenant that the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

1.04 Habendum and Title Warranty.

Lessor warrants owns the Premises together with all building, structures, improvements and fixtures with every right, privilege, hereditament and appurtenance belonging or appertaining to it free and clear of all liens, claims and encumbrances.

ARTICLE II - TERM OF LEASEHOLD**2.01 Term.**

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of forty (40) years ("Initial Term"), commencing on April 28, 2022 ("Effective Date") and ending on April 28, 2062, unless sooner terminated pursuant to this Lease.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one (1) additional term of ten (10) years by notifying Lessor in writing of Lessee's election at least one (1) year prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times (150%) the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE III - RENT**3.01 Rent.**

- A. Lessee shall pay to Lessor, without notice or demand and without deduction or set-off, Base Rent and Additional Rent (collectively, "Rent") for the Premises.
- B. Base Rent shall be as follows:
 - (1) Land Rent: \$48,000 per annum; \$4,000 monthly, payable in equal monthly installments on or before the first day of the month during the Term; and
 - (2) Building/Facility Rent: \$280,000.00, paid in a lump sum prior to the Effective Date on April 28, 2022.

3.02 Adjustment of Land Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, including the value of the Lessor owned improvements located on the premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a

similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, including the value of the Lessor owned improvements located on the premises. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.03 Reserved.

3.04 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the twentieth (20th) day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate."). In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.

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

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

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

3.06 Reserved.**ARTICLE IV - OBLIGATIONS OF LESSOR****4.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE**5.01 Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and any buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises (collectively, the "Improvements") in a good state of repair at all times;

- B. Pay any and all taxes assessed against the Premises, Improvements located on the Premises, Lessee's interest in the Premises and Improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or Improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

- A. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain Improvements on the Premises in accordance with the Declaration and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any Improvements thereon. In addition, Lessee agrees, if required, it will remove all Improvements placed thereon by the Lessee ("Lessee Improvements"), in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

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

B. Environmental Laws.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean (a) all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like; or (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- (3) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law.

Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or Release or discharge from the Premises or any Improvements thereon

caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, Improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any Improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any Improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not, on its own, an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (4) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any Improvements thereon or permitted by Lessee results in any contamination of the Premises or any Improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any Improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any Improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any Improvements thereon or the surrounding property.
- (5) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any Improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third

parties which is related to environmental contamination of the Premises or the Improvements thereon or the surrounding property.

- (6) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (7) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
- (8) Fuel storage tanks are not allowed on the Premises.
- (9) Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section 5.03(C) shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X herein below, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.
- (10) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (11) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Lessee Improvements

- A. Lessee shall have during the Term the right to construct or make structural alterations to any building or other structure now or hereafter on the Premises as Lessee Improvements, to be permitted and built in compliance with all applicable federal state and local laws, regulations, and Lessor rules, including any applicable

Federal Aviation Administration ("FAA") regulations, only with the prior express written approval of Lessor which shall not be unreasonably withheld. Lessee shall be responsible for all approvals, permits, licenses, and fees necessary to complete such Lessee Improvements.

- B. Lessee agrees to pay, when due, all sums that may become due for any labor, services, materials, supplies, furnishings, machinery and equipment furnished to or for Lessee in, upon, or about the Premises or the Airport. Lessee shall keep the Leased Premises free and clear of any liens and encumbrances arising or growing out of Lessee use and occupancy of the Premises (including without limitation Improvements made thereto and repair and maintenance completed therein) or activities at the Airport. If a lien is filed against the Premises, Lessee shall immediately, at its expense, bond such lien in accordance with applicable laws, or otherwise cause such lien to be discharged in a manner acceptable to Lessor. If Lessee shall fail to do so, Lessee may, at its option and at Lessee's expense, bond such lien or otherwise cause it to be discharged.
- C. Lessor retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace exceeding the height of any existing structures, trees or other objects on the Premises; to assure compliance with obstruction clearance requirements; and to remove from said airspace at Lessee's expense, or at the sole option of Lessor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee's property for the above purposes.
- D. Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such Improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such Improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of Improvements or any plans, specifications and working drawings for Lessee's removal of Improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) and shall provide such in electronic files drawings of the construction signed and sealed

by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

- A. Lessee shall landscape the Premises and keep the Improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements at the Airport. The exterior finish on the Improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such Improvements to a standard comparable to similar improvements at the Airport. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process. Lessee shall have 180 days to from the Effective Date to comply with this provision due to the current condition of the Premises.
- B. Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements at the Airport. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice and if Lessee is unable to show that it has made diligent efforts to commence the work, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.
- C. Lessee shall not remove any of its Improvements from the Premises or waste or destroy said Improvements. Any personal property placed or installed by Lessee in the Premises shall remain the property of Lessee during the Term.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

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

5.09 Permitted Uses.

Lessee may use the Premises only for uses permitted under zoning and Covenants and Restrictions (the "Permitted Use", in accordance with all applicable laws. In conjunction with Lessor's use of the Premises, Lessor shall not: (a) cause substantial noise, vibration, fumes, debris, electronic

interference, or other nuisance on or adjacent to the Premises; (b) create any condition that is a safety hazard; or (c) interfere in any way with Airport operations. In addition, without limiting the generality of any other provision of this Lease, Lessee shall not, without the Lessor's written consent: (u) provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, other than the Permitted Uses; (v) operate any automobile or vehicle rental business; (w) operate any airline flight kitchen or other facilities providing meal services to aircraft crews or passengers or the public (non-aircraft); (x) offer lodging facilities; or (y) use any portion of the Premises for parking for passengers or customers of the Airport.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed provided that Lessee was permitted to participate in the due process for administration of the violation. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Relocation of Premises. Upon at least twenty-four (24) months' prior Notice to the Lessee, Lessor may relocate, at Lessor's expense, all of Lessor's facilities located on the Premises and the Improvements constructed thereon. Except as otherwise agreed between the parties, the Improvements to be constructed by Lessor on the relocated Premises will be of equal or better quality and utility. Lessor agrees to use all reasonable efforts to minimize interference with Lessee's operations at the Premises in connection with any such relocation; provided that, Lessee shall continue to be able to operate at either the Premises, the relocated premises (or, at Lessee's option, a combination of the two), without material interference. Provided however that if any such relocation materially impairs or interferes with Lessee's, sublessee's, or assignee's, in the sole discretion of Lessee, use of the Premises, Lessee will have the option to terminate the Lease at the end twenty-four (24) months.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all Improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such Improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and Improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

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

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

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

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

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

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED

DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

**ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the Improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the Improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty not caused directly or intentionally by Lessee but materially impairing Lessee's use of the Premises, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, in which case Lessee agrees that the following provisions shall apply: 1) Lessee shall return the Premises free and clear of all Improvements (both above and below ground level), rubble and trash; 2) upon Lessee's return of the Premises to Lessor, there shall be no environmental issues on the Premises, as evidenced by a Phase 2 environmental study; 3) Lessee shall pay ground rental for 180 days after the Premises is cleaned in accordance with this paragraph in order to allow Airport the time to secure another tenant. If Lessee elects to cancel this Lease under this provision, there shall be no refund to Lessee for the prepayment of Rent on the Improvements. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessee. Land rents payable under this Lease shall be prorated and paid to the date of such cancellation.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning

agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

- B. “Total Taking” means the taking of the fee title to all of the Premises and improvements thereon.
- C. “Substantial Taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - (1) The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - (2) The conduct of Lessee’s business on the Premises would be substantially prevented or impaired;
 - (3) The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. “Partial Taking” means the taking of a fee title that is not either a Total or Substantial Taking.
- E. “Notice of Intended Taking” means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- F. “Award” means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- G. “Date of Taking” means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

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

- A. Notice of Intended Taking;

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

8.03 Rights of Parties during Condemnation Proceeding.

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

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

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

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

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

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect;

provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage and such mortgage shall be used for the purposes of making improvements to the Premises. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;

- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- F. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- G. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- H. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

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

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 Cancellation.

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;

- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal laws rules or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and

conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Lessor any subleases of the Premises, or any improvements thereon and, upon request of Lessor, Lessee shall furnish Lessor with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Lessor updated information whenever said sublessees information changes.

10.06 Landlord's Lien.

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

such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located at the Airport similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

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

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

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

11.03 Time Is of the Essence.

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

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
---------	---	--

LESSEE: B.H. 7108 Airport Road, LLC
 11111 Santa Monica Blvd, Ste. 600
 Los Angeles, CA 90025

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

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

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

11.07 General Civil Rights Provision.

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of

activity covered by this Subpart. Lessee assures that it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

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

- A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.
- C. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).
- E. B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

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

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

11.13 Agreement Made in Writing.

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

11.14 Paragraph Headings.

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

11.15 Severability.

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

11.16 Successors and Assigns.

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

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06 for two years.

11.20 Force Majeure.

It is expressly agreed and understood by the parties to this Lease that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, outbreak of hostilities, epidemic, acts of terrorism, strike, severe weather or other casualty or court injunction, the party so obligated or permitted shall be excused from doing or performing same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period of time such party was reasonably delayed.

11.21 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.22 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.23 Authorization to Enter Lease.

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

11.24 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signatures begin on following page)

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2022.

LESSOR: CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT**LESSEE: B.H. 7108 AIRPORT ROAD,
LLC**

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT**THE STATE OF _____)****)****COUNTY OF _____)**

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, its _____ of (Lessee).

Notary Public, State of _____

My Commission Expires:

(Exhibits on the following pages)

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT

**DECLARATION OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK**

**El Paso International Airport
El Paso, Texas**

EXHIBIT

Revised: 5/02/94



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DECLARATIONS OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this _____ day of _____,
19__, by the CITY OF EL PASO, a political subdivision of the State
of Texas, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas,
hereinafter referred to as the "Airport"; and

WHEREAS, the Airport has within its physical boundary certain
real property intended for the establishment of a desirable
industrial environment for certain manufacturing and industrial
uses and, under statutory authority, for certain manufacturing and
merchandise manipulation to encourage and expedite foreign trade,
and known as Butterfield Trail Industrial Park, hereinafter
referred to as the "Property"; and

WHEREAS, the Butterfield Trail Industrial Park has been
designated as a Foreign-Trade Zone, thereby permitting foreign
trade activities to occur on any Lot in the Property; and

WHEREAS, to establish a general plan for improving and
developing the Property and to use the Property as a Foreign- Trade
Zone, the Declarant desires to subject the development of the
Property to certain conditions, restrictions, and covenants on
which the entire Property and Improvements thereto shall be bound;

WHEREAS, the Declarant desires to subject the development of
said Property to certain conditions, restrictions, and covenants to

ensure the development of a desirable environment for said activities, and to ensure that said development will be compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics;

NOW, THEREFORE, the Declarant hereby declares that (except to the extent compliance with this revised Declaration of Restrictions and Covenants would cause undue hardship or expense for a Tenant with respect to leasehold improvements and activities undetaken by him prior to the effective date of this instrument in conformity with the Restrictions and Covenants incorporated in his lease) the Property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said Property, each and all of which shall inure to and pass with each and every lot on said Property, and each and all of which shall apply to and bind the respective successors in interest of said Property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on El Paso International Airport in El Paso County, El Paso, Texas, and is known as the Butterfield Trail Industrial Park and Foreign-Trade Zone No. 68.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 AIRPORT BOARD: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 AIRPORT MANAGER: The Manager of El Paso International Airport.

2.03 BUILDING: The main portion of any building located on a Lot or Lots and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 BUILDING COVERAGE: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 BUILDING SITE: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 CITY: The City of El Paso, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 DECLARANT: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 FOREIGN-TRADE ZONE: The use of any or all Lots or any part thereof in the Butterfield Trail Industrial Park for Industrial Operations or other activities that comply with the U. S. Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U. S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.

2.10 FRONT LOT LINE: The property line that faces a Street. On corner Lot or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.11 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavation, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.12 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically prohibited except as otherwise permitted herein with respect to the commercial support areas.

2.13 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Butterfield Trail Industrial Park as specifically provided herein.

2.14 LOT: One of the numbered parcels on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.15 REAR LOT LINE: The property line generally paralleled to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.16 SETBACK: The distance a Building must be set back from the property line of a Lot.

2.17 STREET: Any street, highway, or other thoroughfare shown on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.18 TENANT: Any person, firm or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. All Blocks and Lots in the Butterfield Trail Industrial Park, except as Specified in Paragraph 3.01(B):

1. Unless specifically prohibited as herein defined, any Industrial Operation shall be permitted. In addition, if approved by the U. S. Customs Service

or other federal agency having jurisdiction, any Industrial Operation or activity complying with the Foreign-Trade Zone Act Regulations (Title 15, Code of Federal Regulations) shall be permitted.

All industrial processes shall be carried out entirely within facilities so designed to prevent any nuisance as defined in Paragraph 3.04 to adjacent Lots. An exception shall be made during periods when equipment breaks down in such a manner to make it evident that it was not reasonably preventable.

2. General permitted industrial classifications are as follows: research and light industry, industrial support, and medium and heavy industry, warehousing, and wholesaling.
3. Administrative and professional office use shall be permitted.

B. Lots 1 through 5, Block 3, Block 4 and Block 6 and such other blocks or Lots that may be designated by the Declarant in future stages of the Butterfield Trail: Unless specifically prohibited as herein defined, the following Industrial Park Commercial Support activities shall be permitted:

1. Restaurants, including fast food establishments;
2. Offices;
3. Day-care centers;
4. Banks or banking facilities;

5. Printing, reproduction, and photographic services for Industrial Operations;
6. Office and graphics supplies;
7. Commercial exercise clubs; and
8. Self-service gas stations.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential, retail commercial except as permitted in Paragraph 3.01(B); trailer courts; labor camps; junkyards; mining and quarrying; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering, stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

Hazardous activities
 Vibration or shock
 Noise
 Smoke, dust, odor, or other forms of air pollution
 Heat or glare
 Electronic or radio interference
 Illumination
 Liquid or solid refuse or waste
 Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises.

A. Hazardous Activities: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. Vibration or Shock: No vibration or shock perceptible to a persons of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. Noise: No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmosphere pollutant shall be conducted within a completely enclosed Building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.

3. The emission of odors that are detectable at any point beyond the property line of any Lot or Lots shall not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standards shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to

10 foot candles or 0.1 lumens per square foot per open areas or surfaces visible at the property line.

4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any other governmental agency having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

3.05 SECURITY: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U. S. Customs Service or other federal agencies having jurisdiction.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setback: Setbacks from Front Lot Lines shall be a distance equal to twenty percent (20%) of the length of the

Building or two hundred percent (200%) of the height of the Building, whichever is greater, from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped if no visitor parking is provided in the Front Setback areas. If visitor parking is provided in the front Setback area, an area equivalent to twenty percent (20%) of the Front Setback shall be landscaped. All Buildings shall be set back a minimum of twenty-five (25) feet from the Front Lot Line. If the Tenant's Lot or Lots front on more than one Street, the front Setback shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted.

B. Side Setbacks: Side Setbacks shall be a minimum of thirty (30) feet, and up to fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setback: Rear Setback shall be forty (40) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere

with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in

accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successors standards thereto. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days of the date the certificate of occupancy is filed on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraphs 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other Lots on the same block. All landscaping shall be maintained in a sightly and well kept condition.

Lessee shall landscape only in accordance with a plan submitted to and approved in writing by the Declarant or its authorized agent prior to any development. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shurbs, and information regarding other customary landscape treatment for the entire applicable site, in accordance with such approved plans and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the

Declarant or its authorized agent.

A. Landscaping Standards: It is the intent of the Declarant to obtain high quality landscaping throughout the Property which is the subject of this Declaration. If lessee should fail, in the sole and final judgment of Declarant, to maintain landscaping consistent with Declarant's intent, Declarant may, at its option, do such maintenance work as it deems advisable, and the actual cost of labor and materials multiplied by 1.25 shall be added to the next monthly rental payment of lessee as an additional charge.

The following requirements shall apply:

1. All street setback areas shall be landscaped except those areas approved for walkways, driveways and parking.
2. All areas in site setbacks shall be fully landscaped, except for area approved to be paved.
3. Desert planting, defined as native desert plants set in ground cover of boulder, pebbles, sand or landscape shall not comprise more than fifty percent (50%) of any given landscaped setback area.
4. The lessee shall landscape and maintain unpaved areas between the curb and the setback lines. The first ten (10) feet of setback from street property lines shall be used exclusively for landscaping except where driveways bisecting the required landscape area occur.
5. Complete landscape and sprinkler plans are required for review. Specifications should indicate soil treatment and preparation.

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments or successor standards thereto.

A. AIRPORT GRAPHICS STANDARDS: It is the intent of the Declarant that all signs be uniform and limited to specified graphic guidelines.

No billboards, flashing lighting or advertising sign shall be permitted on any site within the Property. Only signs identifying the name, business and products of the person or firm occupying the premises and those offering the premises for sale or lease will be permitted.

Only one (1) sign of approved design shall be permitted on the front setback line and one (1) sign may be attached to the side of a building which faces a public street.

Design and construction of signs shall be approved in writing by the Declarant or its authorized agent after review by the Architectural Review Committee with respect to size, design and color. Signs shall also conform to local building codes as well as regulations of the FAA.

Multiple occupancy building signs may be approved on a case-by-case basis by the Declarant or its authorized agent after review by the Architectural Review Committee.

B. COMMERCIAL SUPPORT AREAS: Signs within the Commercial Support areas shall be limited in height to seven (7) feet, and in space to no more than four (4) square feet. All signs in the Commercial Support area shall be uniform. No signs shall be affixed to or otherwise placed on a building in a Commercial Support area except immediately adjacent to a door and of a style acceptable to Declarant or its authorized agent.

4.05 PARKING AREAS: Adequate offstreet parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREAS: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisance.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely

screening such areas from view of adjoining Lots or public Streets or both.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of the Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots or public Streets or both.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of fifty (50) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE: Buildings shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

B. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA where applicable.

C. Final Approval By Declarant: Final approval of the compatibility of any Improvement with the overall architectural

character of the Butterfield Trail Industrial Park shall remain with the Declarant. Construction shall not commence before the Declarant has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. Building Materials: All Buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval of the Airport Manager based upon the favorable recommendation of the Airport Architectural Review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curbline.

C. Accessory Buildings, Enclosures, and Fences: Accessory

Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.

E. Approval by Airport Manager: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipes, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant or its authorized agent and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities

shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the Declarant or its authorized agent within the time schedule determined:

A. Topographic, Grading, Drainage, Utility and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plan: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials or paint or both or other coating colors to be used on the exterior of all improvements that are visible from any point on any Lot line. The Declarant reserves

the right through its authorized agent to approve all said materials or colors or both and further reserves the right to suggest alternative materials or colors or both that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U. S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

5.02 FORMS AND CONTENT OF PLANS: The Declarant may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping, and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and

specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed

within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or his authorized agent grants written extension of such approval. After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions in that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or his authorized agent in writing. The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as

herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or his authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that his Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All expenses incurred in this action shall be payable by the Tenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures

thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single industrial activity for single Tenant, (3) in the Industrial Park Commercial Support areas, and (4) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS: Such use and occupancy permits as may be required by the Building Code of City shall be maintained in force at all times by each Tenants.

IN WITNESS WHEREOF, THE CITY OF EL PASO, the Declarant, has caused its name to be hereunto subscribed this 5th day of February, 1985.

ATTEST:

CITY OF EL PASO, TEXAS



City Clerk


Mayor

APPROVED AS TO CONTENT:


Airport Manager

APPROVED AS TO FORM:


Assistant City Attorney



Legislation Text

File #: 22-456, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7619 Lockheed Drive, LLC. ("Lessee") regarding the following described property: Lot 15, Block 8, El Paso International Airport Tract Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$27,600. The rent fee for the building will be a lump sum in the amount of \$340,000.00.

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

DEPARTMENT: Aviation

AGENDA DATE: April 26, 2022

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

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

This is a Resolution to authorize the City Manager to sign a Lease Agreement between the City of El Paso ("Lessor") and B.H. 7619 Lockheed Drive, LLC. ("Lessee") regarding the following described property: Lot 15, Block 8, El Paso International Airport Tract Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas.

The term of this lease is an initial term of forty (40) years and one (1) ten-year option to extend the term of the lease. The annual rental fee for the land in the initial term will be \$27,600. The rent fee for the building will be a lump sum in the amount of \$340,000.00.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval to lease the subject property to B.H. 7619 Lockheed Drive, LLC. The subject property is located in the El Paso International Airport's Southern Industrial Park. The improvements were acquired by the Airport through a court judgment. The property will be repaired and remodeled to accommodate industrial and office uses.

PRIOR COUNCIL ACTION:

None – this is a new tenant

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and B.H. 7619 Lockheed Drive, LLC, ("Lessee") regarding the following described property:

Lot 15, Block 8, El Paso International Airport Tract Unit Two, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas

with a 40 year initial term and one option to extend for ten years.

Dated this ____ day of _____ 2022.


CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

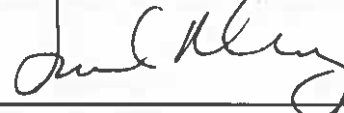
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

7619 LOCKHEED LEASE AGREEMENT

El Paso International Airport El Paso, Texas

B.H. 7619 LOCKHEED DRIVE, LLC
Lessee

____ April ____ 28, 2022
Effective Date

7619 LOCKHEED LEASE AGREEMENT

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EXHIBIT "A" - Property Description & Metes and Bounds of Premises

EXHIBIT "B" – Declaration of Restrictions and Covenants

7619 LOCKHEED LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso (the "City" or "Lessor") and B.H. 7619 Lockheed Drive, LLC ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

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

Lot 15, Block 8, El Paso International Airport Tract Unit Two, consisting of approximately 31,647.0 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 7619 Lockheed, El Paso, Texas and more particularly described by **Exhibit "A"**, which is attached hereto and by this reference made a part hereof ("Premises") for all purposes.

1.02 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.03 Conditions.

The granting of this Lease and its acceptance by Lessee is conditioned upon the covenant that the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law.

1.04 Habendum and Title Warranty.

Lessor warrants owns the Premises together with all building, structures, improvements and fixtures with every right, privilege, hereditament and appurtenance belonging or appertaining to it free and clear of all liens, claims and encumbrances.

ARTICLE II - TERM OF LEASEHOLD**2.01 Term.**

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of forty (40) years ("Initial Term"), commencing on April 28, 2022 ("Effective Date") and ending on April 28, 2062, unless sooner terminated pursuant to this Lease.

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one (1) additional term of ten (10) years by notifying Lessor in writing of Lessee's election at least one (1) year prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times (150%) the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE III - RENT**3.01 Rent.**

- A. Lessee shall pay to Lessor, without notice or demand and without deduction or set-off, Base Rent and Additional Rent (collectively, "Rent") for the Premises.
- B. Base Rent shall be as follows:
 - (1) Land Rent: \$27,600 per annum; \$2,300 monthly, payable in equal monthly installments on or before the first day of the month during the Term; and
 - (2) Building/Facility Rent: \$340,000.00, paid in a lump sum prior to the Effective Date on April 28, 2022.

3.02 Adjustment of Land Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, including the value of the Lessor owned improvements located on the premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a

similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, including the value of the Lessor owned improvements located on the premises. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.03 Reserved.

3.04 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the twentieth (20th) day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate."). In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.

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

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

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

3.06 Reserved.**ARTICLE IV - OBLIGATIONS OF LESSOR****4.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE**5.01 Net Lease.**

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and any buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises (collectively, the "Improvements") in a good state of repair at all times;

- B. Pay any and all taxes assessed against the Premises, Improvements located on the Premises, Lessee's interest in the Premises and Improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or Improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

- A. Lessee, at Lessee's expense, agrees that it will construct, operate and maintain Improvements on the Premises in accordance with the Declaration and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any Improvements thereon. In addition, Lessee agrees, if required, it will remove all Improvements placed thereon by the Lessee ("Lessee Improvements"), in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, including the Lessor, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

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

B. Environmental Laws.

- (1) "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.
- (2) "Hazardous Material" shall mean (a) all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like; or (b) give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under applicable reported decisions of state or federal court; or (c) which may be hazardous or harmful to the air, water, soil or environment or affect industrial hygiene, occupational health or safety, including without limitation, petroleum and/or asbestos materials, products, by-products, or waste. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.
- (3) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party **in violation of any Environmental Law.**

Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or Release or discharge from the Premises or any Improvements thereon

caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, Improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any Improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any Improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not, on its own, an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

- (4) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any Improvements thereon or permitted by Lessee results in any contamination of the Premises or any Improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any Improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any Improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any Improvements thereon or the surrounding property.
- (5) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any Improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third

parties which is related to environmental contamination of the Premises or the Improvements thereon or the surrounding property.

- (6) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (7) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.
- (8) Fuel storage tanks are not allowed on the Premises.
- (9) Lessee's failure or the failure of its agents, employees, contractors, licensees, invitees, or a third party to comply with any of the requirements and obligations of this section 5.03(C) shall constitute a material default of this Lease and shall permit Lessor to pursue the remedies as set forth in Article X herein below, in addition to all other rights and remedies provided by law or otherwise provided in the Lease, to which Lessor may resort cumulatively.
- (10) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (11) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Lessee Improvements

- A. Lessee shall have during the Term the right to construct or make structural alterations to any building or other structure now or hereafter on the Premises as Lessee Improvements, to be permitted and built in compliance with all applicable federal state and local laws, regulations, and Lessor rules, including any applicable

Federal Aviation Administration ("FAA") regulations, only with the prior express written approval of Lessor which shall not be unreasonably withheld. Lessee shall be responsible for all approvals, permits, licenses, and fees necessary to complete such Lessee Improvements.

- B. Lessee agrees to pay, when due, all sums that may become due for any labor, services, materials, supplies, furnishings, machinery and equipment furnished to or for Lessee in, upon, or about the Premises or the Airport. Lessee shall keep the Leased Premises free and clear of any liens and encumbrances arising or growing out of Lessee use and occupancy of the Premises (including without limitation Improvements made thereto and repair and maintenance completed therein) or activities at the Airport. If a lien is filed against the Premises, Lessee shall immediately, at its expense, bond such lien in accordance with applicable laws, or otherwise cause such lien to be discharged in a manner acceptable to Lessor. If Lessee shall fail to do so, Lessee may, at its option and at Lessee's expense, bond such lien or otherwise cause it to be discharged.
- C. Lessor retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other object extending into the airspace exceeding the height of any existing structures, trees or other objects on the Premises; to assure compliance with obstruction clearance requirements; and to remove from said airspace at Lessee's expense, or at the sole option of Lessor, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Lessee's property for the above purposes.
- D. Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such Improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such Improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of Improvements or any plans, specifications and working drawings for Lessee's removal of Improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) and shall provide such in electronic files drawings of the construction signed and sealed

by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

- A. Lessee shall landscape the Premises and keep the Improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements at the Airport. The exterior finish on the Improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such Improvements to a standard comparable to similar improvements at the Airport. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process. Lessee shall have 180 days to from the Effective Date to comply with this provision due to the current condition of the Premises.
- B. Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements at the Airport. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice and if Lessee is unable to show that it has made diligent efforts to commence the work, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.
- C. Lessee shall not remove any of its Improvements from the Premises or waste or destroy said Improvements. Any personal property placed or installed by Lessee in the Premises shall remain the property of Lessee during the Term.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

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

5.09 Permitted Uses.

Lessee may use the Premises only for uses permitted under zoning and Covenants and Restrictions (the "Permitted Use", in accordance with all applicable laws. In conjunction with Lessor's use of the Premises, Lessor shall not: (a) cause substantial noise, vibration, fumes, debris, electronic

interference, or other nuisance on or adjacent to the Premises; (b) create any condition that is a safety hazard; or (c) interfere in any way with Airport operations. In addition, without limiting the generality of any other provision of this Lease, Lessee shall not, without the Lessor's written consent: (u) provide any facilities, services, commodities or supplies, now or hereafter made available at or through the Airport, other than the Permitted Uses; (v) operate any automobile or vehicle rental business; (w) operate any airline flight kitchen or other facilities providing meal services to aircraft crews or passengers or the public (non-aircraft); (x) offer lodging facilities; or (y) use any portion of the Premises for parking for passengers or customers of the Airport.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed provided that Lessee was permitted to participate in the due process for administration of the violation. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

5.11 Relocation of Premises. Upon at least twenty-four (24) months' prior Notice to the Lessee, Lessor may relocate, at Lessor's expense, all of Lessor's facilities located on the Premises and the Improvements constructed thereon. Except as otherwise agreed between the parties, the Improvements to be constructed by Lessor on the relocated Premises will be of equal or better quality and utility. Lessor agrees to use all reasonable efforts to minimize interference with Lessee's operations at the Premises in connection with any such relocation; provided that, Lessee shall continue to be able to operate at either the Premises, the relocated premises (or, at Lessee's option, a combination of the two), without material interference. Provided however that if any such relocation materially impairs or interferes with Lessee's, sublessee's, or assignee's, in the sole discretion of Lessee, use of the Premises, Lessee will have the option to terminate the Lease at the end twenty-four (24) months.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all Improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such Improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and Improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

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

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

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

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

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

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED

DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

**ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the Improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and Improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged Improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the Improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty not caused directly or intentionally by Lessee but materially impairing Lessee's use of the Premises, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction, in which case Lessee agrees that the following provisions shall apply: 1) Lessee shall return the Premises free and clear of all Improvements (both above and below ground level), rubble and trash; 2) upon Lessee's return of the Premises to Lessor, there shall be no environmental issues on the Premises, as evidenced by a Phase 2 environmental study; 3) Lessee shall pay ground rental for 180 days after the Premises is cleaned in accordance with this paragraph in order to allow Airport the time to secure another tenant. If Lessee elects to cancel this Lease under this provision, there shall be no refund to Lessee for the prepayment of Rent on the Improvements. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessee. Land rents payable under this Lease shall be prorated and paid to the date of such cancellation.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning

agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

- B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.
- C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - (1) The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - (2) The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - (3) The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.
- E. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- F. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- G. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

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

- A. Notice of Intended Taking;

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

8.03 Rights of Parties during Condemnation Proceeding.

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

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

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

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

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

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect;

provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage and such mortgage shall be used for the purposes of making improvements to the Premises. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

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

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

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;

- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- F. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- G. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- H. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

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

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 Cancellation.

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;

- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal laws rules or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and

conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Lessor any subleases of the Premises, or any improvements thereon and, upon request of Lessor, Lessee shall furnish Lessor with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Lessor updated information whenever said sublessees information changes.

10.06 Landlord's Lien.

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

such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located at the Airport similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

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

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

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

11.03 Time Is of the Essence.

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

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890	Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099
---------	---	--

LESSEE: B.H. 7619 Lockheed Drive, LLC

11111 Santa Monica Blvd, Ste. 600
Los Angeles, CA 90025

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

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

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

11.07 General Civil Rights Provision.

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by

the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

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

undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

11.10 FAA Order 1400.11.

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

- A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in Pertinent List of Nondiscrimination Authorities (Federal Aviation Administration Order 1400.11, Appendix 4) as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]. The Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.
- C. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).
- E. B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

11.11 Cumulative Rights and Remedies.

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

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

11.13 Agreement Made in Writing.

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

11.14 Paragraph Headings.

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

11.15 Severability.

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

11.16 Successors and Assigns.

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

11.17 Taxes and Other Charges.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06 for two years.

11.20 Force Majeure.

It is expressly agreed and understood by the parties to this Lease that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, outbreak of hostilities, epidemic, acts of terrorism, strike, severe weather or other casualty or court injunction, the party so obligated or permitted shall be excused from doing or performing same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period of time such party was reasonably delayed.

11.21 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.22 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.23 Authorization to Enter Lease.

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

11.24 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signatures begin on following page)

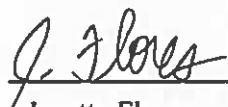
LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 2022.

LESSOR: CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2022, by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

**LESSEE: B.H. 7619 LOCKHEED
DRIVE, LLC**

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____)

COUNTY OF _____)

This instrument was acknowledged before me on this _____ day of _____, 2022, by _____, its _____ of (Lessee).

Notary Public, State of _____

My Commission Expires:

(Exhibits on the following pages)

EXHIBIT "A"



BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **(7619 LOCKHEED DRIVE)**

A 0.7265 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as all of Lot 15, Block 8, El Paso International Airport Tracts Unit 2, as filed in Volume 18, Page 31, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a concrete nail found at the centerline right-of-way intersection of Boeing Drive (variable width) and Sikorsky Street (68 feet wide); **WHENCE**, a concrete nail found at the centerline right-of-way intersection of said Boeing Drive and Beech Street (68 feet wide) bears, North 84°17'48" East (North 81°10'07" East-record), a distance of 2,300.50 feet (2,300.00 feet-record); **THENCE**, leaving the intersection of said Boeing Drive and Sikorsky Street and following the centerline of said Boeing Drive, North 84°17'48" East (North 81°10'07" East-record), a distance of 1,000.00 feet to the centerline intersection of said Boeing Drive and Grumman Street (68 feet wide); **THENCE**, following the centerline of said Grumman Street, South 05°42'12" East (South 08°49'53" East-record), a distance of 239.50 feet; **THENCE**, leaving the centerline of said Grumman Street, North 84°17'48" East (North 81°10'07" East-record), a distance of 188.00 feet to a 1/2 inch rebar with survey cap No. "TX 5152" found for the northwest corner and the **POINT OF BEGINNING** of the parcel herein described, identical to the northwest corner of said Lot 15;

THENCE, North 84°17'48" East (North 81°10'07" East-record), a distance of 154.00 feet to a concrete nail found for the northeast corner of the parcel herein described, identical to the northeast corner of said Lot 15;

THENCE, South 05°42'12" East (South 08°49'53" East-record), a distance 205.50 feet to a 1/2-inch rebar found on the north right-of-way line of Lockheed Drive (54 feet wide) for the southeast corner of the parcel herein described, identical to the southeast corner of said Lot 15;

THENCE, following the north right-of-way line of said Lockheed Drive, South 84°17'48" West (South 81°10'07" West-record), a distance of 154.00 feet to a chiseled "V" found on concrete for the southwest corner of the parcel herein described, identical to the southwest corner of said Lot 15;

THENCE, leaving the north right-of-way line of said Lockheed Drive, North 05°42'12" West (North 08°49'53" West-record), a distance of 205.50 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.7265 acres (31,647.0 square feet), more or less and being subject to all easements, restrictions and covenants of record.

Basis of Bearing is the Texas State Plane Coordinate System, Central Zone 4203, North American Datum of 1983 (NAD 83) (2011), determined via the El Paso County Virtual Reference Station (VRS) Network.

Aaron Alvarado, TX R. P. L. S. No. 6223
Date: April 18, 2022
05100-115C-7619 LOCKHEED-DESC





EXHIBIT "B"

EXHIBIT

DECLARATION OF RESTRICTIONS AND COVENANTS

BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport

El Paso, Texas

EXHIBIT

Revised: 5/02/94



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DECLARATIONS OF RESTRICTIONS AND COVENANTS
BUTTERFIELD TRAIL INDUSTRIAL PARK

El Paso International Airport
El Paso, Texas

THIS DECLARATION, made this _____ day of _____,
19__, by the CITY OF EL PASO, a political subdivision of the State
of Texas, hereinafter referred to as the "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of El Paso International
Airport, located in the City of El Paso, State of Texas,
hereinafter referred to as the "Airport"; and

WHEREAS, the Airport has within its physical boundary certain
real property intended for the establishment of a desirable
industrial environment for certain manufacturing and industrial
uses and, under statutory authority, for certain manufacturing and
merchandise manipulation to encourage and expedite foreign trade,
and known as Butterfield Trail Industrial Park, hereinafter
referred to as the "Property"; and

WHEREAS, the Butterfield Trail Industrial Park has been
designated as a Foreign-Trade Zone, thereby permitting foreign
trade activities to occur on any Lot in the Property; and

WHEREAS, to establish a general plan for improving and
developing the Property and to use the Property as a Foreign- Trade
Zone, the Declarant desires to subject the development of the
Property to certain conditions, restrictions, and covenants on
which the entire Property and Improvements thereto shall be bound;

WHEREAS, the Declarant desires to subject the development of
said Property to certain conditions, restrictions, and covenants to

ensure the development of a desirable environment for said activities, and to ensure that said development will be compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics;

NOW, THEREFORE, the Declarant hereby declares that (except to the extent compliance with this revised Declaration of Restrictions and Covenants would cause undue hardship or expense for a Tenant with respect to leasehold improvements and activities undertaken by him prior to the effective date of this instrument in conformity with the Restrictions and Covenants incorporated in his lease) the Property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions, and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said Property, each and all of which shall inure to and pass with each and every lot on said Property, and each and all of which shall apply to and bind the respective successors in interest of said Property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on El Paso International Airport in El Paso County, El Paso, Texas, and is known as the Butterfield Trail Industrial Park and Foreign-Trade Zone No. 68.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 AIRPORT BOARD: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 AIRPORT MANAGER: The Manager of El Paso International Airport.

2.03 BUILDING: The main portion of any building located on a Lot or Lots and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 BUILDING COVERAGE: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 BUILDING SITE: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 CITY: The City of El Paso, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 DECLARANT: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 FOREIGN-TRADE ZONE: The use of any or all Lots or any part thereof in the Butterfield Trail Industrial Park for Industrial Operations or other activities that comply with the U. S. Foreign Trade Zone Act Regulations (Title 15, Code of Federal Regulations), U. S. Customs Service Regulations, and City regulations of Foreign-Trade Zone use.

2.10 FRONT LOT LINE: The property line that faces a Street. On corner Lot or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.11 IMPROVEMENTS: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavation, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.12 INDUSTRIAL OPERATION: The manufacturing of products from raw or semi-finished materials, including research, warehousing and wholesaling operations. Retail sales of goods and services are specifically prohibited except as otherwise permitted herein with respect to the commercial support areas.

2.13 INDUSTRIAL PARK COMMERCIAL SUPPORT: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Butterfield Trail Industrial Park as specifically provided herein.

2.14 LOT: One of the numbered parcels on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.15 REAR LOT LINE: The property line generally paralleled to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.16 SETBACK: The distance a Building must be set back from the property line of a Lot.

2.17 STREET: Any street, highway, or other thoroughfare shown on the map entitled "Butterfield Trail Industrial Park," as filed with the County Clerk, County of El Paso, Texas.

2.18 TENANT: Any person, firm or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. All Blocks and Lots in the Butterfield Trail Industrial Park, except as Specified in Paragraph 3.01(B):

1. Unless specifically prohibited as herein defined, any Industrial Operation shall be permitted. In addition, if approved by the U. S. Customs Service

or other federal agency having jurisdiction, any Industrial Operation or activity complying with the Foreign-Trade Zone Act Regulations (Title 15, Code of Federal Regulations) shall be permitted.

All industrial processes shall be carried out entirely within facilities so designed to prevent any nuisance as defined in Paragraph 3.04 to adjacent Lots. An exception shall be made during periods when equipment breaks down in such a manner to make it evident that it was not reasonably preventable.

2. General permitted industrial classifications are as follows: research and light industry, industrial support, and medium and heavy industry, warehousing, and wholesaling.
3. Administrative and professional office use shall be permitted.

B. Lots 1 through 5, Block 3, Block 4 and Block 6 and such other blocks or Lots that may be designated by the Declarant in future stages of the Butterfield Trail: Unless specifically prohibited as herein defined, the following Industrial Park Commercial Support activities shall be permitted:

1. Restaurants, including fast food establishments;
2. Offices;
3. Day-care centers;
4. Banks or banking facilities;

5. Printing, reproduction, and photographic services for Industrial Operations;
6. Office and graphics supplies;
7. Commercial exercise clubs; and
8. Self-service gas stations.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential, retail commercial except as permitted in Paragraph 3.01(B); trailer courts; labor camps; junkyards; mining and quarrying; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering, stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

Hazardous activities
 Vibration or shock
 Noise
 Smoke, dust, odor, or other forms of air pollution
 Heat or glare
 Electronic or radio interference
 Illumination
 Liquid or solid refuse or waste
 Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises.

A. Hazardous Activities: No activity shall be conducted on any Lot that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining or adjacent Lots, or that shall be illegal.

B. Vibration or Shock: No vibration or shock perceptible to a persons of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. Noise: No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. Air Pollution: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmosphere pollutant shall be conducted within a completely enclosed Building.
2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.

3. The emission of odors that are detectable at any point beyond the property line of any Lot or Lots shall not be permitted.

E. Dust Control: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. Heat or Glare: Any operation producing intense glare or heat shall be performed within an enclosed screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. Electronic or Radio Interference: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. Illumination:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standards shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to

10 foot candles or 0.1 lumens per square foot per open areas or surfaces visible at the property line.

4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any other governmental agency having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. Refuse and Trash: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. Sewage Disposal Systems: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

3.05 SECURITY: If a Tenant activates space on its leased premises for Foreign-Trade Zone usage, said Tenant will comply with the security requirements imposed by the U. S. Customs Service or other federal agencies having jurisdiction.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES: No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setback: Setbacks from Front Lot Lines shall be a distance equal to twenty percent (20%) of the length of the

Building or two hundred percent (200%) of the height of the Building, whichever is greater, from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped if no visitor parking is provided in the Front Setback areas. If visitor parking is provided in the front Setback area, an area equivalent to twenty percent (20%) of the Front Setback shall be landscaped. All Buildings shall be set back a minimum of twenty-five (25) feet from the Front Lot Line. If the Tenant's Lot or Lots front on more than one Street, the front Setback shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted.

B. Side Setbacks: Side Setbacks shall be a minimum of thirty (30) feet, and up to fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setback: Rear Setback shall be forty (40) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not interfere

with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in

accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successors standards thereto. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days of the date the certificate of occupancy is filed on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraphs 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other Lots on the same block. All landscaping shall be maintained in a sightly and well kept condition.

Lessee shall landscape only in accordance with a plan submitted to and approved in writing by the Declarant or its authorized agent prior to any development. Such landscaping plan shall include information regarding the type of sodding, the type of seeding, types of trees, hedges and shurbs, and information regarding other customary landscape treatment for the entire applicable site, in accordance with such approved plans and said plan may not be altered, amended or revised without submitting the revised landscaping plan for prior written approval by the

Declarant or its authorized agent.

A. Landscaping Standards: It is the intent of the Declarant to obtain high quality landscaping throughout the Property which is the subject of this Declaration. If lessee should fail, in the sole and final judgment of Declarant, to maintain landscaping consistent with Declarant's intent, Declarant may, at its option, do such maintenance work as it deems advisable, and the actual cost of labor and materials multiplied by 1.25 shall be added to the next monthly rental payment of lessee as an additional charge.

The following requirements shall apply:

1. All street setback areas shall be landscaped except those areas approved for walkways, driveways and parking.
2. All areas in site setbacks shall be fully landscaped, except for area approved to be paved.
3. Desert planting, defined as native desert plants set in ground cover of boulder, pebbles, sand or landscape shall not comprise more than fifty percent (50%) of any given landscaped setback area.
4. The lessee shall landscape and maintain unpaved areas between the curb and the setback lines. The first ten (10) feet of setback from street property lines shall be used exclusively for landscaping except where driveways bisecting the required landscape area occur.
5. Complete landscape and sprinkler plans are required for review. Specifications should indicate soil treatment and preparation.

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments or successor standards thereto.

A. AIRPORT GRAPHICS STANDARDS: It is the intent of the Declarant that all signs be uniform and limited to specified graphic guidelines.

No billboards, flashing lighting or advertising sign shall be permitted on any site within the Property. Only signs identifying the name, business and products of the person or firm occupying the premises and those offering the premises for sale or lease will be permitted.

Only one (1) sign of approved design shall be permitted on the front setback line and one (1) sign may be attached to the side of a building which faces a public street.

Design and construction of signs shall be approved in writing by the Declarant or its authorized agent after review by the Architectural Review Committee with respect to size, design and color. Signs shall also conform to local building codes as well as regulations of the FAA.

Multiple occupancy building signs may be approved on a case-by-case basis by the Declarant or its authorized agent after review by the Architectural Review Committee.

B. COMMERCIAL SUPPORT AREAS: Signs within the Commercial Support areas shall be limited in height to seven (7) feet, and in space to no more than four (4) square feet. All signs in the Commercial Support area shall be uniform. No signs shall be affixed to or otherwise placed on a building in a Commercial Support area except immediately adjacent to a door and of a style acceptable to Declarant or its authorized agent.

4.05 PARKING AREAS: Adequate offstreet parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREAS: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisance.

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely

screening such areas from view of adjoining Lots or public Streets or both.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas; onstreet vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of the Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots or public Streets or both.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of fifty (50) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE: Buildings shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

B. FAA Regulations: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA where applicable.

C. Final Approval By Declarant: Final approval of the compatibility of any Improvement with the overall architectural

character of the Butterfield Trail Industrial Park shall remain with the Declarant. Construction shall not commence before the Declarant has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. Building Materials: All Buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval of the Airport Manager based upon the favorable recommendation of the Airport Architectural Review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. Roof Screening: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building and cannot be seen from any point within two hundred-fifty (250) feet of the Building at an eye level of six (6) feet above the curblineline.

C. Accessory Buildings, Enclosures, and Fences: Accessory

Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. Building Codes and Ordinances: All Buildings shall conform to all local building codes and ordinances.

E. Approval by Airport Manager: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipes, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant or its authorized agent and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities

shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the Declarant or its authorized agent within the time schedule determined:

A. Topographic, Grading, Drainage, Utility and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.
2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plan: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials or paint or both or other coating colors to be used on the exterior of all improvements that are visible from any point on any Lot line. The Declarant reserves

the right through its authorized agent to approve all said materials or colors or both and further reserves the right to suggest alternative materials or colors or both that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

G. Additional Requirements - Foreign-Trade Zone: Tenants who intend to use their facilities as a Foreign-Trade Zone shall, in addition to submittal to the Declarant or its authorized agent submit their plans and specifications to the U. S. Customs Service and other federal agencies, as appropriate, for approval and compliance with the Foreign-Trade Zone Act and other required federal regulations.

5.02 FORMS AND CONTENT OF PLANS: The Declarant may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping, and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and

specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed

within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or his authorized agent grants written extension of such approval. After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions in that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or his authorized agent in writing. The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as

herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or his authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that his Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All expenses incurred in this action shall be payable by the Tenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said violation.

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures

thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm, or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the rights of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildings they serve, (2) between Buildings involved in a single industrial activity for single Tenant, (3) in the Industrial Park Commercial Support areas, and (4) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS: Such use and occupancy permits as may be required by the Building Code of City shall be maintained in force at all times by each Tenants.

IN WITNESS WHEREOF, THE CITY OF EL PASO, the Declarant, has caused its name to be hereunto subscribed this 5th day of February, 1985.

ATTEST:

CITY OF EL PASO, TEXAS

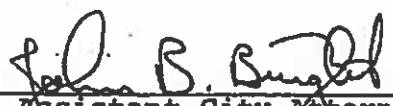

City Clerk


Mayor

APPROVED AS TO CONTENT:


Airport Manager

APPROVED AS TO FORM:


Assistant City Attorney



Legislation Text

File #: 22-464, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution that the City Manager be authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and Halloran Family Joint Venture, LLC ("Lessee"), regarding real property described as, a 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, (approximately 1.213 acres of land) and municipally known and numbered as 6901 Montana Ave., El Paso, Texas.

The initial term is 40-year beginning at 12:00:00 a.m. on May 1, 2022 ("Effective Date") for a monthly fee of \$4,179.27, plus one option to extend for 10 years.

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

DEPARTMENT: Aviation

AGENDA DATE: April 26, 2022

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

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

Resolution that the City Manager be authorized to sign a Lease Agreement by and between the City of El Paso ("Lessor") and Halloran Family Joint Venture, LLC ("Lessee"), regarding real property described as, a 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, (approximately 1.213 acres of land) and municipally known and numbered as 6901 Montana Ave., El Paso, Texas.

The initial term is 40-year beginning at 12:00:00 a.m. on May 1, 2022 ("Effective Date") for a monthly fee of \$4,179.27, plus one option to extend for 10 years.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow Halloran Family Joint Venture, LLC to continue to occupy the premises at 6901 Montana Avenue. The current lease agreement expires at 11:59:59 p.m. on April 30, 2022. The tenant failed to exercise the option

Term: Initial term of forty (40) years with one (1) option of ten (10) years.

Rental Fee: 52,846.456 square feet at \$0.9490 = \$50,150.93 per annum or \$4,179.27 per month.

PRIOR COUNCIL ACTION:

- March 31, 2015 - Lessor's Approval of Assignment to Halloran Family Joint Venture, LLC.
- May 12, 1987 - Lessor's Approval of Assignment to Halloran Family Joint Venture.
- April 30, 1987 - Lessor's Approval of Assignment to Richard N. Azar and Jerry M. Coleman, Co-owners dba Azar-Coleman Properties.
- February 1, 1986 - Industrial Site Lease between City of El Paso and Jerry M. Coleman.

AMOUNT AND SOURCE OF FUNDING:

N/A: This is a revenue generating item.

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Lease by and between the City of El Paso ("Lessor") and Halloran Family Joint Venture, LLC ("Lessee") regarding the following real property described as:

A 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, (approximately 1.213 acres of land) and municipally known and numbered as 6901 Montana Ave., El Paso, Texas

with a 40 year initial term and one option to extend for ten years.

Dated this ____ day of _____ 2022.


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:



Samuel Rodriguez, P.E.
Director of Aviation

CROSSWINDS ENTERTAINMENT DISTRICT GROUND LEASE

El Paso International Airport
El Paso, Texas

Halloran Family Joint Venture, LLC.
Lessee

Effective Date

**CROSSWINDS ENTERTAINMENT DISTRICT LEASE
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EXHIBIT "A" - Property Description & Metes and Bounds of Premises
EXHIBIT "B" – Declaration of Restrictions and Covenants

CROSSWINDS ENTERTAINMENT DISTRICT LEASE

THIS LEASE AGREEMENT ("Lease") is entered into as of _____, 2022, by and between the City of El Paso ("Lessor") and **Halloran Family Joint Venture, LLC**. ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

1.01 Description of Premises Demised.

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

A 52,846.456 square foot parcel of land, more or less, being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas, and municipally known and numbered as 6901 Montana Ave., El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 Right to Construct.

Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained.

1.03 Restriction of Privileges, Uses and Rights.

The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.04 Conditions of Granting Lease.

The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

- A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in the Declaration, shall be made without the prior written consent of Lessor.
- B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property within the Crosswinds Entertainment District.

1.05 Habendum and Title Warranty.

Lessor warrants that it owns the Leased Premises.

ARTICLE II - TERM OF LEASEHOLD**2.01 Term.**

The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of Forty (40) years ("Initial Term"), commencing on _____, 20__ ("Effective Date").

2.02 Option to Extend.

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one additional term of ten (10) years by notifying Lessor in writing of Lessee's election at least one hundred eighty (180) days prior to the expiration of the Initial Term.

2.03 Holding Over.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply

consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

2.04 National Emergency.

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

ARTICLE III – RENT

3.01 Rent.

For the purpose of computing rent payments, Lessor and Lessee agree that the Premises comprise of 1.21 acres, or 52,846.456 square feet of land. The initial Rent will be calculated on the basis of 52,846.456 square feet at \$0.9490 per square foot per annum. The annual Rent for the first five (5) years of the Initial Term shall be \$50,151.29, or \$4,179.27 monthly. Readjustment of Rent is addressed in Section 3.04 below.

3.02 Commencement of Rent and Time of Payment.

Payment of Rent by Lessee to Lessor as aforesaid shall commence on the Effective Date of this Lease. The Rent shall be paid in twelve (12) equal monthly installments. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Security Deposit.

As Tenant is a pre-existing tenant of Landlord and has met its security deposit obligations under the predecessor to this Lease, no security deposit shall be necessary under this Lease.

3.04 Readjustment of Rent.

For the purpose of computing adjustments to rental payments, Lessor and Lessee agree as follows, with each adjustment effective as of the appropriate anniversary date, regardless of the date the actual adjustment is made:

- A. Rent shall be adjusted on the first of the month following each fifth (5th) anniversary of the Effective Date of this Lease thereafter during the Initial Term and any Lessee's Option Period. Lessor and Lessee agree that, except as provided for in paragraph B to this Section, percentage increases in the Consumer Price Index for all Urban Consumers (CPI-U) shall govern the rent readjustment for these anniversary dates. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as that rate in place ninety (90) calendar days prior to the Effective Date of this Lease. Rent shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment (i.e. the fifth (5th) anniversary date of the Effective Date of this Lease).

In the event the CPI-U is not yet published or is otherwise unavailable for the month in which this Lease is effective, the price index used will be that price index for the closest preceding month for which the price index is

available. In the event that the CPI-U is no longer published by the Bureau of Labor Statistics, Department of Labor at a time when an adjustment is to be made, Lessor and Lessee agree to use the consumer price index published by the Department of Labor that replaces the CPI-U or, if no replacement is available, but a reasonably comparable consumer price index exists, to use the method set forth in paragraph B below to adjust rent.

All readjustments shall be effective as of the fifth (5th) anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Rent be less than the rate in place immediately prior to such readjustment nor more than twenty percent (20%) more than the Rent established at the beginning of the immediately preceding five-year period.

- B. At the beginning of the forty-first year of Lessee's tenancy, the Rent shall be adjusted to a rate equal to eight percent (8%) of the then fair market value of the Premises, disregarding the value of any Lessee-owned improvements located on the Premises, established as set forth in this Lease. In no event however, shall the Rent for the Option Period be less than the Rent established at the beginning of the immediately preceding five (5) year period. The Rent shall become effective as of the Option Period, regardless of the date the actual adjustment is made.
- C. **Appraisal.** The fair market value of an identified parcel ("Parcel") shall be determined by either a current appraisal (less than three years old) of a similar property ("Current Appraisal") or a new appraisal of the Parcel. It shall be at the discretion of Lessor as to whether a Current Appraisal or a new appraisal shall be used. In the event a new appraisal is preferred, Lessor will select an appraiser from its list of qualified appraisers to establish the fair market value of the Parcel, disregarding the value of any Lessee-owned improvements located on the Parcel. This appraisal or the Current Appraisal shall be known as the "First Appraisal."

Upon completion of the First Appraisal, Lessor shall notify Lessee in writing of the rental rate, which shall be calculated as described in Section 3.04B. If Lessee agrees with the First Appraisal, or does not respond to Lessor in writing within fifteen (15) calendar days after receipt of the written notice as required herein, or it does not produce a Second Appraisal (as defined below) within 30 calendar days from Lessee's notice to proceed with said Second Appraisal, the First Appraisal and its resulting rent shall be deemed to be accepted by Lessee.

If Lessee disagrees with the rental rate resulting from the First Appraisal, Lessee, within fifteen (15) calendar days after receipt of said notice, shall notify Lessor in writing of Lessee's request for a qualified second appraisal ("Second Appraisal"). The second appraiser must be the next appraiser appearing on Lessor's list of qualified appraisers. The cost of the Second

Appraisal shall be paid by the Lessee. The rental rate resulting from the Second Appraisal shall be calculated as described in Section 3.04B.

After the Lessee provides Lessor with the Second Appraisal, both parties have a 15 business day review period to consider same. If, by the 15th day, either the Lessor or Lessee disagrees with the rental rate resulting from the Second Appraisal, and a third appraisal ("Third Appraisal") is necessary, the Lessor and Lessee shall agree to the next appraiser appearing on the Lessor's list of qualified appraisers. The cost of the Third Appraisal shall be paid equally by the Lessor and Lessee, and the Third Appraisal shall be the final determinant of the rental rate. There shall be no further appraisals beyond the Third Appraisal, regardless of whether either the Lessor or Lessee disagrees with the rental rate resulting from the Third Appraisal.

Lessee shall pay the Rent as determined by the First Appraisal under protest until there is a final determination of the fair market value for the Parcel for which the Rent is determined. Should the final determination of the fair market value of the Parcel be a lower rate than the fair market value of the Parcel determined by the First Appraisal, Lessee's account will be credited by Lessor accordingly.

3.05 Unpaid Rent, Fees and Charges.

Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.06 Place of Payment.

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

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

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

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 Quiet Enjoyment.

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE

5.01 Net Lease.

This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

- A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;
- B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and
- C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.

Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

5.03 Compliance with Laws.

Lessee, at Lessee's expense, agrees that it will construct, operate and maintain improvements on the Premises in accordance with the Declaration and in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises and any improvements thereon. In addition, Lessee agrees, if required, it will remove all improvements, in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use, occupation or alteration of the Premises.

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

A. Definitions.

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

B. Compliance.

- (1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage**

to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, its sublessees, agents, employees, contractors, licensees or invitees. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water to the extent required under Environmental Laws. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work to the extent required by any federal, state or local governmental agency or political subdivision having authority to enforce Environmental Laws because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Lease.

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

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

- (4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
- (5) Lessee shall insert the provisions of this Section 4.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.

C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises.

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

D. Reporting.

- (1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.
- (2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with

applicable Environmental Laws.

5.04 Minimum Improvement Standard.

Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.

Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements or any plans, specifications and working drawings for Lessee's removal of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.

Lessee shall landscape the Premises and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements in Crosswinds Entertainment District. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements to a standard comparable to similar improvements in Crosswinds Entertainment District. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements in Crosswinds Entertainment District. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice and if Lessee is unable to show that it has made diligent efforts to commence the work, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

5.07 Utilities.

Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term

hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

5.08 Trash, Garbage, and Other Refuse.

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

5.09 Permitted Uses.

Lessee will not enter into any business activity on the Premises other than those permitted in the Declaration.

5.10 Penalties Assessed by Federal Agencies.

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees, contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed provided that Lessee was permitted to participate in the due process for administration of the violation. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

**ARTICLE VI -
INSURANCE AND INDEMNIFICATION**

6.01 Insurance.

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence,

One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence, and

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

6.02 Additional Insured.

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

6.03 Fire and Other Risks Insurance.

Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars (\$50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

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

- B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

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

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

6.05 Authorized Insurance and Surety Companies.

All required policies of insurance and bonds shall be written by insurance and surety companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

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

6.06 INDEMNIFICATION.

LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT

OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES EXCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

**ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE
OR OTHER CASUALTY**

7.01 Obligations of Lessee.

During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

- A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.
- B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.
- C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

- D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.
- E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.

Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.

Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty not caused directly or intentionally by Lessee but materially impairing Lessee's use of the Premises, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.

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

- A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are

pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

- B. “Total Taking” means the taking of the fee title to all of the Premises and improvements thereon.
- C. “Substantial Taking” means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:
 - 1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;
 - 2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;
 - 3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.
- D. “Partial Taking” means the taking of a fee title that is not either a Total or Substantial Taking.
- E. “Improvements” includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.
- F. “Notice of Intended Taking” means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.
- G. “Award” means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.
- H. “Date of Taking” means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

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

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

8.03 Rights of Parties during Condemnation Proceeding.

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

8.04 Taking of Leasehold.

Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.

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

8.06 Partial Taking.

Upon a Partial Taking, all Awards shall be disbursed as follows:

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

8.07 Obligations of Lessee under Partial Taking.

Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's

continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.

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

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.

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

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

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

9.02 Mortgagee's Rights.

Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

- A. To cure the default if it can be cured by the payment or expenditure of money;
- B. To perform such other action as may be necessary to cure the default;
- C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or
- D. To institute foreclosure proceedings and prosecute same diligently to conclusion.
- E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.
- F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.
- G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.
- H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.
- I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.

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

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 Expiration.

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

10.02 Cancellation.

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

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;
- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises;
- E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

10.03 Repossessing and Reletting.

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

- A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and
- B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.

Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.

Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the Effective Date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 31st and July 31st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Lessor any subleases of the Premises, or any improvements thereon and, upon request of Lessor, Lessee shall furnish Lessor with a copy of the Sublease Agreement along with a list of its sublessees and their contact information to the Director.

10.06 Rights Upon Expiration.

At the expiration of this Lease, Lessor may, at its option, take title to said improvements in lieu of removal by Lessee. Lessor will provide one hundred fifty (150) days written notice of its option to retention or removal of the improvements. Otherwise, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

- A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

- B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

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

In accordance with Article 3503.004 of the Texas Insurance Code, if a performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

10.07 Lessor's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to

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

ARTICLE XI - GENERAL PROVISIONS

11.01 Continuity of Deed Restrictions and Covenants.

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within Crosswinds Entertainment District similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

11.02 Right of Flight.

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

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

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

11.03 Time Is of the Essence.

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

11.04 Notices.

All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

<p>LESSOR: City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890</p>	<p>Director of Aviation El Paso International Airport 6701 Convair Rd. El Paso, Texas 79925-1099</p>
<p>LESSEE: Halloran Family Joint Venture, LLC. Attn: Kristen Riley 8 Horseshoe Dr. Highland Village, Texas 75077 (972) 896-2023 With email copy to: treyburton@gmail.com</p>	<p>With a Copy to: Ryan Little 100 N. Stanton Ste. 1000 El Paso, Texas 79901 (915) 541-1526 Facsimile little@mgmsg.com</p>

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

11.05 Attorney's Fees.

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

11.06 Agreement Made in Texas.

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

11.07 General Civil Rights Provision.

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the “sponsor”) or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

11.09 Affirmative Action.

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

11.10 FAA Order 1400.11.

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

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

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix C]

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

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said instrument had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

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

11.11 Cumulative Rights and Remedies.

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

11.12 Interpretation.

Lessor and Lessee agree that this Lease has been freely negotiated by both parties and that any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion. There shall be no inference, presumption, or conclusion drawn whatsoever against other party by virtue of that party having drafted this Lease or any portion thereof.

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

11.13 Agreement Made in Writing.

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

11.14 Paragraph Headings.

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

11.15 Severability.

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

11.16 Successors and Assigns.

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

11.17 Taxes and Other Charges.

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

By March 1st of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all real estate and ad valorem taxes due and payable with respect to the Premises have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from the Lessee's use of the property or possession of the Premises.

Lessee in good faith may contest any tax or governmental charge, provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom unless, in the opinion of counsel satisfactory to Lessor, such action will not adversely affect any right or interest of Lessor.

11.18 Waiver of Warranty of Suitability.

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.

All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06.

11.20 Restrictions and Reservations.

This Lease is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. Lessor reserves the right to grant any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances and Lessee consents to and will diligently execute all documentation necessary to complete any future rights-of-way, easements, dedications, restrictions, reservations, or encumbrances, so long as such grants do not adversely affect Lessee's use of the Premises.

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

11.21 Force Majeure.

It is expressly agreed and understood by the parties to this Agreement that if the performance of any obligations hereunder is delayed beyond such party's reasonable control by reason of war, civil commotion, acts of God, outbreak of hostilities, epidemic, acts of terrorism, strike, severe weather or other casualty or court injunction, the party so obligated or permitted shall be excused from doing or performing same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period of time such party was reasonably delayed.

11.22 Subordination of Lease.

All rights granted in this Lease shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between Lessor and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Lessee may cancel this Lease in its entirety. Should Lessee cancel its lease pursuant to this paragraph, it can pursue any remedies available to it under the Section VIII of this Lease.

11.23 Authorization to Enter Lease.

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

11.24 Effective Date/Memorandum.

Regardless of the date signed, this Lease shall be effective as of the date indicated on the Title Page of this Lease. Subsequent to the full execution and delivery of this Lease, Lessor and Lessee may, upon request by Lessee, execute and acknowledge a memorandum of this Lease in a form

and substance reasonably acceptable to Lessor and Lessee. Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

11.25 Complete Agreement.

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

(Signatures begin on following page)


LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this ____ day of _____, 202__.

LESSOR: CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

 Samuel Rodriguez, P.E.
 Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 202 , by Tomás González as City Manager of the City of El Paso, Texas.

Notary Public, State of Texas

My Commission Expires:

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:

By: Halloran Family Joint Venture LLC

Kristen J Riley

Print Name: Kristen J Riley

Title: Member

ACKNOWLEDGMENT

THE STATE OF Texas)

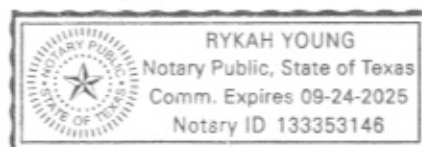
COUNTY OF Denton)

This instrument was acknowledged before me on this 19 day of April, 2022 by Kristen J Riley, its member of Halloran Family Joint Ventures (Lessee).
LLC

[Signature]
Notary Public, State of Texas

My Commission Expires:

9/24/25



(Exhibits on the following pages)

EXHIBIT "A"

PREPARED FOR: Richard Azar
 Being a portion of Tract 4A25, Block 2
 Ascarate Grant, City of El Paso, El Paso
 County, Texas.

PROPERTY DESCRIPTION

Description of a parcel of land being a portion of Tract 4A25, Block 2, Ascarate Grant, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

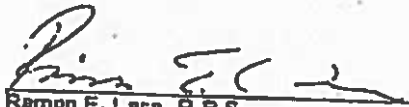
From a point, said point being the intersection of the centerline of Boeing Drive with the centerline of Sikorsky Drive; thence, South 08° 49' 53" East and along the centerline of Sikorsky Drive a distance of 295.89 feet; thence, South 81° 10' 07" West a distance of 291.32 feet to the POINT OF BEGINNING;

Thence, South 01° 01' 53" East a distance of 205.00 feet to a point lying on the northerly right-of-way line of Montana Avenue;

Thence, South 81° 10' 07" West along said right-of-way line a distance of 280.00 feet;

Thence, North 01° 01' 53" West a distance of 205.00 feet;

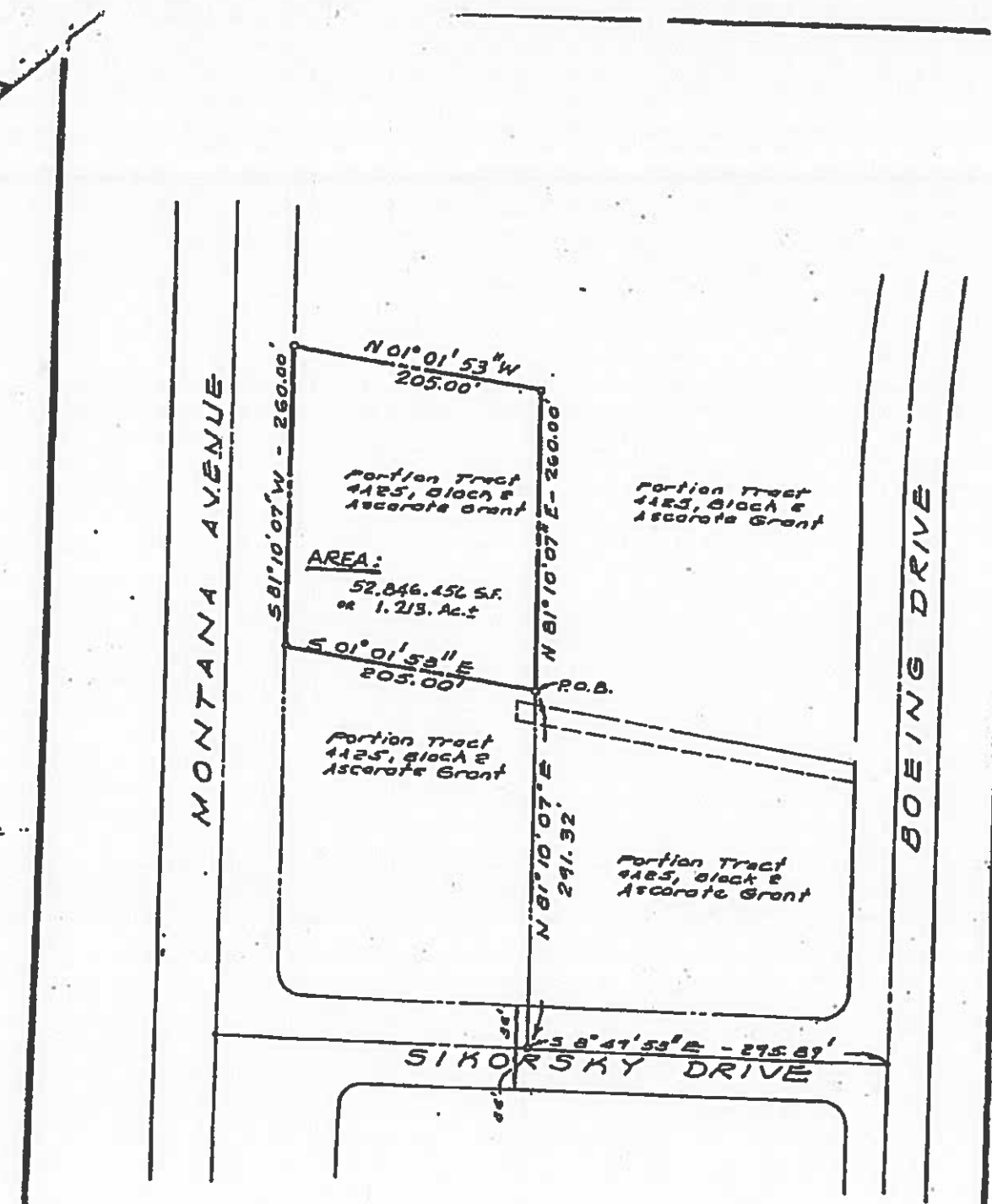
Thence, North 81° 10' 07" East a distance of 280.00 feet to the POINT OF BEGINNING and containing in all 52,848.456 square feet or 1.213 acres of land, more or less.


 Ramon E. Lara, R.P.S.
 BOHANNAN-HUSTON, INC.

November 20, 1985

EXHIBIT "A"

Page 1 of 2



NOT A SURVEY

PLAT

BEING A PORTION OF
TRACT 4125, BLOCK 2,
ASCARATE GRANT
EL PASO COUNTY
TEXAS

FIELD BOOK No.	DRAWN	HSD	DOHANNAN
ENGINEER	REL	APPROVED: REL	HUSTON

SCALE: 1" = 100'

DATE: 11-20-2020

EXHIBIT "B"

LEASE RESTRICTIONS AND COVENANTS

Lessor and Lessee hereby agree that the property more particularly described below shall be used and occupied subject to the restrictions and covenants hereinafter set forth:

ARTICLE I

PROPERTY

The real property subject to these Restrictions and Covenants is more particularly described as follows:

The demised premises described in Article I, paragraph A of the attached lease.

ARTICLE II

DEFINITIONS

Whenever used in these Restrictions and Covenants, the following terms shall have the following meanings:

A. "PERMITTED USES" shall mean the uses which may be engaged in upon the demised premises under Article III, paragraph F of the attached lease.

B. "BUILDING" shall include both the main portion of such building and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies and porches. Ground cover shall not be included.

C. "LOT" shall mean a parcel of land recognized by the City as an acceptable site for use or buildings.

D. "BUILDING SITE" shall mean the entire lot or lots (if contiguous) leased by one tenant.

E. "STREET" shall mean any street, highway, or other public thoroughfare recognized by the City.



F. "SETBACK" shall mean the distance a building must be set back from the property line of the parcel.

G. "FRONT LOT LINE" shall mean the property line where a lot abuts a street.

H. "REAR LOT LINE" shall mean the property line which does not abut a street, and which usually is opposite the "FRONT LOT LINE".

I. "CITY" shall mean the City of El Paso, Texas, its duly elected Council, or any duly constituted agent/committee appointed through said Council to fulfill the obligations herein required.

ARTICLE III

PERMITTED USES

A. No land or structure shall be used or occupied in any manner so as to create any dangerous, noxious, or otherwise objectionable conditions which may affect any other property, including, but not limited to:

fire, explosive or other hazard

noise, vibration or shock

smoke, dust, odor or other forms of air pollution

heat

glare

electrical or other disturbance

liquid or solid refuse or wastes

other substance, condition or element in such manner or in such amount as to affect the surrounding area or adjoining premises.

A. Fire and Explosive Hazards. No activity shall be undertaken involving fire or explosive hazard which shall endanger the property, improvements or employees of any other property owner or tenant.

B. Noise. At no point on any property line shall the sound pressure level of any individual operation (other than the operation of motor vehicles, aircraft, or other transportation facilities) exceed the decibel levels in the designated octave bands shown below:

Octave Band Cycles Per Second	Maximum Permitted Sound Level in Decibels Re 0.0002 dynes/cm ²
0-300	75
300-1200	55
1200-4800	45
4800 and above	40

C. Air Pollution.

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant, shall be conducted within a completely enclosed building.
2. Visible emissions of smoke will not be permitted which exceed Ringlemann No. 1 on the Ringlemann Chart of the U. S. Bureau of Mines other than the exhausts emitted by motor vehicles or other transportation facilities. This requirement shall also be applicable to the disposal of trash and waste materials. Wind-borne dust, sprays and mists will not be permitted.
3. No operation shall discharge into the atmosphere toxic or noxious matter.
4. The emission of odors which are detectable at any point beyond the property line of any operation will not be permitted.

D. Dust Control. All developed ground areas not covered by structures shall be landscaped or surfaced with concrete, asphalt oil or other comparable dust-free surfacing; shall be

maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

E. Heat or Glare. Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

F. Illumination.

1. Exterior Lighting. The design and location of exterior lighting shall comply in all respects to the requirements of the City, the Federal Aviation Administration or any successor agencies, and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from and around the airport.

2. Interior Lighting. The source of illumination of any kind within any building on the site shall not be visible at the property line except for normal installation of standard interior lighting fixtures within buildings.

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

1. Permitted Signs. Signs on the demised premises shall be limited to those identifying the uses conducted on the site to those necessary for directional purposes, and to those required to advertise the rental of the specific property on which the sign is displayed. The size, design and location of all signs shall require the written approval of the Airport Manager prior to installation.

Outdoor advertising, billboards or flashing lighting shall not be permitted.

2. Lighting and Construction. All signs shall comply with all building codes of the City of El Paso and with all rules and regulations of the Federal Aviation Administration and its successor agencies.

H. Refuse or Trash. No refuse or trash shall be unreasonably kept, stored or allowed to accumulate on any parcel.

I. Storage. All storage of every type, except of autos or aircraft, shall be within the buildings or enclosures approved in writing by the Airport Manager. Storage of aircraft parts, service equipment or similar items shall be expressly prohibited outside buildings or such enclosures.

J. Sewage Disposal Systems. No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used upon any parcel without the written approval of the Airport Manager.

ARTICLE V

DEVELOPMENT OF SITE-REQUIRED IMPROVEMENTS

A. Offstreet Parking. All provisions of automobile parking for employees and visitors of the tenant shall be placed on the lot(s) leased. No parking whatsoever shall be permitted on the streets.

Offstreet parking facilities shall be provided generally in accordance with The City of El Paso Offstreet Parking Ordinance No. 1653 and any amendments or successor ordinances thereto, and shall be sufficient for the parking of all automobiles necessary to the conduct of the business.

Each parking space shall be designated by white lines painted upon the paved surface.

B. Vehicle Loading. All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on lot(s) leased; onstreet vehicle loading shall not be permitted.

C. Setbacks. All buildings shall be set back a minimum of twenty-five (25) feet from the lot line(s) facing the street; the area between the lot line(s) and setbacks shall be landscaped. If visitor parking is provided in the front setback, all buildings shall be setback a minimum of fifty feet (50) from the lot line. At least twenty percent (20%) of the required minimum front setback area and side setback areas facing the street shall be landscaped and planted. Side setbacks (not facing the street) shall be a minimum of fifteen (15) feet, and fifty percent (50%) of the required minimum setbacks shall be landscaped and planted. Rear setbacks shall be ten (10) feet from the lot line or utility easement line, provided such construction does not interfere with utility services.

D. Landscaping. A reasonable amount of landscaping, including the planting of ground covers, shrubs and trees, shall be required, such landscaping to be in accordance with standards established herein. The first phase of such landscaping, as approved, shall be installed within a period not to exceed one hundred and eighty (180) days after the notice of completion has been filed on the initial building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph D, above. In addition, paving or landscaping shall extend from the property line to the curb, such paving or landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval, before installation, by the Airport Board.

Within setback areas fronting on streets labeled "Fine Textured Plants," planting must be selected from the following list:

TREES:

Albizzia julibrissin
Cupressus arizonica
Juniperus scopulorum
Pinus halepensis
Elaeagnus angustifolia
Chilopsis linearis
Prosopis glandulosa
Parkinsonia aculeata
Punica granatum
Juniperus chinensis
Thuja orientalis
Gleditsia triacanthos inermis
Pinus pinea
Cupressus sempervirens glauca
Pinus nigra

LOW PLANTING:

Cotoneaster adpressa
Cotoneaster horizontalis
Juniperus varieties
Lavandula officinalis
Punica chico
Santolina chamaecyparissus
Yucca filamentosa
Gelsemium sempervirens
Liriope sp.
Rosamarinus prostrate varieties

SHRUBS:

Cortaderia selloana
Juniperus varieties
Thuja varieties
Caesalpinia quilliesi
Cotoneaster pannosa and p. nana
Pouquieria splendens
Leucophyllum frutescens
Spartium junceum
Tamarix sp.
Ruxus japonica
Dasyilirion texanum
Punica granatum nana
Rosmarinus officinalis

VINES:

Gelsemium

Within setback areas fronting on streets labeled "Medium Textured Plants" planting must be selected from the following list:

TREES:

Praxinus velutina
Lagerstroemia indica
Ulmus parvifolia
Carya illinoensis
Ulmus pumila
Malus in variety
Prunus cerasifera varieties
Prunus persica
Zizyphus jujuba
Melia azedarach
Koelreuteria paniculata

LOW PLANTING:

Chaenomeles japonica
Convolvulus cneorum
Plumbago capensis
Salvia coccinea
Euonymus fortunei
Lonicera sp.
Teucrium chamaedrys
Vinca major
Ajuga reptans

SHRUBS:

Ligustrum sp.
Vitex sp.
Sambucus glauca
Hibiscus syriacus
Lonicera sp.
Rosa multiflora and others
Xylosma japonica
Chaenomeles lagenaria
Cotoneaster parneyi
Elaeagnus fruitlandi
Euonymus japonicus
Forsythia intermedia
Jasminum hymile
Nandina domestica
Pyracantha in variety
Raphiolepis sp.
Spiraea van houttei
Abelia grandiflora
Jasminum floridum
Jasminum nudiflorum
Robinia hispida
Ternstroemia japonica

VINES:

Campsis radicans
Lonicera
Parthenocissus lowi
Rosa varieties
Trachelospermum asiaticum
Wisteria sp.
Polygonum auberti

Within setback areas fronting on streets labeled "Course Textured Plants", planting must be selected from the following list:

TREES:

Morus sibirica
Maclura pomifera
Photinia serrulata
Ailanthus altissima
Magnolia grandiflora
Phoenix canariensis
Washingtonia robusta
Ficus carica

SHRUBS:

Buddleia in variety
Eriobotrya japonica
Nerium oleander
Philadelphus virginialis
Pittosporum tobira
Viburnum sp.
Aucuba japonica in variety
Hex cornuta rotunda

LOW PLANTING:
Hedera helix

VINES:
Parthenocissus quinquefolia
Parthenocissus tricuspidata

E. Building Heights. All building heights shall conform to FAA rules and regulations. The term "building height" shall include any building equipment, extrusions, etc.

F. Site Coverage. All buildings and structures, or portions thereof, placed on the lot(s) shall not cover more of the total lot area than the Airport Board shall approve.

G. Type of Construction. All buildings shall be framed with reinforced concrete or masonry, structural steel or structural aluminum. Siding shall be masonry, glass or enameled steel. Concrete, or masonry units shall be kept neatly painted, if used.

All buildings shall conform to applicable laws, ordinances and building codes of the City of El Paso.

H. Storage. All storage, except of autos or aircraft, shall be within buildings or an enclosure.

I. Pipes. No water pipe, sewer pipe or drainage pipe (other than those within structures) shall be installed or maintained upon any parcel above the surface or the ground, except hoses and movable pipes used for irrigation or similar purposes, as approved by the Airport Manager.

J. Fencing. Fencing between buildings shall be constructed as required by the City. The placement and design of such construction shall be in accordance with plans and specifications prescribed by the City or its authorized agent.

ARTICLE VI

PREPARATION AND SUBMISSION OF PLANS FOR IMPROVEMENTS

A. General. All plans for improvements shall be prepared by registered engineers and architects, shall be of a contemporary design, and shall require prior written approval by the Airport Board before any construction can take place.

Upon the execution of a lease for building site, the Airport Manager and the tenant shall jointly determine a reasonable period of time in which final plans and specifications shall be submitted, such period to be set forth in writing by the Airport Manager.

The following plans shall be required for submission to the Airport Board within the time period determined:

1. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed improvements to the lot(s) demised and to the improvements on adjacent lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.
2. Building plans and specifications of sufficient detail to permit the Airport Board to determine compliance with all applicable laws and ordinances and with the restrictions herein. These plans and specifications may be manufacturers' standard plans, if such are sufficient as aforesaid.
3. Ground cover plans, including landscaping.
4. A true architectural rendering of the proposed buildings, including the proposed exterior color scheme, style, materials and design and placement of signs.
5. Any other plans, specifications, or design features which the City or its authorized agent may deem necessary and request.

B. Form and Content of Plans. The Airport Board may promulgate rules governing the form and content of plans to be

submitted for its approval, and may issue statements of its policy with respect to approval or disapproval of architectural styles, details or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Airport Board at any time; and no inclusion in, omission from, or amendment of any such rules shall be deemed to bind the Airport Board to its approval or to waive the exercise of the City's discretion as to any such matter.

C. Codes and Regulations. All improvements shall be planned and constructed in accordance with rules and regulations prescribed by the City or its authorized agent; with the laws and ordinances of the City of El Paso; with applicable building codes; and in compliance with the rules and regulations of the Federal Aviation Administration or any successor agencies, where applicable.

D. Approval of Plans. Approval of plans and specifications shall be at the sole discretion of the Airport Board.

Approval of any plans and specifications for use on any one parcel shall not be deemed a waiver of the Airport Board's right, in its discretion, to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other parcel or parcels.

E. Commitment to Construct. Upon approval by the Airport Board of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Airport Manager.

Approval of these plans by the Airport Board shall constitute a commitment on the part of the tenant to erect and maintain the improvements as proposed and approved within a reasonable time period, such period to be determined jointly by the Airport Manager and the tenant and to be set forth in writing by the Airport Manager.

F. Construction Within Time Specified. Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the time specified. Failure to complete such work in the time specified shall cause such approval to be automatically withdrawn unless the Airport Board grants written extension of such approval. After such automatic withdrawal of approval, the tenant will be considered in default of its lease for such property and the City may terminate such lease in accordance with the provisions set forth in that document.

G. Landscaping Plans. Trees, shrubs, fences, hedges or other landscaping shall not be planted, placed or maintained upon any parcel until a complete plan thereof has been submitted to and approved by the Airport Board in a manner similar to that required for architectural plans.

All plans for landscape improvements shall be prepared by registered or approved landscape architects. Approval shall be by the Airport Board.

H. Plans for Alterations in Improvements. All plans for alterations to the leased lot(s), either for the construction of additional facilities or alterations to existing buildings, shall

be prepared, submitted and approved as outlined in paragraphs A through G above, and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of buildings shall not be considered unless they affect the performance standards set forth in Article IV

I. Construction Without Approval. If any structure shall be altered, erected, placed or maintained upon any parcel other than in accordance with plans and specifications approved by the Airport Board, such alterations, erections and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping plans, as well as architectural plans.

In the event of such construction without approval, the tenant will be considered in default of the lease for such property and the City may terminate the lease in accordance with the provisions set forth in that document.

J. Fee For Examination of Plans and Specifications. The City may charge and collect a fee of not more than Two Hundred Fifty Dollars (\$250.00) for the examination of any plans and specifications submitted for approval pursuant to this article. Such fee shall be payable at the time such plans and specifications are submitted.

The amount of such fee shall not exceed the actual cost to the City of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

K. Right of Entry and Inspection. Any authorized agent of the City may, at any reasonable time and without notice, enter upon and inspect any parcel for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the City nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE VII

GENERAL PROVISIONS

A. Cutting and Filling. The City or any authorized agent thereof may at any time make such cuts and fills upon any parcel or other part of said property and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets in or adjacent to any property and to drain surface waters therefrom; provided, however, that after the principal structure upon a parcel shall have been completed in accordance with approved plans, the rights of the City under this paragraph shall terminate with respect to such parcel, except that the City shall thereafter have the right to maintain existing streets and drainage structures.

B. Housekeeping. If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a parcel more than ten (10) days after a request in writing from the City to have them removed, the City or its authorized agent may enter upon any parcel for the purpose of removing same by whatever means it deems necessary. Such entry shall not be

deemed a trespass and the City shall not be subject to any liability therefor. The cost of such work shall be borne by the tenant.

C. Maintenance of Landscaping. If landscaping areas are not maintained in accordance with the standards prescribed by the City and the condition is not corrected within ten (10) days after written notice from the City, the City or its authorized agent shall have the right to enter on any of the lot(s) leased and plant or replant such areas without being deemed guilty of trespass. The costs therefor, as determined by the City, shall be paid by the tenant.

D. Use Permits. Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each tenant.

IN WITNESS WHEREOF, THE CITY OF EL PASO, The City, has caused its name to be hereunto subscribed ^{at} this 16th day of December, 19 86.

ATTEST:

Carole Hunter
City Clerk

CITY OF EL PASO:

[Signature]
Mayor

APPROVED AS TO CONTENTS:

[Signature]
Airport Manager

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

LSISL/sys6.1

EXHIBIT C

RENTAL ON PORTION OF PREMISES USED FOR HOTEL OR MOTEL SITE

In the event any portion of the leased premises is used for or in conjunction with a hotel or motel, then Lessee shall pay to Lessor for such portion of the leased premises so used during each partial or full fiscal year commencing on the opening date of such facility and continuing so long as such use continues throughout the term of this lease, as the same may be extended; rent equal to the greater of (1) 35¢ per square foot per annum for such portion of the leased premises so used plus 2% per square foot per annum for every year, or portion thereof from June 1, 1982, or (2) percentage rental equal to five percent of the gross revenues from room rentals, four percent of the gross revenues from all alcoholic beverage sales, two percent of the gross revenues from food sales and six percent of the gross revenues from miscellaneous sales and services. Rental for the leased premises for the period prior to the hotel or motel opening date shall be at the established ground rental rate.

For the purpose of computing percentage rental hereunder gross revenues derived from room sales, beverage sales and food sales shall include the gross revenues and receipts, including both cash and credit transactions, of Lessee and all subtenants, licensees, concessionaires, permittees and others conducting business on the leased premises, derived from room rentals, food sales and beverage sales. Gross revenues from miscellaneous sales and services shall include the gross revenues and receipts of Lessee and of all subtenants, licensees, concessionaires, permittees for such miscellaneous sales and services and others

doing business on the leased premises from the sale of merchandise or rentals or services on the leased premises, other than room rentals, beverage sales and food sales; provided, however, that in the case of miscellaneous sales and services by Lessee's subtenants, licensees, concessionaires, or permittees, only the net revenues and receipts received by Lessee from such subtenants, licensees, concessionaires or permittees shall be considered gross revenues from miscellaneous sales and services. In every event, however, gross revenues shall not include:

- (1) Refunds, credits or allowances to customers of those operating the leased premises;
- (2) The amounts of any federal, state, county, municipal or other sales, excise, admission, entertainment, gross receipts or transaction taxes, however called, now or hereafter levied or imposed upon or requested to be paid or otherwise collected from customers by Lessee or those under it, and the amounts expended by any of them for federal, state, county or local revenue or excise stamps to be affixed to merchandise sold on the premises, or any like taxes, all irrespective of whether required to be or in fact collected from customers or absorbed by the seller. The excise and like taxes excluded in computing gross revenues do not include such taxes incurred while the merchandise was in the hands of the manufacturer, wholesaler, or other predecessor in title of Lessee (or its subtenant or concessionaire); although included in the price paid by Lessee (or its subtenant or concessionaire); but do include such taxes incurred while the merchandise is in the hands of Lessee (or its subtenant or concessionaire) or in connection with the sale to the guests or other customer and passed on to him;
- (3) Receipts from the sale of fixtures, suppliers or equipment of Lessee or those under it, not constituting part of the regular stock of merchandise for sale in the ordinary course of business, receipts and charges by Lessee and those under it for sales to employees of theirs;
- (4) Interest in credit sales or past due accounts which may be collected by Lessee or others under it;
- (5) Monies repaid to Lessee or those operating under it by hotel guests solely in reimbursement for advancement or outlays of cash made by Lessee or those under it for guests,

for service gratuities, C.O.D. packages delivered to the hotel for said guests, or solely in reimbursement of Lessee for other actual advances or outlays of cash made as an accommodation to guests or customers;

(6) Receipts of sales from postage stamps, government postcards and stamped envelopes;

(7) The value of any goods, wares or merchandise transferred by Lessee from the leased premises to any other hotel, motel or business operated by Lessee, or by any subsidiary of Lessee for its own use or use of the subsidiary;

(8) Bad debt write-offs;

(9) The value of meals, uniforms and the like given to the hotel's employees in the course of their employment;

(10) Gratuities to hotel employees;

(11) Telephone, telex and similar charges and rentals collected by Lessee to the extent such charges and rentals are paid over by Lessee to the third party actually providing the equipment or services in question.

Lessee agrees that he will keep a true and accurate set of books, accounts and records for all leased property subject to percentage rent, and that on or before the twenty-eighth day of each calendar month he will furnish to Lessor a verified statement showing the gross revenues from room rentals, beverage sales and food sales, and the gross revenues from miscellaneous sales and services, for the month immediately preceding said statement, and enclose check for payment. Within ninety days following the close of each fiscal year after the opening date of a hotel or motel, Lessee will furnish the Lessor a statement, certified by a certified public accountant, certifying all gross revenues and deductions in accordance herewith, and such other facts as may be necessary to determine accurately the gross revenues of Lessee upon which the rentals are to be calculated, and covering the preceding year, and certifying the amount of the rentals due for the

preceding year over and above the minimum monthly rentals, and will accompany said statement with a check in payment of all excess rentals due by virtue of these provisions.

TIME AND PLACE OF PAYMENT

Said rental shall be paid to Lessor at the address set forth in Article XII, paragraph F, monthly in advance on the first day of each month in a sum equal to one-twelfth of the annual rental hereunder. In the case of percentage rental, the monthly installments shall be paid by the 28th day of each calendar month as provided for herein.

RECORDS, REPORTS OF SALES

Lessee covenants and agrees to keep at its principal business office records of the gross revenues of any hotel or motel for a period of not less than five years after the expiration of the fiscal year to which such records relate and to furnish Lessor true and accurate statements thereof. Lessee shall either keep, or make available at the hotel or motel, records sufficient to determine gross revenues for a period of at least one year. Within ninety days following the close of each fiscal year after the opening date, Lessee shall deliver to Lessor, a statement certified by a certified public accountant, certifying the hotel or motel's annual gross revenues for the partial fiscal year or the fiscal year ended. If Lessor desires at its own expense to audit the statement of such annual gross revenues and supporting records and data, Lessor shall cause such audit to commence within sixty days following delivery of such statement to Lessor and to be completed within ninety days following the commencement of said audit.

If the audit discloses an underpayment of rental, Lessee shall immediately pay Lessor the additional rent found to be due, and if such underpayment exceeds five percent of the partial rent payment, Lessee shall immediately pay any outside audit expense incurred by Lessor. However, if the audit discloses rental hereunder has been overpaid by Lessee, the excess shall be applied to any amounts then due Lessor by Lessee, and the balance, if any, shall be refunded to Lessee. All underpayments and overpayments of rent shall draw interest at the rate of twelve percent per annum. Lessor shall keep all information regarding gross revenues of the hotel or motel in strict confidence and shall not divulge said information to third parties, insofar as it is legally able to do so.



Legislation Text

File #: 22-441, 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

Police, Chief Gregory Allen, (915) 212-4302

Police, Assistant Chief Humberto Talamantes, (915) 212-4309

AGENDA LANGUAGE:

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

A Resolution authorizing the City Manager or designee to submit grant application 3060707 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Program, FY2023" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to, authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$33,746,878.50, no cash match required. Grant period will be from September 1, 2022 - August 31, 2023.

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

DEPARTMENT: Police

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Chief Gregory Allen (915)212- 4302
Assistant Chief Humberto Talamantes, (915)212-4309

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

A resolution authorizing the City Manager or designee to submit a grant application 3060707 for the City of El Paso Police Department project identified as "West Texas Anti-Gang Program, FY2023" through the Office of the Governor of the State of Texas, Homeland Security Grant Division, including all related paperwork, including but not limited to , authorization of budget transfers, and/or revisions to the operation plan, and to accept, reject, amend, and/or terminate the grant which will provide financial assistance to the City of El Paso. In the event of loss or misuse of grant funds, the City of El Paso assures that it will return the funds to the Office of the Governor in full. Requesting \$33,746,878.50, no cash match required. Grant period will be from September 1, 2022 – August 31, 2023.

BACKGROUND / DISCUSSION:

The TAG grant funds a collaborative effort in which multiple local, state, and federal agencies co-locate designated investigative staff in a leased facility (TAG Center). Funds are budgeted for TAG Center building lease costs, building expansion, data services, equipment, salary costs, office equipment, and office supplies. Operational activities will focus on gang prevention, intervention, and suppression as well as investigation, enforcement, and prosecution of gang-related offenses. Co-location facilitates information-sharing, investigative collaboration, and multi-jurisdictional enforcement. The Texas Anti-Gang Program has been awarded for the past five years, since FY2017.

PRIOR COUNCIL ACTION:


The grant application for FY 2022 Texas Anti- Gang Program was approved by City Council on March 2, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD: Gregory K. Allen


A/C Victor Zarur 1515 April 15, 2022
for Chief Allen

RESOLUTION

WHEREAS, the City of El Paso (the “City”) is eligible to apply for grants through the Homeland Security Grant Division of the Office of the Governor of the State of Texas (“HSGD”); and

WHEREAS, the El Paso City Council seeks to receive grant funding through the HSGD grant/application number 3060707 for the El Paso Police Department project identified as “West Texas Anti-Gang Program, FY2023”; and

WHEREAS, the El Paso City Council designates the City Manager or his designee as the City’s authorized official.

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

1. **THAT**, the El Paso City Council authorizes the grant application submission to the Office of the Governor of the State of Texas, Homeland Security Grant Division, grant application number 3060707, for the City of El Paso Police Department project identified as “Texas Anti-Gang Program FY23” to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all applicable matching funds for said grant if applicable;
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant; and
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Homeland Security Grant Division.
5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections or extensions of the grant agreement which increase, decrease or de-obligate program funds, provided that no additional City funds are required.

ADOPTED this ____ day of _____ 2022

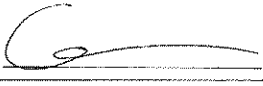
CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Carlos L. Armendariz
Assistant City Attorney

APPROVED AS TO CONTENT:


A/C Victor Zoror #1515

For Gregory K. Allen
Chief of Police

Agency Name: El Paso, City of
Grant/App: 3060707 **Start Date:** 9/1/2022 **End Date:** 8/31/2023

Project Title: West Texas Anti-Gang Center
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460007499009

Application Eligibility Certify:

Created on:1/18/2022 12:12:42 PM By:Jessica Vargas

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: West Texas Anti-Gang Center
Division or Unit to Administer the Project: El Paso Police Department
Address Line 1: 911 N Raynor
Address Line 2:
City/State/Zip: El Paso Texas 79903-1402
Start Date: 9/1/2022
End Date: 8/31/2023

Regional Council of Governments(COG) within the Project's Impact Area: Rio Grande Council of Governments
Headquarter County: El Paso
Counties within Project's Impact Area: El Paso

Grant Officials:

Authorized Official

Name: Elda Hefner
Email: rodriguez-hefnere@elpasotexas.gov
Address 1: 300 N. Campbell
Address 1:
City: El Paso, Texas 79901
Phone: 915-212-1795 Other Phone: 915-212-1162
Fax:
Title: Ms.
Salutation: Ms.
Position: Grants Administrator

Financial Official

Name: Margarita Munoz
Email: munozmm@elpasotexas.gov
Address 1: 300 N. Campbell st
Address 1:
City: City of El Paso, Texas 79901
Phone: 915-212-1174 Other Phone:
Fax:
Title: Ms.
Salutation: Ms.
Position: Comptroller

Project Director

Name: Reginald Moton
Email: 1349@elpasotexas.gov
Address 1: 911 N. Raynor St.
Address 1:
City: El Paso, Texas 79903
Phone: 915-212-4147 Other Phone: 915-539-3244
Fax:
Title: Mr.
Salutation: Commander
Position: Organized Crime Division Commander

Grant Writer**Name:** Isela Hooper**Email:** hooperix@elpasotexas.gov**Address 1:** 911 Raynor St**Address 1:****City:** El Paso, Texas 79901**Phone:** 915-212-4285 Other Phone:**Fax:****Title:** Ms.**Salutation:** Ms.**Position:** Grant Project Manager**Grant Vendor Information****Organization Type:** Unit of Local Government (City, Town, or Village)**Organization Option:** applying to provide homeland security services**Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID):** 17460007499009**Unique Entity Identifier (UEI):** KLZGKXNFVTL4**Narrative Information****Introduction**

The purpose of the Texas Anti-Gang (TAG) Program is to support pre-selected projects that use regional, multidisciplinary approaches to combat gang violence through the coordination of gang prevention, intervention, and suppression activities.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems

Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

TXGANG Criminal Gang Database Reporting

Applicant assures that it is compliant with TXGANG reporting requirements related to criminal combinations and criminal street gang activity, as required by Sec. 61.02, Code of Criminal Procedures.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

SAFECOM

All entities using grant funding to support emergency communications activities are required to comply with the SAFECOM Guidance on Emergency Communications Grants ([SAFECOM Guidance](#)). The SAFECOM Guidance provides current information on emergency communications policies, eligible costs, best practices, and technical standards for grant recipients investing in emergency communications projects. It is also designed to promote and align with the National Emergency Communications Plan (NECP). Conformance with the SAFECOM Guidance helps ensure that grant-funded activities are compatible, interoperable, resilient, and support national goals and objectives for improving emergency communications.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2023 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The El Paso Police Department (EPPD) seeks grant funding for continued support of the West Texas Anti-Gang Center (TAG). The TAG is centrally located in the city of El Paso and is equipped with technology that supports law enforcement officers in their investigations of criminal gang related crimes. The TAG Center enables participating law enforcement agencies to efficiently and effectively collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. El Paso County's proximity to Mexico and bordering states makes it a key location for organized crime to conduct operations. According to the United States Census Bureau (2020), El Paso County is approximately 1,013 square miles with a population of 865,657. The City of El Paso, with an estimated population of 678,815, is the largest of seven incorporated communities in the County of El Paso. El Paso County's numerous international ports of entry, airports, interstate rail, and highway infrastructure make the area a hub of transportation and global trade, and a key operational stronghold for criminal organizations when it comes to the importation and distribution of drugs and contraband as well as human trafficking. El Paso is also the home of the U.S. Army Fort Bliss, consisting of 1875 square miles, with a population during FY-2021 of 33,000 military members and a post population of 42,500. DPS has identified El Paso as having the largest number of gang members in the West Region, which includes the El Paso/ Las Cruces area, Odessa, Midland and San Angelo with a combined Metropolitan Statistical Area population of 1.5 million. The most current DPS Gang Threat Assessment reassures us that there continues to be street gangs, prison gangs, and outlaw motorcycle gangs in the El Paso area. Participating agencies at the TAG will cooperate to make the community safer from the violent threat posed by gangs and other violent criminal organizations. Due to the growth of TAG personnel the need to expand into an existing second floor and addition to the northside of the facility is needed.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The diverse nature of organized crime in the El Paso metropolitan area includes local street gangs, outlaw motorcycle organizations (OMO), drug trafficking, and transnational criminal organizations (TCO). These groups exploit the proximity of the border, the numerous ports of entry, railways, the interstate highway system, and bordering states to further their efforts in extortion, the trafficking of drugs, contraband, weapons, and humans, and a variety of other crimes, all of which pose a serious threat to the community. According to the EPPD Gang Unit, as of December 2021, the most prominent and active criminal organizations and gangs are Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Intelligence from El Paso area law enforcement reported that the Mongols and Pagans remain the most active outlaw motorcycle gangs and the offenses are usually assault related or weapons possession. Intelligence indicates that the Pagans OMO have formed a Southwest chapter in El Paso, TX. Drug trafficking organizations and transnational criminal organizations are also active in the El Paso region. HSI and DEA agree that during FY-2021 notorious criminal groups identified as operating are the Sinaloa Cartel, La Linea (Juarez Cartel), Jalisco New Generation Cartel (CJNG), La Nueva Empresa, and Los Zetas. These organizations affiliate with local criminal gangs in virtually every type of criminal activity. They are involved in human trafficking, drug trafficking, extortion, home invasion, metal and heavy equipment theft, major fraud, money laundering, bulk cash smuggling, kidnapping, and murder for hire. Just as drugs and humans are being smuggled into the country; currency, stolen property and weapons are being smuggled into Mexico for the cartels. El Paso area gangs have also taken part in murder, kidnapping, money laundering, fraud, organized retail thefts, home invasions, robberies,

burglaries, prostitution of adults/minors, illegal gambling operations, and drug dealing. Transnational criminal organization work hand in hand with local gangs using better intelligence, advanced technology, and stronger organizational practices in the pursuit of furthering their profits. Due to the growth of TAG personnel the need to expand into an existing second floor and addition to the northside of the facility is needed.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The existing capabilities are: EPPD gang unit; Alcohol, Tobacco, Firearms, and Explosives; FBI Safe Streets Violent Gang Task Force; DPS, gang units and human trafficking unit and intelligence unit; HSI/DEA West Texas Anti-Gang Task Force; El Paso County Sheriff's Office and other local, state, and federal law enforcement agencies, along with the 34th Judicial District Attorney's and the U.S. Attorney's Office Western District of Texas have individually addressed criminal gang, OMO, and TCO activity in the greater El Paso area, but not with a unified coordinated law enforcement effort, until the funding provided by the Office of the Governor for the TAG Center. Grant funds will allow for the continued operation of the TAG as described in other sections of this proposal. According to the EPPD gang unit the most prominent and active criminal organizations and gangs active in the greater El Paso include the Moon City Locos, Gangster Disciples, Chuco Tango, Sureños, and Barrio Azteca. Area law enforcement agree OMOs are also active in the area conducting various crimes. During 2020-2021 DEA and HSI concur TCOs operating in the El Paso region are Sinaloa Cartel, La Linea Cartel, Jalisco New Generation Cartel (CJNG), La Nueva Empresa, Mexicles, and Los Zetas. Intelligence supports the belief that TCO gang members operating in El Paso, TX coordinate the transportation of undocumented immigrants from Mexico to the United States. Intelligence provides that drugs are smuggled at the same time with the undocumented immigrants. It is suspected that this tactic is used to exploit immigrants entering the US from MX.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The goal of the TAG project is to coordinate law enforcement activity targeted at gangs and other criminal organizations operating in or affecting the region. Collocating representatives from key federal, state, and local law enforcement agencies at the TAG will ensure they will effectively and efficiently share intelligence, cooperate, coordinate, and collaborate on investigative and intelligence efforts. These collaborative efforts will result in reducing gang violence and crime in the greater El Paso area, along with the entire area covered by DPSWR. The continued goal of the TAG will be to become a regional resource to all law enforcement agencies located in the DPSWR. One method of accomplishing this goal will be to implement a CJIS compliant intelligence and information platform known as SMARTFORCE. A second method will be to sponsor a regional website, www.stopwesttexasgangs.org that will allow the community to provide real-time tips regarding gang activity in the region. The TAG will continue to collaborate with the Texas Gang Investigators Association (TGIA) to co-host gang related training in the region. The TAG will provide a facility in the El Paso area for law enforcement agencies to conduct meetings and as a location for training. The TAG will continue the established relationship with the Texas Violent Gang Task Force (TVGTF) by promoting interagency collaboration with the common goals of prevention, intervention, suppression, and prosecution of criminal gang activity. The TAG will foster a relationship with agencies in the region to assist with deterring teenagers and young adults from joining gangs and criminal organizations and will work with those agencies tasked with monitoring criminal juvenile activity, such as the El Paso County Juvenile Probation Department. Through alliances with the Texas Alcohol Beverage Control (TABC) and the El Paso County Attorney's Office, the TAG will make efforts to have businesses that support criminal gang activity have their licenses suspended and civil fines imposed. Working with law enforcement counterparts with the US Army, participants at the TAG will seek to utilize the military's Uniformed Code of Military Justice as another tool to combat criminal gang activity influencing the region. The TAG will work with the West Texas HIDTA to foster the sharing of gang related intelligence. An Executive Board composed of executive staff from the constituent law enforcement agencies will manage the overall operations of the TAG. The TAG Administrator will administer the TAG facility, facility operations, and collaborative efforts. Individual constituent and participating agency supervisors will direct investigations and enforcement operations. The TAG is centrally located in a 20,000 square foot building equipped with advanced technology. Collocating participating agencies will ensure agencies have access to information on a timely manner, create force multipliers, and concentrate operations. This allows the participating law enforcement agencies to split their focus among multiple priorities on a routine basis, while permitting flexible surges during moments of crisis or operational need. The TAG will enable the participating law enforcement agencies to more efficiently cooperate and collaborate on intelligence, investigations, and operational activities related to combating gangs and other criminal organizations operating in or affecting the region. The El Paso Police Department; Texas Department of Public Safety; El Paso County Sheriff's Office; Federal Bureau of Investigation; Alcohol, Tobacco, Firearms, and Explosives; 34th Judicial District Attorney's Office; Homeland Security Investigations; U.S. Attorney's Office Western District of Texas, and the Drug Enforcement Administration comprise the constituent agencies. Participating with the constituent agencies are local, state and federal law enforcement agencies. Participation of both law enforcement agencies and personnel continues to increase at the TAG.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The TAG will collocate officers and investigators from federal, state and local law enforcement agencies to gather intelligence, analyze the intelligence, and in turn act accordingly and disseminate the information on timely manner to area law enforcement. The intelligence gathered by the participating agencies at the TAG will be utilized to tactically disrupt the on-going criminal activities of the gangs operating in the El Paso County and other areas of the DPSWR. The goal as stated above will have an objective to reduce and or eliminate criminal gang activity and violence associated with gangs in the DPSWR. To monitor the effectiveness of the TAG, data will be collected and reported as required by the Office the Governor (OOG) using indicator output measures: 1. Number of gang members arrested for felony offenses, 2. Number of gangs

targeted, 3. Number of weapons seized, 4. Number of gang members arrested for misdemeanor offenses, and 5. The number of participating agencies at the TAG. The following outcome measures will be reported and required by the OOG-CID: 1. The number of gang member convictions.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

1.2.2 Establish and enhance multi-agency anti-gang centers in regions throughout the state to integrate and enhance the efforts of law enforcement agencies to identify, deter, disrupt, and dismantle criminal organizations.

Target Group :

Identify the target group and population expected to benefit from this project.

The counties of El Paso, Hudspeth, Culberson, Reeves, Jeff Davis, Presidio, Brewster, Pecos, Terrell, Loving, Winkler, Ward, Ector, Crane, Midland, Upton, Glasscock, Reagan, Crockett, Sterling, Irion, Coke, Tom Green, Schleicher, Sutton, Concho, Menard, Kimble, McCulloch, Mason, Gaines, Andrews, Dawson, Martin, Borden, and Howard will be the TAG’s target group.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Without the continued funding from the Office of the Governor it would not be possible to maintain the TAG facility as it currently exists therefore rendering the West Texas TAG Center inoperable.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Gangs - Multijurisdictional	100.00	Provide inter-agency cooperation under a unified structure to combat gang violence through gang prevention, intervention, and suppression activities.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Number of gang members arrested for felony offenses.	300
Number of gang members arrested for misdemeanor offenses.	40
Number of gangs targeted.	17
Number of participating agencies.	24
Number of weapons seized by officers supporting the TAG initiative.	100

Objective Outcome Measures

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OUTCOME MEASURE	TARGET LEVEL
Dollar value of cash forfeitures donated to the project.	0
Number of convictions.	120

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
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Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL
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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes
☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The West Texas Anti-Gang Center administrator in coordination with the El Paso Police Department will monitor and assure that all contracts are executed in compliance with all grant requirements. The TAG administrator will monitor and review the work and/or services performed under these grant funds.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

9/1/2022

Enter the End Date [mm/dd/yyyy]:

8/31/2023

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

217632742

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

5107956

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- ☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

8/31/2021

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status: 01/01/1900

Enter the Employer Identification Number Assigned by the IRS: 0

Enter the Charter Number assigned by the Texas Secretary of State: 0

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Section 2: Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts)?

Select the appropriate response:

- ☐ Yes
☐ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- ☐ Yes
☐ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- ☐ Yes
☐ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 3: Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- ☐ Yes
- ☐ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Section 5: Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- ☐ Yes
- ☐ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- ☐ Yes
- ☐ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information**Budget Information by Budget Line Item:**

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Executive Director	TAG Administrator [K. Williamson] Approximate Annual Salary of \$125,000.00 including fringe benefits of up to \$27,840.00 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare). The total estimated compensation is \$152,840.00. The Administrator manages day-to-day operations for the TAG Center.	\$152,840.00	\$0.00	\$0.00	\$0.00	\$152,840.00	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Intel Crime Analyst [N.Macias] Approximate annual salary of \$65,428.97 plus fringe benefits of \$14,571.03 (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare) for a total of \$80,000.00. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center. Higher salary based on seniority.	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	100
Personnel	Analyst (e.g., crime, crime scene investigators, forensic, crime laboratory, etc.)	Intel Crime Analyst [K. Cepeda] Approximate annual salary of \$61,339.66 plus fringe benefits of \$13,660.34 (Workers	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	100

		Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare) for a total of \$75,000.00. Analyst plans, organizes and supervises preparation and development of analytical data relevant to gang related crime trends, patterns and perpetrators for the TAG Center.						
Personnel	Overtime for All Peace Officers	Overtime Services and Fringe Benefits for the use of PD Gang Suppression Operations - 12 officers with an approximate cost of \$183,000 including 24.215% fringe benefits (Workers Compensation, Unemployment, Life Insurance, Pension Plan, FICA & Medicare): an average cost of \$57.838428 hr/ 4.5 hours/4 days per month / 12 months = \$147,325.21 plus \$35,674.80 fringe benefits (rounded down to nearest 100).	\$183,000.00	\$0.00	\$0.00	\$0.00	\$183,000.00	100
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Maintenance agreement for TAG Facility-Service for housekeeping, pest control, shredding, garbage disposal, installations and miscellaneous repairs for the premises for 12 months. Housekeeping \$6,464/mo, pest control \$300/mo, garbage disposal \$61.80/mo, pod rental \$178.45/mo, shredding \$214.25/qtr.	\$99,086.45	\$0.00	\$0.00	\$0.00	\$99,086.45	0

		Miscellaneous unforeseen installations \$4,000 and repairs \$10,000.00. Total of \$99,086.45						
Contractual and Professional Services	Housekeeping, Custodial, Building, and Grounds-Related Services	Extended Maint. Agreement for plotter \$800, VoIP desk phones \$15,000.00 Extend Maint Agreement Morpho, ITD Service Agreement \$12,500, Cellebrite Maintenance \$550.00 = \$28,850.00	\$28,850.00	\$0.00	\$0.00	\$0.00	\$28,850.00	0
Contractual and Professional Services	Installation of grant purchased equipment and technology	Lease agreement services for copiers for the TAG facility Headquarters - estimated cost \$4,882.20	\$4,882.20	\$0.00	\$0.00	\$0.00	\$4,882.20	0
Contractual and Professional Services	Security and Monitoring Services	Intrusion Security alarms for the TAG building system 12 months.	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 16 for the Texas Gang Investigators Association Annual (TGIA)Conference in San Antonio, pending date information. \$650 per person for a total of \$10,400.00	\$10,400.00	\$0.00	\$0.00	\$0.00	\$10,400.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for TGIA Conference in San Antonio (pending dates) for 2 with a car rental - Hotel for 4nights at \$210/night = \$1,680.00, Round trip airfare at \$750ea = \$1,500.00, Car rental for \$750ea = \$1,500.00 and Per Diem for 5days at \$310.50/ea = \$621.00. Total costs is \$5,301.00	\$5,301.00	\$0.00	\$0.00	\$0.00	\$5,301.00	0
Travel and Training	In-State Registration	Estimated Travel costs for TGIA Conference in San	\$26,607.00	\$0.00	\$0.00	\$0.00	\$26,607.00	0

	Fees, Training, and/or Travel	Antonio (pending dates) for 14 - Hotel for 4nights at \$210/night = \$11,760.00, Round trip airfare at \$750ea = \$10,500.00, and Per Diem for 5days at \$310.50/ea = \$4,347.00. Total costs is \$26,607.00						
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 6 for the International Association of Law Enforcement Intelligence Analysts Annual Training Event (LEIU/IALEIA), pending date and location information. \$650 per person for a total of \$3,900.00	\$3,900.00	\$0.00	\$0.00	\$0.00	\$3,900.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for LEIU/IALEIA Annual Training Event (pending dates and location) for 1 with a car rental - Hotel for 4nights at \$210/night = \$840.00, Round trip airfare at \$750.00, Car rental for \$750.00 and Per Diem for 5days at \$310.50. Total costs is \$2,650.50.	\$2,650.50	\$0.00	\$0.00	\$0.00	\$2,650.50	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Estimated Travel costs for LEIU/IALEIA Annual Training Event (pending dates and location) for 5 - Hotel for 4nights at \$210/night = \$4,200.00, Round trip airfare at \$750ea = \$3,750.00, and Per Diem for 5days at \$310.50/ea = \$1,552.50. Total costs is \$9,502.50	\$9,502.50	\$0.00	\$0.00	\$0.00	\$9,502.50	0
Travel and Training	In-State Registration	Estimated cost for in-house TrueNarc Certification training	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00	0

	Fees, Training, and/or Travel	for up to 25 individuals for a total cost of \$9,600.00							
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 7 for the International Latino Gang Investigator's Association (ILGIA) Conference, pending date and location information. \$650 per person for a total of \$4,550.00	\$4,550.00	\$0.00	\$0.00	\$0.00	\$4,550.00	0	
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for ILGIA Annual Conference (pending dates and location) for 1 with a car rental - Hotel for 4nights at \$210/night = \$840.00, Round trip airfare at \$850.00, Car rental for \$800.00 and Per Diem for 5days at \$310.50. Total costs is \$2,800.50	\$2,800.50	\$0.00	\$0.00	\$0.00	\$2,800.50	0	
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for ILGIA Annual Conference (pending dates and location) for 6 - Hotel for 4nights at \$210/night = \$5,040.00, Round trip airfare at \$850ea = \$5,100.00, and Per Diem for 5days at \$310.50/ea = \$1,863.00. Total costs is \$12,003.00	\$12,003.00	\$0.00	\$0.00	\$0.00	\$12,003.00	0	
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 4 for the International Association of Human Trafficking Investigators(IAHTI) Conference, pending date and location information. \$650 per person for a total of \$2,600.00	\$2,600.00	\$0.00	\$0.00	\$0.00	\$2,600.00	0	
Travel and Training	Out-of-State Registration	Estimated Travel costs for IAHTI Annual Conference	\$7,602.00	\$0.00	\$0.00	\$0.00	\$7,602.00	0	

	Fees, Training, and/or Travel	(pending dates and location) for 4 - Hotel for 4 nights at \$210/night = \$3,360.00, Round trip airfare at \$750ea = \$3,000.00, and Per Diem for 5 days at \$310.50/ea = \$1,242.00. Total costs is \$7,602.00						
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Conference Fees for 5 for the International Outlaw Motorcycle Gang Investigators Association (IOMGIA) Conference, pending date and location information. \$650 per person for a total of \$3,250.00	\$3,250.00	\$0.00	\$0.00	\$0.00	\$3,250.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for IOMGIA Annual Conference (pending dates and location) for 1 with a car rental - Hotel for 4 nights at \$154/night = \$616.00, Round trip airfare at \$850.00, Car rental for \$1,000.00 and Per Diem for 5 days at \$400.00. Total costs is \$2,866.00	\$2,866.00	\$0.00	\$0.00	\$0.00	\$2,866.00	0
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Estimated Travel costs for IOMGIA Annual Conference (pending dates and location) for 4 - Hotel for 4 nights at \$154/night = \$2,464.00 Round trip airfare at \$850ea = \$3,400.00, and Per Diem for 5 days at \$400.00/ea = \$1,600.00. Total costs is \$7,464.00	\$7,464.00	\$0.00	\$0.00	\$0.00	\$7,464.00	0
Equipment	Specialized Audio-Visual System and Accessories	Conference system for 2nd Floor conference room - Quad cameras, Cisco Room Navigator, Ceiling Mounted Speakers,	\$47,610.00	\$0.00	\$0.00	\$0.00	\$47,610.00	1

		Presentation Equipment and 36mon Cisco Support. Estimated Bundled Cost \$47,610.00						
Equipment	Specialized Audio-Visual System and Accessories	Conference system for 1st Floor conference room - Quad cameras, Cisco Room Navigator, Ceiling Mounted Speakers, Presentation Equipment and 36mon Cisco Support. Estimated Bundle Cost \$42,550.00	\$42,550.00	\$0.00	\$0.00	\$0.00	\$42,550.00	1
Equipment	Television / Video System and Accessories	Presentation system - to include 13-65" Monitors, 2-85" Monitors, 1 Smart TV to include installation and supporting equipment. Estimated Bundle Cost \$55,315.00	\$55,315.00	\$0.00	\$0.00	\$0.00	\$55,315.00	1
Equipment	Network Server System and Accessories	TAG 2nd Floor Expansion - additional cabling and server expansion for 2nd floor. Estimated Cost = \$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$250,000.00	1
Equipment	Specialized Computer Software	Light License one year for 5 users. Estimated Cost = \$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	1
Equipment	Specialized Computer Software	Clearview Software License for one year. Estimated Cost = \$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	1
Equipment	Specialized Computer Software	Whooster Software License, one year for up to ten users. Estimated Cost = \$14,400.00	\$14,400.00	\$0.00	\$0.00	\$0.00	\$14,400.00	1
Equipment	Specialized Computer Software	Cell Hawk Software License for one year up to ten users. Estimated Cost = \$12,000.00	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00	1
Equipment	Specialized Computer Software	Bulletin Wizard Software for one year up to five users.	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	1

		Estimated Cost = \$5,000.00						
Equipment	Specialty Cameras and Accessories	Covert Wireless Surveillance System. Estimated Cost = \$80,000.00	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00	1
Equipment	Specialty Cameras and Accessories	Unmanned Aerial Vehicle - Drone Estimated Cost = \$35,000	\$35,000.00	\$0.00	\$0.00	\$0.00	\$35,000.00	1
Equipment	Specialty Cameras and Accessories	Unmanned Aerial Vehicle - Drone Estimated Cost = \$10,000	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	1
Equipment	Night Vision Unit and Accessories	Night Vision Equipped Surveillance Cameras. Estimated Costs = 6 cameras at \$5,300.00ea. Total \$31,800	\$31,800.00	\$0.00	\$0.00	\$0.00	\$31,800.00	6
Equipment	Biometric Equipment (e.g., Live Scan, AFIS, fingerprint readers, etc.)	Polygraph Equipment - Cuffs, laptop, electrodes, sensors and webcam. Estimated Cost = \$16,000.00	\$16,000.00	\$0.00	\$0.00	\$0.00	\$16,000.00	1
Equipment	Security System (e.g., evidence rooms, law enforcement offices, courthouses, etc.)	Security System for TAG Building - Security cameras, interview cameras and Xprotect Smart Client. Estimated Cost = \$175,000.00	\$175,000.00	\$0.00	\$0.00	\$0.00	\$175,000.00	1
Equipment	Workstation	Work Pods and Workstations for 2nd floor expansion - Total estimated cost = \$850,000.00	\$850,000.00	\$0.00	\$0.00	\$0.00	\$850,000.00	1
Equipment	Equipment	Helicopters (3) at an estimated cost of \$7,000,000.00 each for an approximate total of \$21,000,000.00	\$21,000,000.00	\$0.00	\$0.00	\$0.00	\$21,000,000.00	3
Equipment	Equipment	Plane (1) at an estimated price of \$3,500,000.00	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$3,500,000.00	1
Equipment	Equipment	Marked Law Enforcement equipped vehicles - (18) Ford Explorers at an estimated cost of \$70,000.00 ea for	\$1,260,000.00	\$0.00	\$0.00	\$0.00	\$1,260,000.00	18

		a total cost of \$1,260,000.00						
Equipment	Equipment	Unmarked Law Enforcement vehicle(1) Ford Explorer for an estimated cost of \$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	1
Equipment	Equipment	Armored vehicles (2) for law enforcement purposes Chevy Suburban or Tahoe for an estimated cost of \$250,000.00 each for an approximate total of \$500,000.00.	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	2
Supplies and Direct Operating Expenses	Television / Video System and Accessories (\$5,000 or less per unit)	Replace 5 - 65" Monitors to include mount and installation - Estimated costs is 5 at \$1,000.00ea for a total of \$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0
Supplies and Direct Operating Expenses	Cellular, Fax, Pager, and/or Office Telephone	Wireless internet, fiber network, long distance, cell phones, mifis, and cable services.	\$24,264.00	\$0.00	\$0.00	\$0.00	\$24,264.00	0
Supplies and Direct Operating Expenses	Computer Software and Media	Netsential Website support: \$1,900.00, Cellebrite license \$3,820.00, Raptor annual support \$750. Total cost: \$6,470.00	\$6,470.00	\$0.00	\$0.00	\$0.00	\$6,470.00	0
Supplies and Direct Operating Expenses	Data Storage Services	Anticipation of approximate costs, provided by IT, that will be due to expansion for cabling, backup batteries for servers and such.	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0
Supplies and Direct Operating Expenses	Desktop System and Accessories (\$5,000 or less per unit)	Seven (7) desktop mini towers at estimated costs of \$1,300 each, Misc accessories and unforeseen purchases \$900.00. Total = \$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0
Supplies and Direct Operating Expenses	Laptop System and Accessories (\$5,000 or less per unit)	Laptop and Accessories. To replace twelve (12) end of life laptops at an estimated costs of \$2,250.00ea, Misc and unforeseen	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	0

		purchases \$3,000.00. Total = \$30,000						
Supplies and Direct Operating Expenses	Costs for Space (lease or rental)	Office building lease at an estimated cost of \$52,830x 12 months= \$633,960.00 plus \$70,000.00 for real estate tax. Section 4.6, Real Estate Taxes, of the Lease states that, "Tenant shall pay to Landlord each year, within thirty (30) days after Landlords written demand, as Additional Rent, any increases in property taxes for the Premises that have occurred since the Commencement Date, with such obligations continuing each year thereafter during the Term, based on any further increases in property taxes for the Premises."	\$703,960.00	\$0.00	\$0.00	\$0.00	\$703,960.00	0
Supplies and Direct Operating Expenses	Property Insurance	Yearly Insurance on Aerial Vehicles 4 vehicles for an estimated yearly cost of \$9,669.00 per vehicle, Approximate total = \$38,676.00	\$38,676.00	\$0.00	\$0.00	\$0.00	\$38,676.00	0
Supplies and Direct Operating Expenses	Property Insurance	Yearly Insurance on Marked Vehicles 21 vehicles for an estimated yearly cost of \$356.63 per vehicle, Approximate total = \$7,489.23	\$7,489.23	\$0.00	\$0.00	\$0.00	\$7,489.23	0
Supplies and Direct Operating Expenses	Night Vision Unit and Accessories (\$5,000 or less per unit)	Approximate costs for undercover supplies as follows: 19 Night Vision Goggles at \$260.00ea, 3 Binoculars at \$436.00ea, 3 Pelican cases at \$240.00ea, 1 Black Hawk Entry Ram at \$300.00 and 2 Flir phone	\$7,968.00	\$0.00	\$0.00	\$0.00	\$7,968.00	0

		attachment for night vision surveillance at \$350.00ea						
Supplies and Direct Operating Expenses	Specialty Cameras and Accessories (\$5,000 or less per unit)	Four (4) Fingerprinting Readers at estimated cost of \$4,180.00 ea	\$16,720.00	\$0.00	\$0.00	\$0.00	\$16,720.00	0
Supplies and Direct Operating Expenses	Specialty Cameras and Accessories (\$5,000 or less per unit)	Nine (9) Fingerprint Readers for DPS at an estimated cost of \$2,300.00 ea for a total of \$20,700.00	\$20,700.00	\$0.00	\$0.00	\$0.00	\$20,700.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Office Supplies: copy paper, erase boards, cork boards, center decals, paper towels, surge protectors, batteries, desk supplies, dry erase markers, paper, postage, janitorial supplies, etc.	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Miscellaneous office equipment for 2nd floor expansion to include whiteboards, office supplies and batteries and other misc supplies	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Tru NARC Supplies at approximately \$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	One (1) Ratbar entry Tool for approximately \$650.00	\$650.00	\$0.00	\$0.00	\$0.00	\$650.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Miscellaneous project supplies for 2nd floor expansion to include hand sanitizing station, thermometers, defibrillators, eye wash stations, first aid kits.	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Fuel costs for aerial vehicles. Approximate costs of \$21,000.00 per year.	\$21,000.00	\$0.00	\$0.00	\$0.00	\$21,000.00	0

Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Fuel costs for marked and unmarked vehicles. Approximate yearly costs of \$65,031.12	\$65,031.12	\$0.00	\$0.00	\$0.00	\$65,031.12	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Maintenance costs for preventative maintenance on aerial vehicles. Approximate yearly costs \$25,200.00	\$25,200.00	\$0.00	\$0.00	\$0.00	\$25,200.00	0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Maintenance costs for preventative maintenance on marked and unmarked vehicles. Approximate yearly costs \$26,680.00	\$26,680.00	\$0.00	\$0.00	\$0.00	\$26,680.00	0
Supplies and Direct Operating Expenses	Presentation and/or Training Supplies	Clear Channel advertising costs for TAG Website - Approximately \$12,800.00 yearly cost	\$12,800.00	\$0.00	\$0.00	\$0.00	\$12,800.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	Approximate costs to cover any additional furniture purchases for expansion \$13,000.00	\$13,000.00	\$0.00	\$0.00	\$0.00	\$13,000.00	0
Supplies and Direct Operating Expenses	Office Equipment and/or Furniture (\$5,000 or less per unit)	Replace 15 chairs at \$1,200.00 ea for a total of \$18,000.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	0
Supplies and Direct Operating Expenses	Photographic Equipment and Accessories (\$5,000 or less per unit)	Four (4) 35mm Digital Cameras bundles at \$850.00ea	\$3,400.00	\$0.00	\$0.00	\$0.00	\$3,400.00	0
Supplies and Direct Operating Expenses	Printer, Fax, Scanner and/or Camera (\$5,000 or less per unit)	Four (4) Scanners at an estimated costs of \$1,485.00 each	\$5,940.00	\$0.00	\$0.00	\$0.00	\$5,940.00	0
Supplies and Direct Operating Expenses	Electric, Gas, and/or Water / Wastewater	Overage charges on utilities as per lease agreement. Electric at approximately \$166.70/month for a yearly total of \$2,000.00. Gas for approximately	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0

		\$166.70/month for a yearly total of \$2,000.00. Water for approximately \$166.70/month for a yearly total of \$2,000.00.						
Construction	Non-Juvenile Facility	TAG 2nd Floor Expansion adding approximately 5,520 Sq.Ft. and approx 3,800 Sq.Ft to the northside of the existing facility. Cost includes renovation, stair and elevator access, additional HVAC units, all required permits and inspections.	\$3,835,000.00	\$0.00	\$0.00	\$0.00	\$3,835,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
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Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Construction	\$3,835,000.00	\$0.00	\$0.00	\$0.00	\$3,835,000.00
Contractual and Professional Services	\$135,818.65	\$0.00	\$0.00	\$0.00	\$135,818.65
Equipment	\$27,968,675.00	\$0.00	\$0.00	\$0.00	\$27,968,675.00
Personnel	\$490,840.00	\$0.00	\$0.00	\$0.00	\$490,840.00
Supplies and Direct Operating Expenses	\$1,205,448.35	\$0.00	\$0.00	\$0.00	\$1,205,448.35
Travel and Training	\$111,096.50	\$0.00	\$0.00	\$0.00	\$111,096.50

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
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\$33,746,878.50	\$0.00	\$0.00	\$0.00	\$33,746,878.50
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Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** ihooper



Legislation Text

File #: 22-437, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Zoo, Joe Montisano, (915) 212-2800

AGENDA LANGUAGE:

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

That the City of El Paso accepts, with gratitude, the donation from the El Paso Zoological Society ("Society") of the following:

A donation of up to \$350,000 to the El Paso Zoo for repairs, renovations and improvements to the El Paso Zoo's elephant barn.

That the City Council also authorizes the City Manager to sign any necessary documentation required for this donation (as long as such documentation does not affect the approved budget of the City of El Paso) including signing the contract.

That the City of El Paso recognizes the donation to the Society by Mrs. Bowman, which enables these projects.

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

DEPARTMENT: Zoo

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Joe Montisano, (915) 212-2800

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: Subgoal 2

SUBJECT:

That the City of El Paso accepts, with gratitude, the donation from the El Paso Zoological Society ("Society") of the following:

A donation of up to \$350,000 to the El Paso Zoo for repairs, renovations and improvements to the El Paso Zoo's elephant barn.

That the City Council also authorizes the City Manager to sign any necessary documentation required for this donation (as long as such documentation does not affect the approved budget of the City of El Paso) including signing the contract.

That the City of El Paso recognizes the donation to the Society by Mrs. Bowman, which enables these projects.

BACKGROUND / DISCUSSION:

In the Quality of Life bond funding the El Paso Zoo had allocated 500,000 for Elephant Yard Modifications. These modifications will allow us to bring in ANY Asian elephant as we are now limited to females. The completion of this fourth Elephant space will house male or female Asian elephants of any size. Ms. Bowman is a generous supporter of elephants and wants to help us get to the point where we can house Males and Females. Her \$250,000 donation (already received by the Zoological Society) will cover the basic costs of the modifications as demonstrated in the attached bid. She has requested once we start working on the first part of this, we come back to her for additional funding of another 100,000 to help make improvements in the yard. This funding will offset QOL bond funding that was allocated and allow us to use the approximately 350,000 for other projects in the QOL Bond.

PRIOR COUNCIL ACTION:

NO

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? The first part of the donation has already arrived (250k) another 100k may also be donated.

Has the item been budgeted? 500k was slated in the QOL Budget

If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

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

DEPARTMENT HEAD: Joe Montisano

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

RESOLUTION

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

That the City of El Paso accepts, with gratitude, the donation from the El Paso Zoological Society ("Society"), of the following:

- A donation of up to \$350,000.00 to the El Paso Zoo for repairs, renovations, and improvements to the El Paso Zoo's elephant barn.

That the City Council also authorizes the City Manager to sign any necessary documentation required for this donation (as long as such documentation does not affect the approved budget of the City of El Paso) including signing the Contract.

That the City of El Paso recognizes the donation to the Society by Mrs. Bowman, which enables these projects.

ADOPTED this _____ day of _____, 2022.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Danielle Escontrias
Danielle Escontrias
Assistant City Attorney

APPROVED AS TO CONTENT:

Joe Montisano
Joe Montisano, Director
Zoo Department

El Paso Zoo and Botanical Gardens

Elephant Area Modifications and estimated costs;

Zoological Society received 250k and is going back for another 90k to cover the rest of these projects.

1. Ballard and cable system blocking off the "river" from larger males for their safety and protection 15,000
 2. Swing Gate Elevated to 10 feet to be able to hold back larger male Asian elephants 10,000
 3. Large additional shade structure with misters designs to match current "look" but also provided maximum shade for many years. Incorporated into shade structure will be a misting system as well as it can cool the air 20 to 30 degrees. 45,000
 4. Additional Stable Grazers for automatic feeding the male elephant into or outside the barn 5,000
 5. Automated drinker system in barn will provide water in the case that the elephant has to stay inside the barn for long period of time based on weather 5,000
 6. Large Boomer Balls for the elephant to play with and enrich their days 2,500
 7. Additional IT cameras added to the current system w/ internet viewing options available for current areas that have no coverage 15,000
 8. Replace hydraulic pump and lines that have aged as they are 1996 original parts in the sun and the rubber is compromised. This would be for the elephant restraint device that is used when our elephants need medical procedures and certainly add to the quality of life for any aging elephant. 31,100
 9. Expense of enclose and modify barn stall to be able to hold ANY elephant, male or female, for an extended period of time, This includes but is not limited to adding protection for the heaters, Plexiglas for the windows, louvers, large fans to circulate and move air, stall pad for the floor, etc. Once complete it expands our options to house any combination of male or female elephants of any size of age. 212,000
- 340,600

PROJECT BUDGET SUMMARY FORM

Project Name: Elephant Dry Rack Enclosure Date: 3.9.2022
 Funding Source: _____
 Project / Grant #: _____ District: 8
 Dept. _____
 Fund: _____
 Division / Program: _____

PUBLIC ART

570005: Public Art Transfer \$ -

ACQUISITION

580000: Land Acquisition \$ -
 _____ \$ -
 _____ \$ -
 _____ \$ -
 Total Acquisition \$ -

INTERNAL COSTS

580220: Administrative (bidding, postage, printing, contract comp.) \$ 1,461.38
 580260: Construction Inspection \$ 5,845.50
 580510: Project Engineering \$ 9,742.50
 580511: Construction Management (City) \$ 3,897.00
 Total Internal Costs \$ 20,946.38

Months charging during design 2
 Months charging during construction 1

OUTSIDE CONTRACTS

580160: Contractual Design \$ 18,563.91
 580240: Materials Testing \$ 2,320.49
 580530: Construction Management (External) \$ -
 580600: Environmental Costs (asbestos survey, asbestos abatement) \$ -
 Total Other Contracts \$ 20,884.40

CONSTRUCTION

580270: Construction Costs \$ 154,550.00
 580272: Construction Contingency \$ 15,619.22
 580270: Utilities \$ -
 Total Construction Costs \$ 170,169.22

TOTAL PROJECTS COSTS (Rounded)

\$212,000.00

FUNDING SOURCES

Approved Total Project Budget

\$212,000.00

CO'S / GO'S

EPWU \$ -
 TXDOT \$ -
 PARKS \$ -
 CDBG \$ -
 OTHER \$ 212,000.00

FUNDING VARIANCE

\$0.00

Project Manager

Date

Engineering Division Manager

Date

Noble General Contractors

March 9, 2022

Manuel Aguilar
Capital Improvement Department
218 N. Campbell Street
El Paso, TX 79901

Re: El Paso Zoo – Elephant Enclosure Improvements
4001 E. Paisano Drive
El Paso, Texas 79905

Mr. Aguilar,

We hereby submit this Budget Estimate for the above referenced project for a price of **\$154,550.00** including the pass-thru cost of payment and performance bonds.

Summary of Work:

- General Conditions: Provide full time project superintendent, roll off dumpsters, dust protection and periodic and final cleaning.
- Metal: Construct and Erect Space Heater Guard, Plexiglass Windows and Additional 10' x 2' Handler Door.
- Electrical: Provide power from electrical panel to Elephant Enclosure for Two new exhaust fans. Provide and install exhaust fans.
- Plumbing: Bring water from nearby source to enclosure and install new trough fixture. Included removal of concrete for underground piping and patching.
- Budget provided without plans or specifications pending final design and scope of work.

General Requirements	\$31,300.00
Steel Fabrications	\$66,000.00
Electrical	\$15,000.00
Plumbing	\$7,000.00
Enrichment Elements Allowance	\$10,000.00
Subtotal	\$129,300.00
Region 19 Coefficient (1.17)	\$21,981.00
Total Budget	\$151,281.00
Payment and Performance Bond	\$3,269.00
Total Budget w/ Pass-thru Costs	\$154,550.00

Thank you,

Ricky Rodriguez

Ricky Rodriguez
Project Manager

Space Heater Guard



2 x 2 Angle Frame welded to existing structure. Spot weld 2 x 2 wire mesh to angles along length of heater and at ends.

New Door to Match shown
below.

← 2'-4" →

10'



Plexiglass Windows at three sides



Windows:

- Frames and mullions constructed out of steel angle and 2 x 2 Posts, Welded to Existing Structure
- UV Rated Plexiglass panels (4' Wide x Variable Height)
- Steel Plate Welded to angle to secure plexiglass, caulking provided to seal joints.



Legislation Text

File #: 22-446, 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, Klarissa Mijares, (915) 212-1544

AGENDA LANGUAGE:

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

That the closure of rights-of-way within the City of El Paso for the Sun City CRIT from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV21-00118)

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Klarissa Mijares, (915) 212-1544

DISTRICT(S) AFFECTED: District 8

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

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

That the closure of rights-of-way within the City of El Paso for the Sun City CRIT from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St. upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation. (CSEV21-00118)

BACKGROUND / DISCUSSION:

EVENT NAME: Sun City CRIT
PERMIT CASE NUMBER: CSEV21-00118
EVENT DATE/HOURS: Saturday, May 7, 2022 at 12:00 p.m. to 10:00 p.m.
TRAFFIC CONTROL: 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022
STATE ROW IN USE: Mesa St. (SH20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.
APPLICANT: Destination El Paso

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

RESOLUTION

WHEREAS, Sun City CRIT (hereinafter referred to as “Grantee”) has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso’s (hereinafter referred to as “the City”) for the **Sun City CRIT from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022**, (hereinafter referred to as the “Event”); and

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

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

WHEREAS, The State of Texas (hereinafter referred to as the “State”) owns and operates a system of highways for public use and benefit, including **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.** within El Paso, Texas; and

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

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

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

That the closure of rights-of-way within the City of El Paso for the **Sun City CRIT from 5:00 a.m. to 11:59 p.m. on Saturday, May 7, 2022**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.** upon the issuance of required permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

(Signatures Begin on Following Page)

APPROVED this _____ day of _____, 20__ .

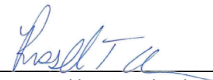
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

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

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.**, in El Paso, County; and

WHEREAS, the local government has requested the temporary closure of **Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.**, for the purpose of allowing the **Sun City CRIT**, from **5:00 a.m. on Saturday, May 7, 2022, to 11:59 p.m. on Saturday, May 7, 2022**, as described in the attached “**Exhibit A**”, hereinafter identified as the “Event;” and

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

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

WHEREAS, on the **26th** day of **April, 2022**, the El Paso City Council passed a Resolution, attached hereto and identified as “**Exhibit B**,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned, physical modifications of any man-made or natural features in or adjacent to the right of way involved and a location map is attached hereto as “**Exhibit C,**” and incorporated as if fully set forth herein.

Article 3. OPERATIONS OF THE EVENT

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

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

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

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

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

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

enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

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

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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


THE CITY OF EL PASO

Executed on behalf of the local government by:

Tomás González
City Manager

Date_____

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

THE STATE OF TEXAS

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

By_____

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

Date_____



City of El Paso

Special Event Permit

Special Event

Permit No: **CSEV21-00118**
Event Name: **SUN CITY CRIT**
Issued: **3/22/2022**
Expires: **5/7/2022**

Applicant

DESTINATION EL PASO

AMANDA FERNANDEZ/MAURO MONSISVAIS
ONE CIVIC CENTER PLAZA
EL PASO, TX 79901

Description: Main to Stanton; Stanton South San Antonio, San Antonio to Oregon, Oregon to Main. Closure on Mesa St. (SH 20) between Franklin Ave. and Overland Ave. and Texas Ave. (SH20) between Kansas St. and Oregon St.. **EPPD:** El Paso Police Department has no objections with this event. EPPD will require 8 uniformed Texas Peace Officers on reimbursable overtime to conduct traffic control. **EPFD:** Approved with the condition that tents cannot be closer than 12' of each other if they exceed 700 square feet. 100' x 10' tent is not allowed it blocks access of FD vehicles to fire department connections 20x10 tents must be on the park side of the street to allow access to fire department connections. No fencing was called out only barriers so no fencing is allowed without resubmitting. **PARKS:** Conditions for use of SJP grounds listed on park use permit #FA-11597.

Event Type: Bike Race
Participants/Attendees: 1,500
Vehicles: 0

Park Use: Yes
Event Staff/Volunteers: 1000
Animals: No

Amplification: Yes
Other:

EVENT

Start Date: 05/07/2022
Start Time: 12:00
End Date: 05/07/2022
End Time: 22:00

TRAFFIC CONTROL

Start Date: 05/07/2022
Start Time: 05:00
End Date: 05/07/2022
Start Date: 23:59

** NOTICE **

Permittee shall comply with all applicable City, State and Federal rules and/or regulations in conjunction with the event, including, but not limited to, park, noise and alcohol. Permitte acknowledges all information presented and contained herein is factually accurate. Permittee understands any inaccurate or incomplete information provided may create additional costs and/or considerations in conjunction with the permit and/or the event.

THE CONTACT PERSON FOR THE EVENT SHALL CARRY THE PERMIT DURING THE EVENT.

Given under my hand and The City of El Paso Seal on this date:

Issued By

ISSUED TO DMD

Applicants Signature

Temporary Events and Special Event

All temporary events and special events requests shall comply with the following as conditions of the permit:

1. Permittee(s) shall comply with all provisions of Section 15.08.120 L (Special Events - Temporary Street Closures) **or** Section 13.36 (Temporary Events) - of the El Paso City Code.
2. Permittee(s) shall ensure all traffic control mechanisms, signs, **and** devices are installed as shown in the approved Traffic Control Plan, incorporated herein **and** attached hereto as Exhibit "D" for the duration of the street closure. Failure to install **or** maintain traffic control mechanisms, signs **and** devices may result in a fine as per Section 12.30.160 (Traffic Control Devices - Violation) of the El Paso City Code.
3. Permittee(s) for special privilege requests shall maintain liability insurance in the following minimum amounts for the during the event
 - a. \$1,000,000 per occurrence for injury, death **or** property damage per occurrence
 - b. \$1,000,000 general aggregate limit
 - c. Said insurance policy shall be issued by an insurance company authorized to do business in the state of Texas **and** shall provide in substance that the insurer will defend against all claims **and** lawsuits which arise **and** will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants **or** employees, **and** the Permittee, its agents, servants **or** employees.
 - d. Said insurance policy shall name the Permittee(s) **and** the City as insured to the full amount of the policy limits.
4. A for-use increased fire occupancy permit will be required for the event. Fire Marshall Guards may be required for the event. Permittee(s) will be responsible for any applicable fees related to Fire Occupancy **and** Fire Marshall Guard requirements prior to the issuance of this permit.
5. Fire apparatus access roads shall have an unobstructed (including off-street parking) width of no less than 20 feet. Fire hydrants, fire department inlet connections, **and** fire department control valves shall **not** be obstructed in any manner to prevent such equipment from being immediately discernible.
6. The Permittee(s) shall coordinate with the Police Department to ensure that there **is** adequate emergency accessibility to **and** within the area as well as adequate safety provisions for the event. The Permittee(s) **is/are** responsible for coordinating any request for off-duty Police Department personnel **or** other Law Enforcement Agency personnel prior to the issuance of this permit.
7. Emergency access will be required for El Paso Water Utilities (EPWU) personnel **and** vehicle access for emergency repair. EPWU meters **and** manholes, water **and** sanitary sewer facilities must remain clear **and** unobstructed for EPWU personnel. Drainage systems in the area must remain unimpeded. No perforations may be done to the sidewalks **and** pavement within public rights-of-way.
8. Permittee shall coordinate with Environmental Services to address garbage removal after the event at (915) 621-6700 prior to the issuance of this permit.
9. The Permittee(s) shall be responsible for cleaning **and** removing of all litter **and** debris left on the roadways, sidewalks, **and** other public rights-of-way immediately upon the conclusion of the event. If the Permittee(s) fails to clean **and** remove all litter **and** debris within four hours of the end of the event, the city may perform such cleaning **and** the Permittee(s) shall be responsible for the costs of the city cleaning. Payment of any city cleaning costs shall be due **and** payable within 10 days of receipt of the bill from Financial Services.
10. Department of Public Health permits are required for food **and** beverages sold during the event. Applications must be received by the Department of Public Health at least 72 hours prior to the event. Applications received less than 72 hours prior to the event will be subject to express permit fees. Food **and** beverage booths will be inspected at least one hour prior to the start of the event. The Department of Public Health will **not** inspect booths that are **not** ready for service. Failure to be ready for inspection may result in a re-inspection fees by the Department of Public Health. Permittee(s) are responsible for ensuring all food **and** beverage vendors are ready for inspection. Coordinate with the Department of Public Health at (915) 541-4434.
11. Coordinate with the Texas Alcoholic Beverage Commission (TABC) for the sale **and** service of alcoholic beverages during the event at (915) 834-5860. The TABC license shall submit the request for a temporary alcoholic beverage permit at least ten days prior to the event. Applications **not** received by the TABC ten days prior to the event are subject to denial of the TABC temporary alcohol license. Licensee **and** permittee(s) are responsible for ensuring that all sales of alcoholic beverages comply with State Alcoholic Beverage rules **and** regulations. Failure to follow alcoholic beverage sales rules **and** regulations may result in penalties by the TABC including but **not** limited to revocation of an TABC license.
12. Permittee must comply with the Americans with Disabilities Act ("**ADA**"). Permittee must file any Assurance required under the City Ordinance 9779, prohibiting discrimination against disabled persons.
13. Permittee shall comply with all provisions of Section 9.40 (Noise) **and** 13.28 (Sound Amplifying Devices).

Park Information and Rules

1. Electricity is not provided, unless event is held in a Reserve.
2. Water is not provided.
3. Portable restrooms are not provided; permanent restrooms are available at Reserves.
4. No excavation or placing of stakes into the ground.
5. Park Closed 11:00 p.m. - 6:00 a.m. (Downtown Parks Closed from 1:00 a.m. - 6:00 a.m.)
6. No vehicles will be driven or allowed onto park grass areas.
7. No restriction for the use of the areas or streets by the public shall be imposed.
8. Littering and dumping of waste prohibited.
9. Glass beverages containers prohibited
10. Alcoholic beverages are prohibited.
11. Illegal to mar, damage, or destroy city property.
12. Camping is prohibited.
13. Use of any projectile is prohibited (firearms, air rifles, sling shots, driving golf balls, rock throwing).
14. Remove pet droppings, use a leash.
15. No horses.
16. No amusement devises or jumping balloons without written permission.
17. Permit required for sale of goods or services.
18. Permit required for amplified public addressing.



City of El Paso

Streets and Maintenance

Traffic Control Permit



Site Address: 114 W MILLS AVE, EL PASO, TEXAS 79901

Permit No: **EPTC22-01118**

Issued: **03/10/2022**

Expires: **05/07/2022**

Applicant DESTINATION EL PASO AMANDA FERNANDEZ 1 CIVIC CENTER PLZ EL PASO, TEXAS 79901	Phone Number Applicant: (915) 241-4573 afernandez@destinationelpaso.com Barricade: (915) 216-7296 adam@tcs-ep.com	Barricade Company TRAFFIC CONTROL SPECIALIST (TCS) ADAM MIJARES 3120 TRAWOOD DR STE F EL PASO, TEXAS 79936
--	--	--

WORK AUTHORIZED: SUN CITY CRIT PROFESSIONAL CYCLING TOUR PRESENTED BY DESTINATION EL PASO SITE INCLUDES A CLOSED RACE COURSE, VIP TENTS, FOOD TRUCKS / BOOTHS & EVENT SEATING. EVENT AREA WILL BE INSTALLED ON THE ROADWAY & SAN JACINTO PARK AREAS & THE RACE ROUTE WILL BE ALONG E MAIN AVE, N STANTON ST, E SAN ANTONIO AVE, & N OREGON ST FOR DMD SPECIAL EVENT. TCS PROVIDING TRAFFIC CONTROL DEVICES & SITE MAINTENANCE, SATURDAY 05/07/2022 5:00AM-11:59PM ONLY.

TYPE OF TRAFFIC CONTROL SET UP: **1 DAY EVENT:** PARTIAL ROAD CLOSURES W/ DETOUR & ARROWBOARDS, PARK CLOSURE, & SIDEWALK CLOSURES W/ PEDESTRIAN DETOURS ALONG MINOR ROADWAYS & SIGNALIZED INTERSECTIONS IN DMD

Start Date: 05/07/2022

Expiration Date: 05/07/2022

Length of Term: Short

Work Times: **Saturday 5:00am-11:59pm Only**
 (Note: No Early Set Up or Late Pick Up)

WORK SITE RECOMMENDATIONS (COVID-19)

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should notify their supervisor and stay home.
- Sick employees should follow CDC-recommended steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions.
- Clean AND disinfect frequently touched objects and surfaces such as workstations, keyboards, telephones, handrails, and doorknobs. Dirty surfaces can be cleaned with soap and water prior to disinfection. To disinfect, use products that meet EPA's criteria for use against SARSCoV-2 external icon, the cause of COVID-19, and are appropriate for the surface.
- Avoid using other employees' phones, desks, offices, or other work tools and equipment, when possible. If necessary, clean and disinfect them before and after use.
- Practice social distancing by avoiding large gatherings and maintaining distance (approximately 6 feet or 2 meters) from others when possible.

*** NOTICE ***

1. THIS PERMIT IS ISSUED IN ACCORDANCE WITH PROVISIONS OF CHAPTER 12.30 OF THE MUNICIPAL CODE AND CURRENT EDITION OF CHAPTER SIX OF THE TEXAS MANUAL OF UNIFORMED TRAFFIC CONTROL DEVICES AND THE APPLICANT, IN ACCEPTING IT, OBLIGATES THEM TO COMPLY FULLY WITH ALL THE PROVISIONS OF THE MUNICIPAL CODE.

2. THIS TRAFFIC CONTROL PERMIT AND APPROVED TRAFFIC CONTROL PLAN, OR A COPY THEREOF, SHALL BE KEPT ON THE JOB SITE UNTIL COMPLETION OF THE PROJECT.

3. I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS PERMIT AND STATE THAT THE ABOVE INFORMATION IS CORRECT, AND AGREE TO COMPLY WITH ALL CITY, STATE AND FEDERAL LAWS REGULATING ACTIVITIES COVERED BY THIS PERMIT.

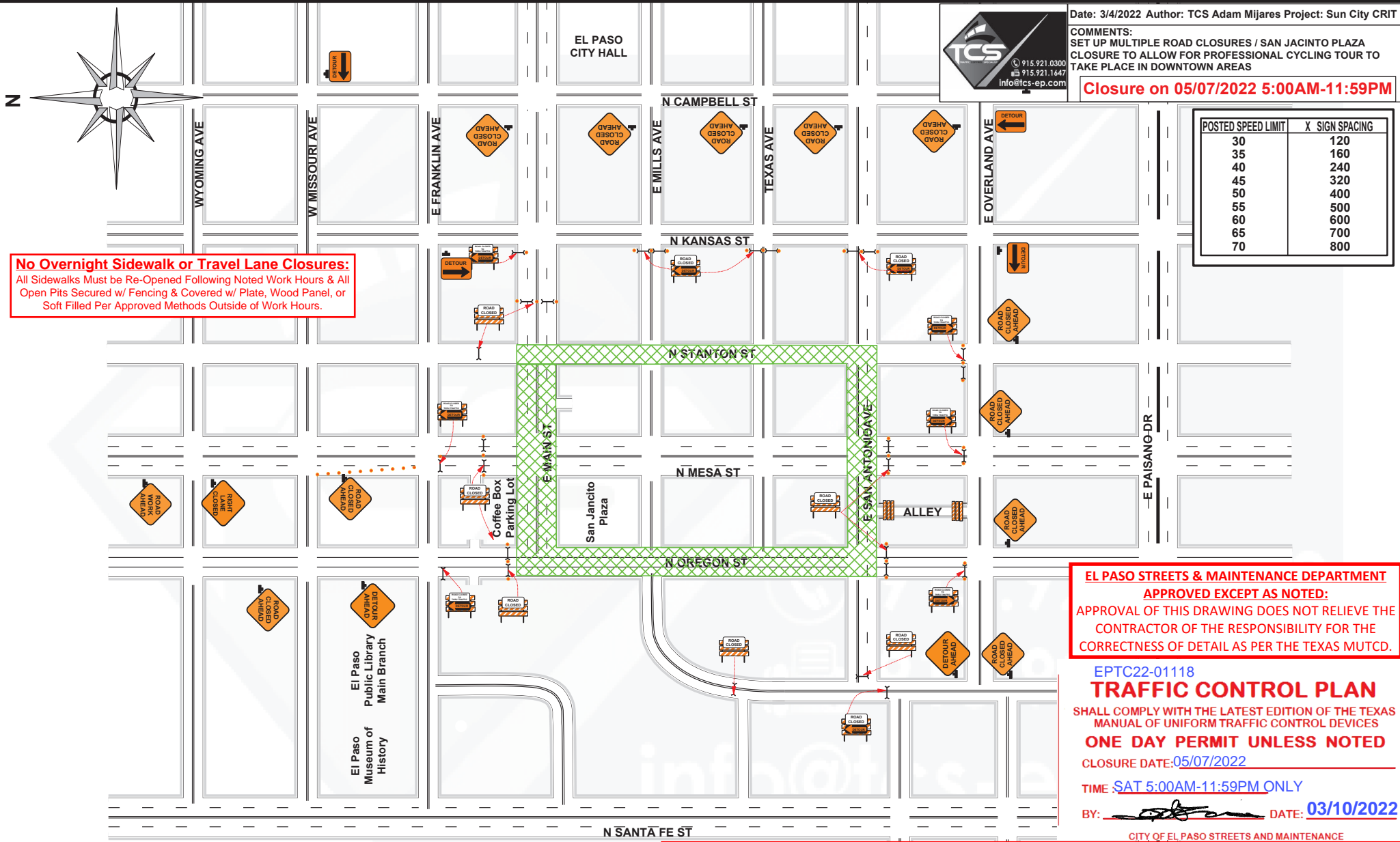
Sam Rodriguez

City Engineer

[Signature]

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

Issued By David A. Zamora



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



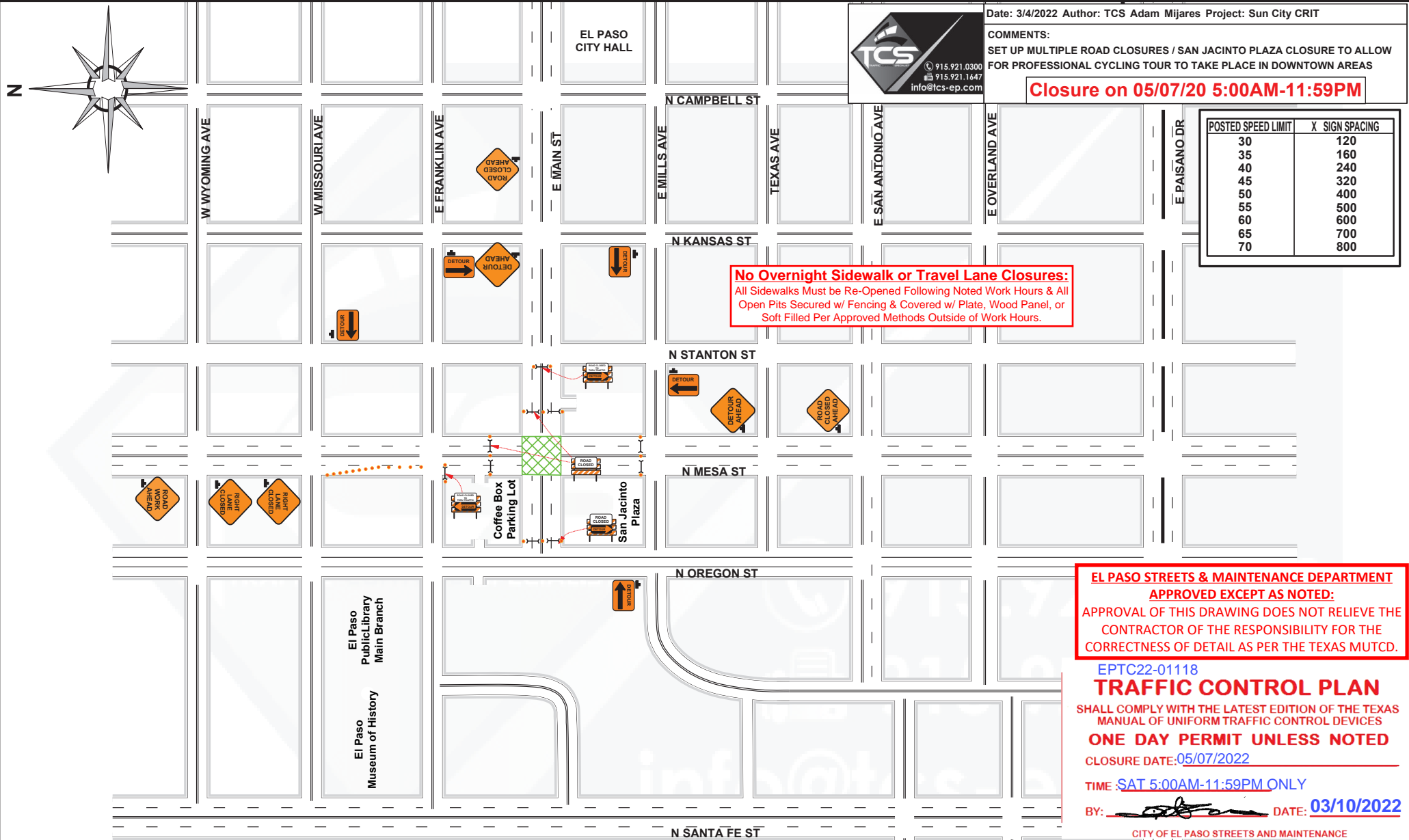
Date: 3/4/2022 Author: TCS Adam Mijares Project: Sun City CRIT
 COMMENTS:
 SET UP MULTIPLE ROAD CLOSURES / SAN JACINTO PLAZA
 CLOSURE TO ALLOW FOR PROFESSIONAL CYCLING TOUR TO
 TAKE PLACE IN DOWNTOWN AREAS
Closure on 05/07/2022 5:00AM-11:59PM

POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800

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

EPTC22-01118
TRAFFIC CONTROL PLAN
 SHALL COMPLY WITH THE LATEST EDITION OF THE TEXAS
 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES
ONE DAY PERMIT UNLESS NOTED
 CLOSURE DATE: 05/07/2022
 TIME: SAT 5:00AM-11:59PM ONLY
 BY: [Signature] DATE: 03/10/2022
 CITY OF EL PASO STREETS AND MAINTENANCE

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



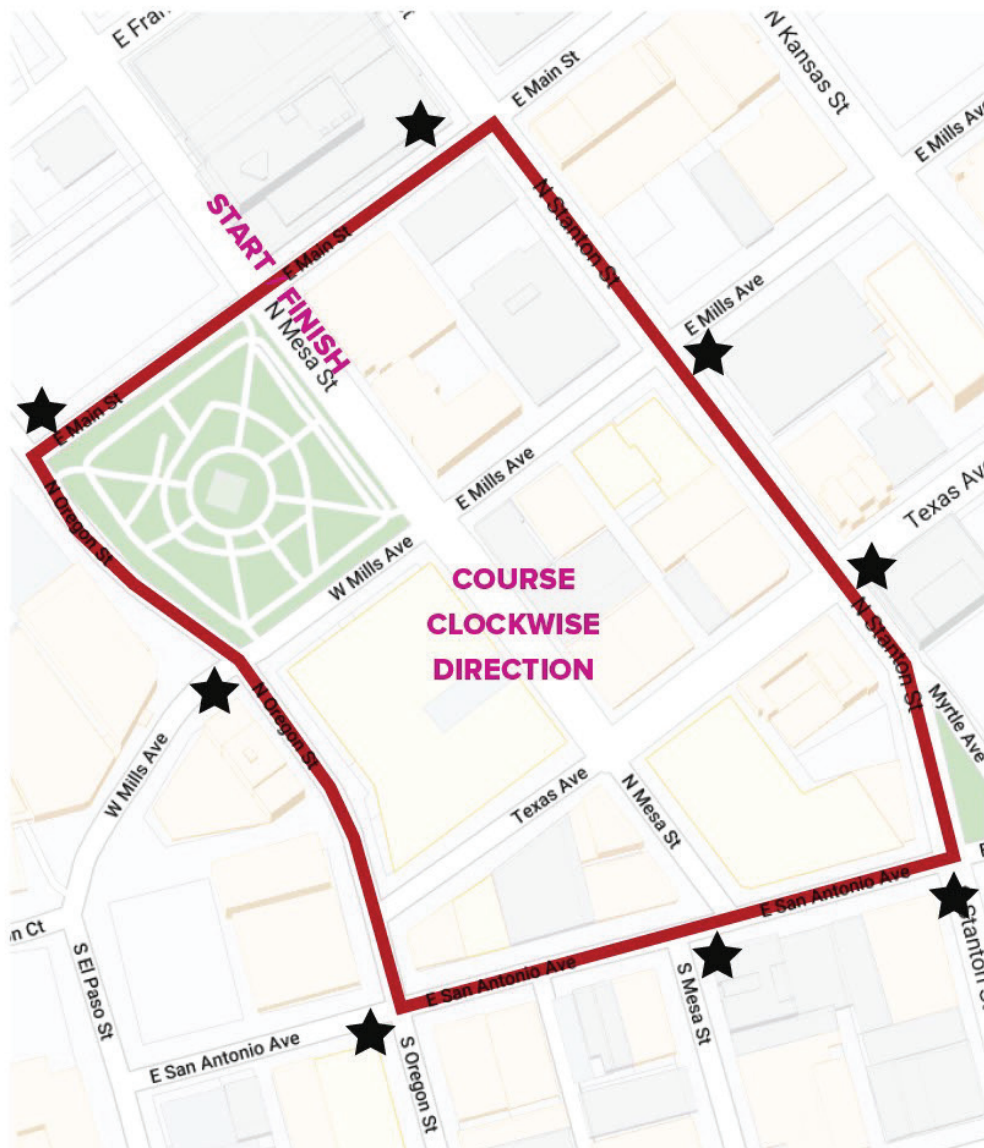
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 - Additional Service Plan to be in Place for Response to Inclement Weather Conditions.

CYCLO DE MAYO


MAY 7, 2022
DOWNTOWN, EL PASO

RACE COURSE INFORMATION

LOCATION	CITY CENTER - EL PASO, TEXAS
START/FINISH	E. MAIN & N. MESA STREETS
COURSE LENGTH	0.59 MILE- CLOCKWISE DIRECTION
PEDESTRIAN ACCESS	★



PAVING CUT APPLICATION FORM

CONTRACTOR CONTACT INFORMATION			 STREET & MAINTENANCE DEPARTMENT		
FIRM: <u>Destination El Paso</u>					
NAME: <u>Amanda Fernandez</u>					
ADDRESS: <u>One Civic Center Plaza</u>					
<u>El Paso</u>	<u>TX</u>	<u>79901</u>			
CITY	STATE	ZIP CODE			
BUSINESS PHONE: (915) 534-0608		MOBILE: (915) 241-4573			
E-MAIL ADDRESS: <u>afernandez@destinationelpaso.com</u>					
UTILITY CONTACT INFORMATION					
UTILITY COMPANY: <u>Destination El Paso</u>					
CONTACT NAME: <u>Amanda Fernandez</u>					
ADDRESS: <u>One Civic Center Plaza</u>					
<u>El Paso</u>	<u>TX</u>	<u>79901</u>			
CITY	STATE	ZIP CODE			
BUSINESS PHONE: (915) 534-0608		MOBILE: (915) 241-4573			
E-MAIL ADDRESS: <u>afernandez@destinationelpaso.com</u>					
JOB INFORMATION					
FOREMAN ON SITE: <u>Mauro Monsisvais</u>		MOBILE: (915) 383-8694			
WORK LOCATION: <u>S. Oregon, San Antonio, S. Stanton, Mills, Mesa, Texas Ave., E. Main</u>					
WORK DESCRIPTION: <u>Event- Sun City CRIT</u>					
BARRICADE COMPANY: <u>TCS-EP</u>					
START DATE: <u>May 7, 2022</u>		END DATE: <u>May 7, 2022</u>			
DIG TESS No: _____		SIGNATURE: <u>Amanda Fernandez</u> DATE: <u>3-2-22</u>			
ATTACHEMENTS REQUIRED:		INSPECTION TYPE:			
PROPOSED EXCAVATION DRAWING <input type="checkbox"/> APPROVED TRAFFIC CONTROL <input type="checkbox"/> PERMIT BOND <input type="checkbox"/> CERTIFICATE OF INSURANCE <input type="checkbox"/>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ASPHALT REPAIRS: BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/> </td> <td style="width: 50%; vertical-align: top;"> CONCRETE REPAIRS: SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/> </td> </tr> </table>			ASPHALT REPAIRS: BACK FILL <input type="checkbox"/> 2-SACK <input type="checkbox"/> ASPHALT <input type="checkbox"/>	CONCRETE REPAIRS: SIDEWALK <input type="checkbox"/> CURB & GUTTER <input type="checkbox"/> DRIVEWAY <input type="checkbox"/> CONCRETE PAVEMENT <input type="checkbox"/>
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NOTICE					
1. INSPECTION REQUEST SHALL BE MADE ON OR BEFORE THE CITY WORK DAY PRIOR TO THE DESIRE INSPECTION DAY BY CALLING THE STREET AND MAINTENANCE DEPARTMENT AT (915) 212-0151. 2. INSPECTION WILL BE MADE SUBJECT TO THE AVAILABILITY OF THE CITY INSPECTORS. 3. A COPY OF THE APPROVED PAVING CUT PERMIT, TRAFFIC CONTROL PERMIT, AND PROPOSED EXCAVATION DRAWING SHALL BE KEPT AT THE PERMIT ADDRESS SITE AND SHOULD BE MADE AVAILABLE TO THE CITY INSPECTOR UPON REQUEST.					

FIRST AMENDMENT TO LOCAL EMERGENCY DIRECTIVE

(RECOMMENDATION ONLY)

SECTION 5. Permitted Activities & Functions. All of the following activities and functions are permitted. To the greatest extent feasible, these activities and functions shall comply **with Social Distancing Requirements** as defined in Section 1 and by all applicable orders. This Section also sets forth certain exemptions which shall also be permitted.

d. **Critical Infrastructure.** For purposes of this Directive, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Critical Infrastructure,” including, but not limited to, public works, construction personnel, and personnel listed on the Department of Homeland Security’s Cybersecurity and Infrastructure Agency (CISA) list of “Essential Critical Infrastructure Workers,” public works construction.

i. The following also constitute critical infrastructure: airport operations, water, sewer, gas, electrical, oil refining, oil and gas extraction, coal mining, metal ore mining, nonmetallic mineral mining and quarrying, roads and highways, public transportation, solid waste collection and removal, hazardous materials, internet, cable, wireless and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with **Social Distancing Requirements** as defined in Section 1, to the extent possible. This also includes wired telecommunication carriers, wireless telecommunications carriers (except satellite), telecommunications resellers (except retailers selling devices at physical locations are not permitted), satellite telecommunications, cable and other program distribution, other telecommunications, data processing, hosting and related services, and other information services.

ii. The following types of construction activities are permitted to include but not be limited to the following: residential and commercial construction, non-residential building construction, heavy and civil engineering, foundation, structure, and building exterior contractors, building equipment contractors, and building finishing contractors. This Directive shall not be construed to hinder the ability of the industries identified in the U.S. Department of Homeland Security Cyber and Infrastructure Security Agency's (“CISA”) Essential Critical Infrastructure Workforce Memorandum dated March 19, 2020 to continue their operation appropriately modified to account for CDC workforce and consumer protection guidance, and the list of industries identified on that memorandum is incorporated here by reference.

All employers involved in construction activity must institute or comply with following at all job sites:

- a) Comply with Social Distancing Requirements;
- b) Institute staggered shifts;
- c) Provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every ten (10) workers on site;
- d) Provide onsite handwashing stations and portable restrooms stocked with hand soap and/or hand sanitizer with at least 60% alcohol;
- e) Mandate handwashing of at least twenty (20) seconds for workers during the following:
 - 1. Before workers begin work;
 - 2. After workers remove gloves;
 - 3. Before and after the use of shared items such as tools or multi-user devices;
 - 4. Before and after any meal or restroom breaks; and
 - 5. After a worker's shift or work time ends.
- f) Provide mandatory rest breaks of at least fifteen (15) minutes for every four (4) hours worked so workers may follow hygiene guidelines;
- g) Take no adverse action against an employee who has been quarantined, or advised to self-quarantine, due to possible exposure to coronavirus;
- h) Perform mandatory temperature checks before a worker leaves home. If a worker has a fever of greater than 100 degrees Fahrenheit, then they are prohibited from going to work and must remain at home;
- i) Limit crossover of subcontractors;
- j) Prohibit gatherings during meals or breaks;
- k) Keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
- l) Do not use a common water cooler. Provide individual water bottles or instruct workers to bring their own;
- m) Allow non-essential personnel to work from home when possible; and
- n) Designate a COVID-19 safety monitor on each site who has the authority to enforce these provisions.
- o) If possible, provide OSHA's COVID-19 training to all employees.

NOTE: FOR COMPLETE DOCUMENT VISIT: https://elpasoheraldpost.com/wp-content/uploads/2020/04/AMENDMENT-TO-LOCAL-EMERGENCY-DIRECTIVE_ENGLISH.pdf

Sun City CRIT

Event Name : Sun City CRIT

Event Type : Professional Cycling Tour

Event Purpose : Professional Cycling Tour

No Of Days : 1

Event Start Date : May 7, 2022

Event End Date : May 7, 2022

Event Time :

	Start Time	End Time
Day 1 - May 7, 2022	12:00 PM	10:00 PM

	Date	From	To
Setup	May 7, 2022	5:00 AM	11:30 AM
TearDown	May 7, 2022	10:15 PM	11:59 PM

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

Date	Participants	Spectators	Total
Day 1 - May 7, 2022	1000	1500	2500

Contact Person(s)

Name : Amanda Fernandez

Address : One Civic Center Plaza El Paso , Texas, 79901 , United States

Email : afernandez@destinationelpaso.com

Mobile : 9152414573

Office Phone : 9155340608

Park Use

Downtown Parks : San Jacinto Plaza

Aside from the permanent park amenities, will you be introducing any additional items on the park grounds? : Yes

Will you have any amusement devices? : Yes

Number of amusement devices? : 4

Type(s) of amusement devices? : jumping balloons

Other(Obstacle Course , bungee etc) :

Fire & Public Safety

Security

Hiring Security Guards : Yes

Number of Security Guards : 14

Security Company :

Company Name : Elite Crowd Management

Contact Person : Roger Licon

Address : El Paso, Texas, USA

Mobile : 9158675928

Office Phone :

Email : roger.licon@lgbs.com

Police

Hiring Police Officers : Yes

Number of Police Officers : 8

Police Official Company :

Company Name : El Paso Police Department

Contact Person : Lalo Martinez

Address : El Paso, Texas, USA

Mobile : 9152032502

Office Phone :

Email : 1578@elpasotexas.gov

Will you be erecting temporary fences or barriers? Yes

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

Size and quantity of temporary structures :

25 10x10 tents. Top Only, no side walls

Will your event feature or utilize compressed gases? No

Fireworks

Will your event feature or utilize fireworks or pyrotechnics? No

Supply of electrical power to the event :

generators

What will need electrical power?

Main Stage, production truck, lights, sound stage, inflatable rides, and other items at the finish line

Participating businesses open in the conjunction with the event?

Yes

Traffic Control Information

Company Name : Traffic Control Specialist

Company Contact Number : 9159210300

Street Clousre :

Beginning at the intersection of Main/Stanton, south to the intersection of Stanton/San Antonio St., West to the intersection of San Antonio St./Oregon, North to the intersection of Oregon/Main.

Alley is Affected : Yes

Parking Meters

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

Yes

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

No

Start Date : May 6, 2022

End Date : May 8, 2022

Animals

No animal featured in this event

Amplification

Microphones Qnt	Speakers Qnt	Amplifiers Qnt	Other Qnt
4	4	2	0

Purpose of Amplification : Announcements

Location description of amplification devices : Main stage for race announcers and awards ceremony at the intersection of Main/Mesa plus a small ancillary stage for entertainment on Mills.

Alcohol Use

Will alcoholic bevarages be sold, served or consumed at your event? Yes

Will alcoholic bevarages be sold, served or consumed on a city right of way? Yes

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

Trade name of establishment / organization obtaining the TABC permit in conjunction with the event : El Paso Convention and Performing Arts

Permit / License Holder name : El Paso Convention and Performing Arts

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

Food & Merchandise Sales

Number of food location : 8

Number of beverage location : 8

Event feature merchandise vendors : Yes

Event Clean Up

Cleanup plan : We will have a crew on site for clean up and will hire the COEP Sanitation to sweep the street after the event.

Name of the Organization responsible for cleanup : El Paso Live/City of El Paso

Contact Number : 9152414573

Contact Number : Amanda Fernandez

Email : afernandez@destinationelpaso.com

Internet Access

Is Wireles Internet access needed? No

Is A Secure Wireles Internet Connection needed ? No

Uploaded files

Site plan : submitted

Certificate of insurance documents : submitted

Signed notice of proposed closure form : submitted

Public Safety Plan : submitted

Traffic control plan : submitted

Parking Meters : submitted

TABC Certificate : submitted

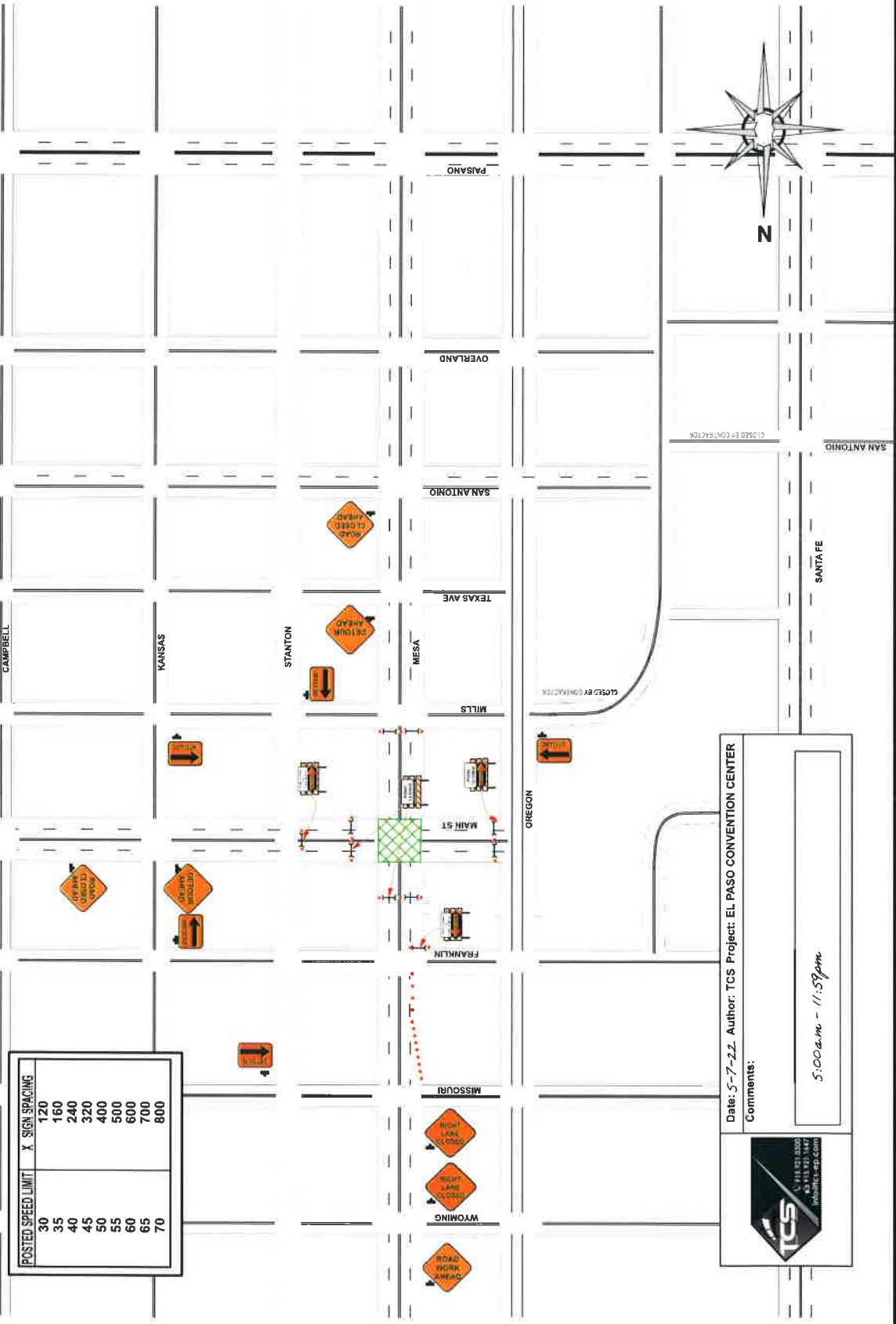
Food vendor's name & Contact : submitted

Merchandise name and contact : submitted


Applicant Name : Amanda Fernandez

Applicant E-Signature : AF

Sign Date : 2021-11-11



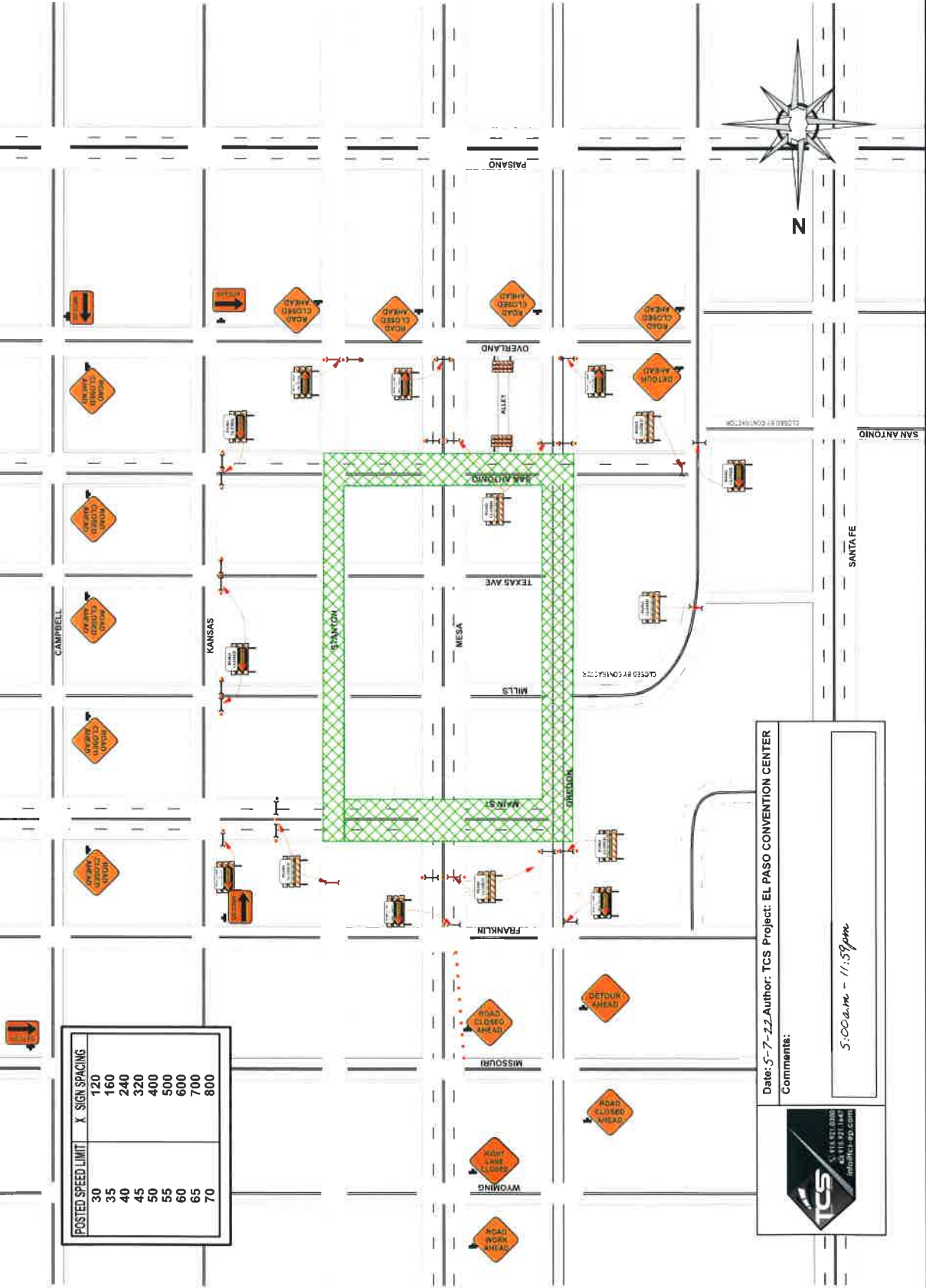
POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800




DATE: 5-7-22 Author: TCS Project: EL PASO CONVENTION CENTER

Comments:

5:00 a.m. - 11:59 p.m.



POSTED SPEED LIMIT	X SIGN SPACING
30	120
35	160
40	240
45	320
50	400
55	500
60	600
65	700
70	800



TCS
 4315 971 1440
 INFO@TCS-EP.COM

Date: 5-7-22 Author: TCS Project: EL PASO CONVENTION CENTER

Comments:

5:00am - 11:59pm

Sun City CRIT 2022

Certificate of Insurance-

City of El Paso is SELF- INSURED

201 E. Main Ste. 107
El Paso, TX 79901
(915) 400-2294
DowntownElPaso.com

Notice of Proposed Closure



Event Information

I/we (organization/individual) Destination El Paso
will be holding an event on (date) May 7, 2022 from (time) 5:00 a.m. to 11:59 p.m.
I/we are asking for your to consent to temporarily block off:
(street closure) S. Oregon to San Antonio / San Antonio to S. Stanton / S. Stanton to Mills,
Mills to S Oregon
for (event) Sun City CRIT - Cyclo de Mayo

Alcohol Sales Information

Company Name: _____
Representative Name: _____ Telephone #: _____
Company Address: _____ Zip Code: _____
Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

Name	Address	Consent	Object	Signature
CORTEZ Bldg.	310 N. MESA	✓		Mary Quintanilla
VEINTIDOS	306 N MESA	✓		adrian...
Chelitos	115 MESA ST.	✓		he a...
CVS	201 W. Mills	✓		el ci
Park Tavern	204 Mills	✓		...
FELSO	212 E. Mills	✓		...
Church Bar	212 E. Mills	✓		...
Nancy Borja	216 E. Mills	✓		Nancy Borja
Josh Stokes	209 E. Mills	✓		Josh Stokes
J C LOPEZ	209 Mills	✓		...
Patterson	205 E Mills	✓		...
Jose Cervantes	114 A Mills	✓		...

201 E. Main Ste. 107

El Paso, TX 79901

(915) 400-2294

DowntownElPaso.com

Notice of Proposed Closure



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Mills to S Oregon

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Alcohol Sales Information

Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: Zip Code:

Company's Telephone Number(s): _____

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]

201 E. Main Ste. 107
El Paso, TX 79901
(915) 400-2294
DowntownElPaso.com

Notice of Proposed Closure



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Mills to S Oregon

for (event) Sun City CRIT - Cyclo de Mayo

Alcohol Sales Information

Company Name: _____

Representative Name: _____ Telephone #: _____

Company Address: _____ Zip Code: _____

Company's Telephone Number(s):

Please print your name, address and check of either Consent or Object with your signature below.

[illegible]



DESTINATION EL PASO



February 8, 2022

Dear Business Owners,

On May 7, 2022 Visit El Paso will be hosting the 2022 Sun City CRIT in Downtown El Paso. Set-up will begin at the intersection of Mesa and Main Street at which time access to the inner racecourse footprint will be prohibited to vehicular access beginning at 5:00am on Saturday, May 7, 2022. Pedestrian access to the inner areas will be allowed at eight (8) various crossing points between races.

We are asking for your help regarding parking, specifically on May 7, 2022. Access to street parking will be unavailable. Due to the inconvenience, we are opening the UPTT (Union Plaza Transit Terminal) Parking Garage to any resident to park for free from May 6-8, 2022. The UPTT garage is located at the corner of San Antonio and Durango at 400 W. San Antonio. Residents who are displaced will be allowed to park at UPTT using the same credential/pass that is used for on street parking.

Now in its 15th year, the USA CRITS Series is the premiere cycling series in the United States. USA CRITS was developed to feature criterium racers and to offer venues, teams, and riders the ability to excel in this unique discipline of cycling. The events that form the USA CRITS Series represent more than 100 years of criterium racing and have the ideals that have made criterium racing an American legacy: challenging courses that showcase arts and entertainment districts, a large and growing base of spectators, broad community support, and strong marketing opportunities for partners. The Sun City CRIT Event will bring in an estimated overall attendance of 3,500 and have an estimated economic impact of just over \$1.3 million each year.

Should you have any questions regarding the event or parking May 6-8, 2022, please direct your inquiries to Amanda Fernandez at afernandez@destinationelpaso.com or via phone 915-534-0608. Thank you in advance for your cooperation.

Sincerely,

Mauro Monsisvais
Director of Operations, Destination El Paso



CYCLO DE MAYO

MAY 7, 2022
DOWNTOWN, EL PASO

CRITERIUM RACING, or a CRIT, is a unique form of cycling that stresses high-speed races contested amidst a thriving urban atmosphere for a specified number of laps on a closed course.

criteriums are historically run on short laps through city streets, they offer spectators the opportunity to watch Olympians and world and national champions up close as they ride at top speeds for up to two hours. Criterium racing's ability to combine the most exciting elements of popular sports with the large-scale appeal of downtown arts and music festivals has made it the most enduring form of cycling in North America and the most spectator-friendly form of cycling with an ever-growing following of fans.

- **El Paso will host the Criterium May 7, 2022.**
- **Access to businesses will remain intact for pedestrians**
- **The event is expected to draw over 2,800 competitors and spectators from around the country**
- **Participants spend 2-3 days in the destination and contribute roughly 2,000 room nights to area hotels**
- **The event contributes an estimate \$1.1 million in economic impact each year and El Paso will host at least 5 events**

For more information:

Amanda Fernandez, Special Events Manager
afernandez@destinationelpaso.com



CYCLO DE MAYO | MAY 7, 2022 DOWNTOWN, EL PASO

EVENT OVERVIEW

A Criterium or CRIT is a unique form of cycling that stresses high-speed races contested amidst a thriving urban atmosphere for a specific number of laps on a closed course.

Now in its 15th year, the USA CRITS Series is the premiere cycling series in the United States. USA CRITS was developed to feature criterium racers and to offer venues, teams, and riders the ability to excel in this unique discipline of cycling. The events that form the USA CRITS Series represent more than 100 years of criterium racing and have the ideals that have made criterium racing an American legacy: challenging courses that showcase arts and entertainment districts, a large and growing base of spectators, broad community support, and strong marketing opportunities for partners.

El Paso's CRIT will take place annually in downtown, this year it will be held on May 7, 2022. Set up will begin at the intersection of Mesa and Main Street, access to the inner race-course will be prohibited to vehicular access beginning at 5:00am on Saturday, May 7, 2022. Pedestrian access to the inner areas will be allowed at eight (8) various crossing points between races.

EVENT OVERVIEW

CATEGORY	START	TIME
Onsite Registration Open	11:00 AM	
Rider Warmups	12:00 PM	
Cat 4 & 5 Men	1:00 PM	35 Min
Masters 35+/45+/55+ Bonus	1:40 PM	45 Min
JR 15-16 & 17-18	2:30 PM	20 Min
JR 9-12 & 13-14	3:00 PM	20 Min
Cat 4-5 Women	3:30 PM	40 Min
Cat 2-3 Men	4:15 PM	40 Min
Kids Races	5:00 PM	25 Min
Amateur Finals	5:30 PM	45 Min
All Stars Relay Race	6:30 PM	20 Min
USA CRITS Pro 1-2-3 Women	7:00 PM	60 Min
USA CRITS Pro 1-2 Men	8:10 PM	80 Min
USA CRITS Awards	9:30 PM	

EVENT ATTENDANCE

ESTIMATED OVERALL
ATTENDANCE: **3,500**

ATHLETES: **900**

ENTHUSIASTS: **500**

PARTICIPANT GUESTS: **2,000**

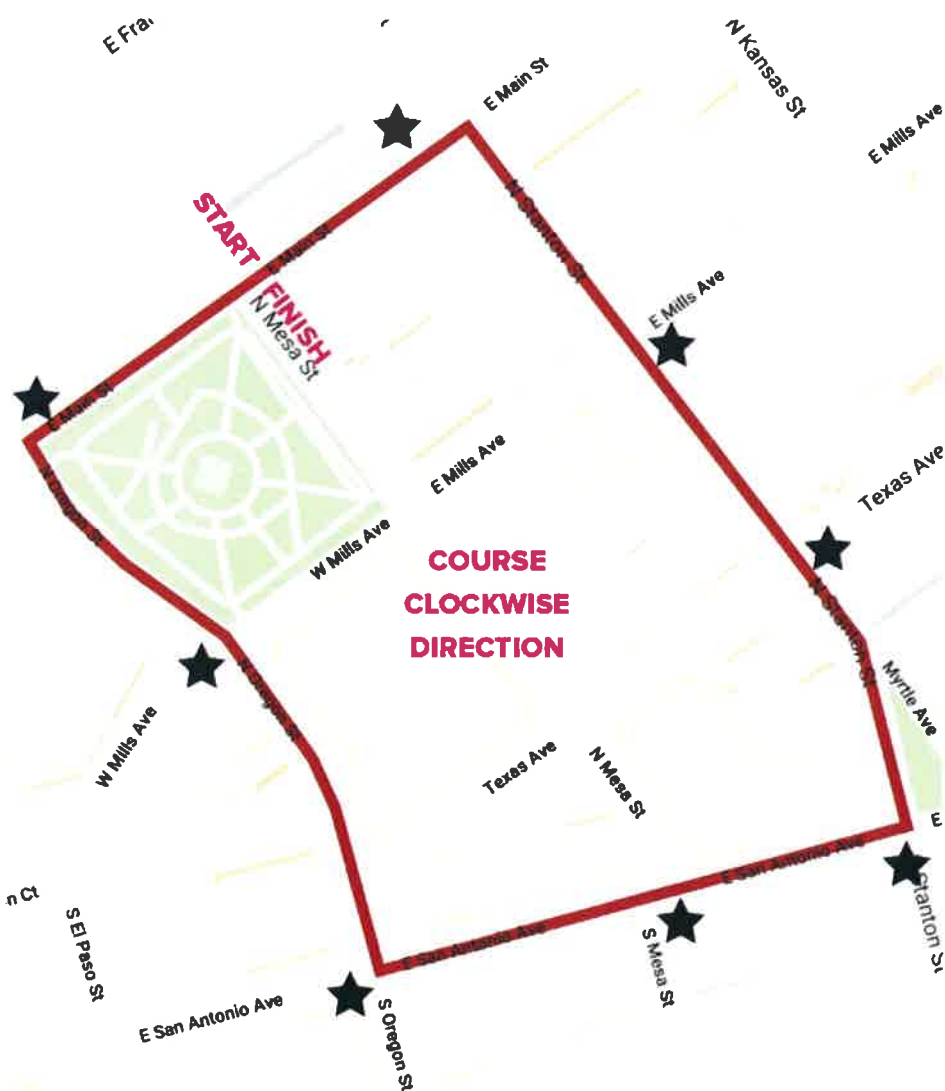
MEDIA: **100**

CYCLO DE MAYO

MAY 7, 2022
DOWNTOWN, EL PASO

RACE COURSE INFORMATION

LOCATION	CITY CENTER - EL PASO, TEXAS
START/FINISH	E. MAIN & N. MESA STREETS
COURSE LENGTH	0.59 MILE- CLOCKWISE DIRECTION
PEDESTRIAN ACCESS	★



FILE_AS_NA	ADDR_LINE2	ADDR_CITY	ADDR_ZIP
FAMAR PROPERTIES & INVESTMENT INC	116 S OREGON ST	EL PASO	79901-2320
LR MANAGEMENT LLC	6471 CALLE DEL SOL DR	EL PASO	79912-7523
SW T-BIRD LTD	305 S EL PASO ST	EL PASO	79901-2315
LORE CORP	114 S OREGON ST	EL PASO	79901-2320
MILLS PLAZA PROPERTIES IV LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
110 S OREGON LLC	PO BOX 1797	EL PASO	79949-1797
CAPLES LAND COMPANY LLC	717 E SAN ANTONIO	EL PASO	79901-2519
EMMAUS VENTURES LLC	119 E OVERLAND AVE STE E	EL PASO	79901-2346
L R MANAGEMENT LLC	6471 CALLE DEL SOL DR	EL PASO	79912-7523
TUNG ZHI II LLC	2269 CHESTNUT STREET #47*	SAN FRANCISCO	94123
CAPLES LAND COMPANY LLC	PO BOX 1797	EL PASO	79949
EP EL CENTRO LLC	3737 GATEWAY BLVD WEST	EL PASO	79903
L & T REAL ESTATE LLC	112 S STANTON ST	EL PASO	79901-2403
KIM YONG JU & YUN SUN OK	425 HOLLYDALE DR	EL PASO	79912-4201
CAPLES LLC	300 E SAN ANTONIO AVE	EL PASO	79901-2345
MARCUS REAL ESTATE LIMITED PARTNER	PO BOX 920605	EL PASO	79902-0012
CAPLES LAND COMPANY LLC	PO BOX 1797	EL PASO	79949
MJCP LLC	8650 YERMOLAND DR	EL PASO	79907-1718
LEGATE CO TEXAS LLC	109 N OREGON SUITE 1200	EL PASO	79901-1150
YUN HOWARD	408 S EL PASO ST	EL PASO	79901-2318
KEMP JOHN P JR	221 N KANSAS ST STE 625	EL PASO	79901-1615
MONTWOOD PROPERTIES INC	109 N OREGON ST 13TH FLO*	EL PASO	79901-1148
408 ESPITA LLC	500 W OVERLAND #310	EL PASO	79901-1086
GAMEZ IRMA	410 E SAN ANTONIO AVE	EL PASO	79901-2422
COURTRON LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
SALOM OLGA M B	4351 DONNYBROOK PL	EL PASO	79902-1312
PRONTO MORTGAGE LLC	3737 GATEWAY BLVD W	EL PASO	79903-4555
FRED LOYA INSURANCE AGENCY INC	416 E SAN ANTONIO AVE	EL PASO	79901-2422
VALLE DE BRAVO INVESTMENTS INC	109 N OREGON ST FL 12	EL PASO	79901-1148
101 N MESA LTD PARTNERSHIP	PO BOX 1797	EL PASO	79949-1797
MILLS PLAZA PARKING II LP	123 WEST MILLS AVE	EL PASO	79901
THE BROKER CO	109 N OREGON ST STE 1200	EL PASO	79901-1150
TROST HILLS BUILDING LLC	112 TEXAS AVE	EL PASO	79901-2310
KOCHINDIO LLC	300 E MAIN ST 6TH FL	EL PASO	79901-1372
SANTOSCOY NORMAN R	320 S STANTON ST	EL PASO	79901-2824
NATIONAL AMERICAN INVESTMEN	202 N OREGON ST	EL PASO	79901-1102
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
J&M PROPERTIES LP	PO BOX 790830	SAN ANTONIO	78279-0830
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
CITY OF EL PASO	300 N CAMPBELL	EL PASO	79901-1402
CVS PHARMACY INC	1 CVS DR MC 2320	WOONSOCKET	2895
EP OHM HOLDINGS LLC	3712 LAGUNA PLACE	EL PASO	79902-1906
JMK5 INTERNATIONAL BUILDING LLC	308 W PARKWOOD STE 104-A	FRIENDSWOOD	77546
200 EP MESA LLC	3737 GATEWAY BLVD W	EL PASO	79903
MILLS PLAZA PROPERTIES LP	123 MILLS STE 600	EL PASO	79901-1577
CITY OF EL PASO	PO BOX 1890	EL PASO	79950-1890

TEMPE THORN RENTALS LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
AVENIDA TEXAS LLC	818 TEXAS AVE	EL PASO	79901-1504
SOUTHWEST DENTAL MANAGEMENT INC	1861 ROBERT WYNN ST STE *	EL PASO	79936-4255
BANNER HOTEL LLC	5809 ACACIA CIR	EL PASO	79912-4859
EL PASO ELECTRIC COMPANY	100 N STANTON ST	EL PASO	79901-1463
HOUSING AUTHORITY OF THE CITY OF EL PASO	304 TEXAS AVE	EL PASO	79901-1737
201 STANTON LLC	500 W OVERLAND #310	EL PASO	79901-1086
MILLS PLAZA PROPERTIES IX LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
HASIERAN LLC	500 W OVERLAND AVE STE 3*	EL PASO	79901-1086
ORO INVESTMENTS LLC	4907 CROSSROADS DR STE A	EL PASO	79922-1037
204 MILLS PARTNERS LLC	150 E SUNSET	EL PASO	79922-1018
MARTIN BUILDING LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
MARTIN BUILDING LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
BASSETT PARTNERS EP LLC	1720 MAGOFFIN AVE	EL PASO	79901-1824
MILLS PLAZA PROPERTIES VII LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
GEORGE R DIPP 2021 SPOUSAL LIFETIME ACCESS TRUST	320 TEXAS AVE 2ND FL	EL PASO	79901
UNITED STATES POSTAL SERVICE	219 E MILLS AVE	EL PASO	79901-1313
THE PALACE AT PARK CENTRAL LLC	300 E MAIN DR	EL PASO	79901-1372
THE PALACE AT PARK CENTRAL LLC	300 E MAIN DR	EL PASO	79901-1372
BULNIT INC	1955 SHERMER RD STE 300	NORTHBROOK	60062-5363
309 MILLS LLC	234 CARNES RD	EL PASO	79907-5610
COURTON LLC	2223 MONTANA AVE STE B	EL PASO	79903-3646
GAURANGA ENTERPRISES LLC	725 LAKEWAY DRIVE	EL PASO	79932-3120
SUMMIT INDIGO EP LLC	PO BOX 630036	IRVING	75063-0110
MILLS PLAZA PROPERTIES IV LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
ESCOBAR ENRIQUE	337 BORDERLAND DR STE 7	EL PASO	79932-1228
MILLS PLAZA PARKING II LP	123 W MILLS AVE STE 600	EL PASO	79901-1577
UNKNOWN OWNER	1425 RIM ROAD	EL PASO	79902
URBAN LION LLC	6500 MONTANA AVE	EL PASO	79925-2129
MILLS PLAZA PROPERTIES IX LP	123 W MILLS AVE STE 600	EL PASO	79901-1577

Sun City CRIT Cyclo de Mayo

Saturday, May 7, 2022

General Event Info		
Event Hours	11:00 a.m.-10:00 p.m.	Total Hours- 11 hours

T-Shirt Security	Time In 5:00 a.m.	Time Out 11:59 p.m.	Number of Security 13	Number of Hours 19 hours	Placement See attached map
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Police Security	Time In 5:00 a.m.	Time Out 11:59 p.m.	Number of Police 1	Number of Hours 19 hours	Placement Rover for street closure/tow trucks
	10:30 a.m.	10:30 p.m.	8	12 hours	See attached map



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

TEMPORARY EVENT APPROVAL

Form L-TEA
(7/2021)

TABC's statutory authority to authorize this event begins Sept. 1, 2021; therefore, this authorization becomes effective on Sept. 1, 2021, even if received prior to that date. This authorization may only be used for an event held on the dates listed on this form.

Please Read All Instructions Prior to Completing the Application

Failure to submit your approval form at least **10 BUSINESS DAYS PRIOR** to the event will result in late fees as follows:

- **\$300** for forms received **7 to 9 business days** prior to the event
- **\$500** for forms received **4 to 6 business days** prior to the event
- **\$900** for forms received **1 to 3 business day(s)** prior to the event

Email the Temporary Event Approval to your local TABC office using the email address below that corresponds to your TABC region. **Important:** If submitting via email you must include "Temporary Event Approval" and the type of event in the subject line of the email. Example: "Temporary Event Approval – Festival."

Regional Office Email Addresses:

Region 1	EventsLubbockRegion@tabc.texas.gov
Region 2	EventsArlingtonRegion@tabc.texas.gov
Region 3	EventsHoustonRegion@tabc.texas.gov
Region 4	EventsAustinRegion@tabc.texas.gov
Region 5	EventsSanAntonioRegion@tabc.texas.gov

Submission of the Temporary Event Approval and any late filing fees does not guarantee approval.

Authorities and Responsibilities

- Submit the following documentation, if applicable:
 - letter of permission from the location's owner authorizing the possession/sale/service of alcoholic beverages on their property (*must include property owner contact information, date/time and address of event*)
 - approvals from local officials;
 - sponsorship agreements;
 - diagram; and
 - additional documentation may be required to determine qualification.
- A Temporary Event Approval is effective for a minimum of two consecutive days and no more than four consecutive days for each temporary event. No more than ten temporary events in a calendar year may be held at the same location by the same licensee/permittee, including both File and Use Notifications and Temporary Event Authorizations.
- License/permit holders must maintain exclusive control of all phases of the possession, sale, and service of alcohol at the event location. This includes but is not limited to available brands, pricing, inventory purchase, sales, records, transportation, storage, hours of operation and employees or volunteers.
- Event hours must adhere to hours of operation authorized by local authorities.
- A copy of the Temporary Event Approval form filed with TABC must be displayed in a conspicuous place at all times during the event.
- After the conclusion of the temporary event, remaining inventory of alcoholic beverages may be returned to the primary licensed location. Certain exemptions may apply.
- The Temporary Event Approval must cover the time of receipt of the alcohol as well as its storage.
- It is the responsibility of the license/permit holder to verify and adhere to all state and local laws, ordinances, and regulations, and to obtain all necessary local approvals or authorizations. Contact the local office of the Comptroller of Public Accounts for information concerning any responsibility to submit state taxes.
- The holder of a Temporary Event Approval may only serve or sell alcoholic beverages for consumption at the location for which this approval was granted.
- The signage requirements for a Temporary Event Approval are the same as those for a primary license/permit and may include signs required by §§ 5.53, 11.041, 11.042, 61.11, and 61.111 of the Alcoholic Beverage Code and § 31.4 of TABC's Administrative Rules.

For further information contact your local TABC office



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texans Helping Businesses & Protecting Communities

TEMPORARY EVENT APPROVAL

Form L-TEA
(7/2021)

TABC's statutory authority to authorize this event begins Sept. 1, 2021; therefore, this authorization becomes effective on Sept. 1, 2021, even if received prior to that date. This authorization may only be used for an event held on the dates listed on this form.

PRIMARY LICENSE/PERMIT INFORMATION

1. TABC License/Permit No.: MB 620765 2. Trade Name: El Paso Convention and Performing Art
3. License/Permit Type:
☒ Mixed Beverage (MB) ☐ Private Club (N, NE, NB) ☐ Wine/ Malt Beverage (BG) ☐ Malt Beverage ☐ Winery (G)

TEMPORARY EVENT INFORMATION

4. Event Address Street Number: 114 Street Name: W. Mills Ave.
- City: El Paso County: El Paso Zip Code: 79901
5. Event Date(s) & Time(s) Requested (Dates and times should include delivery and/or storage of alcohol):
 From: Date: 5/7/22 Time: 5:00 AM ☒ PM ☐ To: Date: 5/7/22 Time: 11:59 AM ☐ PM ☒
6. Description of Event Location: (Ex: Festival, North Side of Park, etc. **Note:** Submit site map.)
Cycling Race/Festival around San Jacinto Plaza Area
7. Type of Event (festival, picnic):
Criterium racing which is a high speed cycling race on a closed course.
8. Does this event involve a promoter or an organizer? ☒ Yes ☐ No
 If "YES," Name of Promoter or Organizer: Destination El Paso
9. Does this event involve sponsorship from an upper tier License/Permit holder?
 (Brewer, Distillery, Winery, Distributor, and/or Wholesaler) ☐ Yes ☒ No
 If "YES," enter License/Permit number and Trade Name: _____
10. Other than the permission to sell alcohol on this property (question 12), do you have any other contracts and/or agreements (either verbal or in writing) associated with this event, such as sponsorship and/or third-party agreements? ☒ Yes ☐ No
 If "YES," **attach copy, as applicable.**
11. Do you own or lease the location you are using for the event? ☐ Yes ☒ No
12. By checking "Yes" you confirm you have obtained all necessary authorizations from your municipality and county that may be required for your event. ☒ Yes
13. By checking "Yes," you have obtained permission to sell alcohol from the owner of premise. ☒ Yes
Attach Copy.
14. By checking "Yes," you confirm the event location address is wet for the sale of alcoholic beverages for which you are requesting approval. ☒ Yes
 This must be confirmed with the County Clerk.

IF THIS EVENT IS AT A LOCATION WITH A PENDING ORIGINAL APPLICATION THAT IS REQUIRED TO POST A 60-DAY SIGN, STOP. CONTACT YOUR LOCAL TABC OFFICE.

CONTACT INFORMATION

By signing below, you affirm, and represent to TABC, that the above information is true and correct, and that you have the legal authority to request the privilege identified in this application on behalf of the named license/permit holder.

Print Name Amanda Fernandez

Signature Amanda Fernandez

Title Special Events Manager

Phone No.: 915-534-0608

Email Address: afernandez@destinationelpaso.com

Click to add date 2/8/22

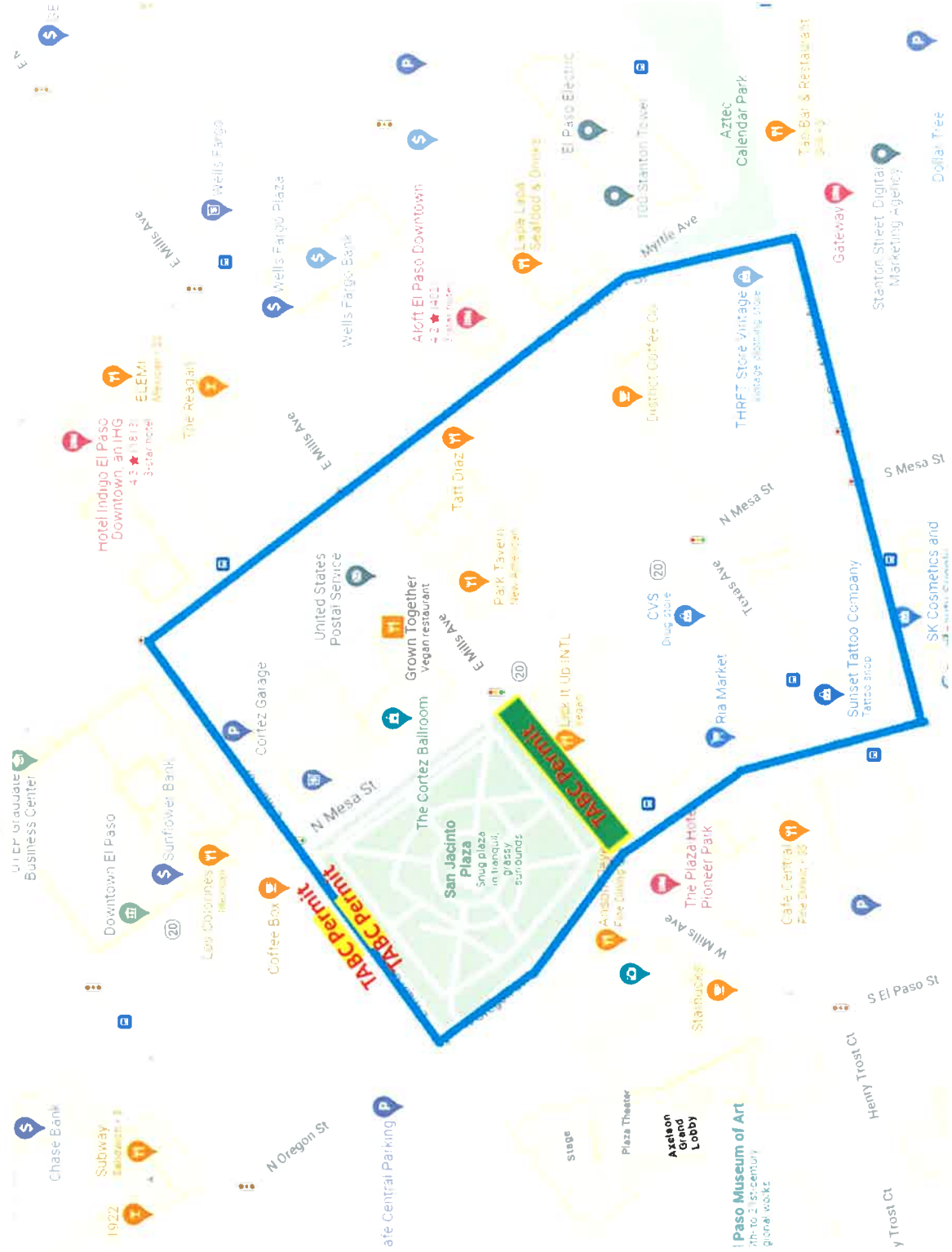
Legend

GA and VIP Tent- Alcohol Permit Needed

Taco Fest- Alcohol Permit Needed

Closed Race Course

***All alcohol will be in controlled areas**



Sun City CRIT 2022

Food and Merch Vendor Lists to be submitted

EO-200	EO-300	NS-102	EMA-103
EO-202	EO-302	NS-104	EMA-105
EO-203	EO-304	NS-106	EMA-107
EO-204	EO-306	NS-108	EMA-109
EO-205	EO-308	NS-110	EMA-111
EO-206	EO-316	NS-112	EMA-113
EO-208	EO-318	NS-113	EMA-200
EO-210	EO-320	NS-114	EMA-202
EO-211	SS-100	NS-115	EMA-210
EO-212	SS-101	NS-116	EMA-212
EO-213	SS-102	NS-117	EMA-214
EO-215	SS-103	NS-118	EMA-216
EO-300	SS-104	NS-119	EMA-218
EO-301	SS-105	NS-120	NS-301
EO-302	SS-107	NS-122	NS-303
EO-303	SS-109	NS-200	NS-305
EO-304	SS-110	NS-202	NS-307
EO-305	SS-111	NS-203	NS-309
EO-306	SS-112	NS-204	NS-311
EO-308	SS-113	NS-205	NS-315
EO-313	SS-114	NS-206	SO-100
EO-315	SS-115	NS-208	SO-102
EO-316	SS-116	NS-210	SO-108
EO-317	SS-118	NS-212	SO-112
EO-318		NS-213	SO-114
EO-319		NS-214	SO-116
EO-320		NS-215	
		NS-217	
		NS-219	

STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT is entered into by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "the City", and **Destination El Paso**, hereinafter referred to as "Contractor."

WHEREAS, the Contractor has hired staff to produce the **Sun City CRIT**, hereinafter referred to as "Event" in the best possible manner; and

WHEREAS, a number of community businesses, organizations and individuals have agreed to support the Event due to its importance and significance to the community; and

WHEREAS, the City Council finds that participation by the City in the Event will provide direct benefits to the public in the form of public safety services; and

WHEREAS, the City Council finds that participation in the Event by the City will serve an important public purpose by providing a cultural and recreational opportunity to the City and serving as a rallying point for community spirit and support, and as such, the City is willing to provide the services set forth in this Contract.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the parties hereto agree as follows:

1 TERM. This Contract shall be valid through **Saturday, May 7, 2022**.

2 CONSIDERATION.

2.1 The Contractor agrees to provide the following services:

2.1.1 Manage and operate the Event from 5:00 a.m., to 11:59 p.m. on Saturday, May 7, 2022, upon the route approved by the City through the Event Permit No. CSEV21-00118, or as modified in writing by the parties.

2.1.2 Comply with all terms of the Permit No.CSEV21-00118, and shall provide all information required by the Local Government contained in TEA 30A finalized agreement between the City of El Paso and the State of Texas Department of Transportation, which will be in substantial conformity with Exhibit "A" and incorporated by reference as if set forth in full.

2.1.3 Perform all street, sidewalk, and other right-of-way cleaning as required by Section 13.38.080 of the City Code and/or as required by the terms of this Contract.

- 2.2** In addition to the use of City rights-of-way, this Event requires the temporary closure of State-owned and operated highway, thereby imposing additional obligations on the City pursuant to 43 Texas Administrative Code, Section 22.12.

CONTRACTOR HEREBY AGREES TO INDEMNIFY AND ASSUME RESPONSIBILITY FOR THE REQUIREMENTS IMPOSED ON THE CITY UNDER THIS STATUTE IN CONSIDERATION OF THE CITY'S SUBMISSION ON BEHALF OF THE CONTRACTOR, FOR APPROVAL OF THE CLOSURE AND USE OF STATE HIGHWAY RIGHT-OF-WAY.

Accordingly, Contractor shall:

- 2.2.1** Assume all costs for the operations associated with the Event, including, but not limited to, plan development, materials, labor, public notification, providing barriers, barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signage.
- 2.2.2** Submit to the City, for review and approval, the following: construction plans, if construction of modifications to the State's right-of-way is required the traffic control and signing plans; traffic enforcement plans and; all other plans deemed necessary by the State for use of highways owned and operated by the State of Texas. The Contractor shall comply with all requirements of the State relating to a traffic control plan, which may include that a traffic control plan be signed, sealed, and dated by a registered professional engineer. Pursuant to State requirements, the traffic control plan shall be in accordance with the latest addition of the Texas Manual for Uniformed Traffic Control Services (TMUTCD). All temporary traffic control devices used on state highway right-of-way must be included in the State's Compliant Work Zone Traffic Control Devices List. Should the State require changes to the traffic control plan or if it is found to be inadequate, Contractor will provide the City with the necessary information to bring the traffic control into compliance with the originally submitted plan, upon notice from the State noting the required changes, prior to the Event.
- 2.2.3** Ensure the appropriate Law Enforcement agency has reviewed the traffic control plan for the closures and that the agency has deemed them to be adequate. If the Law Enforcement Agency fails to approve the traffic control plan, Contractor shall notify the City so that the appropriate Law Enforcement Agency can contact the State for Consultation no less than ten (10) working days prior to the Event.
- 2.2.4** Complete all revisions to the traffic control plan as requested by the State with the required timeframe. Contractor hereby agrees that any failure to comply with the traffic control plan may constitute reckless endangerment of the

public and the Texas Department of Public Safety (DPS) may be notified of situation and may take any appropriate action including cancelling of the event, and failing to follow the traffic control plan or State instructions may result in denial of future use of right-of-way for three years.

- 2.2.5** Comply with traffic control plan with regards to any closure, but in no event will Contractor initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed from the highway reopened to traffic within 24 hours after the completion of the Event.
- 2.2.6** Prepare a traffic enforcement plan, which must be finally approved by the State. The plan must ensure that adequate enforcement personnel are utilized to prevent vehicles from stopping and parking along the main lanes of the state highway right-of-way and otherwise prevent vehicles from stopping and parking along the main lane of traffic by both vehicles and pedestrians. The plan must be reviewed by the Law Enforcement Agency that will be providing traffic control for the Event, and Contractor must obtain from the Law Enforcement Agency a letter certifying they agree with the traffic enforcement plan and will be able to meet the requirements. Such plan and letter of certification must be submitted to the City with sufficient time for review and submission to the State, but no the City with sufficient time for review and submission to the State, but no later than 96 hours before the Event. The State requires submission and written approval of the plan no later than 48 hours before the Event.
- 2.2.7** Assure the State, through the City, that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the traffic control plan.
- 2.2.8** Avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of way-, including but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.
- 2.2.9** Provide all additional information and documentation required by the State of Texas Department of Transportation under the agreement attached as Exhibit "A".
- 2.2.10** This Contract may be terminated and the Event cancelled by the City if Contractor fails to comply with any of the requirements set forth in Section 2.2, *et seq.* of this Contract.

2.2.11 Contractor shall obtain the permit for the Event as set forth in Section 13.30.020 of the City Code, at Contractor's cost.

2.2.12 Contractor shall pay the amount invoiced by the City within thirty (30) days of receipt of such invoice.

3 **LEGAL RELATIONSHIP.** Nothing in this Agreement shall be construed as creating a legal relationship of co-sponsorship or responsibility for the promotion, conducting, or operation of the Event on the part of the City. Contractor is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties. The City's waiver of any or all fees for necessary police traffic-control assistance, to the extent such assistance is provided, shall not be construed as the City's co-sponsorship of the Event nor as support of or opposition to any issue.

3.1 City shall not be liable for any and all demands, claims, damages, causes of action, costs or losses for personal injury, property damage, or death caused by or arising out of the negligence of Contractor while Contractor is promoting, conducting, or operating the Event, or which are caused by or arise from the failure of Contractor to abide by appropriate laws, rules and regulations.

4 **EQUIPMENT.** All equipment used by the Contractor or which is permitted to be used in the Event by the Contractor shall be maintained in satisfactory working condition. The Contractor shall not intentionally or knowingly use any equipment in any manner that may cause injury to the property of the City or third parties or any persons.

5 **SAFETY.** Contractor shall comply with all applicable laws, ordinances, and regulations and shall encourage its participants in the Event to comply with all applicable laws, ordinances, and regulations. Contractor shall exercise every precaution for the safety of public and private property and persons.

6 **INSURANCE AND INDEMNIFICATION PROVISIONS.** The Contractor acknowledges that its request to use the public right of way is solely for its benefit and not a use that benefits the City taxpayers as a whole. As a result, the Contractor agrees to provide the following as a condition of its use of the public right of way:

6.1 **LIABILITY INSURANCE.** Contractor will maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and No/100 dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold harmless the City.

6.1.1 Because the granting of this Contract is solely for the benefit of the Contractor and recognizing that the City taxpayers should not incur any

costs associated with the Contractor's enjoyment of this Contract, except as provided herein, the Contractor is required to purchase liability insurance on behalf of the City or, alternatively, may name the City as an additional insured on the policy of general liability insurance referenced above. Such insurance shall provide coverage for any alleged acts or omissions of the City, its agents, employees, or independent contractors, alleged or asserted by any individual, in connection with the performance of this agreement.

6.1.2 The Contractor shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and the Contractor, its officers, agents, servants, or employees.

6.1.3 This Contract shall not be executed by the City until the Contractor files a copy of the policy or certificate of liability insurance as herein set forth with the Department of Transportation. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City, or without ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Failure to keep the policy in full force and effect throughout the term of the contract shall be grounds for cancellation of the Parade Permit and City Sponsorship. Certificates of Insurance that state the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

6.2 INDEMNITY. As a condition of the granting of this Contract, the Contractor and its insurer will INDEMNIFY, DEFEND AND HOLD HARMLESS the City, its officers, agents and employees, FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor will

pay all judgments in actions defended by the Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause.

- 7 **DISCRIMINATION.** Contractor, its officers, agents, servants, employees, volunteers, and third parties will not discriminate on account of race, color, religion, sex, or national origin, permit or allow any discrimination in the work done pursuant to this Contract in violation of the law.
- 8 **ACCESSIBILITY STANDARDS FOR DISABLED PERSONS.** The Contractor agrees that in the performance of this Contract, it will comply with the Americans with Disabilities Act ("ADA"). The Contractor must file any Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.
- 9 **COMPLIANCE WITH LAWS.** Contractor shall comply with all applicable federal, state and local laws and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder, or affects the administration of the funds provided hereunder shall constitute a material breach of this Contract.
- 10 **TERMINATION.**
 - 10.1 Termination by Mutual Consent. The parties may terminate this Contract by mutual consent upon such terms as they may agree in writing.
 - 10.2 Termination by Any Party. It is further understood and agreed by the parties that any party to this Contract may terminate this Contract, in whole or in part, upon written notice if any of the other parties fails to perform any of its material obligations hereunder and fails to completely cure the breach.
 - 10.3 Time of Performance Termination – Force Majeure. No party to this Contract will be liable for failure to comply with any term of this Contract when such failure is caused by an event of war, fire, earthquake, flood, strike, any law, rule, regulation or act of governmental authority, or any other act, event, cause or occurrence rendering a party to this Contract unable to perform its obligations, which is not within its reasonable control. The party affected by such event will immediately notify the other parties in writing.
 - 10.4 Termination Shall Not Be Construed as Release. Termination by any party shall not be construed as a release of any claims that may be lawfully asserted against the terminating party(s). Further, the terminated party(s) shall not be relieved of

any liability for damages sustained by the terminating party by virtue of any breach of this Contract.

10.5 Upon termination of this Contract, except as otherwise provided herein, all duties and obligations of the parties to this Contract shall cease.

11 AMENDMENTS AND WAIVER. The parties may amend this Contract at any time by mutual consent. Unless otherwise provided herein, this Contract may be amended only by written instrument duly executed on behalf of the City and the Contractor. No claim or right arising out of a breach of this Contractor can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

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

13 GOVERNING LAW. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter(s) and/or any ordinance of the City.

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

15 NOTICES. All notices and communications under this Contract shall be either hand-delivered or mailed, certified, postage prepaid in the United States Postal Services, return receipt requested, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City Manager
City of El Paso
PO BOX 1890
El Paso, Texas 79950-1890

WITH COPY TO: Planning & Inspections Department- Special Events Office
City of El Paso
811 Texas Ave.
El Paso, TX 79901

CONTRACTOR:

**Destination El Paso
Attention to: Mauro Monsisvais
1 Civic Center Plaza
El Paso, Texas 79901**


- 16 ASSIGNABILITY.** This Contract, its rights, duties and responsibilities may not be assigned by any of the parties without the prior written consent of the City Council. Any assignment made without the City's consent shall be void.
- 17 WARRANTY OF CAPACITY TO EXECUTE CONTRACT.** The people signing this Contract on behalf of the parties warrants that he/she has the authority to do so and to bind the party for which he/she has authority to sign this Contract and all the terms and conditions contained herein.
- 18** Each person signing below represents that he or she has read this Contract in its entirety; understands its terms; and agrees on behalf of such party that such party will be bound by those terms.
- 19 EFFECTIVE DATE.** This Contract is effective as of April, 2022.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ACCEPTANCE

The attached instrument, with all conditions thereof, is hereby accepted this 4th day of April, 2022.

CONTRACTOR:



Mauro Monsisvais

Title: Director of Operations

Exhibit “A”



Legislation Text

File #: 22-454, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution to find that the Taxpayer, MARTINEZ ANGEL A and ROSA A, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$315.15, for the property with the following legal description: 83 VISTA DEL SOL #18 LOT 24 (5989.4050 SQ FT).

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution to find that the Taxpayer, MARTINEZ ANGEL A & ROSA A, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$315.15, for the property with the following legal description: 83 VISTA DEL SOL #18 LOT 24 (5989.4050 SQ FT).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Pursuant to Section 33.011(a)(1) of the 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 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 taxpayer knows or should know of the delinquency; and pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date.

PRIOR COUNCIL ACTION:

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

Council has previously considered this type of item in the past.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

 for Maria O. Pasillas

(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 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 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 taxpayer knows or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, MARTINEZ ANGEL A & ROSA A ("Taxpayer") requested a waiver of penalties and interest on March, 2022, before the 181st day after the delinquency date, in the amount of \$315.15 for the 2021 delinquent taxes for the property with the following legal description:

83 VISTA DEL SOL #18 LOT 24 (5989.4050 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on March 7, 2022, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

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

THAT the Taxpayer, MARTINEZ ANGEL A & ROSA A, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$315.15 , for the property with the following legal description:

83 VISTA DEL SOL #18 LOT 24 (5989.4050 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2022.

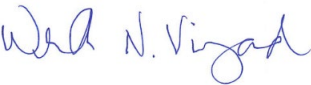
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

 for Maria O. Pasillas

Maria O. Pasillas, RTA
City Tax Assessor/Collector

5801 Trowbridge Dr.
El Paso, TX 79925

El Paso Central Appraisal District
To: Revenue Processing Department

Re: Request for Penalty Abatement

GECU
7227 Viscount Blvd.
El Paso, TX 79925

3/3/2022

To Whom it May Concern:

We are writing this letter to request an abatement of penalties in the amount of \$315.15, as stated in the City of El Paso website for the tax penalty received by Mr. Angel A. Martinez from the City of El Paso.

The reason why the property taxes for the second tax ID were not paid on time for this property (*10913 Bob Stone Dr*) is because such tax ID currently reflects an incorrect property site address. The tax ID currently shows a property site address of (*1013 Bob Stone Dr*).

Please find attached to this letter supporting documentation from the Central Appraisal District and the El Paso Property Tax Search websites indicating the incorrect property site address linked to the account number.

We would like to appeal to you to please approve our request for the tax penalty abatement. You can also reach me at 915-774-6082 for any additional information you might require.

Sincerely,

Brenda Arguelles
Mortgage Servicing Department - GECU

Year

GIS Data (Beta)

Excel Download

Print

2021

Property

Account

Type:R

Prop ID:408803

Agent Code:-

Property Use Code:-

Geo ID:V89399908304710

Legal Description:83 VISTA DEL SOL #18 LOT 24 (5989.4050 ± FT)

Property Use Description:-

Location

Address:1013 BOB STONE DR A EL PASO, TX

Neighborhood:-

Neighborhood CD:EV89310220

Mapsc:740J

Map ID:Z-51

Owners

Name:MARTINEZ ANGEL A & ROSA A

Mailing Address:3099 SUNNY PRAIRIE DR EL PASO TX 79938-1606

Owner ID:986661

Ownership (%):100.00

Exemptions:-

Executive Director/Chief Appraiser

Dinah L. Kilgore, R.P.A.

Location:

5801 Trowbridge Dr.

El Paso, TX 79925

P: (915) 780-2000

F: (915) 780-2130

General Information:

(915) 780-2131

Email us: admin@epcad.org

Webmaster: webmaster@epcad.org

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Legislation Text

File #: 22-457, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution to find that the Taxpayer, MC CLURE BARBARA J, 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 2021 delinquent taxes pursuant to Section 33.011(3)(A) of the Tax Code in the amount of \$401.89, for the property with the following legal description: 26 SCOTSDALE #4 LOT 33 (8284 SQ FT).

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution to find that the Taxpayer, MC CLURE BARBARA J, 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 2021 delinquent taxes pursuant to Section 33.011(3)(A) of the Tax Code in the amount of \$401.89, for the property with the following legal description: 26 SCOTSDALE #4 LOT 33 (8284 SQ FT).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Pursuant to Section 33.011 (3)(A) of the Tax Code, the governing body of a taxing unit may waive penalties and provide for a waiver of interest on a delinquent tax if the taxpayer submits evidence showing that the taxpayer attempted to pay the tax before the delinquency date by mail; and the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the US Postal Service; and pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(3)(A) must be made before the 181st day after the delinquency date.

PRIOR COUNCIL ACTION:

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

Council has previously considered this type of item in the past.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

 for Maria O. Pasillas

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

RESOLUTION

WHEREAS, pursuant to Section 33.011(3)(A) of the Tax Code, the governing body of a taxing unit may waive penalties and provide for a waiver of interest on a delinquent tax if the taxpayer submits evidence showing that the taxpayer attempted to pay the tax before the delinquency date by mail; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(3)(A) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, MC CLURE BARBARA J (“Taxpayer”) requested a waiver of penalties and interest on March 2, 2021, before the 181st day after the delinquency date, in the amount of \$401.89 for the 2021 delinquent taxes for the property with the following legal description:

26 SCOTSDALE #4 LOT 33 (8284 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on March 2, 2021, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer’s failure to pay the tax before the delinquency date was a result of an act or omission of the US Postal Service.

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

THAT the Taxpayer, MC CLURE BARBARA J, 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 2021 delinquent taxes pursuant to Section 33.011(3)(A) of the Tax Code in the amount of \$401.89, for the property with the following legal description:

26 SCOTSDALE #4 LOT 33 (8284 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

 for Maria O. Pasillas

Maria O. Pasillas, RTA
City Tax Assessor/Collector

From: [Thick, Bea M.](#)
To: [Pasillas, Maria O.](#); [Mack, Sheryl R.](#)
Subject: FW: mail fraud involving tax payment
Date: Wednesday, March 2, 2022 11:20:56 AM
Attachments: [Hotline Complaint to USPS.eml.msg](#)
[report-2022-905805-0\[470\].pdf](#)

M. Beatrice Thick

Ph: 915-212-1738

Tax Accounts Supervisor

City of El Paso Consolidated Tax Office

221 N Kansas Ste 300

El Paso TX 79901

Main Ph #: 915-212-0106

citytaxoffice@elpasotexas.gov

Your opinion matters! [Click here](#) to participate in a brief survey and let us know how we are doing.

From: Joe & Cheryl <bj.cheryl@comcast.net>
Sent: Wednesday, March 2, 2022 10:29 AM
To: CityTaxOffice <CityTaxOffice@elpasotexas.gov>
Cc: Barbara McClure <barbmclure@comcast.net>
Subject: mail fraud involving tax payment

Some people who received this message don't often get email from bj.cheryl@comcast.net. [Learn why this is important](#)

CAUTION: This email originated from outside of the City of El Paso. Do not click links or open attachments unless you recognize the sender and know the content is safe. If suspicious, use **Phish Alert** or forward to SpamReport@elpasotexas.gov.

Good Morning Ms. Pasillas,

I spoke with a representative this morning and presented the following information. She instructed me to contact you with the details.

On January 17 I mailed my mother's property taxes with a personal check taking it directly to the Post Office in Portland, OR. When, after a couple of weeks, the check hadn't cleared I called your office in El Paso to check on the status. The phone representative let me know that they were running behind. This was February 8. The check hit my bank account February 10 so I thought all was

well until March 1 when I checked my mother's property tax on the website and the money had not been credited to her account. Panicked, I checked my bank account to make sure the check had cleared and again, it had. I opened the scan of the check only to see that "El Paso Property Tax Assessor-Collector" had been washed out and replaced with "Garrett Integrated Systems". Whoever did this also washed out the property tax id number in the "for" space. I immediately called my credit union to report fraud and theft of my check. I had to close my checking account. I have filed a Police Report and a complaint to the US Postal service both which now have active cases. The money intended for my mother's property taxes totaling \$4492.73 had been deposited into a fraudulent credit union account in Vancouver, WA. The account had been opened with stolen identification from the owner of Garrett Integrated Systems. He has also filed a police report for stolen id.

Both the police report and complaint against the US Postal service documents have been attached to this email. I have also attached the scan of check #162 which originally had been sent to you for my mother's property taxes and her property tax statement that includes her name and property tax id number.

At this point what I would like to request from you is to review these documents and information and remove the late fees to my mother's property taxes. I will pay the taxes but not by personal check. I would like to send an e-check through my credit union or by credit card.

If you need further information or clarification please let me know.

Thank you,

Cheryl McClure

PORTLAND POLICE BUREAU SUMMARY INCIDENT REPORT

REPORT NUMBER: 2022-905805



INCIDENT INFORMATION

INCIDENT CODE 250	INCIDENT TYPE FORGERY / COUNTERFEIT	INITIAL SUPP	<input checked="" type="checkbox"/>	DATE/TIME STARTED 01/17/2022 05:00 PM	DATE/TIME ENDED 02/10/2022 05:00 PM	DATE/TIME REPORTED 03/01/2022 05:17 PM
REPORT FILED FROM ***	TRACKING NUMBER T22006946	LOCATION OF OCCURRENCE 2425 Northeast 50th Avenue, PORTLAND, OR 97213				APPROVED BY: 37618/Sabrina Dobbs
LOCATION TYPE Other/Unknown	THEFT TYPE	METHOD OF ENTRY	METHOD OF EXIT	PT OF ENTRY	PT OF EXIT	ENTRY LOC

PERSON LISTINGS

1	TYPE	LAST NAME	FIRST NAME	MIDDLE NAME	DOB	RACE	SEX	DRIVER LIC NO	LIC ST
		McClure	Cheryl	Ruth	***	***	*		
	SSN	ETHNICITY	RESIDENT	EYE COLOR	HAIR COLOR	AGE	HEIGHT	WEIGHT	CELL PHONE

	EMAIL	RESIDENCE ADDRESS			HOME PHONE				
	bj.cheryl@comcast.net	***							
	EMPLOYER NAME	BUSINESS ADDRESS			WORK PHONE				
	retired	***							

PROPERTY LISTINGS

1	INVL	ITEM	QUANTITY	BRAND	MODEL
	7	Other Items - OTHER ITEMS - DESCRIBE IN PROPERTY	1		
	SERIAL NO	OWNER APPLIED NO	COLOR	MKT VALUE	DMG VALUE
				4492.73	
	DESCRIPTION stole check out of mail, washed it, enter own data, cashed it				

NARRATIVE

Check for property taxes was mailed at Post Office. Check did not make destination. It was altered then cashed.



Legislation Text

File #: 22-458, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

A Resolution to find that the Taxpayer, EL PASO TEACHERS' ASSOCIATION, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$23.43 for the property with the following legal description: INV FURN MACH CMP.

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution to find that the Taxpayer, EL PASO TEACHERS' ASSOCIATION, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$23.43, for the property with the following legal description: INV FURN MACH CMP.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

Pursuant to Section 33.011(a)(1) of the 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 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 taxpayer knows or should know of the delinquency; and pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date.

PRIOR COUNCIL ACTION:

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

Council has previously considered this type of item in the past.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Sheryl R. Mack for Maria O. Pasillas

(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 Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or 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 taxpayer knows or should know or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, EL PASO TEACHERS' ASSOCIATION ("Taxpayer") requested a waiver of penalties and interest on March 10, 2022, before the 181st day after the delinquency date, in the amount of \$23.43 for the 2021 delinquent taxes for the property with the following legal description:

INV FURN MACH CMP

WHEREAS, the Taxpayer paid the taxes owed on the property on March 1, 2022, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

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

THAT the Taxpayer, EL PASO TEACHERS' ASSOCIATION, 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 2021 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of \$23.43 for the property with the following legal description:

INV FURN MACH CMP

(Signatures Begin on Following Page)

APPROVED this ____ day of _____ 2022.

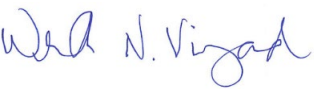
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

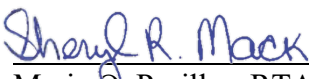
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

 for Maria O. Pasillas

Maria O. Pasillas, RTA
City Tax Assessor/Collector

From: [EPTA TSTA](#)
To: [Pasillas, Maria O.](#)
Subject: Fwd: Acct 0654-999-1004-0000 and change of address
Date: Friday, March 11, 2022 10:49:31 AM
Attachments: [image002.png](#)

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.

Ms. Pasillas,

I received your response yesterday in reference to our dispute with the penalty charges on our tax statement. You asked for evidence. I am forwarding you an email sent to me by Mr, Arik Wright, Business Personal Property Manager with the El Paso Central Appraisal District. It is my hope that this will suffice and stand as proper evidence.

Thank you.

Norma De La Rosa
President
El Paso Teachers Association/TSTA/NEA
1300 El Paso St,
El Paso, TX 79902
(915) 479-7867 Cell
(915) 533-3905 Office
eptagrapevine@gmail.com

----- Forwarded message -----

From: Arik Wright <ariwri@epcad.org>
Date: Fri, Mar 11, 2022 at 10:41 AM
Subject: Acct 0654-999-1004-0000 and change of address
To: eptagrapevine@gmail.com <eptagrapevine@gmail.com>

Good morning Ms. De La Rosa,

I am writing you this morning per our previous conversation. You came into our office 8/11/2021 for your penalty protest. Below is the information for your protest:

Prop-id: 427261

Geo-ID: 0654-999-1004-0000

Year protested: 2021

Case ID: 38800

Per the recording on the hearing; you did notify us that the property had changed location on record.

If I can be of further assistance please let me know.

Thanks,

Arik Wright R.P.A
Business Personal Property Manager

El Paso Central Appraisal District

Office: (915)780-2095

Email: <mailto:ariwri@epcad.org>

Need to send files securely? <https://SecureSend.EPCAD.org/BPP>



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El Paso Teachers Association

"Standing Strong. Doing What's Right."

Please click on the buttons below to follow us!





Legislation Text

File #: 22-438, 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.

All Districts

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

AGENDA LANGUAGE:

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

That the El Paso City Council authorizes the City Manager to sign an Equipment Lease Agreement by and between Dr. Alvaro Medina, DVM and the City of El Paso for use of the City's Department of Animal Services vehicle #17146, license plate number 1345554 and VIN 1FDUF5GTXGEA85175 as a spay/neuter van to be used to offer spay and neuter procedures, for an initial term from April 1, 2022 - March 31, 2023, and which may be renewed for two (2) consecutive periods of one (1) full year, in exchange for a minimum number of low cost spay and neuter procedures and the resulting reduction in the feral dog and cat population in the City of El Paso.

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER: Terry Kebschull, 212-8742

DISTRICT(S) AFFECTED: All

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

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

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the El Paso City Council authorizes the City Manager to sign an Equipment Lease Agreement by and between Dr. Alvaro Medina, DVM and the City of El Paso for use of the City's Department of Animal Services vehicle #17146, license plate number 1345554 and VIN 1FDUF5GTXGEA85175 as a spay/neuter van to be used to offer spay and neuter procedures, for an initial term from April 1, 2022 – March 31, 2023, and which may be renewed for two (2) consecutive periods of one (1) full year, in exchange for a minimum number of low cost spay and neuter procedures and the resulting reduction in the feral dog and cat population in the City of El Paso.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This contract will have an initial term from April 1, 2022 – March 31, 2023, which may be renewed for two consecutive periods of one full year, in exchange for a minimum number of low cost spay and neuter procedures and the resulting reduction in the feral dog and cat population in the City of El Paso.

PRIOR COUNCIL ACTION:

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

Equipment Lease Agreement was originally brought before Council for Approval on April 19, 2016 and again on February 26, 2019. Council has awarded similar resolution for equipment lease on July 5, 2011 and June 10, 2014.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

Revised 04/09/2021

PRIMARY DEPARTMENT: El Paso Animal Services
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

RESOLUTION

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

That the El Paso City Council authorizes the City Manager to sign an Equipment Lease Agreement by and between Dr. Alvaro Medina, DVM and the City of El Paso for use of the City's Department of Animal Services vehicle #17146, license plate number 1345554 and VIN 1FDUF5GTXGEA85175 as a spay/neuter van to be used to offer spay and neuter procedures, for an initial term from April 1, 2022 - March 31, 2023, and which may be renewed for two (2) consecutive periods of one (1) full year, in exchange for a minimum number of low cost spay and neuter procedures and the resulting reduction in the feral dog and cat population in the City of El Paso.

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry Kebschull, Director
Department of Animal Services

THE STATE OF TEXAS §
 §
 COUNTY OF EL PASO § EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Lease") is entered into this ____ day of _____, 2022, between the City of El Paso, Texas, a Texas home rule municipality ("Lessor") and Dr. Alvaro Medina, DVM ("Lessee").

RECITALS

WHEREAS, the Lessor has agreed to lease to Lessee a spay/neuter van for purposes of providing the community with affordable mobile spay/neuter services.

WHEREAS, the City of El Paso finds that the offering of mobile spay/neuter services reduces the pet overpopulation and feral dog and cat population in El Paso, protects the health and safety of the entire El Paso community and serves a valid public purpose.

WHEREAS, Texas Local Government Code Section 271.056 exempts the present contract from the advertisement requirements of the Texas bid statute.

NOW THEREFORE, for and in consideration of the terms, provisions and mutual promises that are established in this document, the Parties agree as follows:

ARTICLE I. RESPONSIBILITY OF LESSOR

- 1.1 The Lessor agrees to lease to Lessee, the spay/neuter van (the "Vehicle") listed and stocked with the inventory as described on Attachment "A" (the "Equipment"). Replenishment of the referenced inventory shall be the responsibility of Lessee.
- 1.2 All routine preventive maintenance shall be the responsibility of the Lessor, i.e., filter changes, lubrication, testing, inspections and necessary adjustments of components or systems. Lessee shall make Equipment, including but not limited to the Vehicle, available to Lessor for maintenance within three (3) calendar days of Lessor's written request. In the event Lessor desires to conduct routine preventive maintenance, Lessee shall deliver the Equipment, including the Vehicle, to the location specified by Lessor. Lessee's maintenance and repair responsibility is set forth in Paragraph 2.5 below.

ARTICLE II. RESPONSIBILITY OF LESSEE

- 2.1 Lessee shall use the described Equipment only for its intended use as a spay/neuter van. Operation costs shall be the responsibility of Lessee.
- 2.2 Lessee shall be fully responsible for any and all taxes, fees and assessments for sales tax, use tax, excise tax or other amounts imposed by governmental bodies with respect to the Equipment described in this Lease.

- 2.3 Lessee shall obtain and pay for all necessary licenses, permits, inspections and fees necessary for the lawful operation of said Equipment. Lessee shall maintain a safe driving record during the term of this Lease. Lessee shall possess the licensing and certification credentials necessary to provide animal sterilization services in conformance with surgical standards as dictated by the Texas Veterinary Medical Practices Act.
- 2.4 Lessee agrees that it shall be responsible for any loss or damage to the Equipment occurring during Lessee's lease of this Equipment in an amount not to exceed the market value of the Equipment, as determined at the time the loss or damage occurs. Should an incident occur in which damage is done to said Vehicle during the Lease, the Lessee shall notify Lessor of the condition of the Equipment, including but not limited to the Vehicle, within 10 days of said incident.
- 2.5 Maintenance and Repairs. Lessee at its own cost and expense is responsible for major repairs to the Equipment, shall supply all parts and service required for such maintenance and shall not look to Lessor for any part of such cost and expense. The term "major repairs" shall include any repair to the Equipment not listed in Section 1.2 of this Lease.
- 2.6 Lessee agrees to keep Lessor and Equipment free from any lien, encumbrance or any other claim which may be asserted by any other third party.
- 2.7 Lessee shall furnish the Lessor's Director of Animal Services or designee with a written report detailing the spay/neuter services provided with the Equipment for a full calendar month, no later than the 15th day of each subsequent month, or the next business day if the 15th day of the month falls on a weekend or holiday observed by the City of El Paso. The first and last months of this Lease may contain a report on a partial month if this Lease is not in effect for a full calendar month for either of those two months. Each report shall include, but not be limited to the date, time and location of each spay/neuter procedure, number of spay/neuter procedures for the month, charge per surgery and number of City of El Paso voucher surgeries performed that month in the Vehicle included in Attachment "A".
- 2.7.1 In the event that Lessor, by and through the City Manager or designee, disputes Lessee's monthly report, Lessor may audit said report and Lessee shall provide any and all accounting records necessary for the Lessor to perform said audit within five (5) days of a request for audit by Lessor, unless the 5th day falls on a weekend or holiday observed by the City in which case the audit must be performed on the following business day. Should the numbers derived by the Lessor's audit differ from Lessee's monthly reported numbers, the Lessor's numbers shall control.
- 2.7.2 Lessee's submission of the monthly report is a material term of the Agreement. In the event Lessee fails to submit a monthly report, Lessor may charge Lessee a fee of FIFTEEN 00/100 DOLLARS (\$15.00) for each day that the Lessee remains out of compliance. Any fees incurred subject to this

Section shall be paid to the Lessor by the first day of the calendar month proceeding the violation. The Lessor, by and through its Director of Animal Services, may in its sole discretion waive this fee upon Lessee's written request and satisfactory explanation for the delay.

- 2.7.3 Lessee's failure to provide monthly reports by the 15th day of each subsequent month as required by Section 2.7 for two consecutive months, shall constitute an event of default and shall be grounds for termination of the Lease.
- 2.8 Lessee shall operate with sound business practices including purchasing, payroll management, inventory control, budgeting, financial reporting, and accounting for expenses and revenues according to generally accepted accounting principles.
- 2.9 Lessee shall use Pet Point for all spay/neuter services conducted with the use of the Equipment. Lessee shall promptly input all requisite transactions into Pet Point, but in no case shall services be input later than the date of service.
- 2.10 Lessee shall provide the highest level of customer care when providing spay/neuter services with the Equipment made subject to this agreement. Substandard customer service, as determined solely by the Director of the City's Department of Animal Services, is grounds for termination of this Agreement.

ARTICLE III. CONDITION OF EQUIPMENT

- 3.1 Condition of Equipment. Lessee accepts Equipment in the condition in which it is transferred to Lessee. Lessee shall be responsible for any and all inspections of the Equipment prior to Lessee transporting the Equipment. Lessor makes no representations and warranties as to the condition of the Equipment and makes no guarantees as to its fitness for any particular purpose.

ARTICLE IV. CONSIDERATION

- 4.1 Lessor shall provide its Equipment for Lessee's use in exchange for the value of the spay/neuter procedures that Lessee shall conduct during the term of this Lease, which shall be a minimum of two hundred seventy six (276) non-City-issued voucher procedures at the sterilization cost of EIGHTY AND NO/100 (\$80.00) per procedure.
- 4.2 In addition to the consideration described in 4.1 above, Lessee shall also participate in and make Equipment available for one joint event with Lessor's Department of Animal Services per month. The Director of the Department of Animal Services will provide Lessee notice of at least thirty (30) days calendar prior to the event. In the event Lessee is unable to attend a joint event, the Director of the Department of Animal Services may allow Lessee to attend a different joint event that month or require Lessee to attend two joint events the following month.
- 4.3 This non-monetary consideration, the reduction of the feral animal population and the enhanced protection of the health and safety of El Paso residents are deemed to

constitute valuable consideration. Lessor shall not compensate Lessee for Lessee's spay/neuter services rendered under this Lease.

ARTICLE V. TRANSPORTATION COSTS

- 5.1 Lessee shall be responsible for all transportation costs of the Equipment from the City's Animal Services facility located at 5001 Fred Wilson Drive, El Paso, Texas 79906. Lessee shall not seek contribution from Lessor for any such costs.

ARTICLE VI. INSPECTION

- 6.1 Lessor shall have the right to request a status report on the condition of the Equipment, and Lessee shall provide said report to Lessor within five (5) days.
- 6.2 Lessor may also conduct safety and capacity inspections of the Equipment and Lessee's operations related to the Equipment at any reasonable time during the term of this Lease. In the event Lessor desires to conduct a safety and capacity inspection, Lessee must deliver the Equipment to the location specified by Lessor within three (3) calendar days. Lessee shall not seek contribution from Lessor for any transportation costs.

ARTICLE VII. TITLE TO EQUIPMENT

- 7.1 During the term and any extension of this Lease, Lessee acknowledges that the title of the Equipment shall at all times remain with the Lessor.

ARTICLE VIII. EQUIPMENT USE

- 8.1 Use of the Equipment made subject to this Agreement may not be transferred or assigned. With the exception to when the Equipment is under Lessor's control pursuant to section 8.2 below, Dr. Alvaro Medina, DVM shall be exclusively responsible for the Equipment and its use.
- 8.2 Lessor reserves the right to use the Equipment, including but not limited to the Vehicle, for special events, not to exceed two (2) calendar days per month, provided Lessor's Department of Animal Services provides written notice of at least thirty (30) calendar days prior to the event. Animal Services' use pursuant to this section shall be limited to the following calendar days: Sunday through Wednesday, and Saturdays after 2PM. Lessee shall be responsible for leaving and collecting the Vehicle and keys at the time and location specified by Lessor. The City shall return the Vehicle with the same amount of fuel the Vehicle had when Lessee delivered the Vehicle prior to the event.

ARTICLE IX. INDEPENDENT CONTRACTOR

- 9.1 The Parties are independent contractors. Nothing herein will be construed as creating the relationship of employer and employee between the Lessor and Lessee or

between Lessor and the Lessee's employees. Lessor will not be subject to any obligations or liabilities of Lessee or his employees incurred in the performance of this contract unless otherwise herein authorized. Lessee is an independent contractor and nothing contained herein will constitute or designate the Lessee or any of its employees as employees as employees of the Lessor. Neither Lessee nor his employees will be entitled to any of the benefits established for Lessor's employees, nor be covered by Lessor's Workers' Compensation Program.

ARTICLE X. INSURANCE AND INDEMNIFICATION

- 10.1 **LIABILITY INSURANCE.** Lessee, at its sole cost and expense shall, throughout the term of this Lease, provide and keep in force for the benefit of Lessor and Lessee, as their respective interests may appear, comprehensive general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, One Million Dollars (\$1,000,000.00) for bodily injuries to more than one person arising out of each occurrence and One Million Dollars (\$1,000,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater. Lessee shall also, throughout the term of this Lease, provide and keep in force for the benefit of Lessor and Lessee, automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, and Five Hundred Thousand (\$500,000.00) for property damage arising out of each occurrence. These amounts are not a limitation upon the Lessee's agreement to indemnify and hold the Lessor harmless.

10.1.1 Lessee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the Lessor, its officers, agents, servants or employees and Lessee, his officers, agents, servants or employees. All policies shall name the City of El Paso, its officers, agents, servants, and employees as additional insureds to the full amount of the policy limits.

10.1.2 Lessee shall file a copy of the policy and certificate of liability insurance as herein set forth with the City's Risk Manager or designee prior to the sooner of five (5) days after the execution of this Lease or prior to the first spay/neuter procedure conducted in or with the Equipment pursuant to this Lease. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without sixty (60) calendar days prior written notice to Lessor with ten (10) calendar days prior written notice as to non-payment of insurance policy premiums. Lessee shall provide Lessor with certificates evidencing renewal or replacement of said policy at least fifteen (15) calendar days prior to the expiration or cancellation of any such policy. Failure to keep the policy in full force and effect throughout the term of the special privilege shall be grounds for termination of the Lease.

Certificates of insurance that state that the insurer shall endeavor to give notice and/or that there shall be no liability for the failure to give the notice required herein shall not meet the requirements of this section.

10.1.3 Operation By Lessee Prohibited Upon Lapse, Suspension, Revocation, Cancellation or Reduction of Insurance Policy. Lessee shall not operate its service during any period for which:

- 10.1.3.1 its insurance lapses for any reason;
- 10.1.3.2 its insurance is suspended, revoked, or canceled; or
- 10.1.3.3 the amount of effective coverage of its insurance has been reduced below the minimum coverage amounts required by this franchise.

10.2 INDEMNITY. As a condition of this Lease, the Lessee or his insurer shall INDEMNIFY, DEFEND AND HOLD HARMLESS THE LESSOR, its officers, agents, servants and employees HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THIS AGREEMENT. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the Lessor as required by the City Charter or any law, Lessor will promptly forward to Lessee every demand, notice, summons, or other process received by the Lessor in any claim or legal proceeding contemplated herein. Lessee will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Lessee may deem expedient; and 3) defend or cause to be defended on behalf of the Lessor all suits for damages even if groundless, false, or fraudulent, brought on because of such injuries or damages. Lessee shall pay all judgments in actions defended by Lessee pursuant to this section along with all attorney's fees and costs incurred by Lessor including interest accruing to the date of the payment by the Lessee, and premiums on any appeal bonds. Lessor, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. Lessor will not be responsible for any loss or of damage to the Lessee's property from any cause.

ARTICLE XI. TERM AND TERMINATION

11.1 Effective Date. The effective date of this Lease shall be the date the same is executed by El Paso City Manager.

11.2 Term. The original lease term shall be begin on April 1, 2022 and end on March 31, 2023, and may be renewed for two (2) successive periods of one (1) full year each

thereafter to begin on April 1st and ending on March 31st of each renewal period, upon Lessee's written notice of intent to renew the Lease sent to Lessor at least ninety (90) days prior to the end of the initial term or any renewal period, unless or until otherwise cancelled or terminated as provided for herein. The parties agree that if the price of the spay/neuter surgeries increases during the initial period or any renewal period, the number of surgeries required may change as well.

- 11.3 Termination for Convenience. This Lease may be terminated without cause, for the convenience of either party, upon thirty (30) days written notice to the other party.
- 11.4 Termination for Lessee's Default. If Lessee fails to comply with any provision of this Lease, the Lessor may terminate this contract for default. Termination shall be effected by serving a notice of intent to terminate the Lease setting forth the manner in which Lessee is in default.
 - 11.4.1 If the default is due to Lessee's failure to comply with the provisions of Section 2.7 of this Lease, the Lessor must provide Lessee with written notice of the default, and must allow Lessee a 5-day cure period which shall begin on the date of the Lessee's receipt of said notice. If Lessee is not able to cure the default in that 5-day period, this Lease shall terminate at the end of the cure period.
 - 11.4.2 If Lessee's default is due to anything other than Lessee's failure to comply with Section 2.7 of this Lease, Lessor must provide Lessee with written notice of the default, and must allow Lessee a 20-day cure period which shall begin on the date of Lessee's receipt of said notice. If Lessee is not able to cure the default in that 20-day period, this Lease shall terminate at the end of said cure period.
 - 11.4.3 Lessor shall have the right to immediately terminate the Lease for default if Lessee violates any local, state, or federal laws, rule or regulations that relate to the performance of this Lease.
- 11.5 Termination for Lessor's Default. If Lessor fails to perform any of its duties under this contract, Lessee may deliver a written notice to the City Manager or designee, describing the default, specifying the provisions of the Lease under which Lessee considers the Lessor to be in default and setting forth a date of termination not sooner than ninety (90) days following receipt of said notice. Lessee at its sole option may extend the proposed date of termination to a later date. If Lessor fails to cure such default prior to the proposed date of termination, Lessee may terminate its performance under this Lease as of such date.
- 11.6 Return of Equipment. Upon conclusion or termination of this Lease, Lessee shall return the items listed as Fixed Equipment on Attachment "A" to Lessor in good working condition, ordinary wear and tear excepted. Once the items listed as Expendable Equipment on Attachment "A" are no longer in good working condition, Lessee shall provide an accounting to Lessor indicating which of said items are no longer usable, and shall replace those items at no cost to Lessor. Items listed as

Expendable Equipment that appear on an accounting in accordance with this paragraph and are replaced by Lessee, shall remain with Lessee upon conclusion or termination of this Lease.

- 11.7 Termination shall be without prejudice to any obligation by one party to the other, which shall have accrued and be owing prior to such termination. Upon termination of this Lease, Lessee shall deliver to the Lessor all reports and other materials related to this Lease created prior to the date of such termination.
- 11.8 Lessee agrees that he shall retain records relevant to this Lease for a period of three (3) years after termination of this Lease, and Lessor shall have the right to examine and copy any directly pertinent books, computer and digital files, documents, papers, and records of Lessee involving transactions relating to this Lease. Lessee agrees that Lessor shall have access during normal working hours to all necessary Lessee' facilities, and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Lessor shall give Lessee reasonable advance notice of intended audits. Lessor shall pay Lessee for reasonable costs of any copying that Lessor performs on Lessee's equipment or requests Lessee to provide.

ARTICLE XII. REMEDIES & FORCE MAJEURE

- 12.1 Rights and Remedies. The duties and obligations imposed by this Lease and the rights and remedies available herein, shall be in addition to and without limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 12.2 Force Majeure. If by reason of force majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Lease then such party will give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such force majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.
 - 12.2.1 The term force majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances or explosions. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

If a party is unable to comply with the provisions of this contract by reason of force majeure for a period beyond thirty (30) days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance of this Lease.

ARTICLE XIII. GENERAL PROVISIONS

- 13.1 Lessee may not assign, delegate, sell, transfer, sublet, pledge or otherwise encumber any interest in this Lease or the Equipment.
- 13.2 If any paragraph, statement, clause or provision of this Lease is construed or interpreted by a court of competent jurisdiction to be void, illegal or unenforceable, such decision shall affect only those paragraphs, statements, clauses or provisions.
- 13.3 The parties will strictly comply with all laws of the State of Texas along with any applicable provisions of Federal law or the City Charter or any ordinance of the City of El Paso, including but not limited to, the American with Disabilities Act, the Occupational Safety and Health Act or any environmental laws. Lessee further agrees that it, its employees, officers, agents and subcontractors will not engage in any employment practices that have the effect of discriminating against employees or prospective employees because of sex, race, religion, age, disability, ethnic background or national origin, or political belief or affiliation of such person, or refuse, deny, or withhold from any person, for any reason directly or indirectly, relating to the race, gender, gender identity, sexual orientation, color, religion, ethnic background or national origin of such person, any of the accommodations, advantages, facilities, or services offered to the general public by place of public accommodation.
- 13.4 The parties agree that the venue for any litigation arising from this Lease will lie in El Paso, El Paso County, Texas.
- 13.5 No amendment or modification of this Lease or any provision of this Lease shall be effective unless in writing and signed by both parties.
- 13.6 Additional Remedy for Health or Safety Violation. If the Lessor, by and through its City Manager or designee, determines that Lessee's default constitutes an immediate threat to the health or safety of City of El Paso employees or members of the public he may give written notice to Lessee of such determination giving Lessee a reasonable opportunity to cure the default which shall be a period of time not less than twenty-four (24) hours. If Lessee has not cured the violation within the time stated in the notice, the Lessor shall have the right to terminate the Lease immediately.
- 13.7 Workers' Compensation. For the duration of this Lease and any extension hereof, Lessee shall carry Workers' Compensation and Employers' Liability Insurance in the amount required by Texas law.

- 13.8 The failure on behalf of either party at any time to require performance by the other

party of any provision of this Lease, under no circumstances will affect the right of the respective party to require performance of that provision. Any waiver on behalf of either party of the non-performance of any provision of this Lease will not be considered as a waiver of continuing or future non-performance of any provision or as a waiver of any other right in accordance with this Lease.

- 13.9 Governing Functions. The parties expressly agree that in everything relating to this Lease, Lessor is performing governmental functions, as defined by the Texas Tort Claims Act.
- 13.10 Each party has had the opportunity to be represented by counsel of its choice in negotiating this Lease. This Lease shall therefore be deemed as to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and consultation of legal counsel, and will be interpreted in accordance with its terms without favor to any party.
- 13.11 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address listed below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

CITY:	City of El Paso Attention: City Manager's Office P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	City of El Paso Department of Animal Services Attn: Director 5001 Fred Wilson Ave. El Paso, Texas 79906
RISK MANAGER:	City of El Paso Department of Human Resources Attn: Risk Manager P.O. Box 1890 El Paso, Texas 79950-1890
DR. MEDINA:	Dr. Alvaro Medina, DVM 2053 Sun Chariot El Paso, TX 79938

- 13.12 The article headings contained in this Lease are for reference purposes only, and shall not in any way control the meaning or interpretation of this Lease.
- 13.13 Entire Agreement. This Lease, including Attachment "A", is the complete and exclusive agreement between the parties with respect to the subject matter of this Lease, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding the subject matter of this Lease, all promises, representations, and understandings relative hereto being herein merged. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this Lease.
- 13.14 Each person signing below represents that he or she has read this Lease in its entirety (including any and all Attachments); understands its terms; is duly authorized to execute this Lease on behalf of the party indicated below; and agrees on behalf of such party that such party will be bound by those terms.

(Signatures follow on next page)

Executed on this _____ day of _____, 2022.

CITY OF EL PASO

Tomás González
City Manager

DR. ALVARO MEDINA, DVM

Dr. Alvaro Medina, DVM

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Terry Kebschull, Director
Department of Animal Services

ATTACHMENT "A"

EQUIPMENT

CITY VEHICLE # 17146 DESCRIPTION: 2017 FORD F-550
 MILEAGE: 2,460.6 LICENSE PLATE No. : 134-5554
 VIN: 1FDUF5GTXGEA85175

Spay/Neuter Van Inventory

16 Stainless steel cages (8 small + 4 large + 2 X large w/divider)

2 Fire extinguishers

1 Small fridge

1 Surgical table

1 Prep. Table

2 Anesthesia machine (wall mount)

1 Surgical light

1 Platform scale

1 Autoclave

EXPENDABLE INVENTORY:

8 Large spay surgery packs

6 Small spay surgery packs

To include:

1 Needle holder

1 Towel clamp

1 Ovary hook

1 Scalpel handle

1 Mayo scissors

1 Mosquito forceps

1 Thumb forceps

4 Rochester Carnal forceps (large pack)

4 Kelly forceps straight (small pack)



Legislation Text

File #: 22-465, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3

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

AGENDA LANGUAGE:

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

A Resolution that allows for the consolidation of the following, previously-approved, affordable rental housing development loans taken out on properties located at 6806 Alameda and 6968 Alameda, El Paso, Texas, as recommended by the Director of Community and Human Development, as listed below:

Project Name: 6806 Alameda and 6968 Alameda loan consolidation

Project Type: Multiple Family Units

Project Address: 6806 Alameda and 6968 Alameda

District: 3

Funding Amount: \$1,093,485.75

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

AGENDA DATE: April 26, 2022 (Consent Agenda)

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: Goal 8.2 – Stabilize neighborhoods through community, housing and ADA improvements

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

A Resolution that allows for the consolidation of the following, previously-approved, affordable rental and housing development loans taken out on properties located at 6806 Alameda and 6968 Alameda, El Paso, Texas, as recommended by the Director of Community and Human Development, as listed below.

Project Name: 6806 Alameda and 6968 Alameda loan consolidation

Project Type: Multiple Family Units

Project Address: 6806 Alameda and 6968 Alameda

District: 3

Funding Amount: \$1,093,485.75

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City of El Paso authorized HOME loans for the construction and rehabilitation of affordable housing units at 6806 Alameda (6 units) and 6968 Alameda (24 units). This item consolidates the loans into a single amortized loan and single deferred payment loan. The consideration for the City in making these loan amendments is that it will result in full loan maturity ten years earlier than the current amortization schedule.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to be 'V. R.', is written over a horizontal line.

(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:

A Resolution that allows for the consolidation of the following, previously-approved, affordable rental and housing development loans taken out on properties located at 6806 Alameda and 6968 Alameda, El Paso, Texas, as recommended by the Director of Community and Human Development, as listed below.

Project Name: 6806 Alameda and 6968 Alameda loan consolidation
Project Type: Multiple Family Units
Project Address: 6806 Alameda and 6968 Alameda
District: 3
Funding Amount: \$1,093,485.75

That the City Manager, on behalf of the City, be authorized to sign upon the recommendation of the Director of Community and Human Development and the approval of the City Attorney's Office: (1) Home Program Written Agreement between the City and Jesse Loftin Prentice, Jr. necessary to finalize the consolidated loan; (2) any contract amendment documents to effectuate the consolidation of the previously awarded loans into one loan and to secure and protect the City's lien interest, and (3) releases, and related documents, for all obligations under the previously filed loans that will be consolidated into the new loan; and (4) lien(s) against the properties located at 6806 Alameda and 6968 Alameda securing the City's interests pursuant to the terms of the consolidated loan.

APPROVED this ____ day of _____ 2022.

THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Wendi Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Nicole M. Ferrihi

Nicole M. Ferrihi, Director
Community and Human Development

STATE OF TEXAS }
 }
 }
COUNTY OF EL PASO }

**INVESTOR HOME PROGRAM
WRITTEN AGREEMENT**
[Multi-Loan Consolidation & Refinance]

THIS INVESTOR HOME PROGRAM WRITTEN AGREEMENT (the "HOME Program Written Agreement" or the "Agreement") is entered into this ____ day of _____, 20__, by and between THE CITY OF EL PASO, hereinafter referred to as "City"; and Jesse Prentice Loftin, Jr. hereinafter referred to as "Original 6968 Borrower" or "Loan Note (5142 or 8405) Borrower" or "Loftin"; and collectively as the "Parties."

WHEREAS, on or about July 2, 2002, Jose De La Rosa and Antonia De La Rosa (collectively, "Original 6806 Borrower") executed a Loan Note ("6806 Loan Note"), in the original principal amount of \$318,000.00, payable to the order of the City and which relates to the property constructed at 6806 Alameda., El Paso, El Paso County, Texas, as more fully described in a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) dated July 2, 2002 ("6806 Property"); and

WHEREAS, Loan payments were made subject to the Home Financial Terms Contract ("2002 Financial Terms Contract"), entered between the City of El Paso and Jose De La Rosa and Antonia De La Rosa on July 2, 2002, for purposes of rehabilitating 6 affordable units at the above-mentioned property (6806 Alameda); and

WHEREAS, on January 24, 2017 Project Vida Community Development Corporation the ("Assuming 6806 Borrower") , the City, and the Original 6806 Borrower entered into an Assumption Agreement and Modification of Community Development Investor-Owned Financial Terms Contract, Note, and Lien ("First Assumption 6806 Agreement") where Assuming Borrower agreed to assume the Original 6806 Borrower's obligations under the Loan Documents; agreed to modified terms included in the First Assumption Agreement as well as agreeing to a conveyance of the property from the Owner to Assuming Borrower; and

WHEREAS, following the execution of the First Assumption 6806 Agreement, Assuming 6806 Borrower and the City determined that the preservation of the Property required the release of the original loan, the demolishing of two of the six units rehabilitated under the Financial Terms Contract, and the issuance of a new loan to rehabilitate the remaining four units; and

WHEREAS, as a result of the City and Assuming 6806 Borrower's determination, Loftin agreed to undertake the obligations on behalf of the Assuming 6806 Borrower; and

WHEREAS, on April 24, 2019, the City, Assuming 6806 Borrower, and Loftin entered into an Assumption Agreement of Community Development Investor-Owned Financial Terms Contract, Note, and Lien ("Second Assumption 6806 Agreement") where Loftin assumed the obligations of Original 6806 Borrower, previously assumed by Assuming 6806 Borrower under the First Assumption 6806 Agreement as well as the City's consent to the conveyance of the Property from Assuming 6806 Borrower to Loftin.



WHEREAS, on or about May 9, 2006, Jesse Prentice Loftin Jr. ("Original 6968 Borrower" or "Loan Note 5142 Borrower") executed a Loan Note- 2030-MF/IO-5142 & 2030-MF/IO-5142-FDP ("Loan Note 5142"), in the original principal amount of \$900,000, payable to the order of the City and which relates to the property constructed at 6968 Alameda., El Paso, El Paso County, Texas, as more fully described in a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) dated May 9, 2006 ("6968 Property"); and

WHEREAS, Loan payments for Loan Note 5142 were made subject to the Community Development Investor-Owned Financial Terms Contract Investor Home Program Written Agreement ("2006 Financial Terms Contract"), entered between the City of El Paso and Loftin on May 9 2006 for the purpose of providing borrower with funds to rehabilitate borrowers property located at 6968 Alameda., El Paso, El Paso County, Texas; and

WHEREAS, on or about February 28, 2018, Loftin executed a Loan Note-2030-MF/IO-8405 & 2030-MF/IO-8405-FDP ("Loan Note 8405"), in the original principal amount of \$650,000, payable to the order of the City and which relates to the property constructed at 6968 Alameda., El Paso, El Paso County, Texas, as more fully described in a Builder's and Mechanic's Lien Contract and Deed of Trust (With Power of Sale) dated February 28, 2018;

WHEREAS, Loan payments for Loan Note 8405 were made subject to the Investor Home Program Written Agreement ("2015 Investor HOME Agreement"), entered between the City of El Paso and Loftin on September 22, 2015 and as amended by that certain First Amendment to the 2015 Investor Home Agreement on February 28, 2018 for the purpose of constructing 14 Home assisted rental units (6968 Alameda)

WHEREAS, Loftin, and City now desire to amend and amortize the existing loans and forgivable loans for property 6806 (Loan Note 8308) into a single, forgivable loan.

WHEREAS, Loftin, and City now desire to amend and amortize the existing loans and forgivable loans for property 6968 (Loan Note 5142 & 8405) into a single amortized loan and a two, deferred forgivable loans as set forth herein.

WHEREAS, the City's Director of Community and Human Development has recommended approval of an amortized loan and forgivable deferred payment loans to Loftin, subject to the terms specified herein below; and

WHEREAS, the HOME funds had been approved for use in Borrower's rehabilitation and construction projects (the "Projects"), subject to the conditions and terms herein, and Loftin has and continues to agree to comply with all applicable HOME Program requirements.

WHEREAS, The Original 6806 Borrower completed the original construction work required in the previous original contracts as specified in the loans that are being consolidated for property located at 6806 Alameda Ave.; and

WHEREAS, due to health issues, Original 6806 Borrower was unable to continue the care and management of the property located at 6806 Alameda Ave.; and



WHEREAS, Original 6806 Borrower sold the property with the condition the 6806 Loan Note were assumed by the purchasers/buyers; and

WHEREAS, the construction requirements from the original loans held on the property located at 6968 Alameda Ave. have been completed; and

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth and for value received by Loftin from City, the parties hereto do mutually agree to be bound by all terms and conditions of this Agreement, and all documents incorporated by reference herein, as follows:

WITNESSETH:

I. DESCRIPTION OF PROPERTIES AND PROJECTS

The subject matter property are legally described as:

6968 Property- A portion of Tract 12E n/k/a Tract 12E2, Block 21, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to a resurvey of said YSLETA GRANT made for tax purposes, and being more particularly described in the Deed of Trust (With Power of Sale) attached hereto and made a part hereof for all purposes intended; also known and numbered as 6968 Alameda Ave., El Paso, Texas (the "6968 Property")

AND

6806 Property - The East 25.5 feet of Lot 3, Block 17, Sambrano Suburb, an Addition to the City of El Paso, El Paso County, Texas, according to the plat or map thereof, recorded in Volume 2, Page 2, Real Property Records of El Paso County, Texas; also known and numbered as 6806 Alameda, El Paso, Texas (the "6806 Property")

PROJECT DESCRIPTIONS

6806 Alameda Property Project - The purpose of this loan was to provide Borrower with funds to rehabilitate 6 multi-family units; which has been completed.

AND

6968 Alameda Property Project - The purpose of this loan was to provide Borrower with funds to rehabilitate 24 multi-family units which has been completed. Phase 2: The purpose of this loan was to provide Borrower with funds



to construct and additional 14 multi-family units; which was completed for a total of 38 of UNITS.

II. AMORTIZATION OF LOAN NOTES

FOR 6968 ALAMEDA AVE., the City has lent Loftin funds in the total amount of \$1,093,485.75 subject to the terms hereinafter specified, in order to effectuate the refinance and consolidation of the remaining HOME funds owing associated with Loans 5142 and 8405.

FOR 6806 ALAMEDA AVE., the City has lent Loftin funds in the total amount \$176,191.45 subject to the terms hereinafter specified, in order to effectuate the refinance of the remaining HOME funds owing associated with the 6806 Loan Note.

A. Loftin agrees to take all necessary action to perfect and protect City's lien position as specified in Section III. of this Agreement for the life of the Deed of Trust, attached as **Exhibit "A"** or in a form acceptable to the City. City's lien being evidenced by said Deed of Trust so attached as **Exhibit "A"** and the Declaration Concerning Covenants and Restrictions Running with the Land, attached hereto as **Exhibit "B"** (the "Declaration"), are both to be recorded in the El Paso County Real Property Records.

B. City provided HOME funds FOR 6968 ALAMEDA AVE. in the amount of \$28,775.94 per unit AND FOR 6806 ALAMEDA AVE., in the amount of \$44,047.87 per unit of the eligible rehabilitation costs according to all terms and conditions as specified in the Agreement, including, but not limited to, the following terms and conditions:

(1) FOR 6968 ALAMEDA AVE., the City provided a portion of HOME funds allocated to this project as TWO (2) Forgivable Deferred Payment Loans of \$84,500.00 AND \$176,041.67; and for 6806 ALAMEDA AVE., ONE (1) forgivable deferred payment loan of \$176,191.45 using HOME Investment Partnerships funds, as evidenced by a Forgivable Deferred Payment Loan Note(s) of even date herewith, attached as **Exhibit "C"** and incorporated by reference herein. Provided Loftin complies with the terms and conditions of this Agreement, repayment of the Forgivable Deferred Payment Loans for 6968 ALAMEDA AVE. shall be deferred and the entire principal balance shall be forgiven following expiration of the HUD-mandated minimum affordability period to commence on the date of project completion as described in Sections IV and V. herein

(2) The City hereby provided financing FOR 6968 ALAMEDA AVE. pursuant to the amounts and requirements listed in this agreement for the rehabilitation costs as an amortized loan at zero percent (0%) interest. Such loan shall be in the amount of \$832,944.08 at (0%) for (21) years and with one initial installment in the amount of \$3,294.56 and the remaining monthly installments of \$3,292.26, as evidenced by the Amortized Loan Note(s) attached hereto as **Exhibit "D"**, beginning on the first day of the month as specified in the Amortized Loan Note(s).



(3) HOME funds were approved and advanced to Loftin, subject to the terms described herein, to include but not limited to those contained in Sections III and IV below, and any other terms and conditions specified in the Agreement.

(4)(a) The purpose of the loan(s) was to provide Loftin with funds to rehabilitate (24) existing HOME-assisted rental units and build (14) new HOME-assisted rental units on Loftin's Property located at 6968 ALAMEDA AVE., AND FOUR (4) HOME-ASSISTED RENTAL UNITS ON LOFTIN'S PROPERTY LOCATED AT 6806 ALAMEDA AVE., and as more fully described in the Deed of Trust. Loftin agrees that HOME-Assisted Units will be occupied by tenant households in accordance the following terms:

Phase 1(rehab): 19 units 60% or below, 5 units 50% or below the area median income; and

Phase 2(new construction): 14 units 60% or below the area median income

There is no other use of said funds authorized by City, and the use of the City's funds by Loftin for any other purpose shall constitute a breach of contract by Loftin for which City may pursue any and all remedies, whether at law or equity, which are available to City, subject to Loftin's rights to cure any default following thirty day written notice, as provided in Section V in this Agreement.

(b) The Rehabilitation Act of 1973 (29 U.S.C. Section 794) and the implementing regulations at 24 CFR Part 8 apply to this Project. All common spaces in the project must be made accessible in accordance with the Uniform Federal Accessibility Standards (UFAS). For new construction of multifamily rental projects of five or more units, a minimum of five percent of the total number of dwelling units in a project (but not fewer than one unit) must be accessible to individuals with mobility impairments in accordance with the UFAS. An additional two percent of the dwelling units (but not fewer than one unit) must be accessible to individuals with hearing or vision impairments. The calculation of accessible units is based on the total number of units in the project, not just the HOME-Assisted Units. Further all covered units must be built to conform to the design and constructions requirements of the Fair Housing Act.

(c) No HOME funds will be advanced and no reimbursable costs can be incurred until the City has conducted an environmental review of the property sites as required under Title 24 of the Code of Federal Regulations ("24 CFR") Part 58. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of a release of funds from HUD under 24 CFR Part 58. Loftin understands that they are prohibited from taking choice-limiting actions before receiving environmental clearance in accordance with the guidance provided for in 24 CFR Part 58, 24 CFR Part 92, and CPD Notices 01-11 and 15-09. The parties further agree that the provision of any funds to the Project is conditioned on the City's determination to proceed with, modify or cancel the Project based on



the results of a subsequent environmental review. [HUD Community Planning and Development (CPD) Notice 01-11]

C. Loftin may prepay at any time all or part of the current balance of the Amortized Loan Note. Such prepayment, if any is made, will be applied first to any interest due or late payment fees and then to the reduction of principal. In the event a prepayment is made, the rate of interest on such prepayment shall be the interest rate then in effect under the terms of this Agreement. Prepayment will not release Loftin from fulfilling the HOME covenants described in Section IV of this Agreement, including but not limited to the HUD-mandated minimum affordability period.

III. REPRESENTATIONS AND WARRANTIES

A. Loftin represents that the information furnished to City upon which City relied to make this loan(s) is correct and true. Loftin hereby represents that each of said Loftin's representatives have the authority and capacity to commit to a financial obligation on behalf of Loftin. Specifically, but not by way of limitation, this authority includes signing a loan agreement, notes, and any security instrument related thereto in incurring financial obligations to construct the HOME-Assisted Units. Loftin further represents that it will own any and all buildings referenced above, subject to any and all restrictions, easements, covenants, and other matters of record.

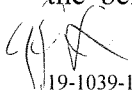
B. Loftin agrees and understands that approval of the loan(s) has been made by consideration of and in reliance upon various data furnished by Loftin, and agrees that should any of said data prove to be false or materially misleading in any way, subject to Loftin's rights to cure any default following thirty day written notice, as provided in Section V in this Agreement, the City shall have the right to unilaterally terminate this Agreement for unremedied breach thereof and demand repayment in full the entire principal amount of the Forgivable Deferred Payment Loan Note(s), as evidenced by **Exhibit "C"**, and all principal advanced and all accrued interest under the terms of the Amortized Loan Note(s), as evidenced by **Exhibit "D"**, plus all costs of collection.

C. This Agreement is entered into in the City and County of El Paso, Texas and shall be governed and construed under the laws of the State of Texas. Venue shall be in El Paso County, Texas, for all purposes.

IV. CONDITIONS PRECEDENT

Loftin agrees to fully comply with the following terms and conditions, as a condition precedent to Loftin's receipt of any and all public financing described herein:

A. Loftin will execute all documents necessary to impose the Declaration required by the HOME program described in the Code of Federal Regulations; a copy of the Declaration to be recorded in the El Paso County Real Property Records is attached hereto as **Exhibit "B"** and incorporated herein by reference. The Declaration shall run with the Property and shall inure to the benefit of the City. If the City succeeds in enforcing or enjoining the violation of any



restriction, the City shall be reimbursed for its court costs and reasonable attorneys' fees incurred in such action.

B. Loftin agrees to grant to City the following collateral as security for the City loan(s) as agreed thereto:

(1) A **FIRST** lien on the following described real property:

A portion of Tract 12E n/k/a Tract 12E2, Block 21, YSLETA GRANT, in the City of El Paso, El Paso County, Texas, according to a resurvey of said YSLETA GRANT made for tax purposes, and being more particularly described in the Deed of Trust (With Power of Sale) attached hereto and made a part hereof for all purposes intended ; also known and numbered as **6968 ALAMEDA AVE.**, El Paso, Texas (the "6968 Property").

AND

(2) A **FIRST** lien on the following described real property:

The East 25.5 feet of Lot 3, Block 17, Sambrano Suburb, an Addition to the City of El Paso, El Paso County, Texas, according to the map and plat thereof, on file in Volume 2, Page 2, Plat Records of El Paso County, Texas; known and numbered as 6806 Alameda Ave., El Paso, Texas (the "6806 Property")

This lien shall be subservient only to the following described liens on the above-described Property:

NONE

C. Loftin agrees to take any and all necessary action to perfect such lien(s) and to protect City's **FIRST** lien position in the properties described above. Any loans made under future advance clauses of any previous loans, without the City's written consent hereunder, shall constitute a breach of this Agreement.

D. Loftin agrees to provide sufficient documentation to satisfy all HOME requirements.

E. Loftin shall furnish to City acceptable evidence of liability and casualty insurance on said real estate and improvements thereon which shall be sufficient to guarantee payment of all of the Loftin's indebtedness on the aforementioned Property. This insurance coverage shall name the City as an additional insured.

F. Flood Mitigation Plan. Flood Insurance: Loftin shall maintain flood insurance for the life of the loans. Compliance component is strictly enforced through monitoring of loan monthly and yearly. Flood insurance policies shall include the City as an additional insured.



G. If Loftin breaches any term or condition of this Section III., entitled "Conditions Precedent," and following Loftin's failure to cure the breach after written notice and a thirty (30) day opportunity to cure period, the entire principal amount of the Forgivable Deferred Payment Loan Note(s), as evidenced by **Exhibit "C"**, and the entire outstanding principal advanced and all accrued interest under the terms of the Amortized Loan Note(s), as evidenced by **Exhibit "D"**, shall immediately be declared due and payable, and City shall be entitled to exercise all rights and remedies reserved to it under Section V. of this Agreement entitled "Events of Default."

V. COVENANTS

The following covenants in Subsections A-Z of this Section IV shall apply as long as any amounts are outstanding under the Forgivable Deferred Payment Loan and Amortized Loan Notes, unless a longer period is specified:

A. [*intentionally deleted*].

B. [*intentionally deleted*]

C. [*intentionally deleted*]

D. Loftin agrees that it will not discriminate against current or prospective tenants on the basis of the receipt of, or eligibility for, housing assistance under any federal, state or local housing assistance programs, or on the basis that such tenants have a minor child or minor children who reside with them. Loftin agrees to comply with 24 CFR §92.252, specifically to include, but not limited to, subsection (d) "Non discrimination against rental assistance subsidy holders".

E. The Parties hereby further agree upon the following HUD-mandated minimum affordability period

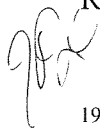
6968 Property:

- FDP \$84,500, Apartments 1-24, 15 yr. afford began 6/1/09 (initial occupancy)
- FDP \$176,041.67, Apartments 25-38, 20 yr. afford began 4/9/19 (initial occupancy)
- Loan \$832,944.08, Apartments 1-38 mature and release lien on 05/01/2043

6806 Property:

- FDP \$176,191.45, forgiven and release of lien and all Home Program and Written Agreements and Requirements within 10 days of execution of this Agreement.

will comply with Subpart F - Project Requirements of Part 92 of Title 24 of the Code of Federal Regulations, HOME Investment Partnerships Program. Loftin further agrees to continuously



comply with 24 CFR §92.250 regarding Maximum Per Unit Subsidy; 24 CFR §92.251 regarding Property Standards; 24 CFR §92.252 regarding Qualification as Affordable Housing: Rental Housing, 24 CFR §92.203 regarding Tenant Income, 24 CFR §92.355 regarding lead-based paint requirements, and applicable subsections and amendments thereto regarding:

- a) rent limitations;
- b) rent schedules;
- c) increases in tenant income;
- d) adjustments of qualifying rent

1. Loftin shall fulfill the HOME occupancy requirements by reserving (28) of the HOME units for the property located at 6868 Alameda Ave. that are identified as "High" HOME rent units for tenants whose income is no more than 60% of the City's median income for their household size and (10) of the HOME units that are identified as "Low" HOME rent units for tenants whose income is no more than 50% of the City's median income for their household size.

2. *[intentionally deleted]*.

3. The current HOME rent limitations are outlined in **Exhibit "H"**, attached hereto and incorporated by reference are subject to periodic adjustments by HUD and will be provided to Loftin by the City as such is updated. Further, the City will provide updated utility allowances to the Loftin on at least an annual basis.

4. The terms and conditions regarding subsequent rent increases and HUD median income adjustments are specified in **Exhibit "I"**, "HOME Program Rents and Tenant Eligibility," attached hereto and incorporated by reference herein. The City reserves the right to amend said attachment and to notify the Loftin of the changes, without a written amendment to this Agreement.

5. All HOME-Assisted Units must be maintained in compliance with the applicable state and local housing quality standards and code requirements throughout the affordability period, as required by 24 CFR §92.251(c). If none exist, the housing must meet Housing Quality Standards (HQS) found at 24 CFR §92.401.

6. For rehabilitation projects involving housing units that were built prior to 1978, housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K and R.

7. For purposes of this Agreement, "project completion" means that all necessary title transfer requirements to the Loftin have been performed; construction has been completed; the project complies with the requirements of 24 CFR Part 92 (including the property standards under 24 CFR §92.251); the final drawdown has been disbursed for the project; the Loftin has submitted all necessary demographic and financial information to the City for initial occupancy of all HOME-Assisted Units; and the project completion information (which includes the demographic and financial information) has been entered into the Integrated Disbursement and



Information System (IDIS) established by HUD. Once the requisite information is provided, the City agrees to use its best efforts to enter that information into IDIS within 30 days of receipt.

F. Loftin agrees to comply with 24 CFR §92.216 regarding Income Targeting

1. Annual re-examination.

2. It is the further intention of this Agreement that all applicable HOME requirements and conditions be fulfilled in order to assist Low and Very Low- Income persons in obtaining suitable housing. Loftin agrees to comply with 24 CFR §92.253 regarding Tenant and Participant Protections regarding the leases, federally-prohibited lease terms specifically identified in 24 CFR §92.253 (b), and adoption of written tenant selection policies and criteria that conform to HUD requirements outlined in 24 CFR §92.253(d). Further, Loftin agrees to comply with all applicable state and local tenant-landlord laws.

3. In a project containing HOME-assisted and other units, the City may designate fixed or floating HOME units at the time of project commitment. The City hereby designates the HOME-Assisted Units in this project as FLOATING HOME units. As floating units, the units are changed to maintain conformity with the requirements of 24 CFR §92.252 during the HUD mandated minimum affordability period so that the total number of housing units meeting the requirements of 24 CFR §92.252 remains the same, and each substituted unit is comparable in terms of size, features and number of bedrooms to the originally designated HOME-assisted Unit.

G. In order to assure compliance with the Project Requirements of the HOME Program (as defined Title 24 of the Code of Federal Regulations, Part 92, Subparts E and F), Loftin agrees to submit annually the following documentation to City for review and approval:

1. A copy of the tenant application and a description of the tenant qualification process to include Tenant Selection Procedures that Loftin will utilize to verify tenant incomes.

2. A copy of the lease agreement form that will be utilized for the properties located at 6808 Alameda AND 6968 Alameda El Paso, Texas. Loftin agrees to attach to its standard lease agreement form, the Mandatory Lease Addendum to control over any conflicting prohibited lease terms, a copy of which is attached hereto as **Exhibit "J"**, which must be completed by Loftin and every tenant household in connection with the execution of the lease and upon the City's request.

3. Loftin hereby agrees to verify all income, assets, household characteristics, and any other circumstances that affect tenant eligibility in accordance with 24 CFR Part 5 and as more specifically described in **Exhibit "I"**, "HOME Program Rents and Tenant Eligibility". Further, Loftin shall assist the City in acquiring tenants' consent and release authorization for purposes of determining or auditing tenant income eligibility or for verifying related information from depository or private source of income, or any Federal, State, or local agency ("source documentation").



4. If applicable, a copy of Loftin's procedures for marketing the availability of accessible units to eligible persons such that reasonable, nondiscriminatory steps are taken in making the accessible units that become available are offered to persons who require the accessibility features.

H. Loftin agrees that it will not discriminate against any class of individuals protected against discrimination under federal law in soliciting and accepting tenants for the newly constructed or rehabilitated structure. Loftin further agrees to participate with City in making all good faith efforts necessary to attract as tenants any and all classes of individuals protected against discrimination under federal law as required by the City, pursuant to 24 CFR §92.351 (Affirmative Marketing Policy and Procedures). For the duration of this Agreement, Loftin agrees to comply with all requirements of the City's Affirmative Marketing Policy and Procedures, attached hereto as **Exhibit "K"**. The City reserves the right to amend said attachment and to notify the Loftin of the changes, without written amendment to this Agreement. Further, the City reserves the right to review on an annual basis the records that document the Loftin's affirmative marketing actions. Loftin agrees to take corrective actions when the affirmative marketing requirements are not met, in accordance with 24 CFR §92.351(a)(2)(v).

I. Furthermore, Loftin understands and agrees that for the entire HUD-mandated minimum affordability period the Property shall remain affordable to Low- and Very Low-income individuals and/or households without regard to term of any loan or mortgage or transfer of ownership pursuant to 24 CFR §92.252, as evidenced by and enforced through the Declaration. Definitions of Low and Very low Income individuals and/or households are attached as **Exhibit "H"** and are adjusted by HUD on a periodic basis. Subject to Loftin's rights to cure any default following thirty day written notice, as provided in Section V in this Agreement, failure to meet the affordability requirements for the HUD-mandated minimum affordability period, shall constitute an event of default requiring immediate repayment to the City of the entire principal amount of the Forgivable Deferred Payment Loan Note(s) and the entire outstanding principal advanced and all accrued interest thereon of the Amortized Loan Note(s) (collectively, "HOME funds"), and additionally, the City shall be entitled to exercise all rights and remedies reserved to it under Section V of this Agreement entitled "Events of Default."

J. **[intentionally deleted]**

K. Loftin further agrees to comply with subpart H - "Other Federal Requirements" of 24 CFR Part 92, as applicable, the federal requirements set forth in 24 CFR Part 5, subpart A, and the federal regulations at 24 CFR Part 87, related to lobbying. Loftin hereby agrees to sign the Certification, attached hereto and made a part of this Agreement as **Addendum A**, and if necessary, the Disclosure Lobbying Activities, referenced therein and return said signed Certification and, if necessary, the completed Disclosure of Lobbying Activities, to the City. Loftin shall require the language of the Certification and disclosure be included in all construction contracts and subcontracts and that all contractor(s) and subcontractor(s) shall certify and disclose accordingly.



L. Loftin agrees to comply with the Federal Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended and implementing regulations at Title 24 CFR Part 100), including applicable design and construction standards and other Federal Rules, regulations and policies applicable to the performance of this Agreement. Further, Loftin agrees to assist in the City's compliance with the requirements of 24 CFR §92.202 Site and Neighborhood Standards.

M. No person in the United States shall, on the grounds of race, creed, color, national origin, (including immigration status where an alien holds proper work authorization), religion, sex, gender identity, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to segregation or discrimination in any way, shape or form in employment or under projects or activities funded in whole or in part with funds made available to the Loftin pursuant to this Agreement, as set forth in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and implementing regulations at Title 24 CFR Part 1; Age Discrimination Act of 1975 (42 U.S.C. Sections 6101-07) and implementing regulations at Title 24 CFR Part 146; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) and implementing regulations at Title 24 CFR Part 8; and Title 1 of the Americans with Disabilities Act of 1990 (ADA) and implementing regulations at Title 28 CFR Part 35.

N. Loftin hereby agrees that in all solicitations for employment applications, Loftin shall hold itself out as an equal opportunity employer. Furthermore, Loftin shall comply with all the equal opportunity requirements in Title 24 CFR Section 5.105, the requirements of Executive Order 11246 (Equal Opportunity) and the implementing regulations at Title 41 CFR Part 60, and the requirements of Executive Orders 11063 and 12259 (Equal Opportunity in Housing) and the implementing regulations at Title 24 CFR Part 107. Loftin shall fully comply with all federal and state laws, regulations, and executive orders regarding equal employment and shall further comply with Davis-Bacon Act (40 U.S.C. §276a-276a-5) compensation requirements, if applicable, to Loftin, pursuant to 24 CFR §92.354. Loftin's Project, regardless of the number of HOME-Assisted Units or HOME funding amount, is subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S. §327-332), the requirements of the Copeland (Anti-Kickback) Act (40 U.S.C. 276c), and Fair Labor Standards Act of 1938, as amended (29 U.S. 20 et. seq.). Further, Loftin agrees to comply with the following project requirements, as applicable:

1. *[intentionally deleted]*.

O. With respect to HOME-Assisted Units, Loftin shall maintain such records and accounts, including program records; financial records; program administrative records; equal opportunity and fair housing records; affirmative marketing records; records demonstrating compliance with the income determination and requirements of 24 CFR §92.203; record keeping requirements of 24 CFR §92.508; records demonstrating compliance with the applicable uniform administrative requirements of 24 CFR §92.505; records demonstrating compliance with the labor requirements of 24 CFR §92.354; records demonstrating compliance with the lead-based paint requirements of 24 CFR §92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 24 CFR §92.356; debarment and suspension certifications required by 24 CFR Parts 94 and 91; and any other records as are deemed necessary by the City to assure a proper accounting and monitoring of all HOME funds.



Pursuant to 24 CFR §92.508, Loftin shall keep and maintain adequate records to demonstrate compliance with HOME requirements:

1. Loftin shall maintain project records to verify at a minimum: the source and application of HOME funds, including supporting documentation; the minimum per-unit subsidy amount and maximum per-unit subsidy amount for the project; rent and utility allowance calculations; compliance with on-going property maintenance standards and lead based paint requirements; occupancy requirements are being met; and compliance with rent increase procedures.

2. Loftin shall maintain tenant records to verify at a minimum that: the project is satisfying the affordability and income targeting requirements for the required period; tenants are income eligible; the project is in compliance with tenant and participant protections of 24 CFR §92.253. Such documentation must be kept for each household, and will include: the tenant's application, initial income verification documents, subsequent income recertification documents and the tenant's lease and lease addendum.

3. For general rental housing projects, records must be retained for five years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five-year period or until five years after the HUD-mandated minimum affordability period terminates, whichever date is later.

4. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required record, whichever is later.

5. Loftin further agrees to allow City to conduct periodic project monitoring and evaluation activities as determined necessary by City and HUD and/or their designees. Loftin agrees that it will make its premises and records available for such on-site, physical inspection and monitoring.

P. Loftin agrees to execute any and all notes, security agreements, financing statements, affordability covenants, deeds of trust and any other documents or amendments that are consistent with this Agreement and are reasonably necessary for perfection of City's lien or lien interests in the form submitted by Counsel for the City. Loftin further agrees to cooperate with the City in re-signing any documents to correct errors or omissions, if any, in any form or legal document required by the City or HUD.

Q. *[intentionally deleted]*

R. Upon reasonable request, City shall have the right at all times to inspect Loftin's business premises, and its books and records relating to employment. Loftin agrees that it will make its premises and records available for such inspection by City. Loftin further agrees that City, HUD, the Comptroller General of the United States, or any of their duly authorized



representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Loftin for the purpose of making an audit, examination, excerpts, and transcriptions.

S. Loftin is prohibited from assigning this Agreement in whole or in part in any manner without the written consent of the City. Loftin hereby understands and agrees that if the Property, as described herein, is voluntarily or involuntarily sold or transferred in whole or in part within the HUD-mandated minimum affordability period, as further described hereinabove the City shall declare the entire balance of outstanding principal advanced and all accrued interest on the Amortized Loan Note(s), Exhibit "D", and the entire principal amount of the Forgivable Deferred Payment Loan Note(s), Exhibit "C", immediately due and payable following Loftin's failure to cure the breach after written notice and a thirty (30) day opportunity to cure period.

T. Loftin hereby agrees that it shall not impair, whether by means of affirmative action or inaction, the lien status of the City in the collateral as described herein, used as security for the City loan(s).

U. This Agreement may be executed in any number of counterparts; all such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

V. LOFTIN HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY SUITS, ACTIONS, DEMANDS, LIABILITIES, TYPE OR DESCRIPTION, BROUGHT OR MADE, AND CLAIMS OF ANY CHARACTER, FOR OR ON ACCOUNT OF ANY INJURIES OR DEATH, OR ACTIONABLE TORTS, SUSTAINED BY ANY PERSON(S), AND DAMAGE OR DESTRUCTION OF ANY PROPERTY ARISING OUT OF, OCCASIONED BY, OR RELATING TO THE PERFORMANCE OF THE AGREEMENT, OR THE ACTIVITIES CARRIED OUT HEREUNDER, WHETHER OR NOT BASED IN WHOLE OR IN PART ON THE CITY'S NEGLIGENCE. THIS INDEMNITY SHALL COVER CITY'S ATTORNEY'S FEES, COURT COSTS, WITNESS EXPENSES, AND ALL OTHER RELATED COSTS INCLUDING JUDGMENTS, AWARDS AND SETTLEMENTS.

W. No member, officer, or employee of City, or its designees or agents, no member of the governing body of City and no other public official of City who exercises any functions or responsibilities, or who has been in a position to participate in a decision-making process or gains inside information with regard to the activities governed by this Agreement during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the HOME Program under this Agreement. Loftin further agrees to comply with all provisions contained in 24 CFR §92.356 "Conflict of Interest". Unless expressly permitted by the City in writing, no developer, officer, employee, agent or consultant of the Loftin, may occupy a HOME-Assisted Unit in the Property.



X. Loftin certifies that it is not debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, Loftin shall establish procedures to ensure that it does not make any award to any contractors at any tier in violation of the non-procurement debarment and suspension standard. Loftin will verify and document that none of its contractors are debarred, suspended or otherwise excluded from participation through the effective use of the List of Parties Excluded from Federal Procurement or Non-procurement programs ("List"). Loftin may request assistance from the City to access the List and document results.

Y. Loftin and City agree that the anticipated construction will involve the following HOME-Assisted Units:

6806 Alameda:	4 units
6968 Alameda:	Phase 1 = 24 units Phase 2 = 14 units

No HOME-Assisted Units constructed under this Agreement will be exempt from the requirements and conditions noted herein. City agrees that notwithstanding anything in this Agreement to the contrary, including without limitation, the covenants of this Section IV.

Z. If applicable, Loftin must meet conditions and limitations for use of HOME funds involving faith-based activities, as specified in 24 CFR §92.257.

1. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOME Program. Neither the Federal government nor a State or local government receiving funds under the HOME programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

2. Organizations that are directly funded under the HOME Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under this Program. If an organization conducts such activities, the activities must be offered separately, in time or location, from the assistance funded under this Program, and participation must be voluntary for the beneficiaries of the assistance provided.

3. A religious organization that participates in the HOME Program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOME-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.



4. An organization that participates in the HOME Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

5. HOME Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. To the extent allowed by applicable federal regulations for the HOME Program, and to the extent allowed by this Agreement, HOME Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the applicable federal regulations for this HOME Program. Where a structure is used for both eligible and inherently religious activities, HOME Program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOME funds under the Title 24, Code of Federal Regulations. Sanctuaries, chapels, or other rooms that a HOME-funded religious congregation uses as its principal place of worship, however, are ineligible for HOME-funded improvements. Disposition of real property, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

6. If a state or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, these requirements apply to all of the commingled funds.

If Loftin breaches any term or condition of this Section entitled "Covenants", the entire principal amount of the Forgivable Deferred Payment Loan Note(s) as evidenced by **Exhibit "C"**, and the entire outstanding principal advanced and all accrued interest under the terms of the Amortized Loan Note(s), as evidenced by **Exhibit "D"**, may immediately be declared due and payable, and City shall be entitled to exercise all rights and remedies reserved to it under Section V. of this Agreement, entitled "Events of Default."

VI. EVENTS OF DEFAULT

A. Upon breach of this Agreement by Loftin and following Loftin's failure to cure the breach after written notice and a thirty (30) day opportunity to cure period, the City has the right to accelerate the payment of the loans, as evidenced by **Exhibits "C" and "D"**, respectively, and City further has the right to declare that the entire principal amount of the Forgivable Deferred Payment Loan Note(s), and the entire outstanding principal advanced and all accrued interest under the terms of the Amortized Loan Note(s) are immediately due and payable by Loftin to City at the time of the contract breach. City's right to accelerate the loan(s) shall apply to all events as specifically designated in Sections III and IV of this Agreement, and to the following events, but shall not be limited to these events:

(1) Material errors in the representations and warranties given to City by

Loftin;



(2) Loftin's failure to perform any of the covenants or conditions precedent as stated in this Agreement;

(3) A new or un-stayed judgment or unsatisfied lien against Loftin in an amount which, in the City's judgment, may impair its security or perfection of its security status regarding the collateral subject to this Agreement;

(4) Failure to pay principal on time;

(5) Loftin's timely payment of principal, interest or any other amount due by check or automatic check withdrawal for which insufficient funds exist;

(6) [*intentionally deleted*]

(7) Loftin's failure to comply with the Declaration and the HUD-mandated minimum affordability period, so long as such affordability period is in effect.

B. City hereby expressly reserves any and all other rights and remedies available to it in the event of Loftin's breach of this Agreement. It is hereby understood and agreed that in the event City agrees to a settlement of any breach of contract by Loftin, this shall not preclude the City from exercising its rights for any further or additional breaches of this Agreement. This shall also apply to any instances in which the City allows a period of time to pass in excess of thirty (30) days so that Loftin has an opportunity to remedy any breach of this Agreement.

VII LOFTIN'S LIABILITY

Loftin understands and agrees that if Loftin fails to comply with any term or condition, as specified in Section III entitled "Conditions Precedent" or Section IV. entitled "Covenants", any other term or condition of this Agreement, or any other term or condition of any document incorporated by reference herein, such that City is entitled to withhold payment of publicly-financed funds under the terms and conditions of this Agreement. Loftin will bear sole liability for all obligations in any way related to the Property described herein, and City shall be entitled to all rights and remedies reserved herein.

VIII NOTICES

Any communications or notices regarding this Agreement shall be effective only if sent postage prepaid by (i) certified mail, return receipt (effective upon receipt or denial of receipt); (ii) regular U.S. Mail (deemed effective 3 business days after deposit with the United States Postal Service); (iii) nationally-recognized overnight courier (effective upon receipt or denial of receipt); or (iv) hand delivery (effective upon receipt or denial of receipt), to the following addresses, unless either party notifies the other in writing of a change of address:



CITY: City of El Paso
Attn: Director, Dept. of Community and Human Development
P.O. BOX 1890
El Paso, TX 79950-1890

LOFTIN: JESSE PRENCTICE LOFTIN JR.
Attn: D/B/A THE MARLOFT
6968 ALAMEDA AVE.
El Paso, Texas 79905

IX. DURATION OF AGREEMENT


This agreement shall be effective on the date first above written and shall remain in effect for the HUD-mandated minimum affordability period required by Title 24 of the Code of Federal Regulations, Part 92 following project completion until terminated, and for five years thereafter or until full repayment of the Loan Notes under the terms of the particular notes, whichever date is later.

X. COLLATERAL DOCUMENTS

The following Exhibits "A" -"N", Addendum A, and Equal Opportunity Clause are attached and incorporated by reference for all purposes.

Exhibit "A": Deed of Trust
Exhibit "B": Declaration Concerning Covenants and Restrictions Running with the Land
Exhibit "C": Forgivable Deferred Payment Loan Note
Exhibit "D": Amortized Loan Note
Exhibit "E": *[Intentionally Deleted]*
Exhibit "F": *[Intentionally Deleted]*
Exhibit "G": *[Intentionally Deleted]*
Exhibit "H": HOME rent limitations
Exhibit "I": HOME Program Rents and Tenant Eligibility
Exhibit "J": Mandatory Lease Addendum
Exhibit "K": Affirmative Marketing Policy and Procedures
Exhibit "L": Section 3- Area Business and Workforce Agreement
Exhibit "M": Affirmative Action Plan
Addendum A: Certification
Equal Opportunity Clause

XI. ENTIRE AGREEMENT



This Agreement embodies all of the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or inure to the benefit of any of the parties. This Agreement may only be amended by written

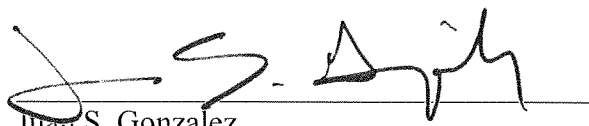
instrument signed by duly authorized representatives of the parties. If any term, covenant or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms, covenants and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, covenant, or provision held to be invalid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF EL PASO:

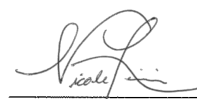
Tommy Gonzalez
City Manager

APPROVED AS TO FORM:



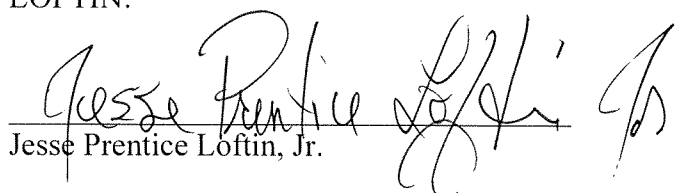
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development

LOFTIN:



Jesse Prentice Loftin, Jr.

[ACKNOWLEDGEMENTS FOLLOW ON THE FOLLOWING PAGE]

(The foregoing representative(s) of Loftin expressly represents that the Loftin has lawfully authorized execution of this Agreement).

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20____, by TOMMY GONZALEZ as City Manager of **THE CITY OF EL PASO**, on behalf of said Municipal Corporation.

Notary's Commission Expires:

Notary Public, State of Texas
Notary's name (printed):

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this ____ day of _____, 20____, by _____ as _____ of _____, on behalf of said entity.

Notary's Commission Expires:

Notary Public, State of Texas
Notary's name (printed):



ADDENDUM A

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, the best of his or her knowledge and belief, that:

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

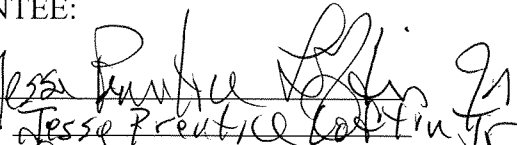
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file 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.

GRANTEE:

By:

Name:

Title:


Jesse Prentice
Owner

(Taken from) §130.15 Equal Opportunity clause.

(a) Government contracts. Except as otherwise provided, the following equal opportunity clause contained in section 202 of the Order shall be included in each Government contract entered into by the Department (and modification thereof if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees place by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Department's contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of the contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(sic)

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in Government bills of lading, transportation requests, contracts for deposit of Government funds, contracts for issuing and paying U.S. savings bonds and notes, contracts and subcontracts less than \$50,000 and such other contracts as the Director may designate.

(e) Incorporation by operation of the order and departmental regulations. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order, the "rules and regulations" and these regulations to include such a clause whether or not it is physically incorporated in such



contracts. The clause is applicable to every nonexempt contract where there is no written contract between the Department and the contractor.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clauses as shall be appropriate to identify properly the parties and their undertakings.





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-476, 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 Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Debra Fraire to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leeser.

DATE: April 19, 2022

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of April 26, 2022

Item should read as follows: Re-Appointment of Debra Fraire to the Tax Increment Reinvestment Zone Number 5 by Mayor Oscar Leaser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Tax Increment Reinvestment Zone Number 5

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Debra Fraire
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO x

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: TIRZ 5 2021-2022

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Debra Fraire

EXPIRATION DATE OF INCUMBENT: 4/30/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): UNEXPIRED TERM x
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 4/26/2022

TERM BEGINS ON : 5/1/2022

EXPIRATION DATE OF NEW APPOINTEE: 4/30/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

EL PASO INC. ■

Debra Fraire
Co-Owner and V.P. of Sales
El Paso Inc. Newspaper

Currently and for the past 25 years I have been the co-owner of the El Paso Inc. Newspapers. My main focus is advertising sales, new product ideas and mentoring of the new generation to come.

I came to El Paso 33 years ago with my husband and daughter to build our life and to become part of the community. For the better part of that time, we lived in the County, but I have always been very active in the City of El Paso. My husband is first generation and was raised in the Canutillo area and that is the area he loved.

One of my first positions in El Paso was with the El Paso Times as a manager in the circulation department. I managed all home delivery from downtown to George Dieter, both sides of the freeway. My responsibilities were to grow circulation, keep home delivery timely and accurate and at a miss rate of less than 1%. This was during the time that the El Paso Times had a Sunday circulation of 120,000! I hired all carriers 150 plus and assisted in the monthly collections of all subscriptions. (during that time the carrier collected 65% of the subscription money and turned it into the manager).

In 1995 I was approach by Tom Fenton who at the time was with the Freedom Forum in Switzerland to hop on board and help build a business/lifestyle publication. Our goal was to celebrate El Paso and its business community, big and small. I believe we accomplished that.

I have always had a passion for this community and its culture, the people that live and work here and the diversity that brings El Paso to life.

1998 – 2000 President Home and School Association St. Patrick's School responsible for increasing fundraising year over year by \$20,000 plus.

EL PASO INC. ■

*1997-2000 **Women's Advisory Board, Las Palmas Medical Center**, 1 year as President of the Board. During that year I changed things up a bit and instead of a health fair we did a Women's Health Fair that included young women 16 and above. I wanted to address the issues; teen pregnancy and how to manage young relationships. This was an extremely successful event with an attendance of 300 plus young girls from the YISD school district. Unfortunately, the advisory board was disbanded the following year.*

*2001 – 2006 **El Paso Child Guidance Center** Board Member.*

*2000 – 2007 **Cathedral High School** Board Member.*

*2014 – 2020 **Ronald McDonald House Charities**. Active in the raising of funds, Secretary of the Executive Board. Currently on the advisory board.*

I have raised 2 successful children that have moved on with their lives. My daughter lives in Austin with her 2 dogs. She is a practice Manager for Banfield and will be setting up the first free standing Banfield (not attached to PetsMart) in Texas. My son and daughter-in-law live in McAllen. My son is a financial analyst for an arm of Exxon. They have made me a proud and happy Nana.

My proudest moment these days is the fact despite COVID, El Paso Inc. newspapers are thriving which is testament to our mission and the loyalty of our readers and advertisers.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-470, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Fermin Dorado to the Capital Improvement Advisory Committee by Representative Joe Molinar, District 4.

DATE: 4/18/2022

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of April 26, 2022

Appointment of Fermin Dorado to the Capital Improvement Advisory Committee by City
Item should read as follows: Representative Joe Molinar, District 4.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Capital Improvement Advisory Committee

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Fermin Dorado, P.E.
(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

HOME ADDRESS: _____

CITY: El Paso ST: TX ZIP: _____ PHONE: _____

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: _____ NO: X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE

NAMES AND DATES: BUILDING & STANDARDS (2015), HISPANIC CULTURAL CENTER (2015), CONSTRUCTION BOARD OF APPEALS (2015)

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Carleen Barth

EXPIRATION DATE OF INCUMBENT: 10/28/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 4/26/2022

TERM BEGINS ON: 10/29/2020

EXPIRATION DATE OF NEW APPOINTEE: 10/28/2023

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Fermin Dorado, P.E.

**CURRENT
POSITION**

President and Owner of Dorado Engineering, Inc.

EDUCATION

Bachelor of Civil Engineering, University of Texas at El Paso, 1970.

Master of Science in Civil Engineering, majoring in Hydraulic Engineering, University of Texas at El Paso, 1976.

An extensive program of continuing education in Civil Engineering.

**WORK
EXPERIENCE**

Dorado Engineering, Inc. - El Paso, Texas Jan. 96' to Present

As principal of the firm, Mr. Dorado is charged with the responsibility of business operation. Business development and engineering design. The firm has been directly involved performing a variety of civil engineering designs and construction, drainage studies, land development, feasibility studies grading and drainage designs, field surveys, etc.

City of El Paso Engineering Dept. 1970 to 1996

City Engineer - 1984 to 1996

In charge of managing all designs and construction projects for the City of El Paso. Managed a work load of 100 to 150 million dollars of design and construction projects annually. Managed a staff of 95 Technical and Professional people with an annual operating budget of 5 million dollars.

Chief Design Engineer - 1980 to 1984

Responsible for the design of all City projects, ranging from 20 to 30 million dollars annually. Managed a 32 Professional and Technical people.

Assistant Director of Public Works - 1978 to 1980

Assist the Director of Public Works in the management of six City Departments; Engineering, Traffic, Public Inspection, Streets, Sanitation, and Equipment.

Assistant Chief Design Engineer - 1974 to 1978

Assist the Chief Design Engineer in the design of all city Projects,
Supervise 20 Technicians.

Team Chief - 1970 to 1974

Responsible for the design of Public Works projects, plan and
specification preparation, cost estimates and supervise 5 Technicians.

BILINGUAL BICULTURAL

Highly proficient in Spanish language.
Raised and educated in El Paso.

PROFESSIONAL REGISTRATIONS

Texas Professional Engineer No. 37512
Texas Professional Land & Public Surveyor No. 3190

PROFESSIONAL ASSOCIATIONS

American Society of Civil Engineers
National Society of Professional Engineers
American Public Works Association
Texas Society of Professional Surveyors

CIVIC INVOLVE- MENT

Member of Board of Directors of United Way
Past Chairman of Board of Directors of Centro Medico Del Valle
Member of Lower Valley Health Task Force.



Legislation Text

File #: 22-444, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

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 A)

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

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

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

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 A)

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

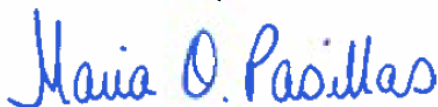
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: Tax Office

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

TAX REFUNDS
April 26, 2022

1. Mt. Carmel Funeral Home, in the amount of \$3,116.81 made an overpayment on December 30, 2021 of 2021 taxes.
(Geo. # 2001-999-5234-0050)
2. Mt. Carmel Funeral Home, in the amount of \$67,249.30 made an overpayment on December 30, 2021 of 2021 taxes.
(Geo. # G510-999-0020-0600)
3. Weststar Title, in the amount of \$10,248.87 made an overpayment on July 15, 2019 of 2018 taxes.
(Geo. # U819-000-0230-01A0)
4. McDowell Building Partnership, L.P., in the amount of \$6,229.13 made an overpayment on December 28, 2021 of 2021 taxes.
(Geo. # X008-999-000B-8600)
5. Helena Agri Enterprises LLC, in the amount of \$3,057.44 made an overpayment on September 21, 2020 of 2019 taxes.
(Geo. #X292-000-0000-0449)
6. Helena Agri Enterprises LLC, in the amount of \$2,769.13 made an overpayment on May 30, 2019 of 2017 taxes.
(Geo. # X292-000-0000-0449)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



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

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

MT CARMEL FUNERAL HOME
1755 N ZARAGOSA
EL PASO, TX 79936

Geo No. 2001-999-5234-0050	Prop ID 505228
Legal Description of the Property CMP FURN MACH VEH 1755 N ZARAGOZA RD OWNER: MT CARMEL FUNERAL HOME	
2021 OVERAGE AMOUNT \$3,116.81	

1: CITY OF EL PASO. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 9: SOCORRO ISD

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: MT CARMEL FUNERAL HOME			
	Address: 1755 N ZARAGOZA			
	City, State, Zip: EL PASO TX 79936			
	Daytime Phone No.: 915-857-3535		E-Mail Address: Fundis11@aol.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	Echeck	4062095	12/30/21	3116.81
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
	<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) JMC 4-11-22		PRINTED NAME & DATE James M. Montoya	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: N.H. Date: 4-8-22				

Notes

Go To

LUZR
ACT80122 v1.9104/18/2022 11:11:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
EC010322	200199952340050				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010322	12/30/2021	48879370	CC004062095	EC	\$3,116.81	\$3,116.81	LG	200199952340050	30431161-MT CARMEL FL
	EC010322	12/30/2021	48879368	CC004062083	EC	\$3,116.81	\$3,116.81	PA	200199952340050	30431159-MT CARMEL FL
	EC12292098	12/28/2020	45546922	CC003325791	EC	\$3,104.99	\$3,104.99	PA	200199952340050	28987555-MT CARMEL FL
	EC12311998	12/30/2019	42565951	CC002716913	EC	\$3,019.04	\$3,019.04	PA	200199952340050	27829516-MT CARMEL FL
	EC02011998	01/31/2019	40557719	CC002390648	EC	\$3,321.48	\$3,321.48	PA	200199952340050	27125210-MT CARMEL FL
	EC01021868	12/29/2017	36686211	CC001808333	EC	\$3,315.77	\$3,315.77	PA	200199952340050	25931283-MT CARMEL F
	EC01311798	01/30/2017	34587361	CC001544860	EC	\$4,170.59	\$4,170.59	PA	200199952340050	25276024-MT CARMEL FL
	EC12301598	12/30/2015	30634582	CC001148921	EC	\$4,485.69	\$4,485.69	PA	200199952340050	24230551-MT CARMEL F
*	X0105151025	12/31/2014	27695287	27267	CH	\$4,831.67	\$4,831.67	PA	200199952340050	MT CARMEL FUNERAL H
	A12311372	12/31/2013	24652492	25431	CH	\$5,670.66	\$5,632.51	PA	200199952340050	MT CARMEL FUNERAL H
	A04251354	04/25/2013	23403118	24129	CH	\$547.43	\$547.43	PA	200199952340050	MT CARMEL FUNERAL H
	A01291323	01/29/2013	22701199	23670	CH	\$5,474.32	\$5,474.32	PA	200199952340050	MT CARMEL FUNERAL H

Applied Total \$79,307.27



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 www.elpasotexas.gov/tax-office

MT CARMEL FUNERAL HOME
1755 N ZARAGOSA
EL PASO, TX 79936

Geo No. G510-999-0020-0600	Prop ID 155031
Legal Description of the Property 2 GOLDEN GATE COMMERCIAL PARK 6 & 7 (102880 SQ FT) 1755 N ZARAGOZA RD 79936 OWNER: GOLDEN GATE FAMILY LTD PART	

2021 OVERAGE AMOUNT \$67,249.30

1: CITY OF EL PASO. 6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 9: SOCORRO ISD

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>MT CARMEL FUNERAL HOME</u>			
	Address: <u>1755 N ZARAGOSA</u>			
	City, State, Zip: <u>EL PASO TX 79936</u>			
Daytime Phone No.: <u>915-857-3535</u>		E-Mail Address: <u>Funding@apn.com</u>		
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by:	Check No.	Date Paid	Amount Paid
	<u>Echeck</u>	<u>4062084</u>	<u>12/30/21</u>	<u>67,249.30</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
	<u>67,249.30</u>			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund.			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
<input type="checkbox"/> This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):				
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
<u>[Signature]</u>		<u>James A. Martinez</u>		
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NH</u> Date: <u>4-8-22</u>				

Notes

Go To:

LUZR
ACT80122 v1.9104/18/2022 11:11:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
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EC010322	G51099900200600				
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Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	EC010322	12/30/2021	48879369	CC004062084	EC	\$67,249.30	\$67,249.30	LG	G51099900200600	30431160-MT CARMEL FU
	EC010322	12/30/2021	48879361	CC004061910	EC	\$67,249.30	\$67,249.30	PA	G51099900200600	30431152-MT CARMEL FU
	A09282190	09/28/2021	47764536		CA	\$10.00	\$10.00	TC	G51099900200600	GOLDEN GATE FAMILY L
	EC12312098	12/30/2020	45627837	CC003343360	EC	\$25,477.02	\$25,477.02	PA	G51099900200600	29017198-MT CARMEL HC
	EC12292098	12/28/2020	45546943	CC003325887	EC	\$25,000.00	\$25,000.00	PA	G51099900200600	28987576-MT CARMEL FU
	EC06012085	05/31/2020	44263377	CC003066794	EC	\$22,974.53	\$22,974.53	PA	G51099900200600	28504085-MT CARMEL FU
	EC05012085	04/30/2020	44124107	CC003029290	EC	\$10,000.00	\$10,000.00	PA	G51099900200600	28433376-MT CARMEL FU
	EC03262085	03/26/2020	43990405	CC002984105	CR	\$5,000.00	\$5,000.00	PA	G51099900200600	28357976-MT CARMEL FU
	EC02032098	01/31/2020	43555190	CC002906303	EC	\$10,000.00	\$10,000.00	PA	G51099900200600	28163453-MT CARMEL FU
	EC12311998	12/30/2019	42566958	CC002716974	EC	\$6,980.96	\$6,980.96	PA	G51099900200600	27829523-MT CARMEL FU
	EC04101998	04/10/2019	41097513	CC002485208	EC	\$7,469.94	\$7,469.94	PA	G51099900200600	27344799-MT CARMEL FU
	EC03291998	03/29/2019	41039688	CC002472882	EC	\$8,000.00	\$8,000.00	PA	G51099900200600	27317013-MT CARMEL FU

Applied Total 5754,751.08



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 www.elpasotexas.gov/tax-office

TAX OFFICE
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APR 06 2022

Geo No.
U819-000-0230-01A0

Prop ID
148143

Legal Description of the Property
23 UPPER VALLEY TR 1-A (8.9960 AC)

301 W WASHINGTON ST 79821

WESTSTAR TITLE
641 N. STANTON
EL PASO, TX 79901

OWNER: MOUNTAINS BLACKSMITH INC

2018 OVERAGE AMOUNT \$10,248.87

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 16: ANTHONY ISD, 17: TOWN OF ANTHONY, 27: EMERG. SERVICES DIST. #2

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient.

Show information for whomever will be receiving the refund.

Who should the refund be issued to:

Name: Weststar Title

Address: 601 N. MESA ST 1025

City, State, Zip: El Paso TX 79901

Daytime Phone No.: 915-849-5516

E-Mail Address: adominguez@weststar-title.com

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.

Payment made by:

Check No.

Date Paid

Amount Paid

Weststar Title 20163596 4/15/19 \$23,116.30

TOTAL AMOUNT PAID (sum of the above amounts)

Please check one of the following:

I paid this account in error and I am entitled to the refund.

I overpaid this account. Please refund the excess to the address listed in Step 1.

I want this payment applied to next year's taxes.

This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

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

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Adriana Dominguez

Adriana Dominguez 4/4/22

TAX OFFICE USE ONLY:

Approved

Denied

By:

N.H.

Date:

4-7-22

Print Date: 04/06/2022

Notes

Go To:

LUZR
ACT80122 v1.9104/18/2022 11:11:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A07151965	U819000023001A0				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No	Check No	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No	Payer
	A07151965	07/15/2019	41398311	20163596	CH	\$23,116.30	\$23,116.30	LG	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,169.52	TR	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,354.75	TR	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,354.75	LG	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,343.16	TR	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,343.16	LG	U819000023001A0	25762393-WESTSTAR TIT
	R031221767	07/15/2019	41398311	20163596	CH	\$0.00	\$4,169.52	LG	U819000023001A0	25762393-WESTSTAR TIT
	RC220407	07/15/2019	41398311	20163596	CH	\$10,248.87	\$10,248.87	TR	U819000023001A0	31217025-WESTSTAR TIT
	RC220407	07/15/2019	41398311	20163596	CH	\$10,248.87	\$10,248.87	TR	U819000023001A0	25762393-WESTSTAR TIT
	IP02011998	01/31/2019	40500806	CC002372584	CR	\$148.26	\$148.26	PA	U819000023001A0	27100694-LUIS VELA
	IP01311898	01/30/2018	37466228	CC001909423	CR	\$149.43	\$149.43	PA	U819000023001A0	26129982-ANABEL VELA
	IP01261798	01/25/2017	34299800	CC001510915	CR	\$143.42	\$143.42	PA	U819000023001A0	25190434-ANABEL VELA

Applied Total \$35,601.37

TAX OFFICE
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APR 11 2022

591

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 www.elpasotexas.gov/tax-office

MCDOWELL BUILDING PARTNERSHIP LP
PO BOX 2771
CENTENNIAL, CO 80161-2771

Geo No. X008-999-000B-8600 ✓	Prop ID 133268
Legal Description of the Property F NEVE SURV 8 ABST #162 2.105 AC (0.943 AC) TR 6-C & 1.162 AC ADJ IN UNPL NEVE #8 401 RAYNOLDS ST OWNER: EL PASO COUNTY HOSPITAL DISTRICT	
2021 OVERAGE AMOUNT \$6,229.13 ✓	

1: CITY OF EL PASO, 3: EL PASO ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

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

APPLICATION FOR PROPERTY TAX REFUND:

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

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: <u>McDowell Building Partnership, L.P.</u>			
	Address: <u>P.O. Box 2771</u>			
	City, State, Zip: <u>Centennial, CO 80161</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>575-491-5028</u>		E-Mail Address: <u>patty5280@gmail.com</u>	
	Payment made by:	Check No.	Date Paid	Amount Paid
		<u>OK 1196</u>	<u>12/28/21</u>	<u>6229.13</u>
	TOTAL AMOUNT PAID (sum of the above amounts)			
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/> I paid this account in error and I am entitled to the refund. ✓			
	<input type="checkbox"/> I overpaid this account. Please refund the excess to the address listed in Step 1.			
	<input type="checkbox"/> I want this payment applied to next year's taxes.			
Step 4. Sign the form. Unsigned applications cannot be processed.	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):			
	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED) <u>Patricia C English</u>		PRINTED NAME & DATE <u>Patricia C English</u> <u>4/11/22</u>	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: <u>NA</u> Date: <u>4-12-22</u>				

Deposit Status

Notes

Go To

LUZR
ACT80122 v1.91ACCOUNT NO (X008999000B8600): YEAR = 2017, LEGAL STATUS = ACTIVE, CAUSE NUMBER =
2018DTX074104/18/2022 11:11:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
T12282100007	X008999000B8600				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RC220329	12/28/2021	48753848	01196	CH	\$6 229 13	\$6 229 13	LG	X008999000B8600	31180816-MCDOWELL BL
	RC220329	12/28/2021	48753848	01196	CH	\$6 229 13-	\$6 229 13-	TR	X008999000B8600	EL PASO COUNTY HOSF
*	T12282100007	12/28/2021	48753848	01196	CH	\$6,229 13	\$6,229 13	LG	X008999000B8600	EL PASO COUNTY HOSF
	RD3896650	12/10/2021	47737030	0000240340	CH	\$42 43-	\$42 43-	RD	X008999000B8600	28668239-LONE STAR TIT
	A09082165	09/08/2021	47737030	512654	CH	\$12 689 19	\$12 689 19	PA	X008999000B8600	28668239-LONE STAR TIT
	R9202167	09/08/2021	47737030	512654	CH	\$0 00	\$0 00	TR	X008999000B8600	28668239-LONE STAR TIT
	RC211208	09/08/2021	47737030	512654	CH	\$42 43	\$42 43	TR	X008999000B8600	28668239-LONE STAR TIT
	RC211208	09/08/2021	47737030	512654	CH	\$42 43-	\$42 43-	TR	X008999000B8600	MC DOWELL BUILDING F
	RF211130	09/08/2021	47737030	512654	CH	\$0 00	\$0 00	DA	X008999000B8600	28668239-LONE STAR TIT
	RF211130	09/08/2021	47737030	512654	CH	\$0 00	\$0 00	DA	X008999000B8600	28668239-LONE STAR TIT
	RF211130	09/08/2021	47737030	512654	CH	\$0 00	\$0 00	DA	X008999000B8600	28668239-LONE STAR TIT
	RF211130	09/08/2021	47737030	512654	CH	\$0 00	\$18 39	DA	X008999000B8600	MC DOWELL BUILDING F

Applied Total \$487,052.15



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 www.elpasotexas.gov/tax-office

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APR 06 2022

HELENA AGRI ENTERPRISES LLC
225 SCHILLING BLVD SUITE 300
COLLIERVILLE, TN 38017

Geo No. X292-000-0000-0449 Prop ID 268035

Legal Description of the Property
SA & M G RR SURV 292 ABST 9719 TR 1
(1.9490 AC)

18921 ALAMEDA AVE-B 79853

OWNER: DRAKE DALE

2019 OVERAGE AMOUNT \$3,057.44

6: COUNTY OF EL PASO. 7: EL PASO COMMUNITY COLLEGE. 8: UNIVERSITY MEDICAL CENTER OF EL PASO. 20: TORNILLO ISD. 27: ENERGI SERVICES DIST. #2. 30: TORNILLO WATER DISTRICT

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:

Address:

City, State, Zip:

Daytime Phone No.:

E-Mail Address:

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.

Payment made by:

Check No.:

Date Paid:

Amount Paid:

Helena Agri ck 3396190 9/21/20 3082.91

TOTAL AMOUNT PAID (sum of the above amounts)

Step 3. Provide reason for this refund.

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

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.

☐ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

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

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Helena Agri

HELENA AGRI 4/6/2022

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

NH

Date:

4/6/22

Deposit Status

Notes
Go To

LUZR
ACT80122 v1.91
04/18/2022 11:11:31
ACTEP

DEPOSIT
Remittance
Detail

Summary Query
Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A09212075	X29200000000449				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	RD3596823	10/05/2020	44551906	0000230395	CH	\$25.47-	\$25.47-	RD	X29200000000449	26996305-HELENA AGRI I
	A09212075	09/21/2020	44551906	3396190	CH	\$3,082.91	\$3,057.44	PA	X29200000000449	26996305-HELENA AGRI I
	A09212075	09/21/2020	44551906	3396190	CH	\$3,082.91	\$25.47	LG	X29200000000449	26996305-HELENA AGRI I
	R030422267	09/21/2020	44551906	3396190	CH	\$0.00	\$3,057.44-	TR	X29200000000449	26996305-HELENA AGRI I
	R030422267	09/21/2020	44551906	3396190	CH	\$0.00	\$3,057.44	LG	X29200000000449	26996305-HELENA AGRI I
	RD3326829	10/25/2019	17747438	0000223276	CH	\$33.79-	\$33.79-	RD	X29200000000449	26996305-HELENA AGRI I
	A06031965	05/30/2019	41276599	3221939	CH	\$2,769.13	\$2,769.13	PA	X29200000000449	26996305-HELENA AGRI I
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$2,482.13	LG	X29200000000449	26996305-HELENA AGRI I
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$287.00	LG	X29200000000449	26996305-HELENA AGRI I
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$287.00-	TR	X29200000000449	26996305-HELENA AGRI I
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$2,482.13-	TR	X29200000000449	26996305-HELENA AGRI I
	A01281975	01/28/2019	40199790	3173410	CH	\$1,635.36	\$1,635.36	PA	X29200000000449	26996305-HELENA AGRI I
Applied Total						\$17,004.53				

TAX OFFICE
RECEIVED

APR 06 2022



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 www.elpasotexas.gov/tax-office

HELENA AGRI ENTERPRISES LLC
225 SCHILLING BLVD SUITE 300
COLLIERVILLE, TN 38017

Geo No. X292-000-0000-0449
Prop ID 268035

Legal Description of the Property
S A & M G RR SURV 292 ABST 9719 TR 1
(1.9490 AC)

18921 ALAMEDA AVE-B

OWNER: DRAKE DALE

2017 OVERAGE AMOUNT \$2,769.13

6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO, 20: TORNILLO ISD, 27: EMERG. SERVICES DIST #2, 30: TORNILLO WATER DISTRICT

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:

Address:

City, State, Zip:

Daytime Phone No.:

E-Mail Address:

Step 2. Provide payment information.

Please attach copy of cancelled check, original receipt, online payment confirmation or bank credit card statement.

Payment made by:	Check No.	Date Paid	Amount Paid
Helena Agri	CK 3221939	5/30/19	2,769.13

TOTAL AMOUNT PAID (sum of the above amounts)

Step 3. Provide reason for this refund.

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

Please check one of the following:

☐ I paid this account in error and I am entitled to the refund.

☐ I overpaid this account. Please refund the excess to the address listed in Step 1.

☐ I want this payment applied to next year's taxes.

☐ This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):

Step 4. Sign the form.

Unsigned applications cannot be processed.

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

SIGNATURE OF REQUESTOR (REQUIRED)

PRINTED NAME & DATE

Marlene Trevino

MARLENE TREVINO 4/6/2022

TAX OFFICE USE ONLY:

☒ Approved

☐ Denied

By:

NN

Date:

4-6-22

Notes

Go To :

LUZR
ACT80122 v1.9104/18/2022 11:11:31
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.	Account No.	Remit Seq No.	Check No.	Payment Amount	Payment Agreement No.
A06031965	X29200000000449				

Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer
	A06031965	05/30/2019	41276599	3221939	CH	\$2,769.13	\$2,769.13	PA	X29200000000449	26996305-HELENA AGRI
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$2,482.13	LG	X29200000000449	26996305-HELENA AGRI
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$287.00	LG	X29200000000449	26996305-HELENA AGRI
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$287.00	TR	X29200000000449	26996305-HELENA AGRI
	R030422267	05/30/2019	41276599	3221939	CH	\$0.00	\$2,482.13	TR	X29200000000449	26996305-HELENA AGRI
	A01281975	01/28/2019	40199790	3173410	CH	\$1,635.36	\$1,635.36	PA	X29200000000449	26996305-HELENA AGRI
	R030422267	01/28/2019	40199790	3173410	CH	\$0.00	\$1,635.36	TR	X29200000000449	26996305-HELENA AGRI
	R030422267	01/28/2019	40199790	3173410	CH	\$0.00	\$1,635.36	LG	X29200000000449	26996305-HELENA AGRI
*	X0120172005	01/20/2017	34170379	81373	CH	\$72,846.86	\$1,603.73	PA	X29200000000449	DRAKE DALE
	A01271676	01/27/2016	31249598	2734700	CH	\$1,526.63	\$1,526.63	PA	X29200000000449	21113441-HELENA CHEM
	A01301523	01/30/2015	28348548	2583147	CH	\$1,521.20	\$1,521.20	PA	X29200000000449	21113441-HELENA CHEM
	R03092014DUP	10/13/2014	17747438		MI	\$0.00	\$33.79	LG	X29200000000449	DRAKE DALE

Applied Total \$17,004.53



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-484, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

AGENDA LANGUAGE:

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

Accept the donation of \$281.30 from El Paso Disposal for the purchase of toys for a community engagement event that was hosted in District 3.



Legislation Text

File #: 22-485, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to congratulate and commend Chapin High School's boys' basketball team for being the first team in school's history to make the Sweet 16 and for having made it that far two times in a row and to request the City Clerk to submit an executed copy of this resolution to the head coach of the Chapin High School boys basketball team Rodney Lewis and the Chapin High School administration office.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Alexsandra Annello, 915-212-0002

DISTRICT(S) AFFECTED: District 2

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

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to congratulate and commend Chapin High School's boys' basketball team for being the first team in school's history to make the Sweet 16 and for having made it that far two times in a row and to request the City Clerk to submit an executed copy of this resolution to the head coach of the Chapin High School boys basketball team Rodney Lewis and the Chapin High School administration office.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The current Chapin High School boys basketball team was the first team in school's history to make the Sweet 16 and was able to make this achievement two times in a row. This 2021-2022 season, the Chapin High School boys basketball team finished their basketball season undefeated at the district level and undefeated by any other El Paso school. They set the record of more than 30 games won, with an ending record of 31-5.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, the Chapin High School's boys basketball team made it to the Region 1-5A basketball tournament for the second straight season in 2022; and

WHEREAS, the Chapin Huskies controlled the action from start to finish during their playoff game against Palo Duro High School in Amarillo, Texas, winning their second playoff game in school history, with the first playoff win having been in 2010; and

WHEREAS, the Chapin boys basketball team made it to the Regional Semifinals (the 'Sweet 16') as undefeated district champions and were also undefeated against all El Paso teams during the season; and

WHEREAS, the 2022 Chapin basketball team was the first ever Chapin boys basketball team to get more than 30 wins during the season; and

WHEREAS, head coach Rodney Lewis was voted as District 1-5A Co-Coach of the Year this season; junior player KJ Lewis was selected as Most Valuable Player for District 1-5A; senior player Martin Eddi was selected as defensive player of the year for the district; Antwonne Holmes was selected as 1st team all district for 1-5A; Manuel Flores and Diego Villanueva selected as 2nd team all district; Bryson Goldsmith was selected as 3rd team all district in 1-5A; and players Jayden Leverette and Peyton Parker were selected as Honorable Mention for the same district; and

WHEREAS, on March 4, 2022, after falling to Timberview High School in the Region 1 Semifinals of the Class 5A Texas high school basketball state playoffs, the triumphant Chapin Huskies basketball season ended with a 31-5 record under head coach Rodney Lewis; and

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

1. Commends and congratulates the Chapin high school boys basketball team for being the first team in school's history to make the Sweet 16 and for having gotten there two times in a row;
2. Recognizes the many achievements of the coaches and players of the Chapin Huskies;
3. Recognizes the fans of the Chapin Huskies and the people of El Paso for their dedication and support; and
4. Respectfully requests that the City Clerk submit an executed copy of this resolution to—
 - a. the head coach of the Chapin High School boys basketball team Rodney Lewis, and
 - b. the Chapin High School administration office.

Signatures to follow on the next page

Dated this _____ day of April, 2022.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura Prine, City Clerk

APPROVED AS TO FORM:

Danielle Escontrias

Danielle Escontrias
Assistant City Attorney



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-486, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Members of the City Council, Representative Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to recognize the El Paso County Juvenile Probation Department and their efforts for the 2022 Global Youth Service Day (GYSD).

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: April 26, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to recognize the El Paso County Juvenile Probation Department and their efforts for the 2022 Global Youth Service Day (GYSD).

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

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

Yes, The City of El Paso Recognized the El Paso County Juvenile Probation Department in April of 2021 as well.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, today's youth leadership is our hope for the uncertain future. The principles of community service they learn today will be their values for tomorrow's challenges in our community; and

WHEREAS, the Juvenile Justice Center along with community partners is to provide an opportunity of enrichment to juveniles through community service learning. Local youth will be participating in the Global Youth Service Day (GYSD) throughout April, and hosting a celebration on Saturday, April 30, 2022, where this year's GYSD project consists of gathering community stakeholders and community members to speak out against violence in the County and City areas of El Paso, Texas, while emphasizing the importance of empathy and unity, where this year's 2022 GYSD project theme is "Violence: Breaking the Cycle and Healing."; and

WHEREAS, young people will have the opportunity to express themselves through their art, as well as use critical thinking by sharing, inspiring, and creating solutions to prevent hate crimes and violence with activities including innovation, technology, art, and creativity, where the Juvenile Justice Center has also partnered alongside Ascarate Park to pay tribute to the 23 victims at the County's Healing Garden, donating personalized art created by our youth participants, reminding the community that we are, EL PASO STRONG; and

WHEREAS, these community participants are made up of young juveniles from the Juvenile Justice Center working hand in hand with fellow community members and various community leaders such as County & City Leaders, official motivators, officers, art teachers, non-profit organizations; and

WHEREAS, the Juvenile Justice Center staff and participants, Ascarate park, Project Vida, and Security NextGen along with other numerous local community businesses, organizations, and supporters from the community are honored to provide the involvement and management in this significant heartwarming, peace focused event, Global Youth Service Day; and

WHEREAS, on April 30, 2022, Global Youth Service Day is the largest youth service and civic action event in the world and the only one that celebrates and builds the capacity of all youth ages 5-25 to help our communities and democracy thrive by working together for the common good; and

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

Is proud to support the El Paso County Juvenile Probation Department as it provides opportunities for our city's youth and builds a better future for the City of El Paso.

Signatures on the following page

Further, the City Manager is authorized to execute any related agreements, amendments to such agreements, and documents necessary to carry out the purpose of this Resolution.

APPROVED this ____ day _____ 2022.

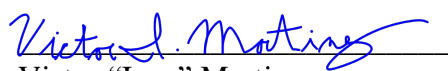
THE CITY OF EL PASO:

Oscar Leaser Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Victor "Ivan" Martinez
Assistant City Attorney



Legislation Text

File #: 22-489, 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 Alessandra Annello, (915) 212-0002

AGENDA LANGUAGE:

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

Discussion and action to recognize the challenges that members of the transgender community face every day around the world and support creating an environment in which any resident can live without stigma and have the opportunity to flourish.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: April 26, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 212-0002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action to recognize the challenges that members of the transgender community face every day around the world and support creating an environment in which any resident can live without stigma and have the opportunity to flourish.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

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

RESOLUTION

WHEREAS, March 31, 2022, is International Transgender Day of Visibility in countries, states, and local governments around the world; first taking place in 2009, the occasion provides a fitting opportunity to recognize the outstanding contributions of transgender people in El Paso and everywhere; and

WHEREAS, President Joe Biden said last year when he became the first American President to designate the Transgender Day of Visibility with a White House proclamation, “this designation recognizes the generations of struggle, activism, and courage that have brought our country closer to full equality for transgender and gender non-binary people that has given countless transgender individuals the bravery to live openly and authentically; shaping an increasingly accepting world in which peers at school, teammates and coaches on the playing field, colleagues at work, and allies in every corner of society are standing in support and solidarity with the transgender community”; and

WHEREAS, discriminatory and negligent attitudes towards the transgender community, especially against black, indigenous, and other women of color, foster high rates of violence, homelessness, and economic instability; it is essential to develop policies that support the transgender community, develop public education to dispel misinformation and stigmas, myths, and to increase understanding of humanizing transgender people; and

WHEREAS, affirmation of their gender identity and freedom of expression is vital to how children, teens, and adults are respected in their communities and ensures a positive quality of life; and

WHEREAS, the City Council of the City of El Paso recognizes the importance of the act of correctly identifying an individual's gender; and

WHEREAS, the City of El Paso will take serious steps towards recognizing an individual's correct gender and will eliminate the act of misgendering individuals by their staff and at their facilities; and

WHEREAS, these policies include the same safeguards from discrimination that all Americans seek in employment, housing, healthcare, education, our justice system, and use of public facilities; and

WHEREAS, the City of El Paso will continue to promote and advocate for safe spaces within our facilities that welcome all transgender residents seeking help and services; and

WHEREAS, laws that target physicians and medical care providers to keep them from serving transgender children and teens, or that seek to restrict the freedom of transgender individuals, are antithetical to El Paso County's values; and

WHEREAS, transgender individuals have always been part of the fabric that makes El Paso beautiful and through visibility and acceptance that we continue to support the values of our community are an increasingly visible part of the fabric that makes El Paso what it is; and

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

Recognizes the challenges that members of the transgender community face every day around the world and supports creating an environment in which any resident can live without stigma and have the opportunity to flourish.

Further, the City Manager is authorized to execute any related agreements, amendments to such agreements, and documents necessary to carry out the purpose of this Resolution.

APPROVED this ____ day _____ 2022.

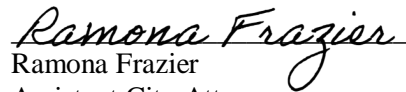
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Ramona Frazier
Assistant City Attorney



Legislation Text

File #: 22-492, 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.

All Districts

Members of the City Council, Representative Isabel Salcido, (915) 212-0005

Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

Members of the City Council, Representative Henry Rivera, (915) 212-0007

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to develop a Fiscal Year 2023 Budget that includes a decrease in the overall property tax rate to minimize the financial impact on taxpayers and continue to execute the City's COVID-19 economic recovery plan.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 04/26/2022

CONTACT PERSON NAME / PHONE NUMBER:

Rep. Isabel Salcido, 915-212-0005

Rep. Cassandra Hernandez, 915-212-0003 (co-sponsor)

Rep. Henry Rivera, 915-212-0007 (co-sponsor)

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Discussion and action to direct the City Manager to develop a Fiscal Year 2023 Budget that includes a decrease in the overall property tax rate to minimize the financial impact on taxpayers and continue to execute the City's COVID-19 economic recovery plan.

BACKGROUND / DISCUSSION:

For the last two fiscal years, the City Council has voted for no tax rate increase. Specifically, the Council adopted budgets that did not require an increase to the existing property tax rate of .907301, first set in 2019. Additionally, last year the City Council unanimously approved an expansion of the exemption for seniors and the disabled community which provided additional tax savings and much needed tax relief last year to our 52,000 senior and disabled homesteads.

As an option to reduce the property tax rate in FY 2023, current vacancies should be reviewed and analyzed to provide savings necessary to minimize the impact on our taxpayers, while at the same time not impacting the delivery of services to our community.

PRIOR COUNCIL ACTION:

No tax increase in 2020:

August 18, 2020 City Council adopted a property tax rate of .907301, the same as the previous fiscal year.

No tax increase in 2021:

August 24, 2021 City Council adopted a property tax rate of .907301, the same as the previous two fiscal years.

AMOUNT AND SOURCE OF FUNDING: N/A

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

DEPARTMENT HEAD:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-490, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Presentation and update from the El Paso Children's Hospital.

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

DEPARTMENT: Office of the Mayor

AGENDA DATE: April 26, 2022 – City Council Meeting – Regular Agenda

CONTACT PERSON NAME AND PHONE NUMBER: Mayor Oscar Leeser (915) 212-0021

DISTRICT(S) AFFECTED: ALL

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

SUBJECT: Presentation and update from the El Paso Children's Hospital

BACKGROUND / DISCUSSION: El Paso Children's Hospital recently celebrated its 10-year anniversary as El Paso's only not-for-profit Children's Hospital and provides the highest level of pediatric care in West Texas and Southern New Mexico. Since opening on February 14th, 2012, they have decreased the out-migration for pediatric subspecialty and surgical care by 80%. The presentation provides an overview of the various services offered by the dedicated doctors and staff at El Paso Children's Hospital; all committed to delivering the highest level of care possible to our children.

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: None

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

DEPARTMENT HEAD:





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-442, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Streets and Maintenance, Hannah Williams Allen, (915) 212-0118

AGENDA LANGUAGE:

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

Presentation, update and discussion on the City's Intersection Safety Improvement Program.

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-0118

DISTRICT(S) AFFECTED: Citywide

STRATEGIC GOAL: 7 – Enhance and Sustain El Paso's Infrastructure Network
All

SUBGOAL: 7.3 – Enhance a regional comprehensive transportation system
All

SUBJECT:

Presentation update and discussion on the City's Intersection Safety Improvement Program.

BACKGROUND / DISCUSSION:

The Intersection Safety Improvement program (ISIP) agreement is a sub-agreement stemming from our 2018 MOU with UTEP.

The implementation of the ISIP has been a collaborative effort between the City of El Paso and the University of Texas at El Paso (UTEP) aimed towards improving safety at street intersections by analyzing data for fatal and serious injury crashes.

PRIOR COUNCIL ACTION:

- ❖ Funding approved with FY22 Budget
- ❖ October 12, 2021 – City Council approved Resolution
- ❖ March 15, 2022 – City Council approved Interlocal Agreement extension

AMOUNT AND SOURCE OF FUNDING:

\$38,160.00 – General Fund - 1000-532-32020-53203 Public Access Maintenance (Intersection Safety Improvement Program funding) (no change)

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Streets and Maintenance

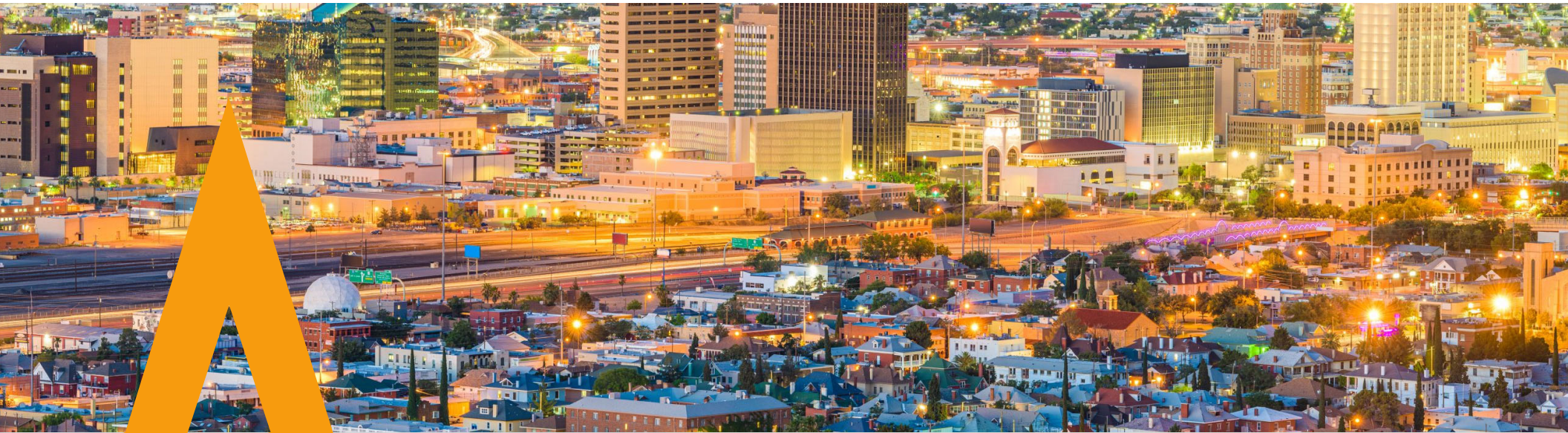
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

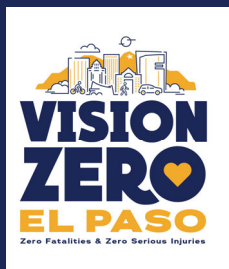

Richard Bristol, Director Streets and Maintenance

4-18-22



Joint Update Presentation

Intersection Safety Improvement Program (ISIP)



April 26, 2022



Presentation Overview



- ❖ Program Initiatives
- ❖ Program Development
- ❖ Investment in Traffic Safety
- ❖ Vision Zero Umbrella
- ❖ Project Objective + Scope
- ❖ City + UTEP Team
- ❖ Tasks
- ❖ Top 20 Intersections
- ❖ Top 10 Intersections
 - ❖ Proposed Improvements Analysis
 - ❖ Proposed Improvements
- ❖ Next Steps



Program Initiatives

Align with ALL Strategic Plan Goals:

- Goal 1. Cultivate an Environment Conducive to Strong, Sustainable Economic Development
- Goal 2. Set the Standard for a Safe and Secure City
- Goal 3. Promote the Visual Image of El Paso
- Goal 4. Enhance El Paso's Quality of Life Through Recreational Cultural and Educational Environments
- Goal 5. Promote Transparent and Consistent Communication Amongst All Members of the Community
- Goal 6. Set the Standard for Sound Governance and Fiscal Management
- Goal 7. Enhance and Sustain El Paso's Infrastructure Network
- Goal 8. Nurture and Promote a Healthy, Sustainable Community

Program Development



Investment in Traffic Safety

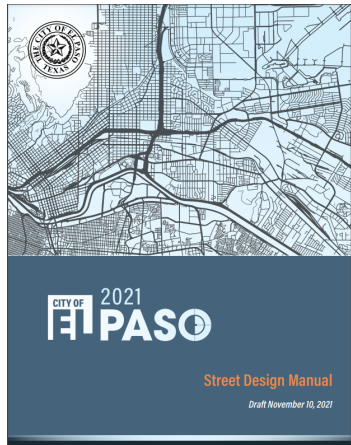


Lee Trevino Median Enhancements_Trawood to Montwood (2020 HSIP Project Awarded Funding, \$247,786 construction, 10% City share, for letting of FY 2022)





ENGINEERING + EDUCATION + EVALUATION + ENFORCEMENT + EQUITY*





Project Objective + Scope

Previous Council Action:	Funding approved with FY22 Budget Interlocal Agreement Approved: October 12, 2021 First Amendment to Interlocal Agreement Approved: March 15, 2022
Entities:	City of El Paso & University of Texas at El Paso
Scope & Purpose:	Citywide; Produce and deliver a written Project Report with a minimum of the top 10 ranked intersections <ul style="list-style-type: none">❖ Countermeasures❖ Conceptual renderings❖ Preliminary cost estimate
Project Duration:	7 months
Start of Agreement:	October 18, 2021
End:	May 17, 2022



Departmental
Management



William Aguirre
GIS Analyst



Hannah Williams Allen
Traffic Engineering
Associate



Alfredo Austin
Bicycle Program
Coordinator



Sergio Reyes
P.E.
Traffic Engineer



Jiann-Shing Yang
P.E., PTOE
City Traffic Engineer

Program Team



Front Left: Diego Mendoza, UGRAD Research Assistant
Front Center: Larissa Hernandez, Graduate Research Assistant
Front Right: Dr. Kelvin Cheu, Ph.D., P.E., Professor
Back Center: Arath Jauregui, UGRAD Research Assistant



Tasks

Review existing tools & practices

- TxDOT HSIP
 - Costs of crashes by severity
 - Cost of improvements
 - Crash reduction factors

Data Collection & processing

- **Collision Data**
 - TxDOT vs City maintained roads
 - HSIP calcs
 - Collision diagram template
 - Signal timing plans
 - Past/Present/Future project plans

Crash Analysis (2016 – 2021)

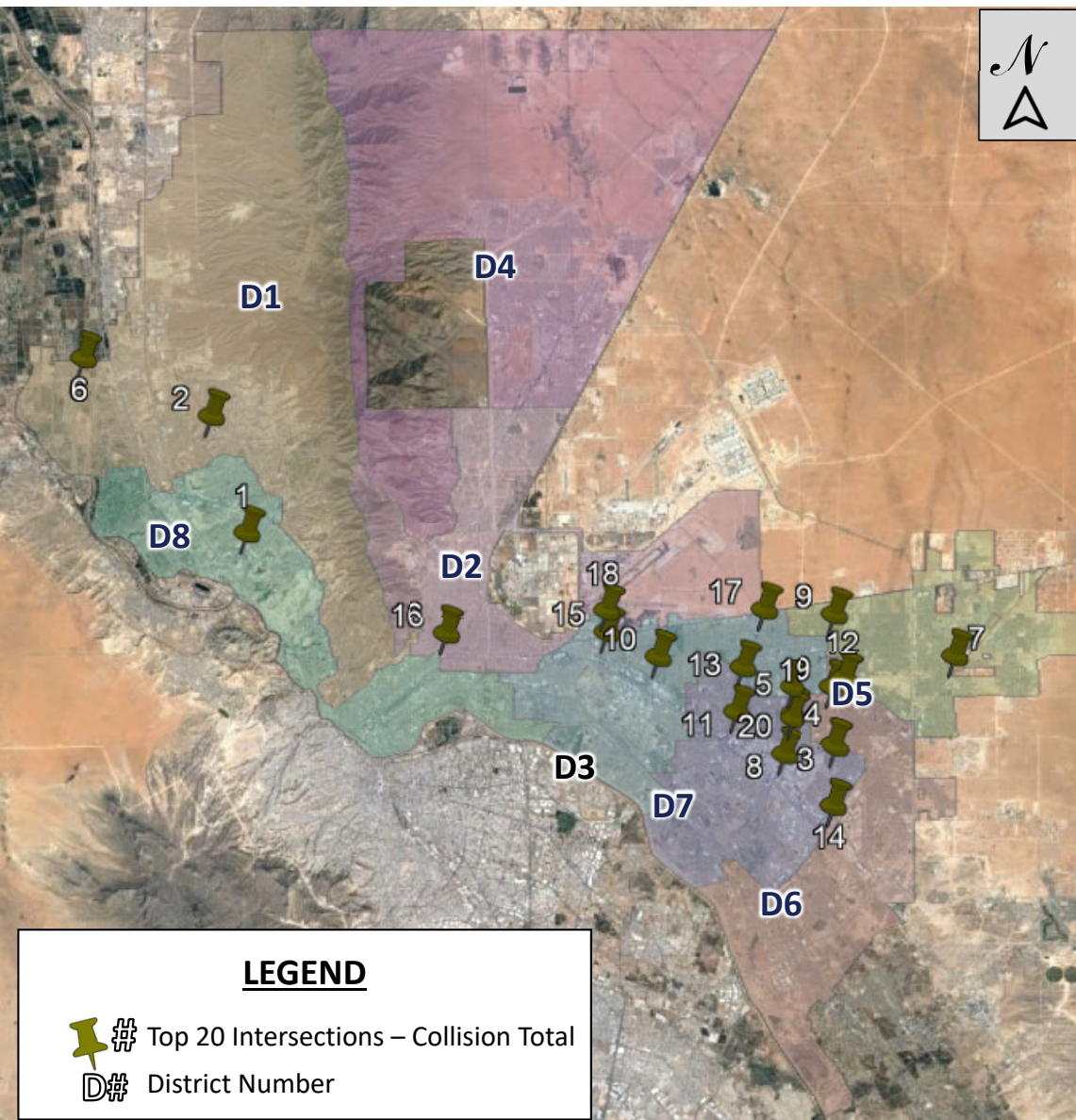
- Filtered 95k+ ↓ to 35k+
 - Out of city limits
 - On TxDOT managed/maintained roads
 - Not at intersection
- Crash severity
- Road Names
- **Crash Frequency Table**
- **Major Findings**

Intersection Identification

- **Cost of Crash**
 - National Safety Council vs TxDOT Highway Safety Improvement Program (HSIP)
- **Ranking**
 - Top 20 Intersections

Joint Proposed Improvements & Cost Estimation

- Tier 1
- Tier 2
- Tier 3



Top 20 Intersections*

– Collision Total

City Maintained ROW

Ranking (#)	Road1	Road2	TOTAL	Fatal	Serious	Minor	Unknown	District
1	MESA HILLS DR	SUNLAND PARK DR	140	0	1	25	114	8
2	REDD RD	RESLER DR	118	0	1	31	86	1
3	GEORGE DIETER DR	PELLICANO DR	117	0	1	30	86	7
4	LEE TREVINO DR	VISTA DEL SOL DR	94	0	0	33	61	7
5	LEE TREVINO DR	TRAWOOD DR	85	0	0	29	56	7
6	ARTCRAFT RD	UPPER VALLEY RD	82	0	2	14	66	1
7	EDGEMERE BLVD	TIERRA ESTE RD	82	0	0	25	57	5
8	LEE TREVINO DR	ROJAS DR	81	0	1	18	62	7
9	EDGEMERE BLVD	GEORGE DIETER DR	81	0	0	21	60	3 & 5
10	HAWKINS BLVD	VISCOUNT BLVD	78	0	2	18	58	3
11	VISTA DEL SOL DR	YARBROUGH DR	78	1	0	16	61	7
12	MONTWOOD DR	TRAWOOD DR	76	0	0	24	52	6
13	MONTWOOD DR	YARBROUGH DR	73	2	0	24	47	3 & 7
14	ESTHER LAMA DR	GEORGE DIETER DR	73	0	1	24	48	6 & 7
15	AIRWAY BLVD	EDGEMERE BLVD	72	0	0	28	44	3
16	MONTANA AVE	PIEDRAS ST	67	0	1	26	40	2 & 8
17	EDGEMERE BLVD	YARBROUGH DR	65	0	0	26	39	3
18	AIRWAY BLVD	BOEING DR	59	0	2	10	47	3
19	GEORGE DIETER DR	TRAWOOD DR	58	1	1	12	44	6
20	LA QUINTA PL	LEE TREVINO DR	54	0	2	24	28	7

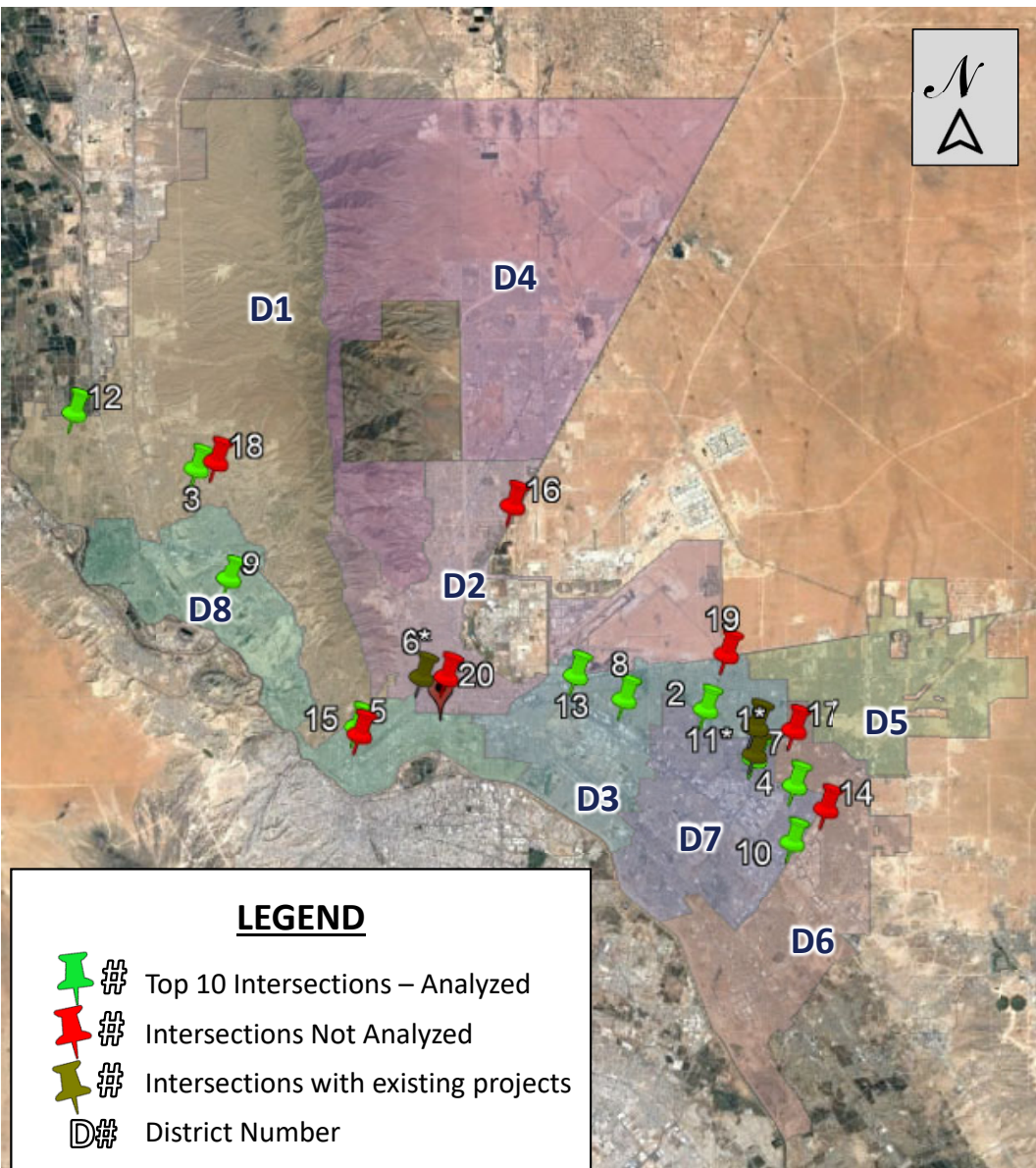


TxDOT Collision Evaluation Process Highway Safety Improvement Program (HSIP)



TxDOT formulas for competitive ranking process when submitting HSIP projects.





Top 20 Intersections* – Cost Impact

City Maintained ROW



Ranking	Road1	Road2	Cost Impact	District
1*	LA QUINTA PL	LEE TREVINO DR	\$19,880,000	7
2	MONTWOOD DR	YARBROUGH DR	\$19,880,000	3 & 7
3	REDD RD	RESLER DR	\$19,820,000	1
4	GEORGE DIETER DR	PELLICANO DR	\$19,300,000	7
5	CAMPBELL ST	MONTANA AVE	\$17,280,000	8
6*	MONTANA AVE	PIEDRAS ST	\$17,220,000	2 & 8
7	LEE TREVINO DR	VISTA DEL SOL DR	\$17,160,000	7
8	HAWKINS BLVD	VISCOUNT BLVD	\$16,760,000	3
9	MESA HILLS DR	SUNLAND PARK DR	\$16,700,000	1
10	ESTHER LAMA DR	GEORGE DIETER DR	\$16,180,000	6 & 7
11*	LEE TREVINO DR	TRAWOOD DR	\$15,080,000	7
12	ARTCRAFT RD	UPPER VALLEY RD	\$14,680,000	3
13	AIRWAY BLVD	EDGEMERE BLVD	\$14,560,000	3
14	PELLICANO DR	PULLMAN DR	\$14,160,000	6
15	KANSAS ST	MISSOURI AVE	\$14,100,000	8
16	DIANA DR	RAILROAD DR	\$13,640,000	2
17	GEORGE DIETER DR	TRAWOOD DR	\$13,640,000	6
18	REDD RD	WESTWIND DR	\$13,640,000	1
19	EDGEMERE BLVD	YARBROUGH DR	\$13,520,000	3
20	COPIA ST	MONTANA AVE	\$13,060,000	2

*Existing Project





Top 20 Intersections – Cost of Impact vs Collision Total

*City Maintained ROW



13

Rank by Cost	Road1	Road2	Total \$	Rank by Total Collision	Total #
1*	LA QUINTA PL	LEE TREVINO DR	\$19,880,000	20	54
2	MONTWOOD DR	YARBROUGH DR	\$19,880,000	13	73
3	REDD RD	RESLER DR	\$19,820,000	2	118
4	GEORGE DIETER DR	PELLICANO DR	\$19,300,000	3	117
5	CAMPBELL ST	MONTANA AVE	\$17,280,000	24	48
6*	MONTANA AVE	PIEDRAS ST	\$17,220,000	16	67
7	LEE TREVINO DR	VISTA DEL SOL DR	\$17,160,000	4	94
8	HAWKINS BLVD	VISCOUNT BLVD	\$16,760,000	10	78
9	MESA HILLS DR	SUNLAND PARK DR	\$16,700,000	1	140
10	ESTHER LAMA DR	GEORGE DIETER DR	\$16,180,000	14	73
11*	LEE TREVINO DR	TRAWOOD DR	\$15,080,000	5	85
12	ARTCRAFT RD	UPPER VALLEY RD	\$14,680,000	6	82
13	AIRWAY BLVD	EDGEMERE BLVD	\$14,560,000	15	72
14	PELLICANO DR	PULLMAN DR	\$14,160,000	25	44
15	KANSAS ST	MISSOURI AVE	\$14,100,000	23	50
16	DIANA DR	RAILROAD DR	\$13,640,000	30	32
17	GEORGE DIETER DR	TRAWOOD DR	\$13,640,000	19	58
18	REDD RD	WESTWIND DR	\$13,640,000	26	43
19	EDGEMERE BLVD	YARBROUGH DR	\$13,520,000	17	65
20	COPIA ST	MONTANA AVE	\$13,060,000	21	51
*Existing projects			BOLD – Top 10 Intersections Being Analyzed		

Proposed Improvement Process

14

Collision Diagram Analysis

Review Existing Projects + Signal Timing

Site Investigation

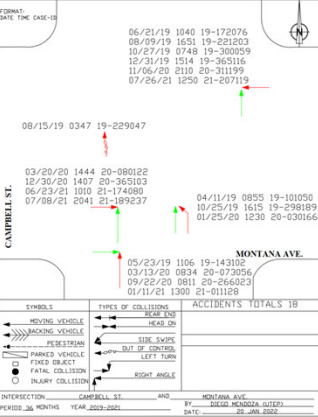
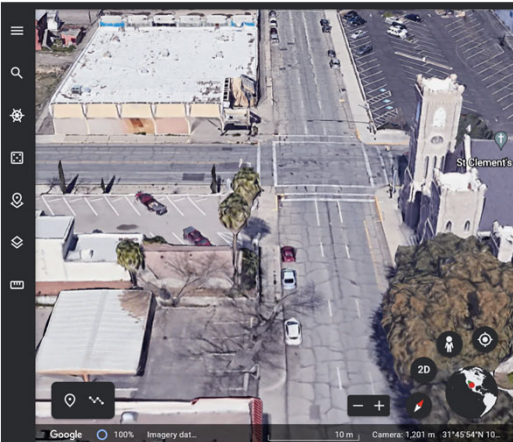
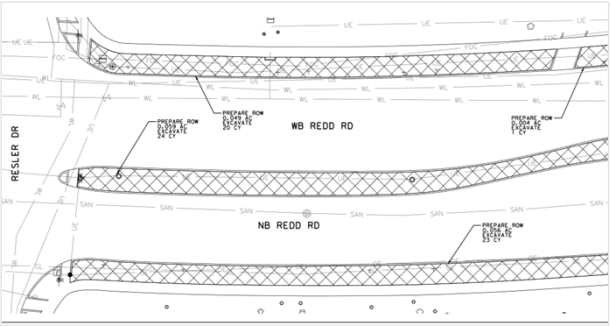
30 Contributing Factors (Investigator's Option)		31 Vehicle Defects (Investigator's Option)		Environmental and Roadway Conditions									
Unit	Category	Yes/No/Code	Contributor	Yes/No/Code	32 Weather Cond.	33 Light Cond.	34 Pedestrian	35 Roadway Type	36 Roadway Alignment	37 Surface Condition	38 Traffic Control	39	40
1	16				1	1	97	1	1	1	1	17	

Investigator's Narrative Opinion of What Happened (Must Include Driver's Name(s))

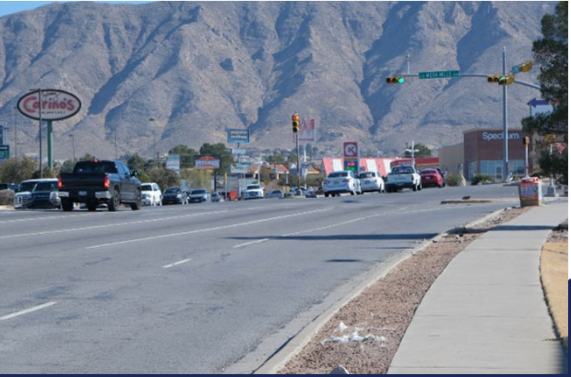
500 Montana is a four lane, two way, roadway for east and west bound traffic. 800 North Campbell is a three lane, one way, roadway for north bound traffic. Unit #1 was traveling west bound on the #1 lane. Unit #2 was traveling north bound on the #2 lane. The driver of unit #1 advised he was traveling north bound and when he was passing through the intersection he felt the impact. The driver of unit #2 stated she was traveling west bound and when she was going to pass through the intersection she observed unit #2. The driver of unit #1 advised she was not able to stop and collided into unit #2. The driver of unit #1 stated she did not pay attention that the traffic light was red. The driver of unit #2 was cited for a red light violation causing the collision. No injuries were reported and no witnesses were found at the scene.

Field Diagram: Not to Scale

Not To Scale



CITY OF EL PASO STREETS AND MAINTENANCE TRAFFIC SIGNAL TIMING SHEET												
LOCATION	MONTANA & CAMPBELL											
SYSTEM ID	100											
ADDRESS	3.5-100											
Table A: Controller Timing Information												
	Phase 1 MONTANA E	Phase 2 CAMPBELL NB	Phase 3	Phase 4 MONTANA W	Phase 5 CAMPBELL SB	Phase 6	Phase 7	Phase 8				
Internal Name	PHASE 1	PHASE 2		PHASE 3	PHASE 4		PHASE 5	PHASE 6				
Minimum Green	15	15		15	15		15	15				
Vehicle Detection Gap	2	2		2	2		2	2				
Maximum Green	30	30		30	30		30	30				
Yellow Change Interval	2	2		2	2		2	2				
Red Clearance Interval	2	2		2	2		2	2				
Pedestrian Walk	15	15		15	15		15	15				
Pedestrian Change Interval	15	15		15	15		15	15				
Pedestrian Full Clearance	15	15		15	15		15	15				
Detector Input	DETECT	DETECT		DETECT	DETECT		DETECT	DETECT				
Detector Memory	DETECT	DETECT		DETECT	DETECT		DETECT	DETECT				
Conflict Path	DETECT	DETECT		DETECT	DETECT		DETECT	DETECT				
Reset Path	DETECT	DETECT		DETECT	DETECT		DETECT	DETECT				
Table B: Coordinator Settings (See PDF)		Table C: Coordinator Settings (See PDF)		Table D: Coordinator Settings (See PDF)		Table E: Coordinator Settings (See PDF)		Table F: Coordinator Settings (See PDF)				
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table G: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table H: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table I: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table J: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table K: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table L: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table M: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table N: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table O: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table P: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table Q: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table R: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	
Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	Coord Phase 2	PHASE 3	PHASE 4	
Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	Coord Phase 3	PHASE 5	PHASE 6	
Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	Coord Phase 4	PHASE 7	PHASE 8	
CAMPBELL NB	44	01	44	01	44	01	44	01	44	01	44	01
MONTANA EWB	44	01	44	01	44	01	44	01	44	01	44	01
No Phases on the Street												
Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	Coord Check	YES	YES	
Table S: Coordinator Settings (See PDF)												
Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	Timing	Plan 1	Plan 2	
Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2	Coord Phase 1	PHASE 1	PHASE 2				



Collision Diagram Analysis

15

Review Crash Report (State Database)

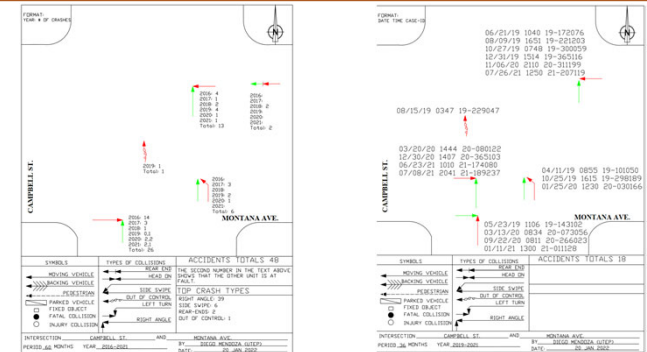
32 Contributing Factors Investigator's Opinion		33 Vehicle Defects Investigator's Opinion		Environmental and Roadway Conditions									
Unit #	Contributing	Any Motor Vehicle	Contributing	Any Motor Vehicle	38 Weather Cond.	39 Light Cond.	40 Existing Roadway	41 Roadway Type	42 Roadway Alignment	43 Surface Condition	44 Traffic Control		
1	16				1	1	97	1	1	1	17		

Investigator's Narrative Opinion of What Happened
(Check Additional Sheets if Necessary)

500 Montana is a four lane, two way, roadway for east and west bound traffic. 600 North Campbell is a three lane, one way, roadway for north bound traffic. Unit #1 was traveling west bound on the #1 lane. Unit #2 was traveling south bound on the #1 lane. The driver of unit #2 advised he was traveling south bound and when he was passing through the intersection he felt the impact. The driver of unit #1 stated she was traveling west bound and when she was going to pass through the intersection she observed unit #2. The driver of unit #1 advised she was not able to stop and collided into unit #2. The driver of unit #1 stated she did not pay attention that the traffic light was red. The driver of unit #1 was cited for a red light violation causing the collision. No injuries were reported and no witnesses were found at the scene.

Not To Scale

Crash Diagram Summary (2016 – 2021)



Major Findings

Rear-end

Contributing Factors:

- Speeding
- Driver Inattention
- Tailgating

Left-Turn

Contributing Factors:

- Failed to Yield ROW
- Speeding
- Driver Inattention

Right Angle

Contributing Factors:

- Disregard Traffic Signal
- Speeding
- Driver Inattention



Sample Countermeasure Toolkit

In addition to FHWA Proven Safety Countermeasures

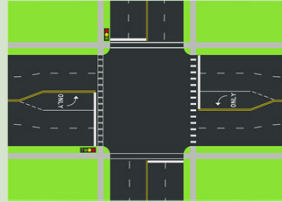
Tier 1



Tree trimming



Install signs



Refresh markings



Install Backplates

- Realign/add signal heads
- Replace + extend cross arms
- Standardize crosswalks (Schools → Citywide)
- Rumble strips*

Tier 2

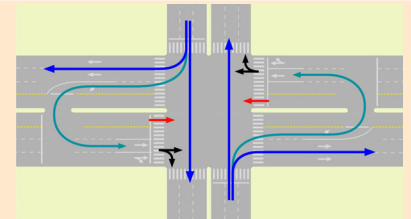
Speed Feedback Sign



Flashing Warning Sign

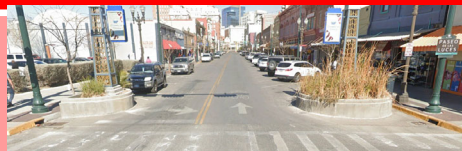
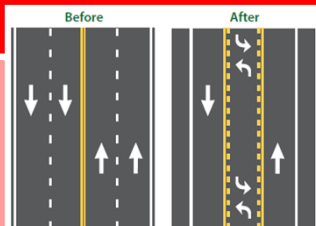


Restrict Turning Movements



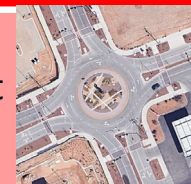
Tier 3

Lane Reduction / Road Diet



Curb Extensions

Roundabout



Complete Street



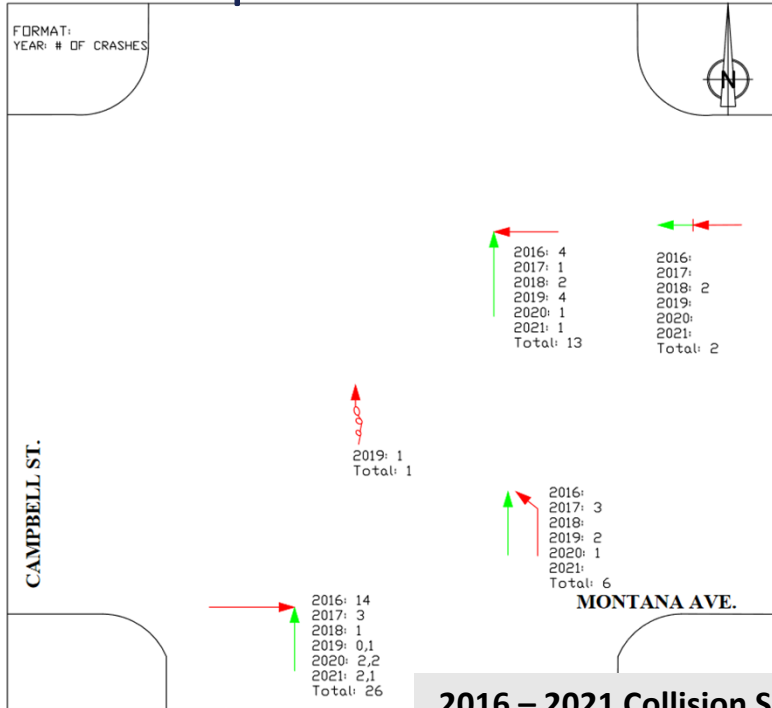


Joint Proposed Improvements

5. Campbell St and Montana Ave – Existing Conditions



17



2016 – 2021 Collision Summary

Right Angle	39	81%
Sideswipe	6	13%
Rear-end	2	4%
Lost Control	1	2%
TOTAL	48	

Contributing Factors

- Speeding
- Inattention
- Disregard Traffic Signal

Ranking 5

District 8

LEGEND

↑ Direction of traffic

Joint Proposed Improvements

5. Campbell St and Montana Ave – Proposed Improvements

18

Campbell St. (northbound)
EXISTING



Campbell St. (northbound)
PROPOSED



1. Replace mast arm with longer arm
2. Add signal head
3. Add backplates to signal heads
4. Add lane assignment signs

ALL
APPROACHES



Tier 1



Joint Proposed Improvements

5. Campbell St and Montana Ave – Proposed Improvements

19

Montana Ave (eastbound)
EXISTING



Montana Ave (eastbound)
PROPOSED



Install Speed Feedback Sign

Joint Proposed Improvements

5. Campbell St and Montana Ave – Proposed Improvements

20

1. Repaint all pavement markings
2. Install curb extensions

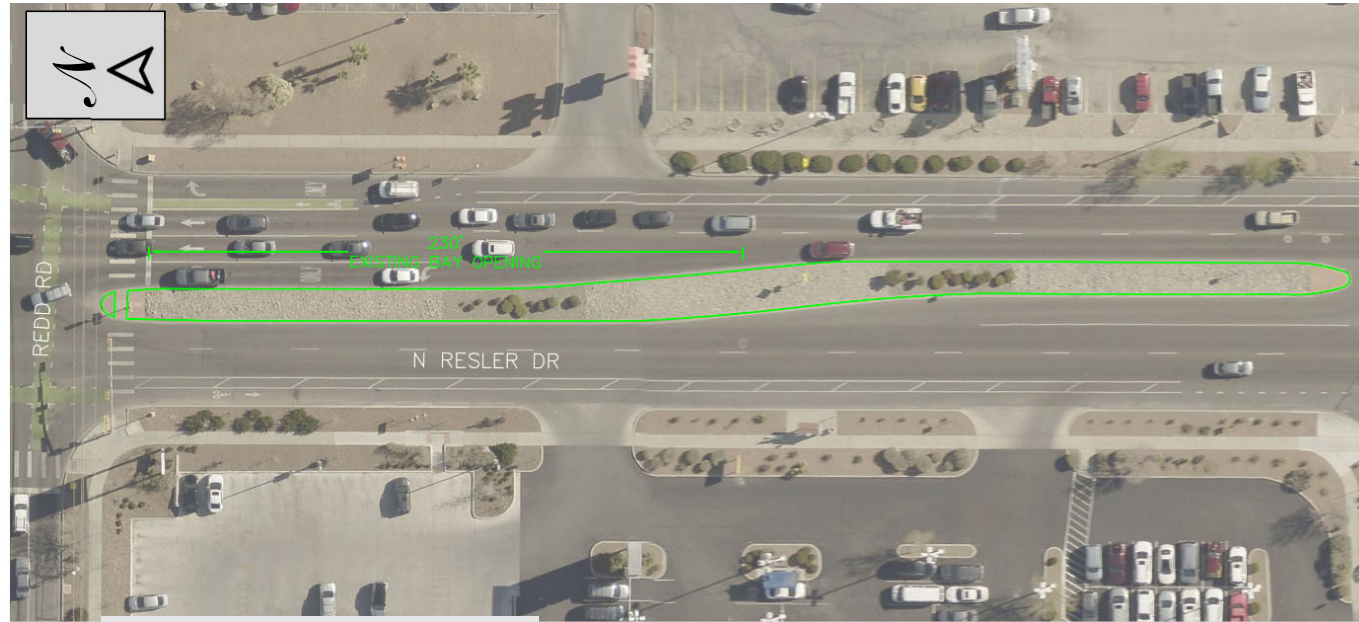
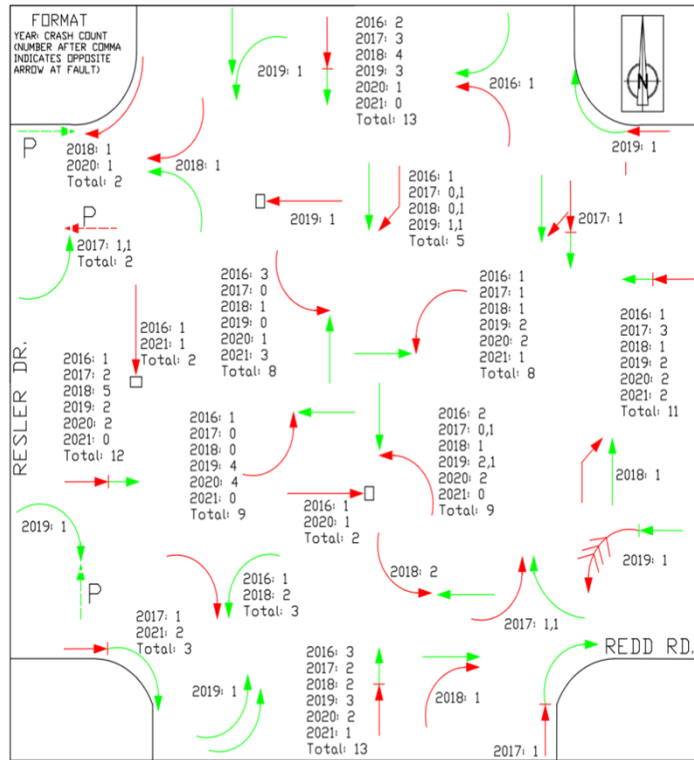
Tier 1

Tier 3



Joint Proposed Improvements

3. Redd Rd & Resler Dr – Existing Conditions



2016 – 2021 Collision Summary

Rear-end	56	47%
Sideswipe	6	5%
Left-turn	48	41%
Other	8	7%
TOTAL	118	

Contributing Factors

- Speeding
- Inattention

Ranking 3

District 1

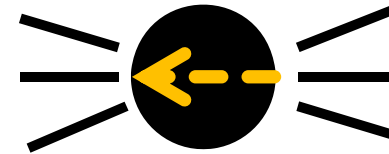


Joint Proposed Improvements

3. Redd Rd & Resler Dr – Proposed Improvements

Tier 1

- Refresh/Install Pavement Marking
- Install raised pavement markers (RPMs)
- Backplates
- Install flashing yellow left turn arrow + signs
- Install at-grade islands (striping + RPMs)



Tier 2

- Install raised medians

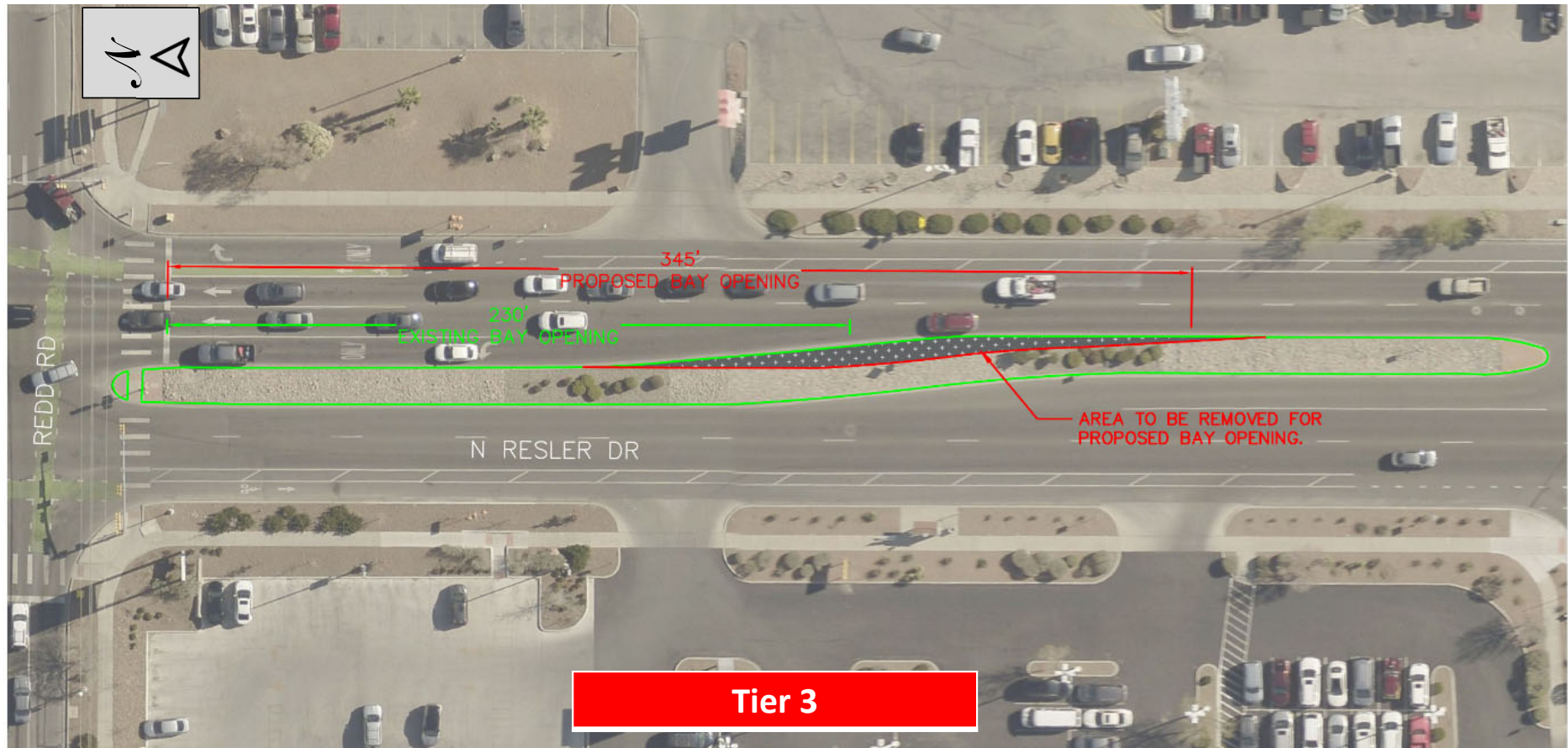


2019 Resurfacing Project at Redd & Resler



Joint Proposed Improvements

3. Redd Rd & Resler Dr – Proposed Improvements: Extend Left Turn Bay



Next Steps

Milestone: May 17, 2022

- ❖ Final Report
 - ❖ Countermeasures (Tiers 1 -3)
 - ❖ Conceptual renderings
 - ❖ Preliminary cost estimate
 - ❖ Finalized Benefit-Cost Analysis
- ❖ Future partnership





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

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



Visión

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



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas

Backup



Top 20 Intersections – Collision Total

City Maintained ROW



Ranking (#)	Road1	Road2	TOTAL	Fatal	Serious	Minor	Unknown	District
1	MESA HILLS DR	SUNLAND PARK DR	140	0	1	25	114	8
2	REDD RD	RESLER DR	118	0	1	31	86	1
3	GEORGE DIETER DR	PELLICANO DR	117	0	1	30	86	7
4	LEE TREVINO DR	VISTA DEL SOL DR	94	0	0	33	61	7
5	LEE TREVINO DR	TRAWOOD DR	85	0	0	29	56	7
6	ARTCRAFT RD	UPPER VALLEY RD	82	0	2	14	66	1
7	EDGEMERE BLVD	TIERRA ESTE RD	82	0	0	25	57	5
8	LEE TREVINO DR	ROJAS DR	81	0	1	18	62	7
9	EDGEMERE BLVD	GEORGE DIETER DR	81	0	0	21	60	3 & 5
10	HAWKINS BLVD	VISCOUNT BLVD	78	0	2	18	58	3
11	VISTA DEL SOL DR	YARBROUGH DR	78	1	0	16	61	7
12	MONTWOOD DR	TRAWOOD DR	76	0	0	24	52	6
13	MONTWOOD DR	YARBROUGH DR	73	2	0	24	47	3 & 7
14	ESTHER LAMA DR	GEORGE DIETER DR	73	0	1	24	48	6 & 7
15	AIRWAY BLVD	EDGEMERE BLVD	72	0	0	28	44	3
16	MONTANA AVE	PIEDRAS ST	67	0	1	26	40	2 & 8
17	EDGEMERE BLVD	YARBROUGH DR	65	0	0	26	39	3
18	AIRWAY BLVD	BOEING DR	59	0	2	10	47	3
19	GEORGE DIETER DR	TRAWOOD DR	58	1	1	12	44	6
20	LA GUAYNITA PI	LEE TREVINO DR	54	0	2	24	28	7

Top 20 Intersections – Cost Impact

City Maintained ROW



Ranking (\$)	Road1	Road2	Cost Impact	District
1*	LA QUINTA PL	LEE TREVINO DR	\$19,880,000	7
2	MONTWOOD DR	YARBROUGH DR	\$19,880,000	3 & 7
3	REDD RD	RESLER DR	\$19,820,000	1
4	GEORGE DIETER DR	PELLICANO DR	\$19,300,000	7
5	CAMPBELL ST	MONTANA AVE	\$17,280,000	8
6*	MONTANA AVE	PIEDRAS ST	\$17,220,000	2 & 8
7	LEE TREVINO DR	VISTA DEL SOL DR	\$17,160,000	7
8	HAWKINS BLVD	VISCOUNT BLVD	\$16,760,000	3
9	MESA HILLS DR	SUNLAND PARK DR	\$16,700,000	1
10	ESTHER LAMA DR	GEORGE DIETER DR	\$16,180,000	6 & 7
11*	LEE TREVINO DR	TRAWOOD DR	\$15,080,000	7
12	ARTCRAFT RD	UPPER VALLEY RD	\$14,680,000	3
13	AIRWAY BLVD	EDGEMERE BLVD	\$14,560,000	3
14	PELLICANO DR	PULLMAN DR	\$14,160,000	6
15	KANSAS ST	MISSOURI AVE	\$14,100,000	8
16	DIANA DR	RAILROAD DR	\$13,640,000	2
17	GEORGE DIETER DR	TRAWOOD DR	\$13,640,000	6
18	REDD RD	WESTWIND DR	\$13,640,000	1
19	EDGEMERE BLVD	YARBROUGH DR	\$13,520,000	3
20	CORIA ST	MONTANA AVE	\$13,060,000	2



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-449, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

Fire, Chief Mario D'Agostino, (915) 212-5605

AGENDA LANGUAGE:

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

Presentation on Community Health.

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: N/A
CONTACT PERSON/PHONE: Mario D'Agostino, Fire Chief (915) 212-5605
DISTRICT(S) AFFECTED: All Districts
STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City
SUBGOAL: 2.3 – Increase Public Safety Operational Efficiency

SUBJECT:

Presentation on Community Health

BACKGROUND / DISCUSSION:

Presentation on Community Health

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING: N/A

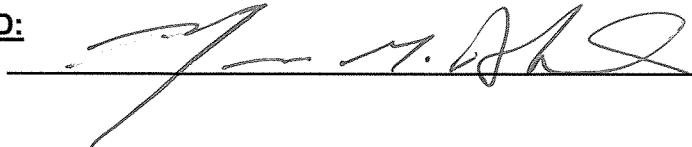
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso Fire Department

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:





El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-466, Version: 3

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Budget Update - Presentation by the El Paso Central Appraisal District

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Budget Update – Presentation by the El Paso Central Appraisal District

BACKGROUND / DISCUSSION:

Budget Update – Presentation by the El Paso Central Appraisal District

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-355, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Update on the state of homelessness in El Paso.

[POSTPONED FROM 04-12-2022]

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

AGENDA DATE: April 12, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

SUBGOAL: Goal 8.1 – Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.
Update on the state of homelessness in El Paso.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This is a quarterly update to the City Council on the state of homelessness in El Paso.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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



Legislation Text

File #: 22-447, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 3

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

Planning and Inspections, David C. Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) 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: 175 Midway Drive

Applicant: Ysleta Independent School District, PZRZ21-00027

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: May 24, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David C. Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of being all of Tract 1D, U.S. Government Parcel #6, and a portion of Tract 14-A, and Tract 15-B, Block 27, Ysleta Grant, 175 Midway Drive, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) and C-4 (Commercial) 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: 175 Midway Drive
Applicant: Ysleta Independent School District, PZRZ21-00027

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) and imposing conditions to allow for the continued use of a school. City Plan Commission recommended 8-0 to approve the proposed rezoning on February 10, 2022. As of April 19, 2022 the Planning Division has received no communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF BEING ALL OF TRACT 1D, U.S. GOVERNMENT PARCEL #6, AND A PORTION OF TRACT 14-A, AND TRACT 15-B, BLOCK 27, YSLETA GRANT, 175 MIDWAY DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) AND C-4 (COMMERCIAL) 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 *being a portion of Tract 1D, U.S. Government Parcel #6, and a portion of Tracts 14-A, 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant, 175 Midway 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) and C-4 (Commercial)** 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. *Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.*
2. *Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.*

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 _____, 2022.

THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor

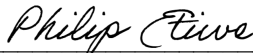
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

Zoning Case No: PZRZ21-00027

Exhibit "A"

A portion of Tract 1, U.S. Government
Parcel #6 and a Portion of Tracts 14-A
14-A-1, 14-C-4 and Tract 15-B,
Block 27, Ysleta Grant
City of El Paso, El Paso County, Texas
June 30, 2021

METES AND BOUNDS DESCRIPTION

175 Midway Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of Tract 1D, U.S. Government Parcel #6 and a portion of Tracts 14-A, 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant, 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 cotton spindle at the intersection of Midway Drive (120' R.O.W.) and Student Place (60' R.O.W.); **THENCE**, along center right-of-way line of Student Place, North $14^{\circ}04'31''$ West, a distance of 80.00 feet to a point along the said center right-of-way line; **THENCE**, leaving said center right-of-way line, North $75^{\circ}55'29''$ East, a distance of 30.00 feet to a point for corner at the easterly right-of-way line of Student Place and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said easterly right-of-way line of Student Place and Tract 1D, U.S. Government Parcel #6 and Tracts 14-A and 15-B, Ysleta Grant Surveys, North $14^{\circ}04'31''$ West, a distance of 501.16 feet to a point for corner;

THENCE, leaving said easterly right-of-way line of Student Place, 37.75 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $108^{\circ}08'00''$, whose chord bears North $39^{\circ}59'29''$ East, a distance of 32.39 feet to a found Chiseled "X" for corner at the southerly right-of-way line of Vocational Drive (R.O.W. Varies);

THENCE, along said southerly right-of-way line of Vocational Drive, South $85^{\circ}56'31''$ East, a distance of 113.33 feet to a point for corner along said southerly right-of-way line;

THENCE, continuing along said southerly right-of-way line of Vocational Drive, 47.80 feet along the arc of a curve to the right whose radius is 127.84 feet, whose interior angle is $21^{\circ}25'30''$, whose chord bears North $83^{\circ}20'44''$ East, a distance of 47.53 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the southerly right-of-way line of Vocational Drive;

THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 14-A, 14-C-1, 14-C-2, 14-C-3, 15-B, South $14^{\circ}04'31''$ East, a distance of 156.80 feet to a point for corner;

THENCE, South $46^{\circ}56'31''$ East, a distance of 321.38 feet to a point for corner at the common boundary line and Tract 14-A-1 and the northerly right-of-way line of Midway Drive;

THENCE, along said northerly right-of-way of Midway Drive, 258.22 feet along the arc of a curve to the right whose radius is 450.00 feet, whose interior angle is $32^{\circ}52'38''$, whose chord bears South $59^{\circ}30'21''$ West, a distance of 254.69 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the northerly right-of-way line of Midway Drive;

THENCE, along said northerly right-of-way line of Midway Drive and Tract 1, U.S. Government Parcel #6, South $75^{\circ}55'44''$ West, a distance of 91.18 feet to a point for corner;

THENCE, leaving said northerly right-of-way line, 31.41 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $89^{\circ}59'46''$, whose chord bears North $59^{\circ}04'23''$ West, a distance of 28.28 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 124,318.51 square feet or 2.8539 acres of land more or less.

Carlos M. Jimenez
R.P.L.S.# 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\175 Midway (A).wpb



IMPROVEMENT SURVEY

PORTION OF TRACT 1, US GOVERNMENT PARCEL #6,
AND A PORTION OF TRACTS 14-A, 14-A-1, 14-C-4
AND TRACT 15-B, BLOCK 27
YSLETA GRANT SURVEYS
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 124,318.51 SQ.FT. OR 2.8539 ACRES±

METES AND BOUNDS DESCRIPTION

175 Midway Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tract 1, U.S. Government Parcel #6 and a portion of Tract 14-A, 14-A-1, 14-C-4 and Tract 15-B, Block 27, Ysleta Grant Surveys, 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 cotton spindle at the intersection of Midway Drive (120' R.O.W.) and Student Place (60' R.O.W.); THENCE, along center right-of-way line of Student Place, North 14°04'31" West, a distance of 80.00 feet to a point along the said center right-of-way line; THENCE, leaving said center right-of-way line, North 75°55'29" East, a distance of 30.00 feet to a point for corner at the easterly right-of-way line of Student Place and the POINT OF BEGINNING of the herein described parcel;

THENCE, along said easterly right-of-way line of Student Place and Tract 1 U.S. Government Parcel #6 and Tracts 14-A and 15-B, Ysleta Grant Surveys, North 14°04'31" West, a distance of 501.16 feet to a point for corner;

THENCE, leaving said easterly right-of-way line of Student Place, 37.75 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 108°08'00", whose chord bears North 39°59'29" East, a distance of 32.39 feet to a found Chiseled "X" for corner at the southerly right-of-way line of Vocational Drive (R.O.W. Varies);

THENCE, along said southerly right-of-way line of Vocational Drive, South 85°56'31" East, a distance of 113.33 feet to a point for corner along said southerly right-of-way line;

THENCE, continuing along said southerly right-of-way line of Vocational Drive, 47.80 feet along the arc of a curve to the right whose radius is 127.84 feet, whose interior angle is 21°25'30", whose chord bears North 83°20'44" East, a distance of 47.53 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the southerly right-of-way line of Vocational Drive;

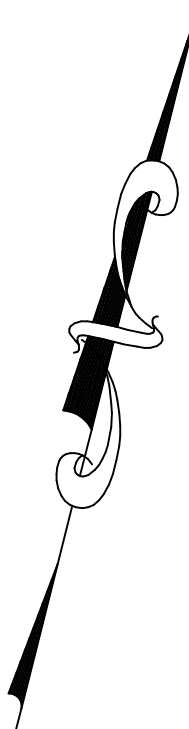
THENCE, leaving said southerly right-of-way line and along the common boundary line of Tracts 14-A, 14-C-1, 14-C-2, 14-C-3, 15-B, South 14°04'31" East, a distance of 156.80 feet to a point for corner;

THENCE, South 46°56'31" East, a distance of 321.38 feet to a point for corner at the common boundary line of and Tracts 14-A-1 and the northerly right-of-way line of Midway Drive;

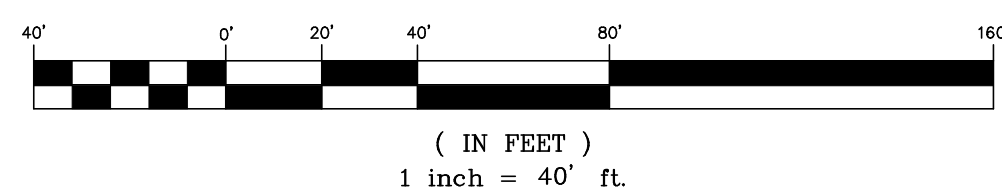
THENCE, along said northerly right-of-way of Midway Drive, 258.22 feet along the arc of a curve to the right whose radius is 450.00 feet, whose interior angle is 32°52'38", whose chord bears South 59°30'21" West, a distance of 254.69 feet to a point for corner at the common boundary line of Tracts 14-A and 14-C-1 and the northerly right-of-way line of Midway Drive;

THENCE, along said northerly right-of-way line of Midway Drive and Tract 1 U.S. Government Parcel #6, South 75°55'44" West, a distance of 91.18 feet to a point for corner;

THENCE, leaving said northerly right-of-way line, 31.41 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is 89°59'46", whose chord bears North 59°04'23" West, a distance of 28.28 feet to the POINT OF BEGINNING of the herein described parcel and containing 124,318.51 square feet or 2.8539 acres of land more or less.

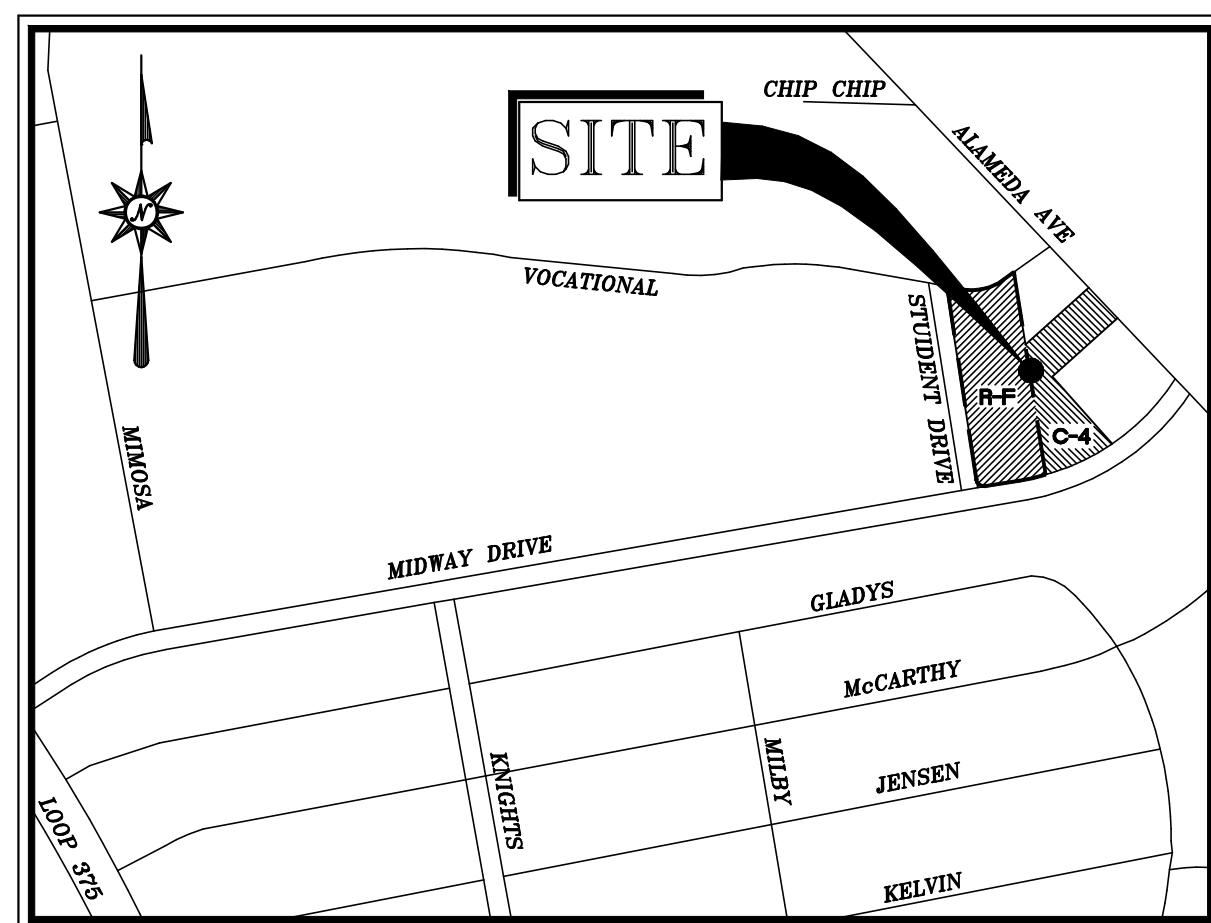


GRAPHIC SCALE



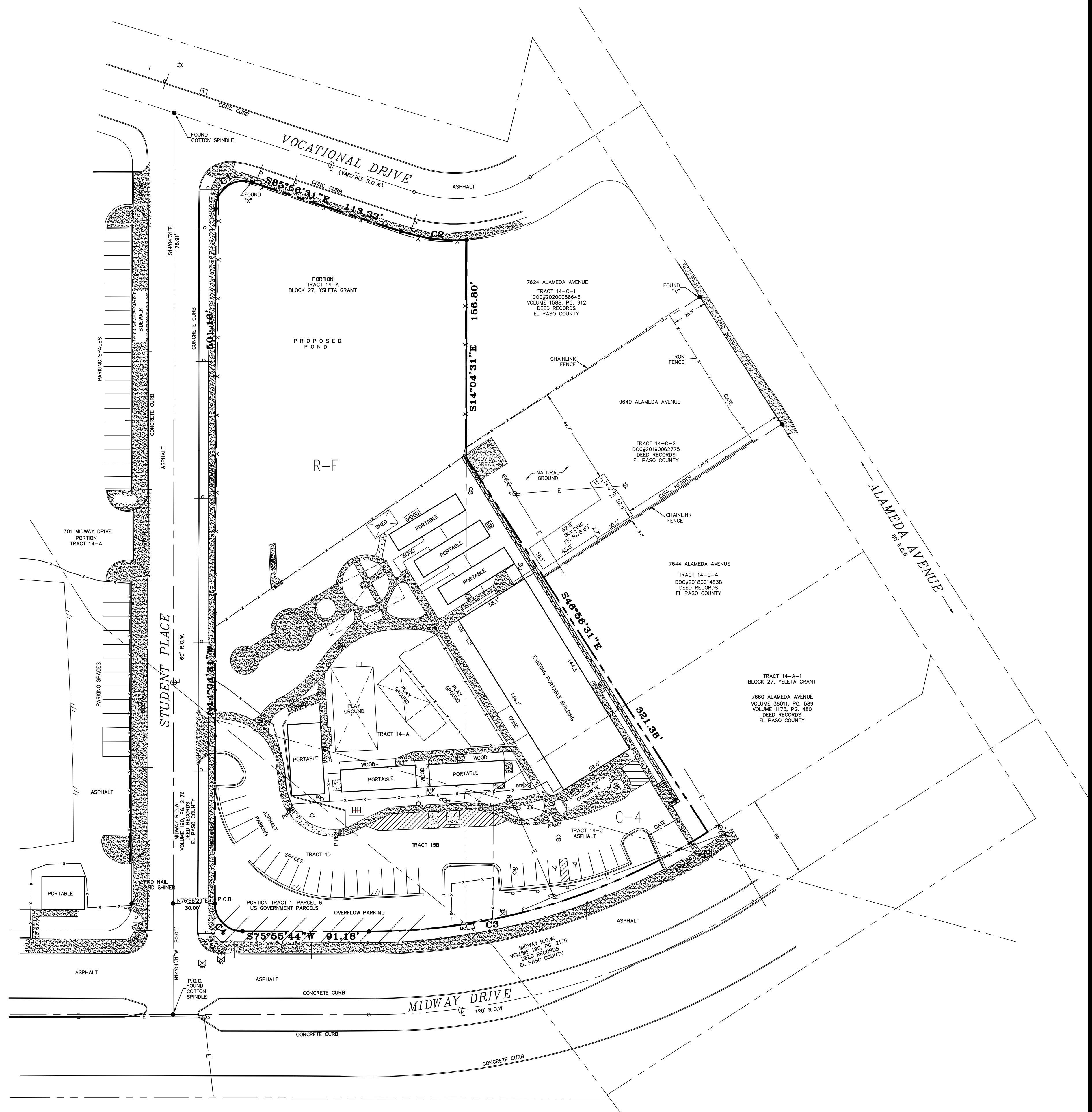
LOCATION MAP

SCALE 1"= 600'



CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	37.75	20.00	108°08'00"	N39°59'29"E	32.39
C2	47.80	127.84	21°25'30"	N83°20'44"E	47.53
C3	258.22	450.00	32°52'38"	S59°30'21"W	254.69
C4	31.41	20.00	89°59'46"	N59°04'23"W	28.28

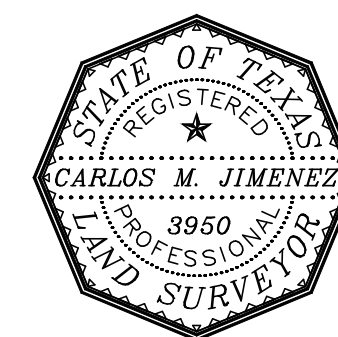
LEGEND	
☆ LP	= LIGHT POLE
⊙ WM	= WATER METER
⊙ MH	= MANHOLE
⊙ MC	= METAL COVER
⊙ CO	= CLEAN OUT
⊙ WB	= WATER BOX
⊙ FH	= FIRE HYDRANT
⊙ S	= SIGN
⊙ T	= TELEPHONE BOX
⊙ P	= POWER POLE
⊙ B	= BACKFLOW PREVENTER
⊙ G	= GUY WIRE
⊙	= GUARD POST
⊙	= OVERHEAD ELECTRIC
⊙	= HANDICAP PARKING
⊙	= ROCKWALL
⊙	= CHAINLINK FENCE



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CAD CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 503
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

NOTE(S):
1) ACCORDING TO THE FLOOD INSURANCE RATE MAP
HEREON DESCRIBED TRACT LIES IN ZONE X
COMMUNITY PANEL NO. 480214-0045-C, DATED 02-18-06



CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND
IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME
OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF.
CARLOS M. JIMENEZ R.P.L.S. No. 3950

175 Midway Drive

City Plan Commission — February 10, 2022

REZONING



CASE NUMBER: PZRZ21-00027
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: Ysleta Independent School District
REPRESENTATIVE: CAD Consulting Co.
LOCATION: 175 Midway Dr. (District 3)
PROPERTY AREA: 2.15 acres
REQUEST: Rezone from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial)
RELATED APPLICATIONS: SUSU21-00097 - Major Combination application
PUBLIC INPUT: One (1) call of inquiry as of February 3, 2022

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) to consolidate the school property into one zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request subject to the following conditions:

1. Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.
2. Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.

The C-1 zoning recommendation is compatible with the surrounding residential and commercial zone districts.. Further, the proposed use and future development meets the intent of the G3, Post-War land use designation of Plan El Paso, the City's adopted Comprehensive Plan in the Mission Valley Planning area.

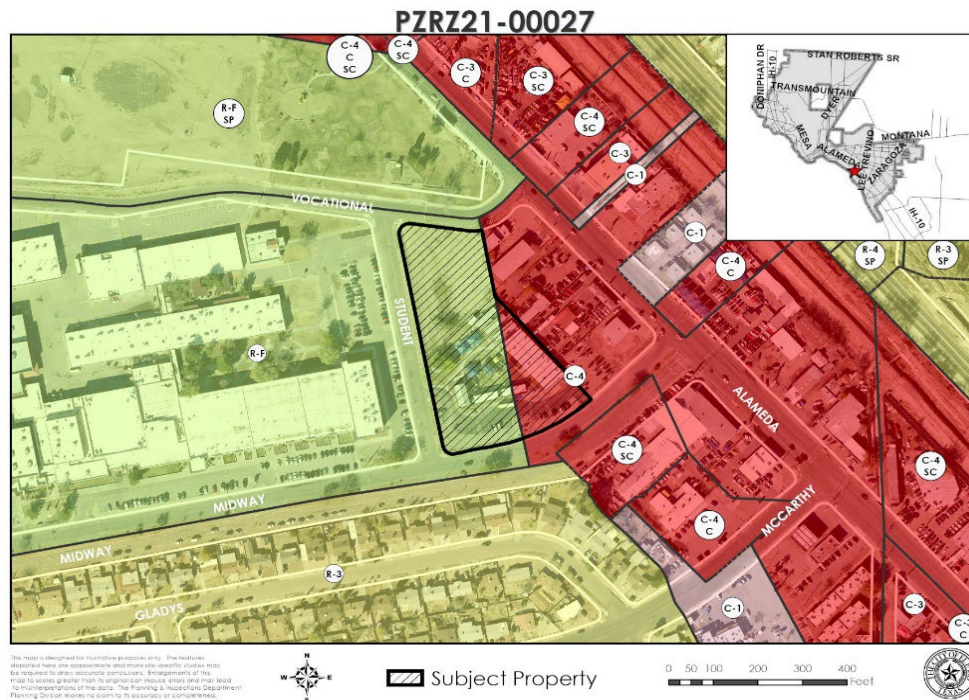


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone approximately 2.15 acres of land from R-F (Ranch and Farm) and C-4 (Commercial) to C-1 (Commercial) to allow for the continued use of a school. The property is located at 175 Midway Drive within the Mission Valley Planning area. The existing school site consists of multiple parcels that are currently split-zoned R-F (Ranch and Farm) and C-4 (Commercial). The detailed site plan for the subject property shows a school site containing six (6) existing portable buildings, ranging from 771 to 1,266 square-feet, playgrounds, and an existing private pond site. To assure that the development features a pedestrian-friendly, complete street, staff is recommending a condition requiring that street trees be installed along Student Place, Vocational Drive, and Midway Drive in accordance with El Paso City Code Section 18.46.210 Street tree standards. Access to the subject property is from Midway Drive and Student Place.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed use and future development meets the intent of the G-3, Post-War land use designation of *Plan El Paso* within the Mission Valley Planning area. The nearest park is Riverside Park (0.08 miles) and the subject property is a school: Ysleta Head Start Center. Surrounding properties consist of: to the west is Riverside High School, zoned R-F (Ranch and Farm). To the north is zoned R-F (Ranch and Farm) and consists of vacant land. To the east is zoned C-4 (Commercial) and consists of the remainder of the split-zoned school site – further east is zoned C-4 (Commercial) and features automotive sales and a restaurant. To the south is zoned C-4/sc (Commercial/special contract) and R-3 (Residential) and consists of automotive repair and single-family dwelling uses.

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-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 G-3, Post-War land use designation is compatible with the proposed C-1 (Commercial) zone district and the abutting C-4 (Commercial) district. The existing use of a school is a permitted use in every zoning district; however, this will allow the school site to be consolidated under one zoning district and remain as built and allow future expansion.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>C-1 (Commercial) District: The purpose of the district is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.</p>	<p>Yes, the proposed zoning district is compatible with the surrounding zoning districts. The property to the west is Riverside High School, zoned R-F (Ranch and Farm), to the north is zoned R-F (Ranch and Farm) and consists of vacant land, to the east is zoned C-4 (Commercial) and consists of the remainder of the split-zoned school site – further east is zoned C-4 (Commercial) and features automotive sales and restaurant uses. To the south is zoned C-4/sc (Commercial/special contract) and R-3 (Residential) and consists of automotive repair and single-family residential uses.</p>
<p>Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only</p>	<p>Yes. The development is located in proximity to various public transit facilities. The property has access to Midway Drive, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP).</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
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.	No, the proposed development is not located within any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed use and is permitted in the C-1 (Commercial) zone district.
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.	The area is stable and there has not been any rezonings in the immediate area within the last ten years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning of R-F (Ranch and Farm) requires large setbacks that prohibit future development of the school site. The proposed rezoning to C-1 (Commercial) consolidates the school site under one zone district.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has access from Midway Drive, which is classified as a major arterial and from Student Place, which is classified as a local street on the City of El Paso's Major Thoroughfare Plan (MTP). Both roads are adequate to serve the school site. In addition, water and sanitary sewer service to the school are existing, via a 12-inch diameter water main extending along Student Place, and an existing 8-inch diameter water main extending along Midway Drive, located approximately 25-feet south of the north right-of-way line. There are existing five-foot sidewalks around the perimeter of the school site.

PUBLIC COMMENT: The subject property lies within the Mission Valley Planning area. Notices were mailed to property owners within 300 feet of the subject property on November 30, 2021. As of February 3, 2022, Planning has received one (1) phone call of inquiry, but no communication in support or opposition to the rezoning request.

RELATED APPLICATIONS: SUSU21-00097 - Major Combination application, was approved by the City Plan Commission on December 2, 2021 on a Major Combination basis.

CITY PLAN COMMISSION OPTIONS:

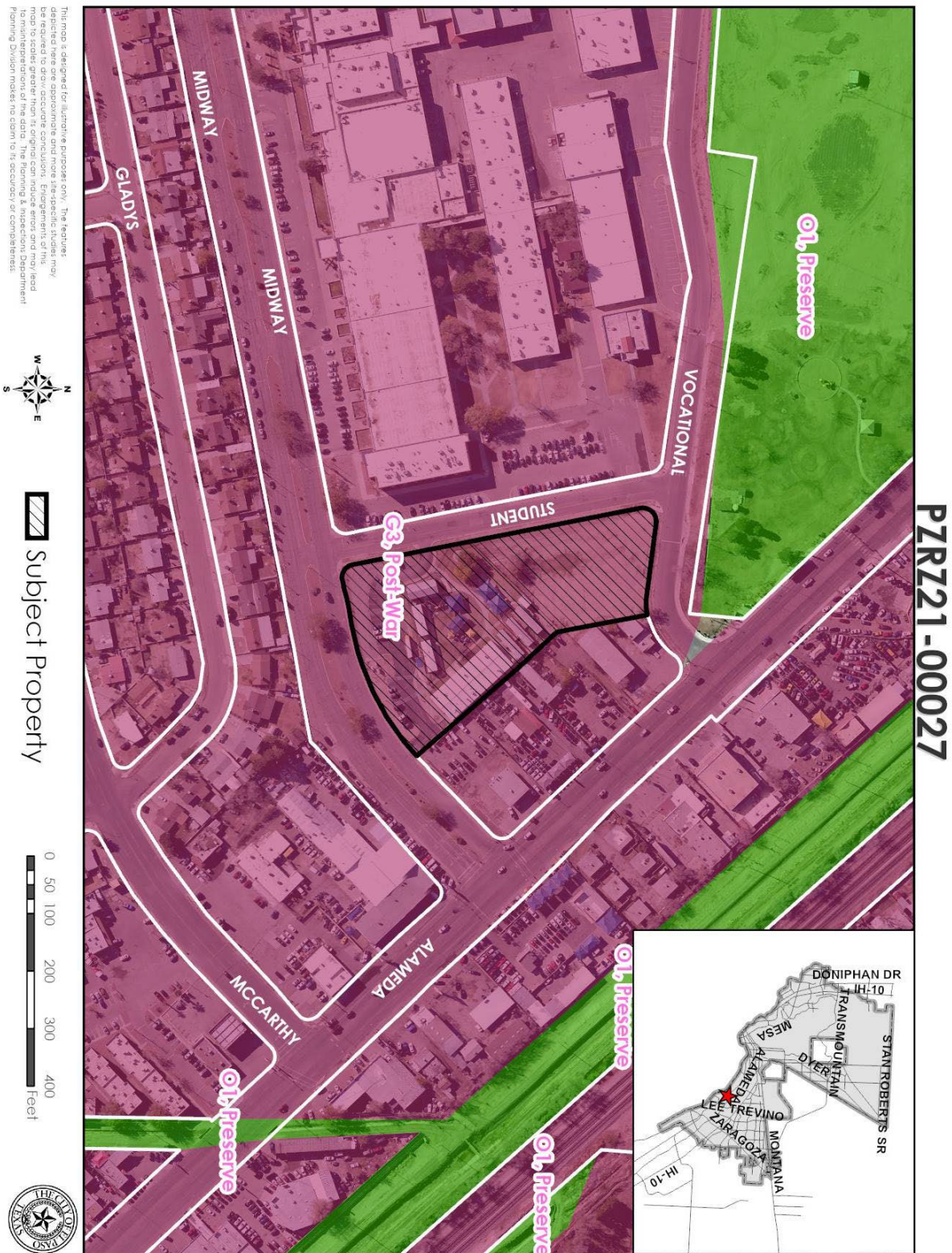
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

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.

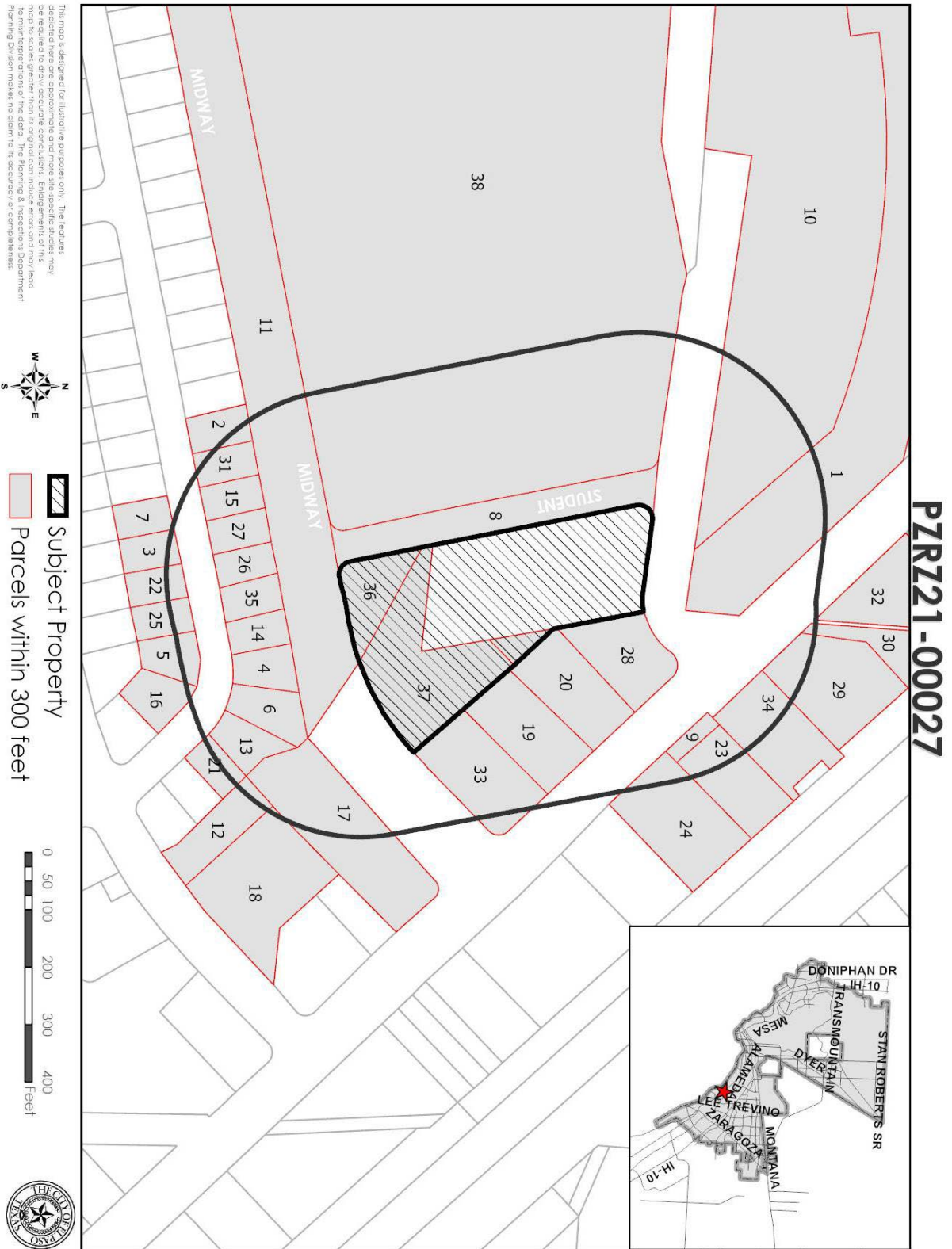
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Detailed Site Plan
4. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 4

Planning and Inspections Department – Planning

Planning recommends approval of the proposed rezoning with the following conditions:

1. *Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.*
2. *Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with El Paso City Code Section 18.46.210 Street tree standards.*

Planning and Inspections Department – Plan Review and Landscaping Division

No objections to proposed rezoning. 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

No objections to proposed rezoning.

Fire Department

Recommend approval - no adverse comments.

Sun Metro

Recommend approval – no objections.

El Paso Water

We have reviewed the subdivision and provide the following comments:

El Paso Water (EPWater) does not object to this request.

Alameda Ave. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Alameda Ave. right-of-way requires written permission from TxDOT.

Water:

There is an existing 12-inch diameter water main extending along Student Pl., located approximately 9-feet west of the east right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main extending along Midway Dr., located approximately 25-feet south of the north right-of-way line. This main is available for service.

There is an existing 12-inch diameter water main extending along Alameda Ave., located approximately 9.5-feet east of the west right-of-way line. This main is available for service.

EPWater records indicate an active 3/4-inch domestic water meter serving the subject property. The service address for this meter is 7640 Alameda Ave.

EPWater records indicate an active 1.5-inch domestic water meter serving the subject property. The service address for this meter is 175 Midway Dr.

Previous water pressure from fire hydrant #2901 located on the northeast corner of the intersection of Midway Dr. and Student Pl. has yield a static pressure of 120 (psi), a residual pressure of 110 (psi), and a discharge of 1,363 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 Midway Dr., located approximately 10-feet north of the south right-of-way line. This main dead-ends approximately 235-feet east of Student Pl. This main is available for service.

There is an existing 18-inch diameter sanitary sewer main extending along Alameda Ave., located approximately 20.5-feet west of the east right-of-way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

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:

EP Water-SW reviewed the property described above and provide the following comments:

1. We have done a 5-Day review on the above site under the subdivision name: Ysleta Head Start Center.
2. The existing ponding area shown, shall remain and have the capacity for a 100-yr. storm event.

El Paso County Water Improvement District #1

EPCWID1 has no comments on the rezoning.

911

The 911 District has no comments/concerns regarding this rezoning.

El Paso Police Dept.

No comments.

Streets and Maintenance Department

No comments received.

Environment Services

No comments received.

Texas Department of Transportation

No comments received.



175 Midway Dr. Rezoning

PZRZ21-00027

Strategic Goal 3.

Promote the Visual Image of
El Paso

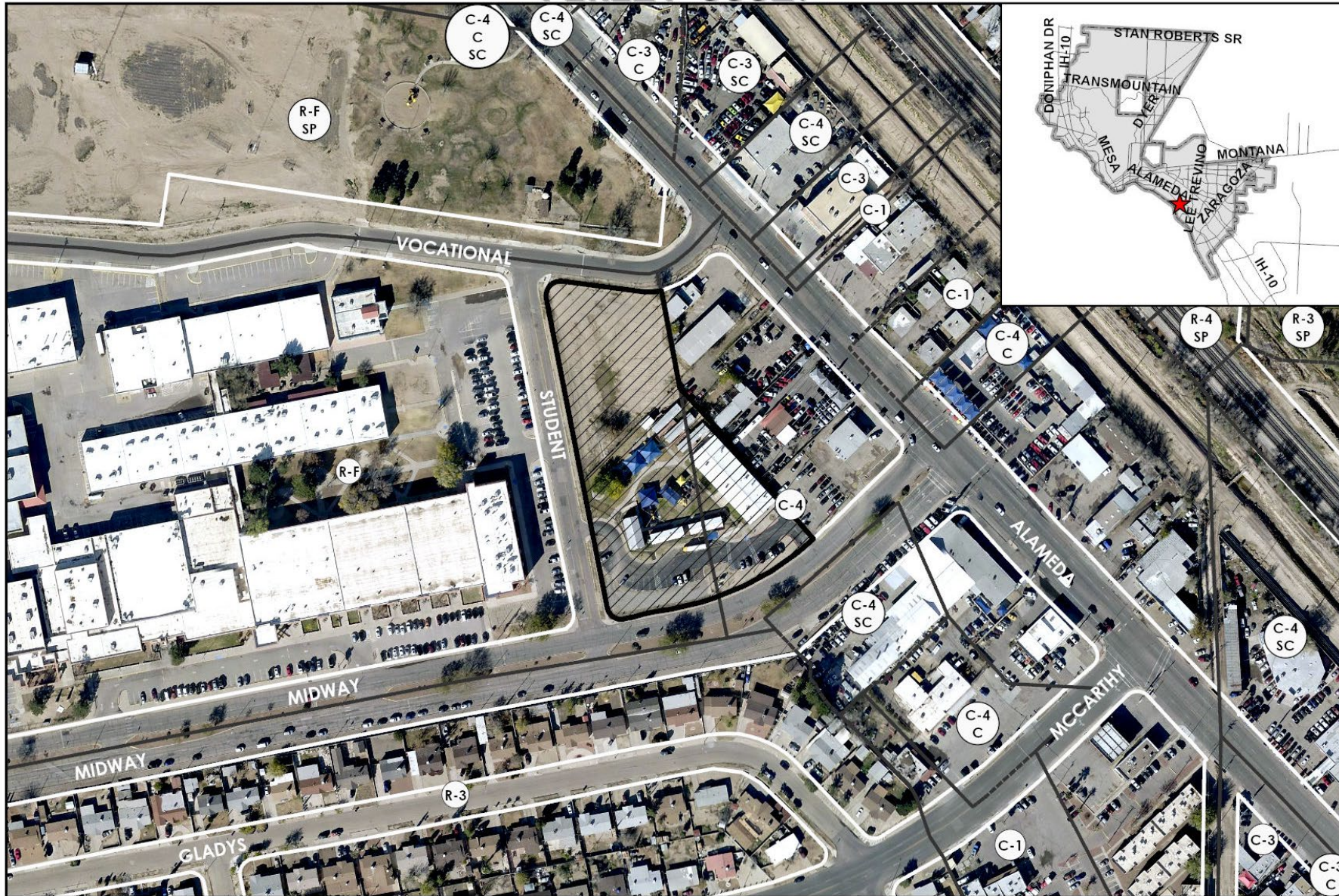




Recommendation

- Staff recommends approval of the rezoning request with conditions;
- City Plan Commission recommends approval (8-0) of the rezoning request, subject to the following conditions:
 1. *Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.*
 2. *Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with Section 18.46.210 Street tree standards.*

PZRZ21-00027



Aerial

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

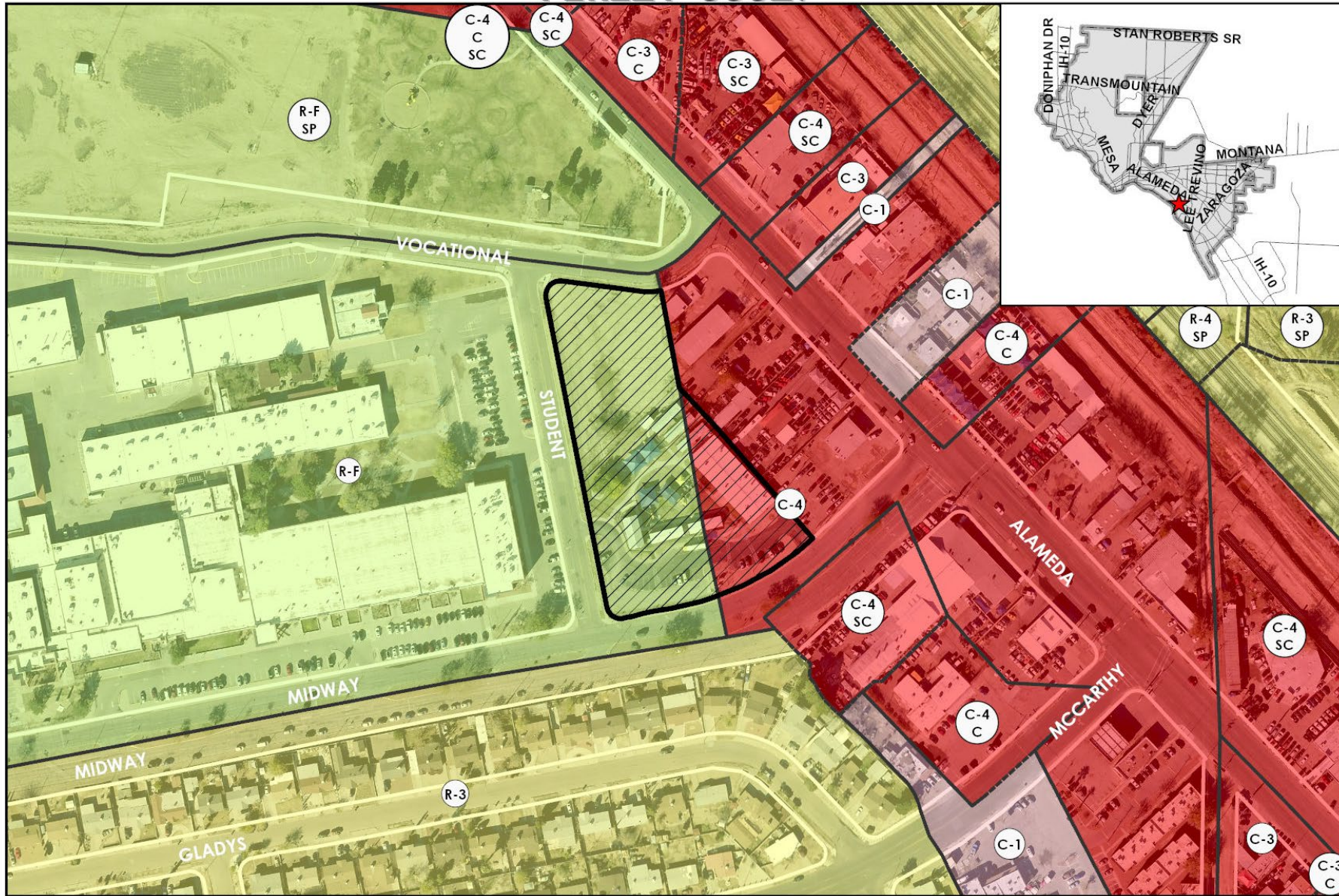


 Subject Property

0 50 100 200 300 400 Feet



PZRZ21-00027



Existing Zoning

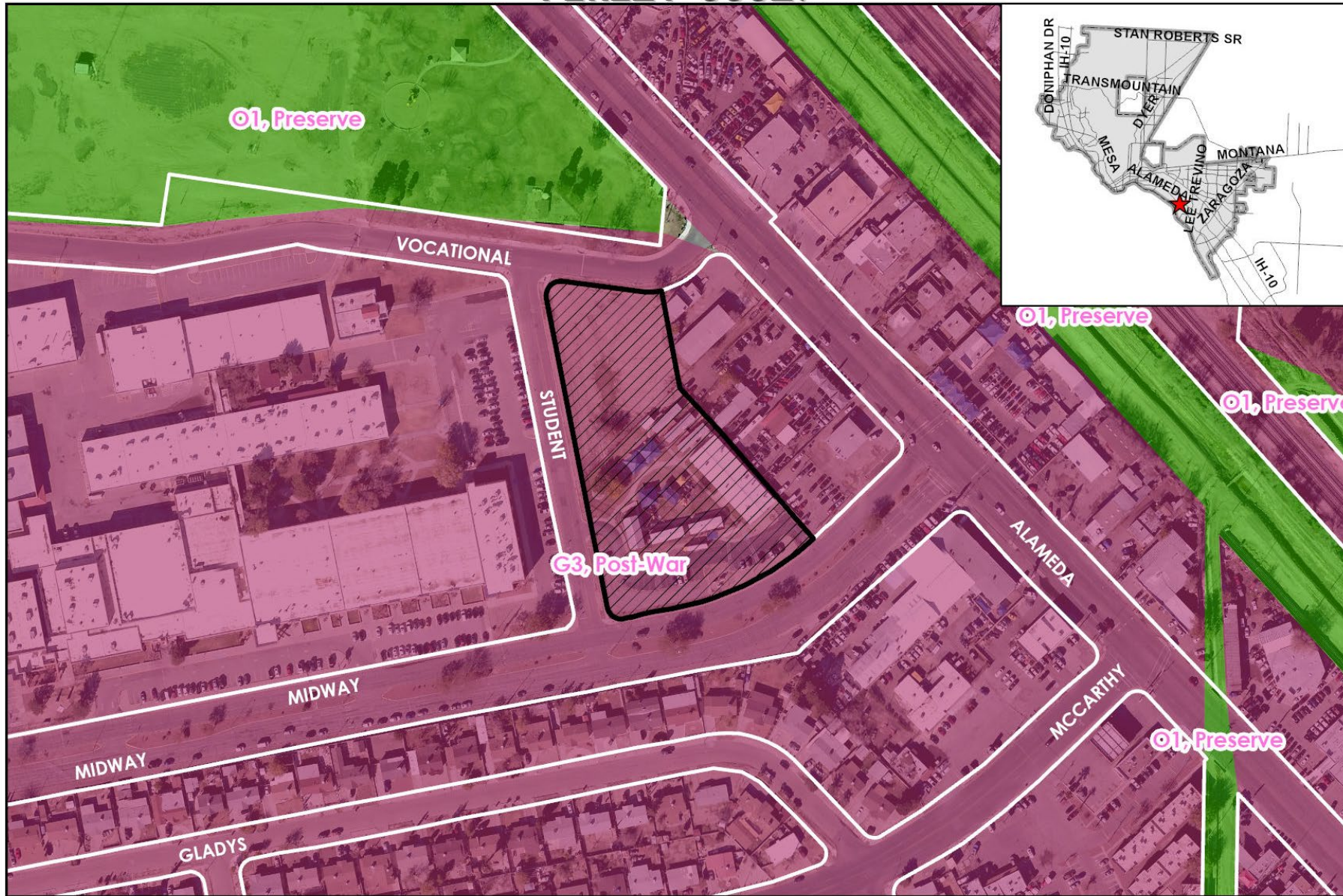


 Subject Property

0 50 100 200 300 400 Feet



PZRZ21-00027



Future Land Use

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 50 100 200 300 400 Feet

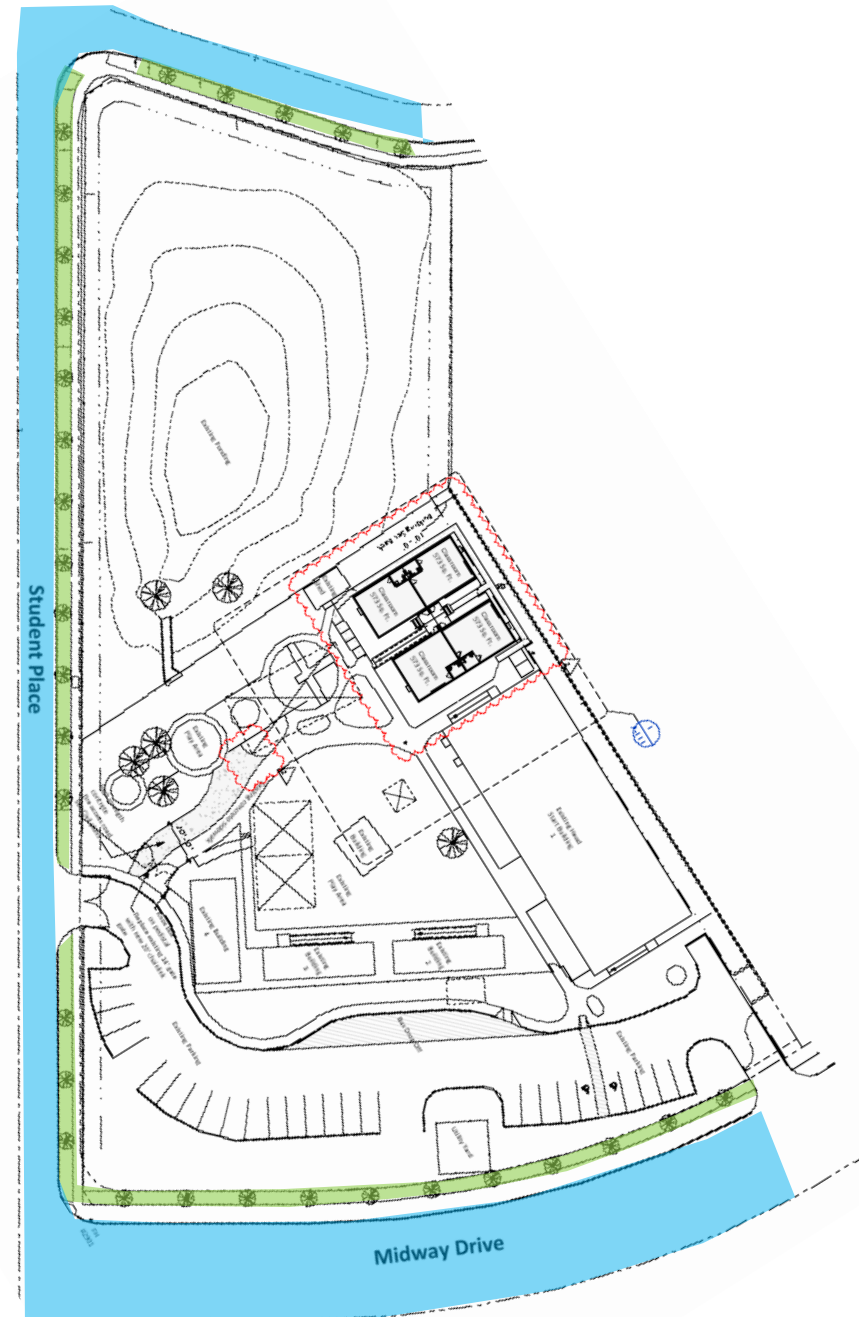


Proposed Conditions

1. *Prior to issuance of certificates of occupancy, the existing fence along Midway Drive shall be relocated to the property line.*
2. *Prior to the issuance of certificates of occupancy, street trees shall be installed along Student Place, Vocational Drive, and Midway Drive, in accordance with Section 18.46.210 Street tree standards.*

Street Tree Plan

- *Thirty-one (31) trees spaced at 30' apart*



Subject Property



Midway Dive & Student Place



Student Place

Surrounding Development



N

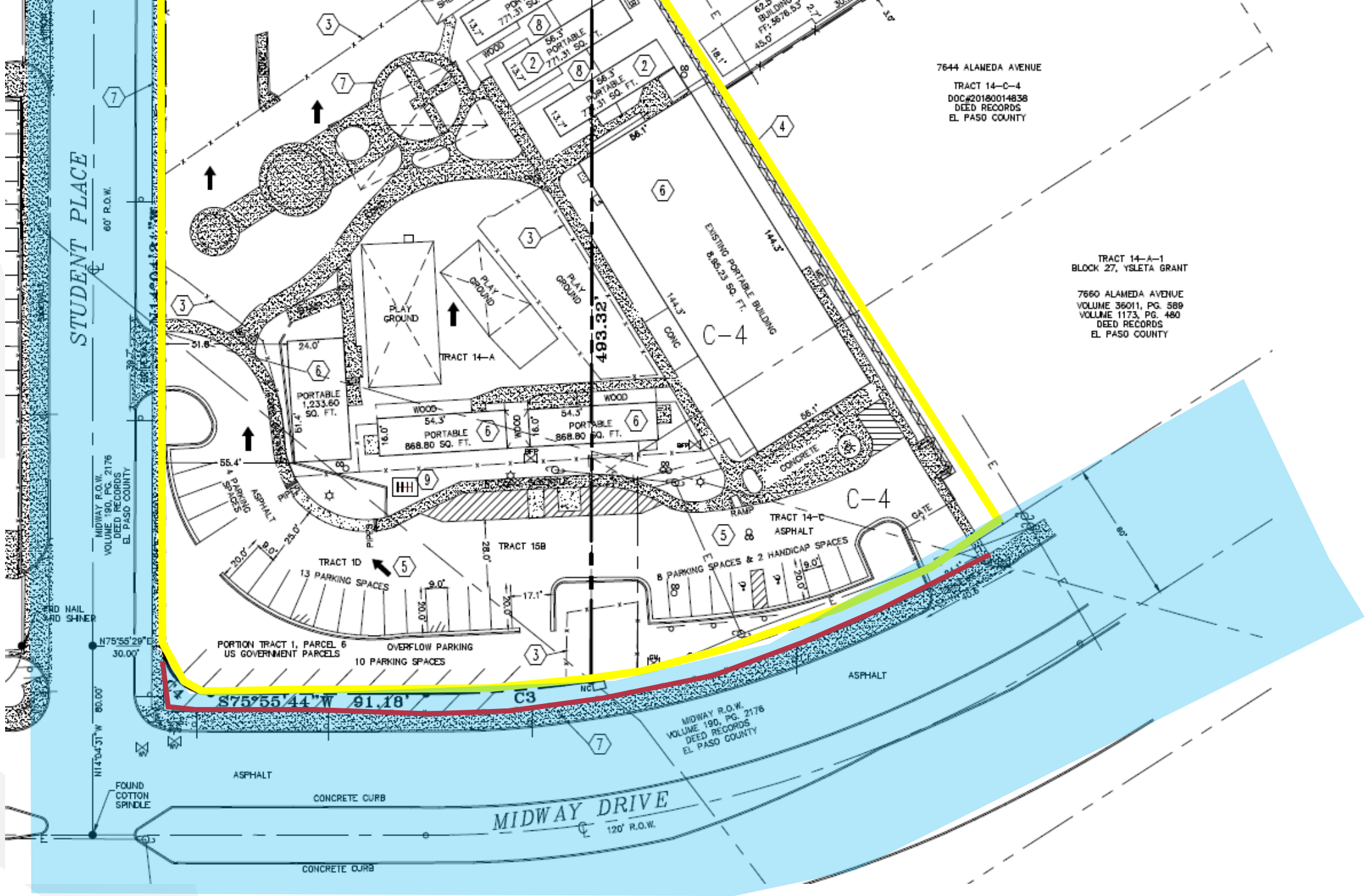


W

S

Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- As of April 19, 2022, the Planning Division has received one (1) phone call of inquiry, but no communication in support nor opposition to the request.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-462, 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

Municipal Courts, Lilia Worrell (915) 212-5822

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection: 2.7 - Maximize Municipal Court efficiency and enhance customer experience.

Award Summary:

Discussion and action on the award of Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court to Delgado Acosta Spencer Linebarger & Perez, LLP for an initial four (4) year term for an estimated amount of \$3,796,035.80. The award also includes, three (3), one (1) year options for an estimated amount of \$2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of \$6,643,062.65. This contract will allow collection services for the Municipal Court.

Contract Variance:

No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to

Delgado Acosta Spencer Linebarger & Perez, LLP, the sole highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Lilia Worrell, Director of El Paso Municipal Court, (915) 212-5822
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

SUBJECT:

Discussion and action that after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

BACKGROUND / DISCUSSION:

Since 2003, the Municipal Court has contracted with an outside collection agency as approved by the Texas Code of Criminal Procedures, Section 103.0031. The Court refers delinquent Class C warrants, warrant fees, and parking citations to the agency for collection. Each vendor submitted a minimum recovery rate for each account category, as well as a penalty fee associated with each category of accounts if the vendor fails to meet the guaranteed recovery rates.

It is important to note that no City money is paid to the collection agency. Section 103.0031 of the Texas Code of Criminal Procedure authorizes municipalities to pass on to the defendants and vehicle owners a 30% collection fee when an outside collection agency or firm is used.

The award of solicitation 2022-0007R Collection Services for Delinquent Fines and Fees – Municipal Court to Delgado Acosta Spencer Linebarger & Perez, LLP for an initial four (4) year term for an estimated amount of \$3,796,035.80. The award also includes, three (3), one (1) year options for an estimated amount of \$2,847,026.85. The total value of the contract is, including the initial term plus the options, for a total of seven (7) years, for an estimated amount of \$6,643,062.65.

SELECTION SUMMARY:

Solicitation was advertised on November 30, 2021 and December 7, 2021. The solicitation was posted on City website on November 30, 2021. The email (Purmail) notification was sent out on December 2, 2021. There were a total twenty (20) viewers online; one (1) proposal was received; one (1) from a local vendor. An Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$6,643,062.65

Funding Source: Collection Agency Payable

Account: 203400-111-1000-11030

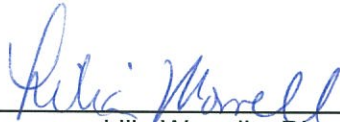
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Municipal Court

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

 4-18-22

Lilia Worrell – Director of El Paso Municipal Court

**COUNCIL PROJECT FORM
(REQUEST FOR PROPOSAL)**

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

Please place the following item on the **REGULAR** agenda for the Council Meeting of **APRIL 26, 2022**.

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

The linkage to the Strategic Plan is subsection: 2.7 – Maximize Municipal Court efficiency and enhance customer experience.

Award Summary:

Discussion and action that after having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Court Fines and Fees Services, pursuant to Solicitation 2022-0007R Collection Services for Delinquent Fines and Fees - Municipal Court, is awarded to Delgado Acosta Spencer Linebarger & Perez, LLP and that the City Manager, or his designee, is authorized to execute the Agreement and any related documents with Delgado Acosta Spencer Linebarger & Perez, LLP required to effectuate this award.

Contract Variance:

No contract variance

Department:	Municipal Court
Award to:	Delgado Acosta Spencer Linebarger & Perez, LLP El Paso, TX
Item(s):	All
Annual Estimated Award:	\$949,008.95
Initial Term:	\$3,796,035.80 (4 years)
Option to Extend:	\$2,847,026.85 (3 years)
Total Estimated Award:	\$6,643,062.65 (7 years)
Account No.:	111-1000-11030-203400
Funding Source:	Collection Agency Payable
Districts(s):	All

This is a Request for Proposal (RFP), service contract.

The Purchasing & Strategic Sourcing and Municipal Court Departments recommend award as indicated to Delgado Acosta Spencer Linebarger & Perez, LLP, the sole highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager or designee is authorized to exercise future options if needed.

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

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO RFP SCORESHEET

PROJECT: 2022-0007R Collection Services for delinquent fines and fees

Delgado Acosta Spencer
Linebarger & Perez, LLP
El Paso, TX

MAX POINTS

Factor A - Proposed Minimum Recovery Rate

35

31.50

Factor B - Experience – Comparable Contracts

10

10.00

Factor C - References

10

2.99

Factor D – Employee Medical Benefit and Incentives

10

2.00

Factor E - Penalty Fee Proposal

35

33.00

TOTAL SCORE

100

79.49

Rank

1



CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION FORM



Bid Opening Date: January 19, 2022

Solicitation #: 2022-0007R

Project Name: Collection Services for Delinquent Fines and Fees

Department: Municipal Court

BIDDER'S NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Delgado Acosta Spencer Linebarger & Perez, LLP	El Paso, TX	Yes
RFPs SOLICITED: 7 LOCAL RFPs SOLICITED: 1 RFPs RECEIVED: 1 LOCAL RFPs RECEIVED: 1 NO BIDS: 0		

NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

Approved:
684 e: 2/8/2022

Bidders list
2022-0007R Collection Services for Delinquent Fines and Fees

1465742128600 / 512134
Agility Net LLC
12005 Ford Rd Ste 400 Farmers Branch, Tx
75234-7230
CESAR HERENANDEZ

1752435999300 / 56115
Credit Systems International, Inc.
1277 Country Club Ln
Fort Worth, Tx 76112-2304
Darlene Mead

1742013959800 / 84379
Data Search Collection, Inc.
Po Box 461289
San Antonio, Tx 78246-1289
Vice President/Bill San Marco

1822743868800 / 527697
Basocom, LLC
3206 Coronado St
Irving, Tx 75062-4604
Michael Basoco

1752279921600 / 517701
Collectech Diversified Inc
1721 45th St
Lubbock, Tx 79412-1731
Judy Jordan

Delgado, Acosta, Spencer, Linebarger &
Perez, LLP
Attn: Carmen Perez
221 North Kansas St. Suite 1400
El Paso, TX 79901

Advanced Data Processing, Inc.
a Subsidiary of Intermedix Corporation
Attn: Mark SchiowE
480 Bedford Rd, Building 600 2nd Floor
Chappaqua, NY 10514



Legislation Text

File #: 22-463, 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

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

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0337 Fire Station 19 Building Renovations to DANTEX GENERAL CONTRACTORS, INC. for an award of Base Bid I: \$2,579,000.00 for a total estimated award of \$2,579,000.00. This contract will allow Fire Station 19 located at 2405 McRae Blvd to receive a full renovation of the existing building bringing it up current safety standards as well as modernizing the existing facility.

Department:	Capital Improvement
Award to:	DANTEX GENERAL CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	\$2,579,000.00
Total Estimated Award:	\$2,579,000.00
Account No.:	190 - 4820 - 29090 - 580270 - PCP21FS19RENOV7
Funding Source:	Public Safety Bond
District(s):	7

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated

to DANTEX GENERAL CONTRACTORS, INC the highest ranked offeror.

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

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

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-0043

DISTRICT(S) AFFECTED: 7

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

SUBGOAL: 2.4: Increase public safety operational efficiency

SUBJECT:

Discussion and action on the award of solicitation 2022-0337 Fire Station 19 Building Renovations to DANTEX GENERAL CONTRACTORS, INC. for an award of Base Bid I: \$2,579,000.00 for a total estimated award of \$2,579,000.00.

BACKGROUND / DISCUSSION:

The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. Fire Station 19 located at 2405 McRae Blvd will receive a full renovation of the existing building bringing it up current safety standards as well as modernizing the existing facility.

SELECTION SUMMARY:

Solicitation was advertised on December 21, 2021 and December 28, 2021. The solicitation was posted on City website on December 21, 2021. The email (Purmail) notification was sent out on December 23, 2021. There was a total of one hundred eight (108) viewers online; Seven (7) proposals were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

A protest was received was for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$2,579,000.00

Funding Source: Public Safety Bond

Account: 190-4820-29090-580270- PCP21FS19RENOV7

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

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

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

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

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **April 26, 2022**.

STRATEGIC GOAL 2 SET THE STANDARD FOR A SAFE AND SECURE CITY

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

Award Summary:

Discussion and action on the award of solicitation 2022-0337 Fire Station 19 Building Renovations to DANTEX GENERAL CONTRACTORS, INC. for an award of Base Bid I: \$2,579,000.00 for a total estimated award of \$2,579,000.00. This contract will allow Fire Station 19 located at 2405 McRae Blvd to receive a full renovation of the existing building bringing it up current safety standards as well as modernizing the existing facility.

Department:	Capital Improvement
Award to:	DANTEX GENERAL CONTRACTORS, INC. El Paso, TX
Item(s):	All
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	\$2,579,000.00
Total Estimated Award:	\$2,579,000.00
Account No.:	190 – 4820 – 29090 – 580270 – PCP21FS19RENOV7
Funding Source:	Public Safety Bond
District(s):	7

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to DANTEX GENERAL CONTRACTORS, INC the highest ranked offeror.

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

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

REVISED COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET

Fire Station 19 Building Renovations

Solicitation No. 2022-0337

Evaluation Factors	Maximum Points	Dantex General Contractors	Mirador Enterprise, Inc.	Pride Gernal Contractors LLC	Globe Builders, Inc.	Perikin Enterprise, LLC	Medlock Commerical Contractors, LLC	Spartan Construction of Texas, Inc.
Factor A - Offeror's Fee Proposal	35	\$ 2,579,000.00	\$ 2,508,278.73	\$ 2,002,252.00	\$ 2,575,650.00	\$ 2,505,278.73	\$ 2,618,405.00	\$ 2,657,000.00
		27.17	27.94	35.00	27.21	27.97	26.76	26.38
Factor B - Offeror's Experience and Reputation	20	17.63	15.24	8.20	8.98	7.50	14.96	3.83
Factor C - Offeror's Project Planning and Scheduling for this Project	10 15	10.75	11.25	10.25	11.50	9.63	3.50	7.00
Factor D - Offeror's Quality Assurance/Control for this Project	15	11.13	11.00	10.50	10.00	9.75	6.50	7.25
Factor E - Offeror's Project Safety Program	5	4.00	3.25	2.00	4.00	3.88	3.25	2.00
Factor F – Proposed Key Personnel	15 10	7.50	7.25	7.75	6.88	7.75	6.88	7.25
Total Points	100	78.18	75.93	73.70	68.57	66.48	61.85	53.71
Ranking		1	2	3	4	5	6	7

APPROVED: Claudia A. Garcia 4/12/2022
Purchasing & Strategic Sourcing Director Date

APPROVED: Gvette Hernandez 4/12/22
City Engineer Date



City of El Paso Cost of Summary Proposals



BID TITLE: Fire Station 19 Building Renovations

BID NO: 2022-0337

BID DATE: January 19, 2022

DEPARTMENT: Capital Improvement

	Dantex General Contractors El Paso, TX Offeror 1 of 7	Globe Builders Inc. El Paso, TX Offeror 2 of 7	Medlock Commercial Contractors, LLC El Paso TX Offeror 3 of 7	Mirador Enterprises, Inc. El Paso, TX Offeror 4 of 7	PERIKIN Enterprises, LLC El Paso, TX Offeror 5 of 7	Pride General Contractors LLC El Paso, TX Offeror 6 of 7	Spartan Constuction of Texas, Inc. El Paso, TX Offeror 7 of 7
BASE BID	\$2,579,000.00	\$2,575,650.00	\$2,618,405.00	\$2,508,278.73	\$2,505,500.00	\$2,002,252.00	\$2,657,000.00
AMENDMENTS ACKNOWLEDGED:	YES	YES	YES	YES	YES	YES	YES
BID BOND:	YES	YES	YES	YES	YES	YES	YES

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

2022-0337 Fire Station 19 Building Renovations

Views List

47	Hensel Phelps	Morkovsky, Jeremy
48	Horizone Constructio	Salazar, Agustin
49	HRT Roofing And Cons	Hernandez, Beto
49	i- Sourcing Technolo	Balai, Rakesh
50	In Situ Architecture	Oralia, Espinoza
51	IntraWorks Inc.	Renteria, Servando
52	Iron Horse Electrica	Concha, Joe
53	JCSS	Myriam, Acosta
54	JMR Demolition	Flores, Hugo
55	Jobe Materials	Paredes, Raul
56	Jordan Foster Constr	Kim, Candee
57	Kenkae industries	taylor, dallas
58	Keystone Contractors	Campos, Jesus
59	L And L Special Syst	Guardado, Luis
60	LAC Construction	Soto, Mauro
61	Lariat Builders Grou	Quintana, Carlo
62	Lomeli and sons Land	Gonzalez, Ruben
63	lugo And Sons Constr	lugo, juan
64	Martinez Brothers Co	mota, pablo
65	Medlock Commercial C	Medlock, Steve
66	Mely's Janitorial Se	Imelda, Sanchez
67	Mirador	Lopez, Jose
68	MONOPOLY FLOORS	Najera, Ramon
69	Mr. Rooter Plumbing	Villalobos, Larry
70	MTI Ready Mix	Drapes, Michael
71	NINE DEGREES archite	Cesar, Molina
72	Pacific Inc	Doe, John
73	Perikin Enterprises	Diaz, Andrew
74	Practical Solutions	Garcia, Patricia
75	Pride General Contra	Salgado, Ramon
76	Prime Vendor Inc.	Jones, Kim
77	QTO Solutions	Uddin, Nisar
78	Quantum Engineering	Fraga, Miguel
79	RBM Engineeering, In	Morris, Bryan
80	RDZ BUILD	Rodriguez, Manny
81	RGD innovations	Dominguez, Michael
82	Roman Construction	Valdespino, Carlos
83	Sagan Commercial Roo	Sanchez, Jose
84	SigmCon	Torres, Elizabeth
85	Smartprocure	Bjornsson, Ron
86	Southwetconstruction	Trevizo, Luis
87	SPARTAN CONSTRUCTION	ALLEN, STEVE
88	Sunset West Inc	Rall, Timothy
89	Synergy Temperature	Simental, Tony
90	Terence Keith Johnso	JOHNSON, TERENCE
91	The Missis And Me LL	Newsome, Langston
92	The PlanIt Room	Hernandez, Cecilia

2022-0337 Fire Station 19 Building Renovations

Views List

	COMPANY	NAME
93	TIA Facility Service	Diaz, Christian
94	tierra firme const i	ruiz jr, abraham g
95	Tyler Reinforcing, L	Duran, Eddie
96	VEMAC	Maynez, Alejandra
97	Vitua Builders Exch	Olguin, Jeannette
98	Vulcan Welding	De la Torre, Victor
99	Wayne Enterprises	Austin, Fork
100	West Texas General C	Valdez, Angel
101	yucca contracting	Vaquera, Israel
102		Banquil, Lovely
103		Carrera, Jose
104		Eric, Swanson
105		haggerty, shane
106		Rodriguez, Steven
107		Sierra, Idaly
108		Watson, Frank



Legislation Text

File #: 22-460, 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

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

Purchasing and Strategic Sourcing, Claudia Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

Discussion and action on the award of Task Order #4V-1 Leo Cancellare Pool Improvements for Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Veliz Company, LLC for a total estimated award of \$3,075,479.46.

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-1218

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 – Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT:

Discussion and action on the award of Task Order #4V-1 Leo Cancellare Pool Improvements for solicitation 2021-0811 Job Order Contracting and Facilitates Construction to Veliz Company, LLC for a total estimated award of \$3,075,479.46

BACKGROUND / DISCUSSION:

On July 20, 2021 Council approved the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Work under these contracts is performed via task orders with task orders exceeding **FIVE HUNDRED THOUSAND DOLLARS** (\$500,000) requiring Council approval. The task order for the Leo Cancellare Pool Improvements exceeds \$500,000 and therefore requires Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

July 20, 2021 approve the award of Solicitation 2021-0811 Job Order Contracting and Facilities Construction to Alpha Building Corporation and Veliz Company, LLC dba Veliz Construction. Each contract has an initial term of two (2) years for an estimated amount of \$4,000,000.00. Each contract also includes three (3), one (1) year options for an estimated amount of \$6,000,000.00. The length of each contract including the initial term plus options is five (5) years for an estimated contract amount of \$10,000,000.00.

AMOUNT AND SOURCE OF FUNDING:

Amount: \$3,075,479.46

Funding Source: CO 2018, GOP 2012 QOL , CO 2017

Account: PCP19PRK03 190 38290 4743 580270

PCP21PRK01I 190 29050 4800 580070

PCP13PRKC07 190 38290 4741 580270

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: PARD

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez,

Chief Operations and Transportation Officer, Aviation Director and City Engineer



Legislation Text

File #: 22-461, 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, Richard J. Bristol, (915) 212-7000

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0391 Street Resurfacing 2022 to ZTEX CONSTRUCTION, INC., for an initial term of three hundred sixty-five (365) consecutive calendar days for an estimated total amount of \$7,900,170.00. This award also includes a one (1) term option to extend for 100% of the original contract quantities for three hundred sixty-five (365) consecutive calendar days. The total value of the contract is, including the initial term plus the option, for a total of seven hundred thirty (730) consecutive calendar days, for an estimated amount of \$15,800,340.00. The contract consists of paving project streets, alley, parking lot or other paved surfaces necessary to enhance and sustain El Paso's infrastructure Citywide. At project locations the program will provide a new asphaltic riding surface, updated pedestrian elements, and replace damaged concrete parkway structures and striping and markings

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$1,229,464.00 for the initial term, which represents a 18.43% increase due to an increase in quantities of construction resurfacing materials needed.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC.
	El Paso, TX
Item(s):	Base Bid I
Initial Term:	365 Consecutive Calendar Days
Option to Extend:	365 Consecutive Calendar Days
Initial Term Estimated Amount:	\$7,900,170.00 (365 Consecutive Calendar Days)
Total Estimated Amount:	\$15,800,340.00 (730 Consecutive Calendar Days)
Funding Source:	Street Resurfacing
Accounts:	532-2560-522270-32120

District(s): All

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

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

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

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

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

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Richard J. Bristol, Streets and Maintenance Director, (915) 212-7000
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing, (915) 212-1218

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 7. Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

Discussion and action on the award of Solicitation 2022-0391 Street Resurfacing 2022 to ZTEX CONSTRUCTION, INC., for an initial term of three hundred sixty-five (365) consecutive calendar days for an estimated total amount of \$7,900,170.00. This award also includes a one (1) term option to extend for 100% of the original contract quantities for three hundred sixty-five (365) consecutive calendar days. The total value of the contract is, including the initial term plus the option, for a total of seven hundred thirty (730) consecutive calendar days, for an estimated amount of \$15,800,340.00

BACKGROUND / DISCUSSION:

Street Resurfacing 2022 contract consists of paving project streets, alley, parking lot or other paved surfaces necessary to enhance and sustain El Paso's infrastructure Citywide. At project locations the program will provide a new asphaltic riding surface, updated pedestrian elements, and replace damaged concrete parkway structures and striping and markings.

SELECTION SUMMARY:

Solicitation was advertised on December 21, 2021 and December 28, 2021. The solicitation was posted on City website on December 21, 2021. The email (Purmail) notification was sent out on December 30, 2021. There were a total sixty-one (61) viewers online; four (4) proposals were received; All being from local suppliers.

CONTRACT VARIANCE:

The difference based in comparison to the previous contract is as follows: An increase of \$1,229,464.00 for the initial term, which represents a 18.43% increase due to an increase in quantities of construction resurfacing materials needed.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$7,900,170.00
Funding Source: Street Resurfacing
Account: 532-2560-522270-32120

2022-0391 Street Resurfacing 2022

Revised 2/23/2022-V2 – Previous Versions Obsolete

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Streets & Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:


Richard J. Bristol, Streets and Maintenance Director

4-18-22

**COUNCIL PROJECT FORM
(Competitive Sealed Proposals)**

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

P Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **April 26, 2022**

STRATEGIC GOAL 7 – Enhance and Sustain El Paso’s Infrastructure Network

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

Award Summary:

Discussion and action on the award of Solicitation 2022-0391 Street Resurfacing 2022 to ZTEX CONSTRUCTION, INC., for an initial term of three hundred sixty-five (365) consecutive calendar days for an estimated total amount of \$7,900,170.00. This award also includes a one (1) term option to extend for 100% of the original contract quantities for three hundred sixty-five (365) consecutive calendar days. The total value of the contract is, including the initial term plus the option, for a total of seven hundred thirty (730) consecutive calendar days, for an estimated amount of \$15,800,340.00. The contract consists of paving project streets, alley, parking lot or other paved surfaces necessary to enhance and sustain El Paso’s infrastructure Citywide. At project locations the program will provide a new asphaltic riding surface, updated pedestrian elements, and replace damaged concrete parkway structures and striping and markings

Contract Variance:

The difference based in comparison to the previous contract is as follows: An increase of \$1,229,464.00 for the initial term, which represents a 18.43% increase due to an increase in quantities of construction resurfacing materials needed.

Department:	Capital Improvement
Award to:	ZTEX CONSTRUCTION, INC. El Paso, TX
Item(s):	Base Bid I
Initial Term:	365 Consecutive Calendar Days
Option to Extend:	365 Consecutive Calendar Days
Initial Term Estimated Amount:	\$7,900,170.00 (365 Consecutive Calendar Days)
Total Estimated Amount:	\$15,800,340.00 (730 Consecutive Calendar Days)
Funding Source:	Street Resurfacing
Accounts:	532-2560-522270-32120
District(s):	All

This is a Competitive Sealed Proposal, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to ZTEX CONSTRUCTION, INC. the highest ranked offeror.

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

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

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

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

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET
Street Resurfacing 2022
Solicitation No. 2022-0391

Evaluation Factors	Maximum Points	ZTEX Construction, Inc.	J.A.R Concrete, Inc. dba J.A.R Construction, Inc.	Allied Paving Company	Allen Concrete, LLC
Factor A - Offeror's Fee Proposal	20	\$ 7,900,170.00	\$ 7,930,900.00	\$ 8,324,800.25	\$ 8,391,255.00
		20.00	19.92	18.98	18.83
Factor B - Offeror's experience and reputation	20	16.98	12.51	2.73	0.00
Factor C - Proposed Key Personnel	15	12.60	12.82	11.43	5.29
Factor D - Health Insurance	5	1.00	5.00	0.00	1.00
Factor E - Offeror's Production Capability	15	13.67	13.67	12.33	11.00
Factor F - Quality Control Program	5	4.30	4.33	3.67	3.93
Factor G - Offeror's Experience and Knowledge of Local Conditions	20	17.17	16.67	15.00	12.33
Total Points	100	85.72	84.92	64.14	52.38
Ranking		1	2	3	4

APPROVED: Claudia A. Garcia 3/9/2022
Interim Purchasing & Strategic Sourcing Director Date

APPROVED: Gvette Hernandez 3/9/22
City Engineer Date

2022-0391 Street Resurfacing 2022		
Cost of Summary Proposals		
Order	Offeror	Sum Total Base Bid I
1	ZTEX Construcion, Inc.	\$ 7,900,170.00
2	J.A.R Concrete, Inc. dba Construction, Inc.	\$ 7,930,900.00
3	Allied Paving Company	\$ 8,324,911.50
4	Allen Concrete, LLC	\$ 8,391,255.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4		Allied Paving Company El Paso, TX BIDDER 2 OF 4		J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX BIDDER 3 OF 4		ZTEX Construction, Inc. El Paso, TX BIDDER 4 OF 4	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND
BASE BID: UNIT PRICE SCHEDULE:											
1.	LEFT BLANK INTENTIONALLY										
2.	100	Each (EA)	MILLING MOBILIZATION	\$850.00	\$85,000.00	\$825.00	\$82,500.00	\$800.00	\$80,000.00	\$369.000	\$36,900.00
3.	1,100,000	Square Foot per Inch (SF/IN)	MILLING	\$0.092	\$101,200.00	\$0.14	\$154,000.00	\$0.30	\$330,000.00	\$0.330	\$363,000.00
4.	4,000	Cubic Yard (CY)	MILLINGS to be RETAINED BY CONTRACTOR	(\$1.00)	(\$4,000.00)	(\$1.00)	(\$4,000.00)	(\$4.00)	(\$16,000.00)	(\$1.00)	(\$4,000.00)
5.	25	Each (EA)	HEATER SCARIFYING MOBILIZATION	\$1,575.00	\$39,375.00	\$1,650.00	\$41,250.00	\$1,500.00	\$37,500.00	\$1,200.000	\$30,000.00
6.	250,000	Square Foot (SF)	HEATER SCARIFYING	\$0.51	\$127,500.00	\$0.50	\$125,000.00	\$0.45	\$112,500.00	\$0.52	\$130,000.00
7.	2,500	Gallon (GAL)	REJUVENATING OIL	\$6.04	\$15,100.00	\$5.78	\$14,450.00 Contractor's Price: \$14,550.00	\$6.00	\$15,000.00	\$6.04	\$15,100.00
8.	100	Each (EA)	PAVING MOBILIZATION	\$1,100.00	\$110,000.00	\$880.00	\$88,000.00	\$900.00	\$90,000.00	\$556.00	\$55,600.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX		El Paso, TX	
				BIDDER 1 OF 4		BIDDER 2 OF 4		BIDDER 3 OF 4		BIDDER 4 OF 4	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND
BASE BID: UNIT PRICE SCHEDULE:											
9.	70,000	Ton	HMA	\$67.80	\$4,746,000.00	\$67.64	\$4,734,800.00	\$73.00	\$5,110,000.00	\$70.00	\$4,900,000.00
10.	1,000	Square Foot (SF)	MARKINGS REMOVAL	\$7.76	\$7,760.00	\$3.48	\$3,480.00	\$3.25	\$3,250.00	\$3.43	\$3,430.00
11.	5,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT EXTRUDED RIBBON	\$4.02	\$20,100.00	\$2.73	\$13,650.00	\$2.60	\$13,000.00	\$3.79	\$18,950.00
12.	5,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed Stop bar/Crosswalk	\$14.29	\$71,450.00	\$13.05	\$65,250.00	\$12.43	\$62,150.00	\$15.79	\$78,950.00
13.	1,000	Square Foot (SF)	H.A.T.P. REFLECTIVE PAVEMENT Preformed BIKE BOX	\$69.00	\$69,000.00	\$21.00	\$21,000.00	\$20.00	\$20,000.00	\$31.58	\$31,580.00
14.	50	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed SYMBOL	\$460.00	\$23,000.00	\$420.00	\$21,000.00	\$400.00	\$20,000.00	\$422.00	\$21,100.00
15.	50	Each (EA)	H.A.T.P. REFLECTIVE PAVEMENT Pre-Formed WORD	\$460.00	\$23,000.00	\$420.00	\$21,000.00	\$400.00	\$20,000.00	\$422.00	\$21,100.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX		El Paso, TX	
				BIDDER 1 OF 4		BIDDER 2 OF 4		BIDDER 3 OF 4		BIDDER 4 OF 4	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND
BASE BID: UNIT PRICE SCHEDULE:											
16.	500	Linear Foot (LF)	3 INCH P.V.C.	\$50.00	\$25,000.00	\$44.56	\$22,280.00	\$15.00	\$7,500.00	\$17.00	\$8,500.00
17.	500	Linear Foot (LF)	2 INCH P.V.C.	\$43.50	\$21,750.00	\$40.58	\$20,290.00	\$14.00	\$7,000.00	\$14.00	\$7,000.00
18.	25	Each (EA)	TYPE A GROUND BOX	\$1,604.00	\$40,100.00	\$1,464.75	\$36,618.75	\$700.00	\$17,500.00	\$685.00	\$17,125.00
19.	25	Each (EA)	TYPE C GROUND BOX	\$2,034.00	\$50,850.00	\$1,857.00	\$46,425.00	\$600.00	\$15,000.00	\$685.00	\$17,125.00
20.	100	Each (EA)	CONCRETE MOBILIZATION	\$570.00	\$57,000.00	\$214.00	\$21,400.00	\$600.00	\$60,000.00	\$518.00	\$51,800.00
21.	500	Each (EA)	RELOCATION AND INSTALLATION OF STREET NAME / STOP SIGNS	\$450.00	\$225,000.00	\$396.90	\$198,450.00	\$160.00	\$80,000.00	\$158.00	\$79,000.00
22.	1,000	Cubic Foot (CF)	STEM WALL	\$17.50	\$17,500.00	\$15.69	\$15,690.00	\$11.00	\$11,000.00	\$16.67	\$16,670.00
23.	2,000	Linear Foot (LF)	STANDARD CURB	\$12.50	\$25,000.00	\$14.31	\$28,620.00	\$8.50	\$17,000.00	\$17.04	\$34,080.00
24.	1,000	Linear Foot (LF)	TxDOT PINNED CURB	\$11.50	\$11,500.00	\$11.12	\$11,120.00	\$6.00	\$6,000.00	\$6.57	\$6,570.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX		El Paso, TX		El Paso, TX		El Paso, TX	
				BIDDER 1 OF 4		BIDDER 2 OF 4		BIDDER 3 OF 4		BIDDER 4 OF 4	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND
BASE BID: UNIT PRICE SCHEDULE:											
25.	20,000	Linear Foot (LF)	CURB AND GUTTER	\$13.50	\$270,000.00	\$16.92	\$338,400.00	\$16.50	\$330,000.00	\$20.12	\$402,400.00
26.	2,000	Linear Foot (LF)	6" ROLLED CURB	\$14.00	\$28,000.00	\$16.94	\$33,880.00	\$8.50	\$17,000.00	\$9.00	\$18,000.00
27.	5,000	Linear Foot (LF)	4" ROLLED CURB	\$13.35	\$66,750.00	\$16.22	\$81,100.00	\$12.20	\$61,000.00	\$12.56	\$62,800.00
28.	2,000	Linear Foot (LF)	DRIVEWAY CURB	\$11.02	\$22,040.00	\$10.82	\$21,640.00	\$11.00	\$22,000.00	\$16.92	\$33,840.00
29.	50,000	Square Foot (SF)	4" SIDEWALK	\$3.55	\$177,500.00	\$6.01	\$300,500.00	\$3.80	\$190,000.00	\$3.87	\$193,500.00
30.	10,000	Square Foot (SF)	6" SIDEWALK	\$4.20	\$42,000.00	\$7.04	\$70,400.00	\$4.35	\$43,500.00	\$4.48	\$44,800.00
31.	1,000	Square Foot (SF)	CONCRETE RIP RAP	\$6.66	\$6,660.00	\$5.88	\$5,880.00	\$4.70	\$4,700.00	\$5.00	\$5,000.00
32.	1,000	Square Foot (SF)	ROCK RIP RAP	\$6.50	\$6,500.00	\$4.33	\$4,330.00	\$3.30	\$3,300.00	\$2.17	\$2,170.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX BIDDER 1 OF 4		El Paso, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		El Paso, TX BIDDER 4 OF 4	
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BASE BID: UNIT PRICE SCHEDULE:											
33.	5,000	Square Foot (SF)	CONCRETE TINT	\$1.90	\$9,500.00	\$1.26	\$6,300.00	\$1.00	\$5,000.00	\$0.96	\$4,800.00
34.	5,000	Square Foot (SF)	STAMPED COLORED CONCRETE	\$8.10	\$40,500.00	\$7.71	\$38,550.00	\$6.70	\$33,500.00	\$6.78	\$33,900.00
35.	10,000	Square Foot (SF)	RESIDENTIAL DRIVEWAY	\$5.20	\$52,000.00	\$7.25	\$72,500.00	\$5.00	\$50,000.00	\$5.54	\$55,400.00
36.	20,000	Square Foot (SF)	COMMERCIAL DRIVEWAY	\$6.28	\$125,600.00	\$8.44	\$168,800.00	\$5.10	\$102,000.00	\$4.94	\$98,800.00
37.	30,000	Square Foot (SF)	ADA CURB CUT	\$6.00	\$180,000.00	\$7.59	\$227,700.00	\$6.00	\$180,000.00	\$6.17	\$185,100.00
38.	300	Each (EA)	PREFORMED TACTILE WARNING TILE	\$240.00	\$72,000.00	\$312.50	\$93,750.00	\$125.00	\$37,500.00	\$200.00	\$60,000.00
39.	10	Each (EA)	BUS PAD	\$9,617.00	\$96,170.00	\$11,538.45	\$115,384.50	\$6,000.00	\$60,000.00	\$9,858.00	\$98,580.00
40.	2,000	Cubic Yard (CY)	FLOWABLE FILL	\$96.00	\$192,000.00	\$106.70	\$213,400.00	\$85.00	\$170,000.00	\$84.00	\$168,000.00
41.	5,000	Square Foot (SF)	DRAINAGE FLUME	\$16.17	\$80,850.00	\$11.65	\$58,250.00	\$10.00	\$50,000.00	\$9.30	\$46,500.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



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BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX BIDDER 1 OF 4		El Paso, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		El Paso, TX BIDDER 4 OF 4	
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BASE BID: UNIT PRICE SCHEDULE:											
42.	5,000	Square Foot (SF)	DRAINAGE FLUME WITH STEEL PLATE	\$35.00	\$175,000.00	\$37.37	\$186,850.00	\$11.00	\$55,000.00	\$10.00	\$50,000.00
43.	5,000	Linear Foot (LF)	TRIPPING HAZARD REMOVAL	\$4.89	\$24,450.00	\$2.10	\$10,500.00	\$2.00	\$10,000.00	\$2.23	\$11,150.00
44.	1,000	Each (EA)	APRONS FOR UTILITY VALVES	\$200.00	\$200,000.00	\$126.00	\$126,000.00	\$75.00	\$75,000.00	\$65.00	\$65,000.00
45.	200	Hour (HR)	SPECIAL TRAFFIC CONTROL	\$138.00	\$27,600.00	\$223.11	\$44,622.00	\$130.00	\$26,000.00	\$84.00	\$16,800.00
46.	250	Each (EA)	APRONS FOR UTILITY MANHOLES	\$250.00	\$62,500.00	\$135.60	\$33,900.00	\$180.00	\$45,000.00	\$223.00	\$55,750.00
47.	200	Each (EA)	MAN HOLE RING RISER	\$150.00	\$30,000.00	\$135.60	\$27,120.00	\$97.00	\$19,400.00	\$97.00	\$19,400.00
48.	50	Each (EA)	ADJUST TO GRADE UTILITY BOX	\$350.00	\$17,500.00	\$203.40	\$10,170.00	\$180.00	\$9,000.00	\$212.00	\$10,600.00
49.	200	Each (EA)	ADJUST TO GRADE MANHOLE	\$550.00	\$110,000.00	\$110.25	\$22,050.00	\$271.00	\$54,200.00	\$256.00	\$51,200.00
50.	50	Each (EA)	ADJUST TO GRADE MONUMENT	\$250.00	\$12,500.00	\$136.50	\$6,825.00	\$170.00	\$8,500.00	\$53.00	\$2,650.00



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022				BID NO: 2022-0391							
BID DATE: January 26, 2022				DEPARTMENT: CAPITAL IMPROVEMENT							
				Allen Concrete, LLC		Allied Paving Company		J.A.R Concrete, Inc. dba J.A.R Construction, Inc.		ZTEX Construction, Inc.	
				El Paso, TX BIDDER 1 OF 4		El Paso, TX BIDDER 2 OF 4		El Paso, TX BIDDER 3 OF 4		El Paso, TX BIDDER 4 OF 4	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND	UNIT PRICE (IN FIGURES) DO NOT LEAVE BLANK	TOTAL AMOUNT (QUANTITY X UNIT PRICE) DO NOT ROUND
BASE BID: UNIT PRICE SCHEDULE:											
51.	500	Each (EA)	ADJUST TO GRADE WATER VALVE	\$400.00	\$200,000.00	\$162.75	\$81,375.00	\$100.00	\$50,000.00	\$88.00	\$44,000.00
52.	25	Each (EA)	MOBILIZATION FOR BASE OPERATIONS	\$750.00	\$18,750.00	\$840.00	\$21,000.00	\$500.00	\$12,500.00	\$518.00	\$12,950.00
53.	45,000	Cubic Foot (CF)	BASE REPAIR	\$1.46	\$65,700.00	\$1.63	\$73,350.00	\$1.20	\$54,000.00	\$1.30	\$58,500.00
54.	300,000	Linear Foot (LF)	HERBICIDE	\$0.15	\$45,000.00	\$0.12	\$36,000.00	\$0.04	\$12,000.00	\$0.13	\$39,000.00
55.	20	Each (EA)	STRIPING AND MARKINGS MOBILIZATION	\$1,300.00	\$26,000.00	\$600.00	\$12,000.00	\$1,120.00	\$22,400.00	\$500.00	\$10,000.00
											Contractor's Price: \$12,500.00
SUM TOTAL BASE BID I (1-55)				\$8,391,255.00		\$8,324,800.25 Contractor's Price: \$8,324,911.50		\$7,930,900.00		\$7,900,170.00 Contractor's Price: \$7,902,670.00	



CITY OF EL PASO COST OF SUMMARY PROPOSALS



BID TITLE: STREET RESURFACING 2022		BID NO: 2022-0391		
BID DATE: January 26, 2022		DEPARTMENT: CAPITAL IMPROVEMENT		
	Allen Concrete, LLC El Paso, TX BIDDER 1 OF 4	Allied Paving Company El Paso, TX BIDDER 2 OF 4	J.A.R Concrete, Inc. dba J.A.R Construction, Inc. El Paso, TX BIDDER 3 OF 4	ZTEX Construction, Inc. El Paso, TX BIDDER 4 OF 4
<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:				
Bidder offers the City the option to extend the term for the contract, up to one hundred percent (100%) of the original contract quantities for one (1) term of 365 Consecutive Calendar Days.		X	X	X
No Option Offered	X			
AMENDMENT ACKNOWLEDGED:	Yes	Yes	Yes	Yes
BID BOND SUBMITTED	Yes	Yes	Yes	Yes

2022-0391 Street Resurfacing 2022
View List

1	AAA General Contrato	Skertchly, Edgar
2	Above All Constructi	Crain, Ashley
3	ADM Landscaping And	Diaz, Alfredo
4	Allen Concrete Inc.	Magdaleno, Jesus
5	allied paving	ortiz, abel
6	AMTEK	Rugh, John
7	AREDI Enterprises, L	DIAZ, REBECA
8	BGC	Garcia, Michael
9	Black Stallion Contr	Luna, Hector
10	CEA Group	Concha, David
11	ConstructConnect	STINSON, MORGAN
12	Construction Journal	Exton, Pamela
13	Construction Reporte	Wood, Jane
14	DEL MAR CONTRACTING,	HARRISON, MIKE
15	Deltek	Management, Source
16	Dodge Data	Peggy, Koehn
17	DRS Rock Materials,	Soto, Daniel
18	Dustrol Inc.	Hansen, Brian
19	El Paso Sanitation S	Soto, Lorena
20	FloWar	Flores Warnock, Paula Patricia
21	Fuels, LLC	Tucker, Michelle
22	GCC Sun City Materia	Torres, Angelica
23	Global Containers An	Gamez, Alejandra
24	horizone constructio	jesus, arzaga
25	Huitt-Zollars Inc.	Monarrez, Francisco
26	i- Sourcing Technolo	Balai, Rakesh
27	International Eagle	Carla, Moreno
28	JAR Concrete Inc	Monica, Lombrana
29	Jobe Materials	Paredes, Raul
30	LOI ENGINEERS	Olague, Bernardino
31	Iugo And Sons Constr	Iugo, Juan
32	Martinez Brothers Co	Mota, Pablo
33	Mean Clean Ilc	Salazar, Carlos
34	NINE DEGREES archite	Cesar, Molina
35	none	Johnson, Terence
36	Pacific Inc	Doe, John
37	Perikin Enterprises	Diaz, Andrew
38	PMI Pavement Marking	HESSNEY, STEVE
39	Prime Vendor Inc.	Jones, Kim
40	Quantum Engineering	Fraga, Miguel
41	RGD innovations	Dominguez, Michael

2022-0391 Street Resurfacing 2022
View List

42	Satarain Constructio	Satarain, Joe
43	Smartprocure	Bjornsson, Ron
44	Straight Edge Contra	Jesus, Mesta
45	Sundt Construction	Smith, Brian
46	The PlanIt Room	Hernandez, Cecilia
47	Tri-State Electric,	Motta, Alejandro
48	United Rentals	Costa, Rudy
49	University of Texas	Meredith, Robert
50	Viking Construction,	Pearce, Brad
51	Vitual Builders Exch	Olguin, Jeannette
52	Wayne Enterprises	Austin, Fork
53	West Texas General C	Valdez, Angel
54	Win Supply	Garcia, Mark
55	ZTEX Construction I	Royo, Joaquin
56		Alfonso, Rodriguez
57		Banquil, Lovely
58		James, Hardison
59		Watson, Frank
60		Carrera, Jose
61		Francis, Rich



Legislation Text

File #: 22-440, 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.

All Districts

El Paso Water, Arturo Duran, (915) 594-5549

AGENDA LANGUAGE:

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

An Ordinance authorizing the issuance of "City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A", in an amount not to exceed \$25,330,000, to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized city officer or employee within certain specified parameters.

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

DEPARTMENT: El Paso Water Utilities Public Service Board

AGENDA DATE: Introduction and Public Hearing- April 26, 2022

CONTACT PERSON/PHONE: Art Duran, El Paso Water Utilities Chief Financial Officer
(915) 594-5549

DISTRICT(S) AFFECTED: All Districts

SUBJECT: APPROVE the following Ordinance

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized city officer or employee within certain specified parameters (**All Districts**)
[Arturo Duran, El Paso Water (915) 594-5549] [Public Hearing Date: April 26, 2022]

BACKGROUND / DISCUSSION:

EPWater is requesting the City Council of the City of El Paso to authorize the issuance of up to \$25,330,000 of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A” by Ordinance date April 26, 2022; and authorize the signature of all related documents necessary to effectuate the issuance.

EPWater finds that it is in the best interest of the Municipal Drainage Utility System ratepayer for this financing to take place.

PRIOR COUNCIL ACTION:

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

Yes, on March 29, 2022, City Council approved the issuance of up to \$9,490,000 of City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2022.

AMOUNT AND SOURCE OF FUNDING:

This item will be funded through the sale of City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A.

BOARD / COMMISSION ACTION:

The El Paso Water Utilities Public Service Board approved a Resolution on April 13, 2022, requesting that the City Council authorize the issuance of up to \$25,330,000 of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A”.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ART DURAN TO PICK UP THE DOCUMENTS AT (915) 594-5549. THANK YOU.

cc: The Honorable Mayor Oscar Leeser (email)
Estrella Escobar, Chief of Staff, Mayor (email)
Robert Cortinas, Deputy City Manager and CFO (email)

Karla Nieman, City Attorney (email)
Juan Gonzalez, Senior Assistant City Attorney (email)
Laura D. Prine, City Clerk (email)

John Balliew, P.E., President/CEO EPWU-PSB (email)
Claudia Duran, Executive Assistant to President/CEO (email)
Marcela Navarrete, C.P.A, Vice President-Strategic Financial &
Management Services (email)
Daniel Ortiz, General Counsel (email)
Paul Braden, Norton, Rose, Fulbright, Bond Counsel (email)
Maria Urbina, HTS (email)



TO: Tomás González, City Manager, The City of El Paso, Texas

FROM: Art Duran, Utility Chief Financial Officer
El Paso Water Utilities Public Service Board

DATE: April 14, 2022

SUBJECT: Request to place the following item on **Regular City Council Agenda for April 26, 2022:**

Ordinance Introduction and Public Hearing: City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A.

Agenda Posting Language for Item:

An Ordinance authorizing the issuance of “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A” to refund certain previously issued obligations of the City; and resolving matters which are necessary to effect such issuance, including the delegation of matters relating to the sale and issuance of the bonds to an authorized city officer or employee within certain specified parameters (**All Districts**) [Arturo Duran, El Paso Water (915) 594-5549][Public Hearing Date: April 26, 2022]

The agenda item requested to be posted on the City’s April 26, 2022, City Council Agenda, is pursuant to a Resolution of El Paso Water Utilities Public Service Board (PSB) approved at the PSB’s April 13, 2022, meeting, requesting the following:

Resolution requesting the City Council to authorize the issuance of up to \$25,330,000 of “City of El Paso, Texas Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A”.

If there are any questions, please call me directly at (915) 594-5549 or email me at ADuran@epwater.org or contact General Counsel, Daniel Ortiz at (915) 594-5607.

Thank you for your attention to this matter.

Attachments: Department Head Summary Form
PSB April 13, 2022, Resolution
Proposed City Council Ordinance
City Council Presentation

ORDINANCE NO. _____

AUTHORIZING THE ISSUANCE OF

CITY OF EL PASO, TEXAS,
MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS,
SERIES 2022A

Adopted: April 26, 2022

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2022A” IN AN AMOUNT NOT TO EXCEED \$25,330,000 TO REFUND CERTAIN PREVIOUSLY ISSUED OBLIGATIONS OF THE CITY; AND RESOLVING MATTERS WHICH ARE NECESSARY TO EFFECT SUCH ISSUANCE, INCLUDING THE DELEGATION OF MATTERS RELATING TO THE SALE AND ISSUANCE OF THE BONDS TO AN AUTHORIZED CITY OFFICER OR EMPLOYEE WITHIN CERTAIN SPECIFIED PARAMETERS

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Chapter 552 of the Texas Local Government Code, as amended, formerly known as Subchapter C of Chapter 402 of the Texas Local Government Code (the “Act”), the City of El Paso, Texas (the “City”) held public hearings on the creation of a municipal drainage utility system and adopted Ordinance No. 016668 on June 19, 2007, establishing and declaring the creation of the City’s Municipal Drainage Utility System (the “System”) within the municipal boundaries and unincorporated extraterritorial jurisdiction of the City; and

WHEREAS, in accordance with the Constitution and the laws of the State of Texas, specifically Texas Government Code, Chapter 1502, as amended, the City has previously issued municipal drainage utility system revenue bonds (the “Previously Issued Bonds”) payable from and secured by a first and superior lien on and pledge of the net revenues of the System; and

WHEREAS, there has been filed with the City Council one or more resolutions adopted and approved by the Public Service Board requesting the City Council to approve the issuance and sale of the City’s revenue bonds for the purpose of refunding certain outstanding obligations secured by revenues of the System; and

WHEREAS, the City Council hereby finds and determines that it is in the best interest of the City and the System to refund certain of its previously issued and outstanding System revenue revolving notes (the “Refunded Revolving Notes”); and

WHEREAS, the City by this Ordinance and in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (“Chapter 1207”) and Texas Government Code, Chapter 1371, as amended (“Chapter 1371”), is delegating to the Pricing Officer (hereinafter defined) the authority to establish the terms and details related to the issuance and sale of the bonds authorized by this Ordinance (the “Bonds”) including: (i) the principal amount of the Refunded Revolving Notes to be refunded, (ii) the form and designation of one or more series of Bonds; (iii) the principal amount of each series of the Bonds and the amount of the Bonds of each series to mature in each year; (iv) the dates, price, interest rates, interest payment dates, principal payment dates, and redemption features of each series of the Bonds; and (v) any other details relating to the issuance, sale, delivery, and/or exchange of the Bonds, all within certain specified parameters set forth herein; and

WHEREAS, the City Council hereby finds and determines that the refunding of the Refunded Revolving Notes for the purposes of making such debt long-term fixed rate debt of the City and restructuring the debt payable from the revenues of the System is in the best interest of the City, and the manner in which such refunding is being executed does not make it practicable

to make the determinations otherwise required by Texas Government Code, Section 1207.008(a)(2), as amended; and

WHEREAS, in the ordinances authorizing the Previously Issued Bonds, the City reserved the right and option to issue, under certain conditions, “Additional Bonds” on a parity as to lien and right with such bonds; and

WHEREAS, a public hearing was held, following proper publication of notice thereof, before the City Council with respect to the adoption of this Ordinance; and

WHEREAS, the City Council has found and determined that the bonds herein authorized should be issued on a parity with its Previously Issued Bonds, for the purposes aforesaid, pursuant to this Ordinance and as permitted by the General Laws of the State of Texas, particularly Chapter 1207 and Chapter 1371; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of such meeting was given as required by Texas Government Code, Chapter 551, as amended;

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

ARTICLE 1

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

“Act” means Chapter 552 of the Texas Local Government Code, as amended.

“Additional Bonds” means the additional revenue bonds permitted to be issued on a parity with the Bonds and the Previously Issued Bonds by Section 10.03(a) of this Ordinance.

“Average Annual Debt Service” means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

“Board” or “Board of Trustees” means that certain board of trustees known as the “Public Service Board” heretofore established for the purpose of managing the System and other water utilities of the City, as represented by the various persons appointed from time to time, and any successors thereto.

“Bond” means any of the Bonds.

“Bonds” means the City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A, authorized by Section 3.01 of this Ordinance, and any additional or different series or designation specified in an applicable Pricing Certificate.

“Bonds Similarly Secured” means collectively, the Previously Issued Bonds, the Bonds and Additional Bonds.

“Bond Counsel” means a firm of nationally recognized attorneys experienced in the issuance of bonds and acceptable to the City, initially Norton Rose Fulbright US LLP.

“Bullet Obligation” means all Bonds Similarly Secured of a series maturing in any single year in a principal amount that totals at least 15% of the initial aggregate principal amount of the entire series of such Bonds Similarly Secured.

“Business Day” means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located in the State of Texas are generally authorized or obligated by law or executive order to close.

“Chapter 1207” means Texas Government Code, Chapter 1207, as amended.

“Chapter 1371” means Texas Government Code, Chapter 1371, as amended.

“Chapter 1502” means Texas Government Code, Chapter 1502, as amended.

“City” means the City of El Paso, Texas, and with respect to those matters requiring action regarding the authority and control of management and operation of the System or the expenditure and application of the System’s revenues, “City” shall mean the Board acting on behalf of the City.

“City Council” means the governing body of the City of El Paso, Texas.

“Closing Date” means the date of the initial delivery of and payment for each series of Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, including the regulations and published rulings thereunder.

“Debt Service” means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of premium if any, and interest (to the extent not capitalized) on such obligations; provided, however, that in making such calculation the following rules shall apply:

(1) For any series of Bonds Similarly Secured issued at a variable rate, that such obligations bear, or would have borne, interest at the highest rate of (i) the actual rate on the date of calculation, or if the indebtedness is not yet outstanding, the initial rate (if established and binding), (ii) if the indebtedness has been outstanding for at least twelve months, the average rate over the twelve months

immediately preceding the date of calculation and (iii) (A) if interest on the indebtedness is excludable from gross income under the applicable provisions of the Internal Revenue Code, the most recently published Bond Buyer “Revenue Bond Index” (or comparable index if no longer published) plus 50 basis points, or (B) if interest is not so excludable, the interest rate on direct United States Treasury Obligations with comparable maturities plus 50 basis points; provided, however, that for purposes of any rate covenant measuring actual debt service during a test period, variable rate indebtedness shall be deemed to bear interest at the actual rate per annum applicable during the test period; and

(2) For any series of Bonds Similarly Secured issued as Short Term Obligations, Demand Obligations, or Bullet Obligations, Debt Service may be computed on the assumption that the principal amount shall be refinanced at maturity (or an earlier date on which principal thereof is payable on demand) by fixed rate Bonds Similarly Secured bearing interest at (a) if the interest on such obligations is excludable from gross income of the owners thereof for federal income tax purposes, a Revenue Bond Index published by the Bond Buyer or any successor publication or (b) if the interest on such obligations is not excludable from gross income of the owners thereof for federal income tax purposes, the yield on the Treasury Constant Maturity Series as reported in Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, or any successor publication as certified by the City’s financial advisor, in both cases (a) and (b) within 30 days prior to the date of such calculation (or the gross fixed or capped rate payable by the City under an interest rate swap or cap agreement that substantially hedges the rate of interest on such Bonds Similarly Secured) and maturing in substantially equal annual payments of principal and interest over a term of 25 years (or such longer period as a nationally recognized financial advisor or investment banker certifies is then reasonably attainable) or less; and

(3) For any series of Bonds Similarly Secured for which the City is entitled to receive payments from the federal or state government in such period on account of, and substantially contemporaneously with, interest paid on such Bonds Similarly Secured, the amount to be received in such period shall be deducted from such interest in computing Debt Service.

“Demand Obligations” means any Bonds Similarly Secured the principal of which is payable by the City on demand of the owner or holder thereof.

“Depository Bank” means any financial institution duly designated by the Board to serve as a depository for funds controlled by the Board.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its designated office specified in the Pricing Certificate, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EPWU” means the El Paso Water Utilities, a component unit of the City of El Paso and any successors thereto.

“Escrow Agent” means the Escrow Agent, if any, appointed and approved in the Pricing Certificate.

“Escrow Agreement” means the Escrow Agreement, if any, by and between the City and the Escrow Agent appointed and approved in the Pricing Certificate.

“Financial Advisor” means a registered “municipal advisor” under Section 15B of the Securities Exchange Act of 1934, as amended, selected by the City to provide advice to the City in the area of municipal financial products or the issuance of municipal securities, initially Hilltop Securities Inc.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the twelve month financial accounting period used by the Board in connection with the operation of the System which may be any twelve consecutive month period established by the Board.

“Government Obligations” means, unless otherwise provided in the Pricing Certificate, (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

“Improvement Fund” means the fund by such name described in Section 8.01(a)(iv) hereof.

“Initial Bond” means the Initial Bond authorized by Section 3.03 of this Ordinance.

“Initial Date” means the date designated as the Initial Date in the Pricing Certificate.

“Interest and Sinking Fund” means the fund by that name described in Section 8.01(a) hereof.

“Interest Payment Date” means the date or dates on which interest on the principal of the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing on the date specified in the Pricing Certificate.

“Issue Price” has the meaning stated in section 1.148-1(b) of the Regulations.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” shall mean Revenues of the System, with respect to any period, after deducting the System’s Operating and Maintenance Expenses during such period.

“Note Payment Fund” means the fund so designated in Section 8.01(b) hereof.

“Operating and Maintenance Expenses” shall mean all current expenses of operating and maintaining the System not paid from the proceeds of any Debt, including all salaries, labor, materials and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

“Outstanding” means when used in this Ordinance with respect to Bonds or Bonds Similarly Secured, as the case may be, means, as of the date of determination, all Bonds and Bonds Similarly Secured theretofore sold, issued and delivered by the City, except:

(1) Bonds or Bonds Similarly Secured canceled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) Bonds or Bonds Similarly Secured paid or deemed to be paid in accordance with applicable law; and

(3) Bonds or Bonds Similarly Secured that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

“Owner” means the person who is the registered owner of a Bond or Bonds.

“Paying Agent/Registrar” means Computershare Trust Company, N.A. (or such other entity or banking association determined by the Pricing Officer in the Pricing Certificate) or any successor thereto or replacement therefor as provided in this Ordinance.

“Pricing Certificate” means collectively one or more pricing certificates that set forth the terms of one or more series of Bonds in accordance with Section 3.02 of this Ordinance and

executed by the Pricing Officer, all in accordance with the provisions of Chapter 1207 and Chapter 1371.

“Pricing Officer” means the President/Chief Executive Officer of the EPWU, or in the absence thereof, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU, each acting in such capacity severally and not jointly.

“Previously Issued Bonds” means the outstanding bonds of the following issues: (1) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2009A, (2) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2015, (3) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2016, (4) City of El Paso, Texas, Municipal Drainage Utility System Revenue Improvement and Refunding Bonds, Series 2017, (5) City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Taxable Series 2021, (6) City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2021A, and (7) City of El Paso, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2022.

“Purchaser” means the initial purchaser of each series of Bonds issued hereunder as named in the applicable Pricing Certificate.

“Record Date” means with respect to each interest payment date the fifteenth day of the month next preceding such interest payment date.

“Refunded Revolving Notes” means the revolving notes described in the Pricing Certificate.

“Register” means the Register specified in Section 3.07 of this Ordinance.

“Reserve Fund” means the fund by that name described in Section 8.01(a)(iii) hereof.

“Reserve Fund Requirement” means the amount which is equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all Bonds Similarly Secured then Outstanding, as determined on the date each series of Additional Bonds are delivered or incurred, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

“Revenue Fund” means the Drainage Utility System Revenue Fund established in Section 8.01(a)(i) hereof.

“Revenues” shall mean all income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds Similarly Secured and other obligations payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and excluding those amounts subject to payment to the United States of America

as rebate pursuant to section 148 of the Code and any federal subsidies received pursuant to section 6431 of the Code.

“Rule” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“SEC” means the United States Securities and Exchange Commission.

“Short Term Obligations” means each series of bonds, notes and other debt obligations issued pursuant to a commercial paper or other similar financing program, the payment of principal of which is scheduled to be payable within one year from the date of issuance and is contemplated at the time of issuance to be refinanced through the issuance of Additional Bonds.

“Subordinate Lien Obligations” shall mean the obligations of the City under the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B and the documents pertaining thereto.

“System” or “Municipal Drainage Utility System” shall mean all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefitted property (within the meaning of the Act), including, but not limited to, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses (but excluding City parks, roads, streets and bridges in existence on June 19, 2007) and excluding the property or entities exempted from the Act pursuant to Section 552.053 of the Act.

Section 1.02 Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE 2

SECURITY FOR THE BONDS

Section 2.01 Security for the Bonds. The Bonds Similarly Secured, both principal and interest, are and shall be equally and ratably secured by and payable from an irrevocable first lien on and pledge of the Net Revenues.

Section 2.02 Limited Obligations. The Bonds Similarly Secured are special obligations of the City, payable solely from the Net Revenues, and do not constitute a prohibited indebtedness of the City. The Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation.

Section 2.03 Security Interest. The City represents that, under Chapter 1208.002, Texas Government Code, a security interest in property, other than real property, that is created by the City is valid and effective according to the terms of the security agreement and is perfected from the time the security agreement is entered into or adopted continuously through the termination of the security interest, without physical delivery or transfer of control of the property, filing of a document, or another act. The City covenants that, if Chapter 1208.002 is amended at any time while the Bonds Similarly Secured are Outstanding, the City shall take all actions required in order to preserve for the Owners of the Previously Issued Bonds, the Bonds or Additional Bonds a perfected security interest in the property in which such security interest is granted pursuant to Section 2.01 hereof.

ARTICLE 3

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization. Revenue bonds of the City are hereby authorized to be issued, in one or more series, in the maximum aggregate principal amount set forth in Section 3.02 hereof. Unless otherwise specified in a Pricing Certificate, such revenue bonds shall be designated and bear the title the “City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A” and/or such additional or different series or designations as specified by the Pricing Officer in an applicable Pricing Certificate. The Bonds shall be issued for the purposes of (i) refunding the Refunded Revolving Notes and (ii) paying the costs of issuing the Bonds, all as provided in each Pricing Certificate and in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1207, Chapter 1371, and the Charter of the City.

Section 3.02 Delegation of Authority to Pricing Officer.

(a) As authorized by Chapter 1207 and Chapter 1371, the Pricing Officer is hereby authorized to act on behalf of the City in selling and delivering the Bonds, in one or more series, and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series (whole or part) of the Refunded Revolving Notes to be refunded, determining the aggregate original principal amount of each series of Bonds, the Initial Date of each series of Bonds, any additional or different designation or title by which the Bonds shall be

known, the manner of sale (negotiated, privately placed or competitively bid), the price at which the Bonds of each series will be sold, the years in which the Bonds of each series will mature, the terms of any bond insurance applicable to a series of Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the price and terms upon and at which the Bonds of each series shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent, if necessary, and all other matters relating to the issuance, sale, and delivery of the Bonds all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of all series of Bonds issued hereunder shall not exceed \$25,330,000;

(ii) the aggregate true interest cost percentage for each series of Bonds issued hereunder shall not exceed 4.50%; and

(iii) the maximum maturity date for each series of Bonds issued hereunder shall not exceed December 31, 2042.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purpose for which the Bonds are authorized and to pay costs of issuing the Bonds. Unless otherwise extended by an act of City Council, the delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days from the date hereof. The Pricing Officer may exercise such delegation on more than one occasion during such time period.

(c) The execution of the Pricing Certificate shall evidence the sale date of the applicable series of Bonds by the City to the Purchaser.

(d) If the Pricing Officer determines that insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company (the "Insurer") a municipal bond insurance policy in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the City to obtain a municipal bond insurance policy, for so long as such policy is in effect, the requirements of the Insurer relating to the issuance of such policies are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. Each of the City Manager of the City, the President/Chief Executive Officer of the EPWU and the Pricing Officer shall have the authority to execute any documents to effect the issuance of such policy by the Insurer.

Section 3.03 Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall have the Initial Date specified in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, and shall be numbered consecutively from one upward, except the Initial Bond, which shall be numbered as specified in Section 6.02.

(b) The Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall mature on March 1 or September 1 in the years and in the principal amounts and shall bear interest at the per annum rates as specified in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or earlier redemption from the date specified in the Pricing Certificate or the most recent interest payment date to which interest has been paid or provided for at the per annum rates specified in the schedule contained in the Pricing Certificate. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing on the date specified in the Pricing Certificate, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.04 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be paid to the Owners thereof as shown in the Register at the close of business on the Record Date by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment by United States mail, first-class, postage prepaid, to the address of such person as it appears in the Register, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a Bond on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(f) Unclaimed payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the unclaimed payments pertain. Subject to Title 6 of the Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment

or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.05 Execution and Initial Registration. The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Clerk or Alternate City Clerk as of the date of adoption of this Ordinance, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(a) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(b) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond of each series has been duly approved by the Attorney General of the State of Texas and that they are valid and binding special obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(c) On the Closing Date, one Initial Bond for each series of Bonds, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and City Clerk or Alternate City Clerk, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts will be delivered to the Purchaser or its designee. Upon payment for each Initial Bond, the Paying Agent/Registrar shall cancel such Initial Bond and deliver registered definitive Bonds to DTC in accordance with Sections 3.09 and 3.11.

Section 3.06 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment

of the interest thereon (subject to the terms of this Ordinance requiring the Paying Agent/Registrar to make payments of interest to the person who is the registered owner on the Record Date or the Special Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.07 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) Registration of any Bond may be transferred in the Register only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of the Bonds, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees thereof to have the Bond or any portion thereof registered in the name of such assignee or assignees. No transfer of any Bond shall be effective until entered in the Register. Upon assignment and transfer of any Bond or portion thereof, a new Bond or Bonds will be issued by the Paying Agent/Registrar in exchange for such transferred and assigned Bond. To the extent possible the Paying Agent/Registrar will issue such new Bond or Bonds in not more than three business days after receipt of the Bond to be transferred in proper form and with proper instructions directing such transfer.

(c) Any Bond may be exchanged only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantees of signatures satisfactory to the Paying Agent/Registrar, for a Bond or Bonds of like series, of the same maturity and interest rate and in any authorized denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. If a portion of any Bond is redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds of like series, having the same maturity date, bearing interest at the same rate, in the denomination or denominations of any integral multiple of \$5,000 at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. To the extent possible, a new Bond or Bonds will be required to be delivered by the Paying Agent/Registrar to the registered owner of the Bond or Bonds in not more than three business days after receipt of the Bond to be exchanged in proper form and with proper instructions directing such exchange.

(d) Each Bond issued in exchange for any Bond or portion thereof assigned or transferred shall be of like series, of the same tenor and shall have the same maturity date and bear interest at the same rate and in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange the Bonds as provided herein, and each substitute Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such substitute Bond is delivered.

(e) The City will pay the Paying Agent/Registrar's reasonable and customary charge for the initial registration of the Bonds and the subsequent exchange of the Bonds pursuant to the provisions hereof. However, the Paying Agent/Registrar will require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond. In addition, the City hereby covenants with the Owners of the Bonds that it will (i) pay the reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on the Bonds, when due, and (ii) pay the fees and charges of the Paying Agent/Registrar for services with respect to the transfer, registration and exchange of Bonds as provided herein to the extent such fees and charges are payable hereunder by the City.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the owner of the uncalled principal balance of a Bond.

Section 3.08 Cancellation and Authentication.

(a) All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be canceled upon the making of proper records regarding such payment, redemption, exchange or replacement.

(b) Each substitute Bond issued in exchange for or replacement of (pursuant to the provisions of Section 3.10 hereof) any Bond or Bonds issued under this Ordinance shall have printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form hereinafter set forth. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such bond, manually sign and date such Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Texas Government Code, Chapter 1201, as amended, the duty of exchange or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the above Paying Agent/Registrar's Authentication Certificate, the exchanged or replaced Bonds shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which originally were delivered pursuant to

this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

Section 3.09 Temporary Bonds.

(a) Pending the preparation of definitive Bonds, the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance. The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar, and thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like series, of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City, to save each of them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, without the necessity of issuing a replacement Bond, may pay such Bond on the date on which such Bond becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.11 Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Bonds, the ownership of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Bonds shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on, the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Bonds to the extent of the sum or sums

so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word “Cede & Co.” in this Ordinance shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the blanket representation letter of the City to DTC.

ARTICLE 4

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption. The Bonds of each series shall be subject to redemption before their scheduled maturity only as provided in the applicable Pricing Certificate.

ARTICLE 5

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) Unless otherwise specified in the Pricing Certificate, Computershare Trust Company, N.A., a national banking association organized under the laws of the United States of America authorized to do business in the State of Texas, is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

(b) The Pricing Officer is authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar substantially in the form attached hereto as Exhibit A.

Section 5.02 Qualifications of Paying Agent/Registrar. Each Paying Agent/Registrar shall be a commercial bank, a national banking association trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as, and perform the duties and services of, paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination of Paying Agent/Registrar. The City reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated a certified copy of a resolution of the City (i) giving notice of the termination of the appointment, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar.

Section 5.05 Notice of Change of Paying Agent/Registrar to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by United States mail, first-class, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement of Paying Agent/Registrar to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07 Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE 6

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds of each series, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in **Exhibit B** attached hereto with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the

Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any applicable statement of insurance and any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof. Each Pricing Certificate shall set forth the final and controlling terms of the respective series of Bonds. Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(b) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof. The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds. The form of each series of Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas (which shall only appear on the Initial Bond), the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on each series of Bonds shall be substantially in the form of attached **Exhibit B**.

Section 6.03 CUSIP Registration. The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving such Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on each Bond over the certification of the City Clerk or Alternate City Clerk of the City, which certification may be executed in facsimile.

Section 6.05 Statement of Insurance. A statement relating to a municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE 7

PUBLIC SERVICE BOARD

Section 7.01 Public Service Board.

(a) Pursuant to the authority contained in Texas Government Code, Section 1502.071, as amended, during such time as any of the Bonds herein authorized are outstanding and unpaid, the Board shall have complete authority and control of the management and operation of the System.

(b) The Board shall consist of seven members, one of whom shall be the Mayor of the City who shall ex officio be one member of the Board. Each term of office shall be four years with no member being appointed to more than two consecutive terms. To the extent not prohibited

by State law or in conflict with the ordinances authorizing the Bonds Similarly Secured, each member shall continue to serve until his or her successor is appointed and qualified, or until 30 days have passed beyond the expiration of such term, whichever event occurs first. After that time a vacancy on the Board shall exist and the former member shall have no power to vote or participate in Board proceedings; but such vacancy shall not serve to reduce the number of members required for a quorum.

Each vacancy in Board membership whether occasioned by expiration of office or otherwise shall be filled by the City Council from three persons eligible to serve as Board members and presented to City Council. A selection committee selected by the City Council and comprised of the Board and such additional members as appointed by City Council shall agree upon and submit to City Council the names of such three eligible persons.

Any member of the Board, other than the Mayor, who shall be continuously absent from all meetings of the Board for a period of three consecutive months shall, unless he or she shall be granted leave of absence by the unanimous vote of the remaining members of the Board, be removed from office, but only for adequate cause. As City Council appointees, members of the Board are subject to the City's ethics ordinance, Chapter 2.92 of the City Code of the City, as amended, and must comply with the applicable provisions contained therein.

(c) The Board shall elect one of its own members as Chairman and one as Vice-Chairman and appoint a Secretary and a Treasurer or a Secretary-Treasurer, who may, but need not, be a member or members of the Board. The Board may make such regulations or any by-laws for the orderly handling of its affairs as it may in its discretion see fit and shall thereafter, subject to the pertinent laws of the State of Texas, operate and manage the System with the same freedom and in the same manner as are ordinarily enjoyed by the Board of Directors of a private corporation operating properties of a similar nature.

Subject to the provisions and restrictions contained in this Ordinance, all of which shall be binding on the Board, the Board shall have complete authority and control of the management and operations of the System and the expenditure and application of its revenues.

(d) The Board shall elect or appoint all officers and employees which it may consider desirable, including a President/Chief Executive Officer of the EPWU. The President/Chief Executive Officer shall be responsible to appoint officers and employees that directly report to the President/Chief Executive Officer, including, an attorney or attorneys, vice president(s) and such other personnel that directly report to the President/Chief Executive Officer. All other officers and employees, except members of the Board, the President/Chief Executive Officer, attorneys, vice president(s) and persons directly reporting to the President/Chief Executive Officer or vice president(s) shall serve under the City Civil Service provisions as are or may be established by the Charter of the City or the laws of Texas, and the Board shall have the same authority with respect to such officers and employees as that of the City Council with respect to other officers and other employees of the City. The Board shall obtain and keep continually in force an employers' fidelity and indemnity bond of the so-called blanket type, written by a solvent and recognized indemnity company, and covering losses to the amount not to exceed \$50,000.

(e) The members of the Board, other than the Mayor shall, for each meeting attended, receive the sum of \$20.00, except that the amount so paid to any member of the Board in any fiscal year shall not exceed \$5,000. The members of the Board shall not personally be liable for any act or omission not willfully fraudulent or committed in bad faith.

ARTICLE 8

FUNDS; FLOW OF FUNDS

Section 8.01 Special Funds.

(a) The City covenants and agrees that all revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, the following special funds heretofore established are hereby reaffirmed and shall be maintained at the Depository Bank so long as any of the Bonds Similarly Secured are Outstanding, to-wit:

(i) “City of El Paso, Texas, Municipal Drainage Utility System Revenue Fund” (herein called the “Revenue Fund”);

(ii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Interest and Sinking Fund” (herein called the “Interest and Sinking Fund”);

(iii) “City of El Paso, Texas, Municipal Drainage Utility System Bonds Reserve Fund” (herein called the “Reserve Fund”); and

(iv) “City of El Paso, Texas, Municipal Drainage Utility System Improvement Fund” (herein called the “Improvement Fund”).

The Interest and Sinking Fund and the Reserve Fund shall be held in trust solely for the benefits of the Owners and the Owners of the Bonds Similarly Secured.

(b) The “City of El Paso, Texas Municipal Drainage Utility System Revolving Note Payment Fund” (the “Note Payment Fund”) heretofore created by the ordinance authorizing the City’s Tax-Exempt Revolving Notes, Series A and Taxable Revolving Notes, Series B, herein referred to as the “Subordinate Lien Obligations,” is hereby reaffirmed.

Section 8.02 Revenue Fund. All Revenues shall be deposited from day to day as collected into the Revenue Fund. Moneys on deposit in the Revenue Fund shall first be used to pay all Operating and Maintenance Expenses. The Revenues of the System not actually required to pay Operating and Maintenance Expenses (the “Net Revenues”) shall be transferred from the Revenue Fund to the other Funds in this Ordinance, in the order of priority, in the manner, and in the amounts set forth below:

(a) Interest and Sinking Fund. In addition to the deposits required by ordinances authorizing the Previously Issued Bonds, there shall be deposited into the Interest and Sinking Fund the following:

(i) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the interest scheduled to come due on the Bonds on the next

interest payment date, less any amounts already on deposit therein for such purpose derived from the proceeds of the Bonds or from any other lawfully available source; and

(ii) such amounts, in equal monthly installments, commencing on the first day of the month next following the Closing Date, and on the first day of each month thereafter, as will be sufficient to pay the next maturing principal of the Bonds, including any scheduled mandatory redemption of Bonds.

The Interest and Sinking Fund shall be used to pay the principal of and interest on the Bonds Similarly Secured as such principal matures and such interest becomes due.

(b) Reserve Fund. So long as the funds on deposit in the Reserve Fund created for the benefit of the Bonds Similarly Secured are equal to the Reserve Fund Requirement, no deposits need to be made to the credit of the Reserve Fund; but should the Reserve Fund at any time contain less than the Reserve Fund Requirement, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, the City shall transfer from the Net Revenues in the Revenue Fund and deposit to the credit of the Reserve Fund, on the first day of each month, such amounts in equal monthly installments to accumulate within sixty (60) months a sum equal to the Reserve Fund Requirement. The money on deposit in the Reserve Fund may be used to pay the principal of and interest on the Bonds Similarly Secured at any time there are not sufficient funds on deposit in the Interest and Sinking Fund for such purpose.

In accordance with the procedures specified in the preceding paragraph, the City hereby directs that the deposits, if any, being made to the Reserve Fund be increased to accumulate in the Reserve Fund within sixty (60) months from the date of the Bonds an amount equal to the Reserve Fund Requirement.

Notwithstanding anything herein to the contrary, the City retains the right, with respect to the Bonds and subsequent issues of Additional Bonds to fund the Reserve Fund Requirement in whole or in part with a surety bond or insurance policy issued by an insurance company or other entity that is rated either for the long term unsecured debt of the issuer of such surety bond or for obligations insured, secured or guaranteed by such issuer have a rating in the highest letter category by two major municipal securities rating or evaluation services, and money deposited to the credit of the Reserve Fund may be used to make any payments required to satisfy the City's repayment obligation to the issuer of such surety bond or insurance policy in the same manner and with like effect as if such payments were being used to accumulate, maintain or restore the Reserve Fund Requirement in cash or with authorized investments.

(c) Note Payment Fund. In addition to the foregoing deposits, in order to provide for the payment of and security for any Subordinate Lien Obligations there shall be deposited to the Note Payment Fund amounts sufficient to pay when due the principal of and interest on the Subordinate Lien Obligations.

(d) Improvement Fund. All money remaining in the Revenue Fund at the end of each month after all payments required to be made therefrom in such month have been made and all deficiencies accumulated from prior months have been remedied shall continue to be paid to the Improvement Fund established in connection with the System, and shall be held in and paid out from such Fund for the following purposes:

(i) To pay the cost of any special or extraordinary repairs or replacements to or of the properties comprising the System, properly payable with such money under the laws of the State of Texas, necessitated by reason of some emergency; and

(ii) To the extent now or hereafter permitted by law, any lawful purpose.

Section 8.03 Investment of Funds.

(a) Money deposited to the credit of any Fund referenced in this Ordinance may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds"; provided that all such investments shall be made in such a manner that the money required to be expended from such Funds will be available at the proper time or times. Such investments (except State and Local Government Series investments held in book entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 30 days of the date of passage of each ordinance authorizing the issuance of Additional Bonds. All interest and income derived from deposits and investments in the Interest and Sinking Fund immediately shall be credited to, and any losses debited to, the Interest and Sinking Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 8.02(b) hereof, be credited to and deposited in the Revenue Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

All moneys on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds.

Section 8.04 Contributions in Aid of Construction. Any moneys that may be received by the Board that shall represent contributions in aid of construction shall be deposited in a separate account at the Depository Bank. Such contributions shall not be considered as part of the Revenues of the System. Payments from such bank account shall be made only for the purposes for which the contributions were made, including any refunds that may become due to any contributor.

ARTICLE 9

DEPOSIT OF PROCEEDS; CONTROL AND DELIVERY OF BONDS

Section 9.01 Deposit of Proceeds.

(a) The proceeds of sale of each series of Bonds shall be disbursed by the Paying Agent/Registrar on the Closing Date pursuant to written instructions from the City's Financial Advisor.

(b) All amounts, if any, received on the Closing Date as accrued interest on the Bonds shall be deposited to the Interest and Sinking Fund.

(c) Bond proceeds, less the accrued interest, if any, referenced in the preceding paragraph, amounts to pay costs of issuance and amounts to pay municipal bond insurance premium, if any, shall be deposited as provided in the applicable Pricing Certificate.

Section 9.02 Control and Delivery of Bonds.

(a) The Mayor, or in his absence, the Mayor Pro-Tem, is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision of the City Manager of the City or the President/Chief Executive Officer of the EPWU against receipt by the City of all amounts due the City under the terms of the sale.

ARTICLE 10

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01 Insurance. The City hereby agrees that it will carry at all times for the benefit of the Owners of the Bonds, such insurance on the System that is reasonably obtainable of the kinds and in the amounts which are usually carried by private companies operating similar properties. Such insurance may be provided by means of a self-insurance fund in which event deposits to such fund shall be a maintenance and operating expense of the System.

Section 10.02 Books and Records. The City hereby covenants and agrees that complete and proper books of records and account will be kept and that the Owners of any of the Bonds, or any duly authorized agent or agents of such Owners, shall have the right to inspect such records at all reasonable times. The Board will within sixty (60) days following the close of each fiscal year, cause an audit of the books and accounts to be made by an independent firm of certified public accountants and that such audit will be available for inspection by the Owners of any of the Bonds.

Section 10.03 Additional Covenants.

(a) Additional Bonds. The City may issue "Additional Bonds" if the following conditions are met:

(i) the City is not then in default as to any covenant, condition or obligation prescribed by an ordinance authorizing the issuance of any bonds payable from and secured by a first lien on and pledge of the Net Revenues;

(ii) the Additional Bonds are made to mature on March 1 or September 1 in each of the years in which they are scheduled to mature;

(iii) the City has secured a certificate or opinion of a Certified Public Accountant to the effect that, according to the books and records of the City, the Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out

of the 15 months, immediately preceding the date of issuance of the Additional Bonds (the date of issuance being the date of delivery of all or a portion of the Additional Bonds to the initial purchasers) are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds Similarly Secured after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least sixty (60) days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant; and

(iv) the Reserve Fund Requirement shall be increased as necessary and any such additional amount shall be accumulated in equal monthly installments during a period not to exceed sixty (60) months.

(b) Refunding Bonds. The City reserves the right to issue refunding bonds to refund all or any part of the Bonds Similarly Secured (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all such Bonds Similarly Secured then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in subparagraph (a)(iii) of this Section shall be satisfied and the certificate of the Accountant required in subparagraph (a)(iii) shall give effect to the Debt Service requirements of the proposed refunding bonds (and shall not give effect to the Debt Service requirements of the Bonds Similarly Secured being refunded following their cancellation or provision being made for their payment).

(c) Obligations of Inferior Lien and Pledge. The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Net Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds Similarly Secured, as may be authorized by the laws of the State of Texas.

(d) Maintain and Operate System Efficiently. The City and the Board hereby covenant, respectively, that they will maintain and operate the System with all possible efficiency, in good working order and at a reasonable cost while any of the Bonds remain Outstanding and faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State.

(e) Rate Covenant. The Board hereby covenants that it will establish and maintain rates for services supplied by the System which shall produce or yield Net Revenues equal to 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(f) Debt Service Coverage Ratio. The Board hereby covenants that each Fiscal Year while the Bonds are Outstanding, it will operate the System in a manner that results in the Net Revenues equaling 1.25 times the Average Annual Debt Service requirements of all Bonds Similarly Secured.

(g) Charges for Water and Sewer and Drainage Service. The City and the Board hereby covenant that charges for drainage services will be made jointly with charges made for the sale of water and sewer services. Such charges shall be required to be paid by the customer at the same time.

(h) Enforcement. To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 552.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

(i) Nonimpairment of Lien. The City and the Board hereby covenant, respectively, to take no action or omit to take any action, or suffer to be done or omitted to be done, any matter or thing whatsoever whereby the lien of the Bonds Similarly Secured on the Net Revenues of the System might or could be lost or impaired, and that the Board will pay or cause to be paid, or will make adequate provision for the satisfaction and discharge of all lawful claims and demands for labor, materials, supplies, or other objects which, if unpaid, might by law be given precedence to, or an equality with the Bonds Similarly Secured as a lien or charge upon the revenues of the System or any part thereof; provided that nothing in this subsection (i) shall be construed to require the Board to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested.

(j) No Sale or Encumbrance of System. The City and the Board hereby covenant, respectively, that they will not in any manner dispose of the System or any substantial part thereof, including any and all extensions and additions that may be made thereto, until the Bonds Similarly Secured shall have been paid in full as to both principal and interest; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property, which in the Board's judgment has become inexpedient to use in connection with the System, when other property of equal value is substituted therefor or when the proceeds of such disposition of such property are placed in the Interest and Sinking Fund, in addition to all other amounts required to be placed in the Interest and Sinking Fund in the current fiscal year, and are used for the retirement of Bonds Similarly Secured in advance of their respective maturities.

(k) No Competing Systems. The City hereby covenants that it will not grant a franchise for the operation of any competing drainage system in the City until all Bonds Similarly Secured have been paid in full with respect to principal and interest.

(l) No Free Service. The Board hereby covenants that it will not permit free drainage to be supplied to the City or to any other user (other than those persons exempt under the Act and/or applicable law) and the City hereby agrees that it will pay from its general fund the reasonable value of all drainage services obtained from the System by the City and all departments and agencies thereof.

Section 10.04 Payment of Bonds. While any of the Bonds are Outstanding, the Chief Financial Officer of the EPWU shall cause to be transferred to the Paying Agent/Registrar therefor, from funds on deposit in the Interest and Sinking Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of principal of the

Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the business day next preceding the date of payment for the Bonds.

ARTICLE 11

COVENANTS TO MAINTAIN TAX EXEMPT STATUS

Section 11.01 Covenants to Maintain Tax Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“Closing Date” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“Code” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“Computation Date” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Gross Proceeds” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“Investment” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Nonpurpose Investment” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“Rebate Amount” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“Regulations” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which, if made or omitted, respectively, would cause interest on any Bond issued hereunder to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last stated maturity of the Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Revolving Notes), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Revolving Notes) or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final

stated maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Interest and Sinking Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148 3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the stated maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the City Manager, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU and/or the Chief Financial Officer of the EPWU, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Bonds Not Hedge Bonds. (1) At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such original obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The payment and discharge of the Refunded Revolving Notes will occur within ninety (90) days after the issuance of the Bonds and, therefore, the portion of the Bonds issued to refund such obligations are a current refunding.

Section 11.02 Continuing Obligation. Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of this Article 11 shall survive the defeasance and discharge of the Bonds.

ARTICLE 12

DEFAULT AND REMEDIES

Section 12.01 Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in payments to be made to the Interest and Sinking Fund or the Reserve Fund as required by the Ordinance, or (b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in the Ordinance, the Owner or Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition

or obligation prescribed in the Ordinance. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, nor shall such delay or omission be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 12.02 Remedies Not Exclusive. No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE 13

DISCHARGE

Section 13.01 Discharge. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of Net Revenues of the System under this Ordinance and all covenants, agreements, and other obligations of the City to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent or (ii) Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof. In the event of a defeasance of the Bonds, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent certified public accountant, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Obligations to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use will be made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or the regulations adopted pursuant thereto.

All moneys so deposited with the Paying Agent/Registrar or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the

Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section, which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity of the Bonds such moneys were deposited and are held in trust to pay shall upon request of the City be remitted to the City against a written receipt therefor. The provisions of this paragraph are subject to the applicable unclaimed property law of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Obligations for the Government Obligations originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

ARTICLE 14

SALE AND DELIVERY OF BONDS; OFFICIAL STATEMENT

Section 14.01 Sale of Bonds - Official Statement.

(a) The Bonds authorized by this Ordinance may be sold by the City to the Purchaser by (i) negotiated sale, in accordance with one or more bond purchase agreements (each, a "Purchase Contract"), (ii) private placement, in accordance with one or more agreements to purchase or other agreement, or (iii) competitive bidding, in accordance with the successful bid(s) submitted therefor, as determined by the Pricing Officer, in accordance with Article 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchaser in the applicable Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement(s) to purchase in the event of a private placement, or the successful bid form(s) in the event of a competitive sale, as applicable, for and on behalf of the City and as the act and deed of this City Council.

The Mayor, City Clerk and Alternate City Clerk of the City are further authorized and directed to manually or electronically execute and deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement, prepared in connection with the offering of the Bonds by the Purchaser, in final form as may be required by the Purchaser, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually or

electronically executed by such officials shall be deemed to be approved by the City Council of the City and constitute the Official Statement authorized for distribution and use by the Purchaser.

(b) The City Manager, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, the Chief Financial Officer of the EPWU or any other officer of the City are each authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of this Ordinance and the Pricing Certificate.

(c) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Norton Rose Fulbright US LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date. The engagement of such firm as Bond Counsel to the City in connection with the issuance of its System revenue bonds is hereby approved and confirmed.

ARTICLE 15

CONTINUING DISCLOSURE UNDERTAKING

Section 15.01 Annual Reports.

(a) The City shall cause the Board to provide annually to the MSRB (1) within six months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate) financial information and operating data with respect to the System of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part such financial information and operating data, audited financial statements of the System, when and if available, and in any case within 12 months after the end of each fiscal year (beginning with the fiscal year stated in the Pricing Certificate). Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation, and audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not available by the required time, the Board will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available.

(b) If the Board changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

Section 15.02 Notice of Certain Events.

(a) The City will cause the Board to provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) non-payment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) modifications to rights of Owners of the Bonds, if material;
- (viii) bond calls, if material, and tender offers;
- (ix) defeasances;
- (x) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes;
- (xii) bankruptcy, insolvency, receivership, or similar event of the Board or City, which shall occur as described below;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Board or City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) incurrence of a Financial Obligation of the Board, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Board, any of which affect security holders, if material; and
- (xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Board, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (a)(xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Board or City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Board or City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Board or City, and (b) the City intends the words used in the immediately preceding subsections (a)(xv) and (a)(xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) The City hereby instructs the Board to notify the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this Section by the time required by this Section.

Section 15.03 Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 15.04 Limitations, Disclaimers and Amendments

(a) The City, acting through the Board, shall be obligated to observe and perform the covenants specified in this Article with respect to the City, the Board and the Bonds while, but only while, the City or the Board remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City will cause the Board in any event to give notice required by Section 15.02 hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person”.

(b) The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD OR THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS

PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the Board or the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

(d) Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board or the City under federal and state securities laws.

(e) Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City or the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE 16

PAYMENT OF REFUNDED REVOLVING NOTES; ESCROW AGENT

Section 16.01 Payment of Refunded Revolving Notes. Following the deposit of funds to the credit of the Note Payment Fund as specified in the Pricing Certificate, the Refunded Revolving Notes shall be payable solely from and secured by such deposits and shall cease to be payable from Net Revenues.

Section 16.02 Escrow Agreement.

(a) An "Escrow Agreement" (the "Escrow Agreement") by and between the City and an authorized escrow agent designated in the Pricing Certificate (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized

and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this City Council; and such Escrow Agreement as executed by such Pricing Officer shall be deemed approved by this City Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Revolving Notes;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Revolving Notes.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement (the "Escrowed Securities"), if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchaser for deposit to the credit of the "CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2022A ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement. To the extent permitted by the Escrow Agreement and if the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to direct the Escrow Agent to reinvest cash balances representing receipts from the Escrowed Securities, make substitutions of the Escrowed Securities or redeem the Escrowed Securities and reinvest the proceeds thereof in substituted Escrowed Securities and authorize the Escrow Agent to enter into any associated contract with a provider of such Escrowed Securities as long as any such substituted Escrowed Securities mature on the dates and in the amounts specified in a verification report as sufficient to pay the principal of and redemption premium, if any, and interest on the Refunded Revolving Notes when due. All Escrowed Securities delivered under such an arrangement shall be delivered to the Escrow Agent on a "delivery versus payment" basis. To the extent the Pricing Officer determines such an arrangement is in the City's best interest, the Pricing Officer is authorized to sign any associated contract, agreement, certificate or instruction letter with respect to such arrangement.

On or immediately prior to the date of the delivery of the Bonds to the Purchaser, the Pricing Officer, or other authorized City official, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Revolving Notes an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Revolving Notes (or the amount of accrued interest due thereon) on their scheduled maturity date (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

ARTICLE 17

MISCELLANEOUS

Section 17.01 Amendment to Ordinance.

(a) ***Amendments Without Consent.*** This Ordinance, the Pricing Certificate, and the rights and obligations of the City and of the owners of the Bonds may be modified or amended at any time without notice to or the consent of any owner of the Bonds or any other Previously Issued Bonds, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the City contained in this Ordinance or the Pricing Certificate, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the City in this Ordinance or the Pricing Certificate;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Ordinance or the Pricing Certificate, upon receipt by the City of an opinion of nationally recognized bond counsel, that the same is needed for such purpose, and will more clearly express the intent of this Ordinance or the Pricing Certificate;

(iii) To supplement the security for the Bonds, replace or provide additional credit facilities, or change the form of the Bonds or make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Bonds Similarly Secured, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Bonds Similarly Secured; or

(v) To make such other changes in the provisions hereof as the City may deem necessary or desirable and which shall not, in the judgment of the City, materially adversely affect the interests of the owners of outstanding Previously Issued Bonds.

Notice of any such amendment may be published by the City in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Ordinance, the owners of outstanding Bonds aggregating a majority in outstanding principal amount shall have the right from time to time to approve any amendment, other than amendments described in subsection (a) of this Section, to this Ordinance or the Pricing Certificate which may be deemed necessary or desirable by the City; provided, however, that nothing herein contained shall permit

or be construed to permit, without the approval of the owners of all of the outstanding Bonds, the amendment of the terms and conditions in this Ordinance, in the Pricing Certificate or in the Bonds so as to:

- (i) Make any change in the maturity of the outstanding Bonds;
- (ii) Reduce the rate of interest borne by outstanding Bonds;
- (iii) Reduce the amount of the principal payable on outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the owners of less than all Bonds then outstanding; or
- (vi) Change the minimum percentage of the outstanding principal amount of Bonds necessary for consent to such amendment.

(c) **Notice.** If at any time the City shall desire to amend this Ordinance or the Pricing Certificate other than pursuant to subsection (a) of this Section, the City shall cause written notice of the proposed amendment to be given by certified mail to each registered owner of the Bonds affected at the address shown on the Register. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file with the City Clerk or Alternate City Clerk for inspection by all owners of Bonds.

(d) **Consent Irrevocable.** Any consent given by any owner of Bonds pursuant to the provisions of this Section shall be irrevocable for a period of eighteen (18) months from the date of mailing of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Bonds during such period. Such consent may be revoked at any time after eighteen (18) months from the date of mailing by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in outstanding principal amount of Bonds, prior to the attempted revocation, consented to and approved the amendment.

(e) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the registration books kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 17.02 Further Procedures. The Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU, and/or the Chief Financial Officer of the EPWU and all other officers, employees and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal of the City and on behalf of the City all agreements, instruments, or such other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and

delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the President/Chief Executive Officer of the EPWU, the Vice President of Strategic, Financial and Management Services of the EPWU or the Chief Financial Officer of the EPWU and the City's Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance: (i) in order to cure any technical ambiguity, formal defect, or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Additionally, the Mayor, Mayor Pro Tem, the City Clerk, the Alternate City Clerk, the City Manager of the City, the Chief Financial Officer of the City or the Pricing Officer may execute, authenticate, certify, or endorse or authorize to be executed, authenticated, certified, or endorsed with such officer's facsimile signature instead of the officer's manual signature any written agreement, including a contract, purchase order or surety bond, and any related document, including an application, certificate, or approval. For purposes of this Ordinance, "facsimile signature" means a reproduction of the manual signature of an authorized officer that is made by any method.

Section 17.03 Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

Section 17.04 Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 17.05 Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 17.06 Effectiveness. This Ordinance shall take effect and be in force from and after its passage and approval.

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APPROVED AND ADOPTED this 26th day of April, 2022.

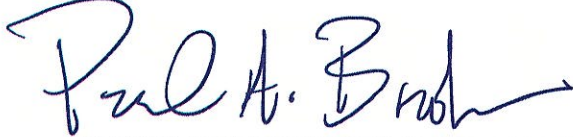
Oscar Leeser
Mayor, City of El Paso, Texas

ATTEST:

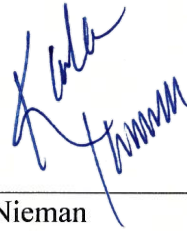
Laura D. Prine
City Clerk, City of El Paso, Texas

(SEAL)

APPROVED AS TO FORM:



Paul A. Braden
Bond Counsel



Karla Nieman
City Attorney
City of El Paso, Texas

APPROVED AS TO CONTENT:



Arturo Duran
Chief Financial Officer
El Paso Water Utilities

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CITY OF EL PASO, TEXAS,
MUNICIPAL DRAINAGE UTILITY SYSTEM
REVENUE REFUNDING BONDS, SERIES 2022A

INTEREST RATE:	MATURITY DATE:	INITIAL DATE:	CUSIP NO.:
_____ %	March 1, 20____	_____, 20____	_____

The City of El Paso (the "City"), in the County of El Paso, State of Texas, for value received, hereby promises to pay to

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for prior redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the date of delivery or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing _____ 1, 20____. The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated payment/transfer office in Minneapolis, Minnesota (the "Designated Payment/Transfer Office") of Computershare Trust Company, N.A., Paying Agent/Registrar, or at the Designated Payment/Transfer Office of any successor thereto. Interest on this Bond is payable by check, dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds

for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which date shall be fifteen days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____, 20__, issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds"), and issued pursuant to the authority provided by Texas Government Code, Chapters 1207, 1371 and 1502, as amended, and a certain ordinance of the City (the "Ordinance"), for the purposes of (i) refunding the Refunded Revolving Notes and (ii) paying the costs of issuing the Bonds as described in the Ordinance. Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance.

The Bonds are special obligations of the City, payable solely from and, together with the Previously Issued Bonds (identified and defined in the Ordinance), equally and ratably secured by a first lien on and pledge of the Net Revenues (as defined in the Ordinance) of the City's Municipal Drainage Utility System (as defined in the Ordinance and hereinafter referred to as the "System"). The Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Net Revenues. The Owner hereof shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation.

Subject to satisfying the terms and conditions prescribed therefor, the City has reserved the right to issue additional revenue obligations payable from and equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System, in the same manner and to the same extent as the Bonds.

The City reserves the option to redeem Bonds maturing on or after March 1, 20__, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on _____, 20__ or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the redemption date. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall assign a separate number for each \$5,000 portion of the Bonds and select the portion or portions of the Bond to be redeemed by lot or by any other customary method that results in a random selection.

[The Bonds stated to mature on March 1, 20__ and March 1, 20__ (the “Term Bonds”) are subject to scheduled mandatory redemption and will be redeemed by the City, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the following schedule:

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$,000
March 1, 20__ (maturity)	\$,000

Term Bonds Maturing March 1, 20__	
<u>Redemption Date</u>	<u>Principal Amount</u>
March 1, 20__	\$,000
March 1, 20__	\$,000
March 1, 20__	\$,000
March 1, 20__ (maturity)	\$,000

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Notice of such redemption or redemptions shall be given by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each of the Bonds to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable

to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption when such redemption is to occur within 45 calendar days after the transfer or exchange date. However, such limitations of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City, the Paying Agent/Registrar, nor any such agent shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that this Bond has been duly and validly issued and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; and that the interest on and principal of this Bond and the series of which it is a part, together with the Previously Issued Bonds, are secured by and payable from an irrevocable first lien on and pledge of the Net Revenues of the System, as provided in Ordinance, and not from any other revenues, funds or assets of the City.

This Bond shall not be deemed to constitute a debt of the City or a pledge of its faith and credit; nor shall the Owners hereof ever have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Clerk or Alternate City Clerk, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Clerk
City of El Paso, Texas

Mayor
City of El Paso, Texas

(SEAL)

(b) Form of Comptroller's Registration Certificate.

[to be printed on Initial Bond only]

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS § REGISTER NO. _____
OF THE STATE OF TEXAS §

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of El Paso, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same and that such Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, on this date: _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

(c) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in Minneapolis, Minnesota is the Designated Payment/Transfer Office for this Bond.

COMPUTERSHARE TRUST COMPANY,
N.A., as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Bond shall be in the form set forth in subsection (a) of this Exhibit, except for the following alterations:

(i) Immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall be completed with the words "As Shown Below," and the heading "CUSIP No." shall be deleted.

(ii) in the first paragraph of the Bond the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on March 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
-------------	-------------------------	----------------------

(Information to be inserted from the Pricing Certificate)

(iii) the Initial Bond shall be numbered T-1.

(f) The Comptroller’s Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

(g) The Certificate of the Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller’s Registration Certificate appears thereon.

RESOLUTION

A RESOLUTION REQUESTING THAT THE EL PASO CITY COUNCIL AUTHORIZE THE ISSUANCE OF UP TO \$25,330,000 OF CITY OF EL PASO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2022A TO PAY OFF \$25,000,000 IN DIRECT FUNDED REVOLVING LOAN NOTES, AND FUND INTEREST AND RELATED TRANSACTION COSTS, PROVIDED THAT CERTAIN PARAMETERS ARE MET.

WHEREAS, on June 19, 2007, the City Council of the City of El Paso, Texas established the El Paso Texas Municipal Drainage Utility System by Ordinance Number 016668 for the management and control of stormwater drainage and infrastructure; and,

WHEREAS, the El Paso City Council, as authorized by State law, vested the complete authority and control of the management and operation of the El Paso, Texas Municipal Drainage Utility System (the “System”) in the El Paso Water Utilities Public Service Board (the “Public Service Board”); and

WHEREAS, the Public Service Board hereby finds and determines that it is in the best interests of the System to issue the City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A (the “Bonds”) in order to pay off \$25,000,000 in Municipal Drainage Utility System Tax-Exempt Revolving Notes, Series A (the “Notes”) issued pursuant to the “City of El Paso, Texas Municipal Drainage Utility System Revolving Note Private Placement Program”; and,

WHEREAS, the Public Service Board is requesting that the El Paso City Council authorize the issuance of up to \$25,330,000 of Bonds, to pay off the Notes and fund related transaction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. That the findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board, which has been vested with complete authority and control of the management and operation of the Municipal Drainage Utility System and made a part of this Resolution for all purposes.

Section 2. That the Public Service Board hereby requests the El Paso City Council to authorize the issuance of up to \$25,330,000 of City of El Paso, Texas, Municipal Drainage Utility System Revenue Refunding Bonds, Series 2022A to pay off \$25,000,000 in Notes, and to fund interest and related transaction costs, provided that certain parameters approved by the City’s bond ordinance are met.

PASSED AND APPROVED at the regular meeting of the Public Service Board, this 13th day of April, 2022, at which meeting a quorum was present and which was held in accordance with the provisions of Texas Government Code, Sections 551.001, et. seq.

ATTEST:


Bryan Morris, Secretary/Treasurer

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD


Kristina D. Mena, Chair

APPROVED AS TO CONTENT:


Arturo Duran
Chief Financial Officer

APPROVED AS TO FORM:


Daniel Ortiz
General Counsel



Legislation Text

File #: 22-176, 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 Peter Pacillas, (915) 212-4308

AGENDA LANGUAGE:

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

An Ordinance amending Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability) to clarify the Reasonable Sensibilities Standard; Section 9.40.030 (Sound Level Violations) to clarify the maximum sound level, that sound levels apply to properties producing the noise, and the locations of sound readings; Section 9.40.040 (Vibration) to clarify that Vibration Violations can occur on any affected property; Section 9.40.070 (Penalties) to clarify that the city may seek civil action and penalties of up to \$1,000 per day; Section 9.40.080 (Enforcement) to clarify which departments have authority to enforce; the penalty as provided in Section 9.40.070 of the City Code. [POSTPONED FROM 03-01-2022]

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

AGENDA DATE: 02/15/22

PUBLIC HEARING DATE: 03/01/2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Peter Pacillas, 915-212-4308

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2-Set the Standard for a Safe and Secure City

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL, THAT SOUND LEVELS APPLY TO PROPERTIES PRODUCING THE NOISE, AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance.

AMOUNT AND SOURCE OF FUNDING:

N/A

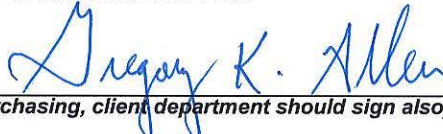
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Chief Gregory K. Allen



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

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 9 (HEALTH AND SAFETY), CHAPTER 9.40 (NOISE), SECTION 9.40.020 (APPLICABILITY) TO CLARIFY THE REASONABLE SENSIBILITIES STANDARD; SECTION 9.40.030 (SOUND LEVEL VIOLATIONS) TO CLARIFY THE MAXIMUM SOUND LEVEL, THAT SOUND LEVELS APPLY TO PROPERTIES PRODUCING THE NOISE, AND THE LOCATION OF SOUND READINGS; SECTION 9.40.040 (VIBRATION) TO CLARIFY THAT VIBRATION VIOLATIONS CAN OCCUR ON ANY AFFECTED PROPERTY; SECTION 9.40.070 (PENALTIES) TO CLARIFY THAT THE CITY MAY SEEK CIVIL ACTION AND PENALTIES OF UP TO \$1,000 PER DAY; SECTION 9.40.080 (ENFORCEMENT) TO CLARIFY WHICH DEPARTMENTS HAVE AUTHORITY TO ENFORCE; THE PENALTY AS PROVIDED IN SECTION 9.40.070 OF THE CITY CODE.

WHEREAS, the El Paso City Council passed and approved Ordinance No. 018908 on February 26, 2019, amending Chapter 9.40 of the El Paso City Code relating to noise nuisance; and

WHEREAS, the El Paso Police Department has responded to 131 calls for police service regarding noise disturbances from April 2021 to January 2022; and

WHEREAS, the El Paso Police Department and Code Enforcement has taken approximately 2,062 readings from various business establishments from April 2021 to January 2022; and

WHEREAS, approximately 50 of the 2,062 readings, or 2.42% of total readings, resulted in violations of the El Paso City Code; and

WHEREAS, the El Paso City Council wishes to further amend Chapter 9.40 of the El Paso City Code, to clarify the requirements of the Chapter.

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

Section 1. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.020 (Applicability), Subsection B.5. shall be amended as follows:

5. Exterior loudspeakers. Operating or permitting to be operated any loudspeaker or sound-amplifying equipment in a fixed or movable position in or upon any street, alley, sidewalk, park, place, or public or private property for the purpose of commercial advertising, giving instructions, directions, talks, addresses, lectures, or transmitting music to any persons or assemblages of persons in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort, or repose of a person of reasonable sensibilities.

Section 2. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.030 (Sound level violations), Subsections A. and B. shall be amended and Subsection D. added as follows:

- A. It shall be unlawful for any person to conduct, permit, allow, or produce a sound that is discernable beyond the property lines of the property on which the sound is

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

being produced that, when measured with a sound level meter using the standardized frequency weighting as specified by the American National Standards Institute, exceeds sixty-five dB(A) between the hours of 10:00 p.m. and 7:00 a.m. daily for the property on which the sound is produced.

- B. The dB(A) levels set forth in this section apply to a property where the sound is being produced. Any sound that when measured at the property where the sound is being produced exceeds the dB(A) level set forth in this section is a violation of this chapter.
- C. Procedure. Sound levels regulated in this chapter shall be measured in accordance with a city-adopted policy.
- D. Reading Locations. The location selected for measuring noise levels shall be at the property line of the property producing the noise.

Section 3. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.040 (Vibration), shall be amended as follows:

It shall be unlawful for any person to create, maintain or cause any ground or airborne vibration which is perceptible without instruments by a person at any point on any affected property, in such a manner as to unreasonably disturb or interfere with the sleep, peace, comfort and repose of a person of reasonable sensibilities, unless such activity is otherwise regulated under other applicable law.

Section 4. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.070 (Penalties), Subsection 9.40.070.C. shall be amended as follows:

- C. In addition to proceeding under authority of subsections A. and B. of this section, the city is entitled to pursue all other criminal and civil remedies to which it is entitled under authority of statutes, including a civil action in accordance with Chapter 54 of the Texas Local Government Code to recover a civil penalty not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted, or other ordinances against a person that remains in violation of this chapter.

Section 5. That Title 9 (Health and Safety), Chapter 9.40 (Noise), Section 9.40.080 (Enforcement), shall be amended as follows:

The director of the planning and inspections department, the director of code enforcement, or the police chief or their designated representatives, shall be responsible for the enforcement of this chapter.

Section 6. Except as herein amended, Title 9 (Health and Safety), Chapter 9.40 (Noise) of the El Paso City Code shall remain in full force and effect.

(Signatures begin on following page)

ORDINANCE NO. _____

22-1152-1154 | PL#1146122

TITLE 9.40 – Amendment - Noise

ADOPTED this ____ day of _____, 2022.

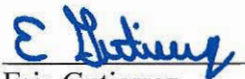
CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

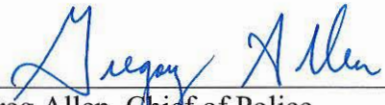
Laura D. Prine
City Clerk

APPROVED AS FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Greg Allen, Chief of Police
El Paso Police Department

ORDINANCE NO. _____
22-1152-1154 | PL#1146122
TITLE 9.40 – Amendment - Noise



Ordinances Amending
TITLE 9 – Health and Safety
Noise Nuisance

TITLE 5 – Business License and Permit Regulations
Sound Amplification Permit

GOAL 2 – Set Standard for a Safe & Secure City

Strategic Goal Alignment

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.2 Strengthen community involvement in resident safety
- 2.3 Increase public safety operational efficiency
- 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety
- 6.4 Implement leading-edge practices for achieving quality and performance excellence
- 6.5 Deliver services timely and efficiently with focus on continual improvement



Review:

- Current law
- Benchmarking other cities
- Existing data and data gathering processes
- Proposed amendments

2 Sources of Current Law

- EP Code Chapter 9.40 Noise Nuisance
 - Amended in 2019
 - General noise nuisance
 - Three categories of violations: 1) noise higher than 70 dB between 10 p – 7 a
 - 2) reasonable sensibilities standard 3) vibrations
 - Violations: max fine of \$500/day
- EP Code Chapter 5.03 - Amplified Sound Permit
 - Created in 2019
 - Only if business is within 350 feet of a residence
 - Permit allows for amplified sound up to 70 dB from 10 pm to midnight
 - No outdoor amplified sound after midnight
 - Violations: max fine of \$2,000/day

Texas Cities – Noise Ordinances

City	Max Decibel Level	Location of Reading	Time Restrictions
El Paso (current)	70 dB	Property receiving the noise	10 p – 7 a
El Paso (pre-2019)	60-65 dB for commercial properties	Property producing the noise	10 p – 7 a (65 dB) 7 a – 10 p (60 dB)
Austin	85 dB 70 dB (if property is a restaurant)	Property producing the noise	10 a – 2 a
Dallas	Greater of 49 dB or 5 dB above background (if adjacent to residential); greater of 49-63 dB or 5 dB above background (if not adjacent)	Property producing the noise	10 p
Houston	Nonresidential: 68 dB Residential: 65 dB (day); 58 dB (night)	Property receiving the noise	Enforceable 24/7
San Antonio	Business: 70 dB; residential: 63 dB (day) Business: 63 dB; Residential: 56 dB (night) (Riverwalk District allows 72/80)	Property receiving the noise	10 p

Texas Cities – Permits for Sound Amp

City	Max Decibel Level	Location of Reading	Time Restrictions	Distance from Residential
El Paso (current)	70 dB	Property producing the noise	Permit required 10 p – midnight; no sound amp after midnight	350 ft
Austin	85 dB	At commercial property line	Sun – Thurs: 8 p Fri – Sat: 10 p	600 ft
Dallas	N/A	N/A	N/A	N/A
Houston	75 dB	At nearest receiving property line	Sun – Thurs: 8 a – 10 p; Friday – Sat: 8 am – 11p	Permit required for all businesses playing amp sound
San Antonio	N/A	N/A	N/A	N/A

Timeline

- 2/26/2019
 - Amendments to both chapters passed
 - Floor Amendments passed:
 - Excluding DMD (from Chapter 5 permit)
 - Adding 350 distance requirement from residence (for Chapter 5 permit)
 - Chapter 5 permitting appeal to City Council
 - Revisit in six months
- 8/20/19, 9/3/19: postponed
- 10/15/19
 - Proposed amendments: to extend permit time frame to 2 am with sound impact plan and mitigation equipment installed
 - Not passed, revisit in six months
- COVID
- Reopening of businesses



Outreach

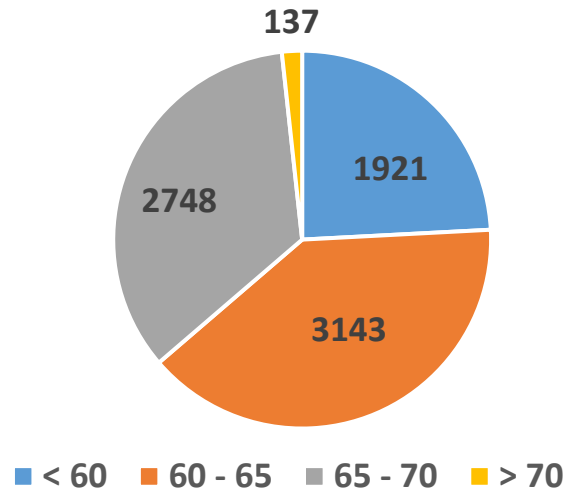
- Neighborhood meetings
- Citizen calls
- El Paso Police Department – Regional Command meetings
 - Citizens – Neighborhood Associations - Businesses
- Entertainment District Cross Functional Team
 - Operational Departments:
 - Police Department
 - Code Enforcement
 - Planning and Inspections
 - Streets and Maintenance
 - City Attorney's Office
 - District Representatives #1, 2, 5, and 7

“Entertainment Districts” Noise Enforcement

Number of Noise Readings – 4/22/21-1/22/22

Count of Violation				
Command	Code Enforcement	PD	None	Grand Total
Central	17	1	2,108	2,269
Mission Valley	0	0	283	283
Pebble Hills	4	0	3,423	3,143
Westside	38	12	2,061	2,113
Grand Total	59	13	7,875	7,947

Over 70 db = 1.72%
 65 to 70 db = 34.57%
 60 to 65 db = 39.54%
 60 db or less = 24.17%



Total
Readings:
7,949

“Entertainment Districts” Noise Enforcement

2021:

PD Commands	# Readings	# Venues	Ave dB	# Violations
Westside • 200 Cincinnati	1,625	16	66 dB	50
Pebble Hills • 3000 Zaragoza • 2100 Zaragoza • 1700 Zaragoza • 1400 Zaragoza • 1100 Airway • 1500 G. Dieter • 12000 Tierra Este • 11400 Montana • 10700 Pebble Hills	2,878	31	62 dB	4
Central • Downtown-DMD	374	13	60 dB	1
Central • 5 Points	1,544	15	62 dB	17
Total	6,421	75	62.5 dB	72

Cincinnati Area Special Operations

Noise Enforcement

April 22, 2021 – Jan 22, 2022

- Noise Violations – Cincinnati Entertainment District: 50
- **DB Actual Average = 63.03**
- **DB Ambient Average = 59.86**

April 22, 2021 – Jan 22, 2022

Noise Disturbance Calls:

- 131 Calls for Police Service:
- Noise Disturbance / Nuisance Calls

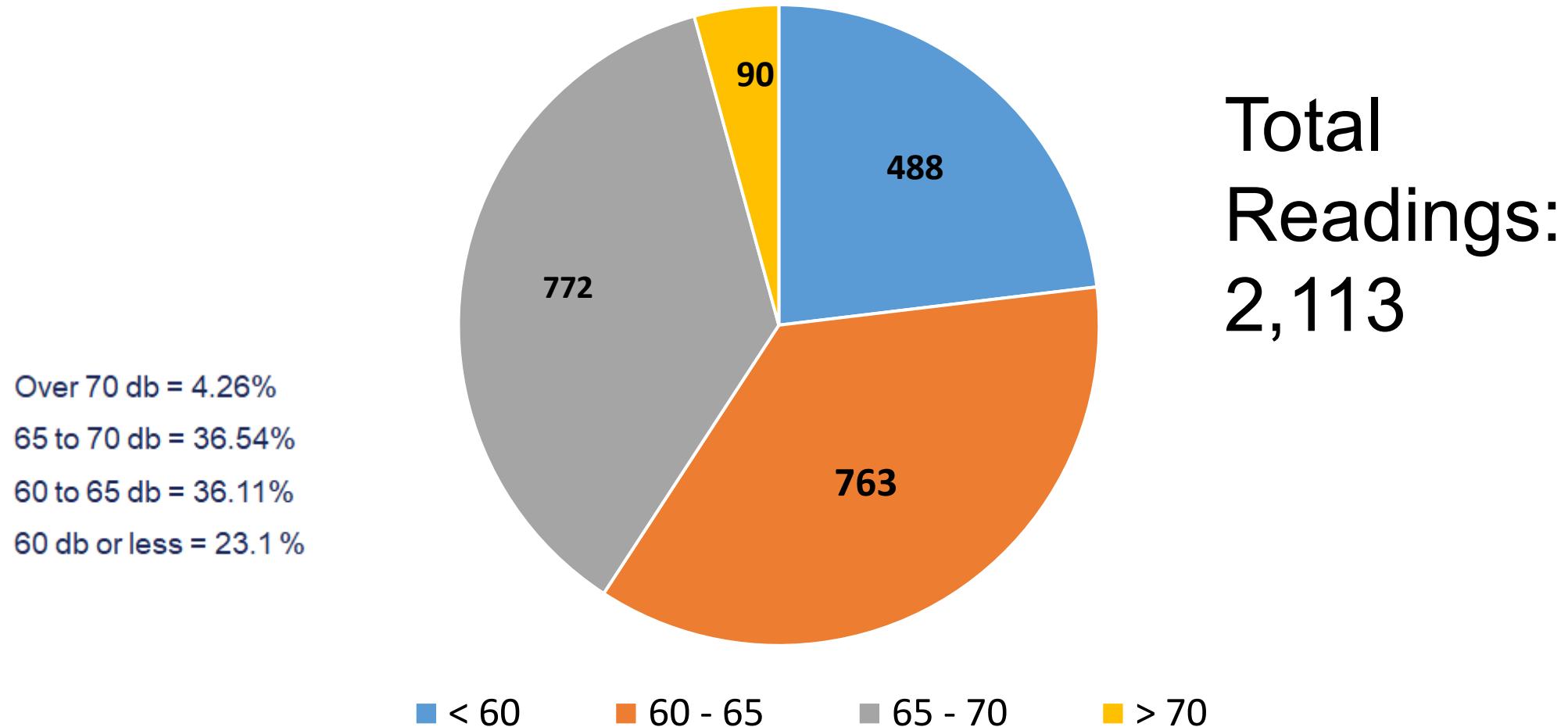
Cincinnati Area Special Operations

Noise Readings and Violations

Count of Violation				
Business	Code Enforcement	Police	None	Grand Total
Champagne Villain	1		218	219
Chino Chido			78	78
College Dropout	4	2	185	191
Ditzy Duck	6	1	121	128
El Rey Muerto			2	2
Faded Barber	1		6	7
Fools Gold	3		195	198
Geogeske G2			169	169
Good Times	4		213	217
Lost And Found Bar	3	1	225	229
Palomino	8	4	208	220
Profe	5	4	154	163
Rockin Cigar			208	208
Sister Esthers Bar	3		80	83
Spirit Of 66			1	1
Grand Total	38	12	2063	2113

Cincinnati Area Special Operations

Number of Noise Readings – 4/22/21 - 1/22/22





Proposed Changes

TITLE 9, CHAPTER 9.40

Noise

Proposed Revisions – Ch. 9.40

- Reasonable Sensibilities standard
 - Clarifying violations can occur at any time of the day if noise unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of a person of reasonable sensibilities
- Location of Reading
 - Revising location from property line of the property receiving the noise to property line of the property producing the noise
- Decibel Level
 - Lowering from 70 dB to 65 dB
- Vibration Violations
 - Revising requirement from adjoining properties to affected property.

Penalties – 9.40.070

- Class C Citation: max of \$500/day
- Additionally, the city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter.
- The civil action may include civil penalties of up to \$1,000/day



TITLE 5, CHAPTER 5.03

Amplified **Sound** Permit

Sound Amplification Permit

- Any business entity that utilizes amplification equipment at a non-residential property within 350 feet of a residential property must get a sound amplification permit
 - Outdoor Area
 - 10:00PM to 12:00AM
 - 70 Decibels



Sound Amplification Permits

- # of businesses with sound amp permit as of 1/20/22: 2
- # of businesses with pending applications: 0
- # of businesses denied: 0



Proposed Revisions – Ch. 5.03

- Revise definition of "Outdoor Area" to clarify that roll-up style doors, open doors, and windows constitute an outdoor area.
- Lowering decibel level from 70 dB to 65 dB
- Expand location requirement from 350 ft. to 500 ft. from residences.
- Written notice to neighbors expanded to 500 ft. (from 300 ft.); written responses expanded to 300 ft. (from 150 ft.).
- Lower revocation threshold from ten citations to two citations.
- Clarify that the City may seek injunctive relief for violations under the Texas Local Government Code.
- ***Not applicable to Downtown Management District – no change.



Sound Amplification Permit Process

Application submitted and reviewed for completeness If incomplete returned to applicant for corrections to applicant	2 days
If complete Routed to GIS planner to develop mailing labels of parcels within 150' and 350' to be notified.	2 days
Site Inspection conducted to verify on-site posting and location of outdoor amplification equipment	2 days
Notification of intent to acquire permit mailed	2 days
30 day response allowance for notified parties	30 days
Review of responses from notified parties	2 days
Permit issuance If less than 25% of residential properties within 150' object – permit issued If more than 25% of residential properties within 150' object – permit denied	1 day
Approximate time for permit issuance/denial	40-45 days



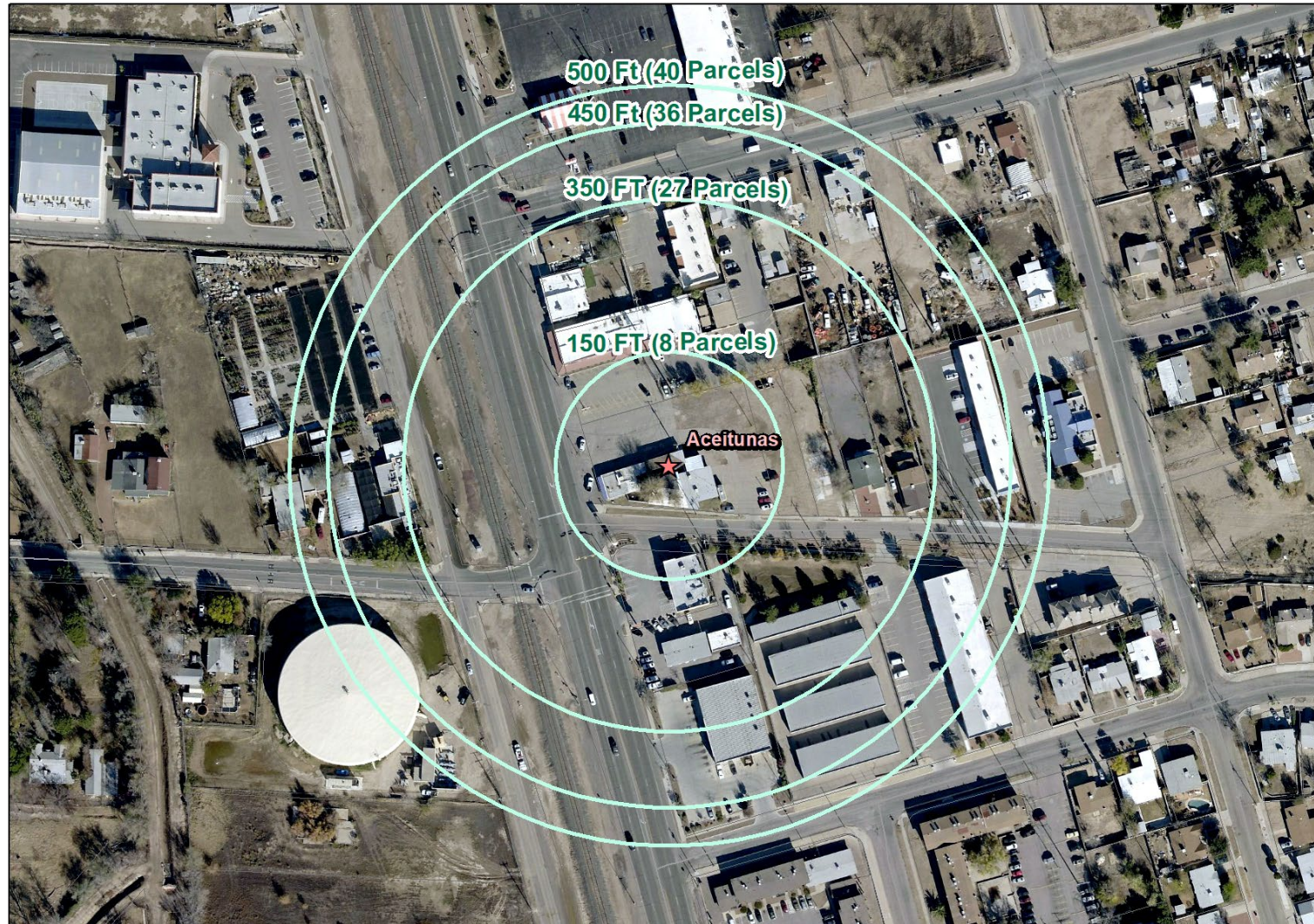
Establishment Survey

Police Regional Command Area	Outdoor Sound Amp	No Outdoor Sound Amp	Total
Central	50 (11 DMD exempt)	78	128
Mission Valley	8	26	34
West Side	59	113	172
Pebble Hills	88	183	271
Northeast	17	16	33
	222	416	638

34 % of establishments have outdoor sound amplification ability



Westside Regional Command



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.



★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet



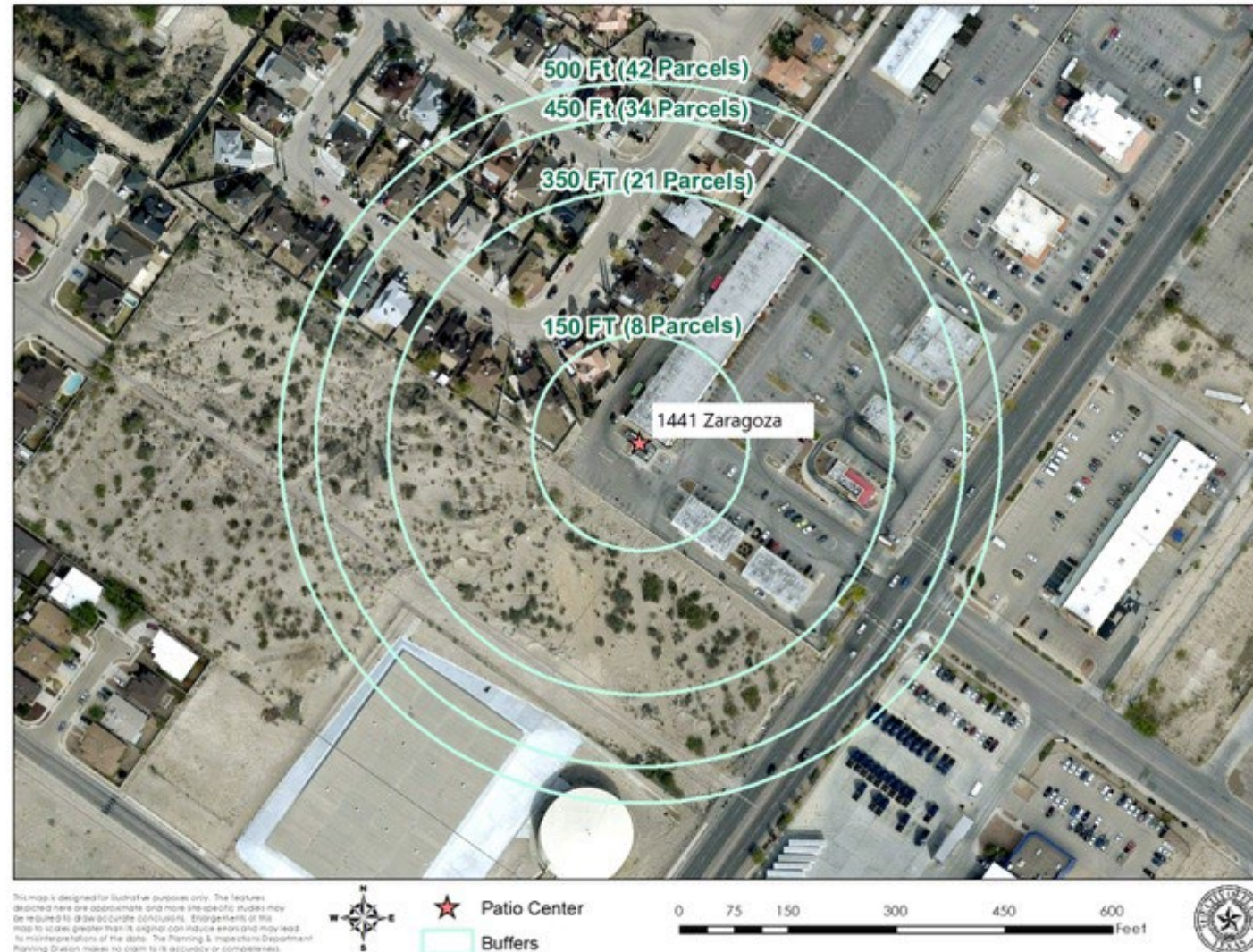
Pebble Hills Regional Command



Westside Regional Command



Pebble Hills Regional Command



Pebble Hills Regional Command



Central Regional Command





City Attorney's Office Prosecutors

Citizen Complaint Packets

- Reasonable Sensibilities Cases
- Now available to the public at the CAO website
 - <https://www.elpasotexas.gov/city-attorney/complaint-forms/>
- Videos strongly encouraged
- Identification of violating party and other elements of offense

Municipal Court Cases

- Citations/Notices of Violations from Police/Code:92
 - Violations: Max decibel level, no permit, vibrations
 - Plea/paid fine: 4
 - Reset: 59
 - Warrants: 28
 - Dismiss: 1
- City Attorney's Office cases under Reasonable Sensibilities standard in 2021-Feb 2022: 39
 - 31 Accepted
 - 6 reset
 - 25 awaiting first setting
 - 8 rejected

Questions?

Mission

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

Values

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

Vision

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



Legislation Text

File #: 22-216, 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

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

Planning and Inspections, Tony De La Cruz, (915) 212-1589

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business License and Permit Regulations), Chapter 5.03 (Amplified Sound Permit), Article I (General Provisions), Section 5.03.020 (A) and Section 5.03.020 (E) (Definitions), Article II (Permit Application Process) Section 5.03.040 (B) (3) (Permit Application Processing), Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080 (B) (5) and Section 5.03.090 (A) (2), Article IV (Permit Standards), Section 5.03.110 (A) (Permit Standards), Article VI (Violation; Penalty) Section 5.03.130 (C) Violation and adding Section 5.03.130 (E); The penalty as provided in 5.03.130 of the El Paso City Code.
[POSTPONED FROM 03-01-2022]

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

AGENDA DATE: February 15, 2022
PUBLIC HEARING DATE: March 1, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Tony De La Cruz, (915) 212-1589

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.020(A) AND SECTION 5.03.020(E) (DEFINITIONS), ARTICLE II (PERMIT APPLICATION PROCESS) SECTION 5.03.040(B)(3) (PERMIT APPLICATION PROCESSING), ARTICLE III (DENIAL, SUSPENSION, REVOCATION, AND APPEALS) SECTION 5.03.080(B)(5) AND SECTION 5.03.090(A)(2), ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.110(A) (PERMIT STANDARDS), ARTICLE VI (VIOLATION; PENALTY) SECTION 5.03.130(C) VIOLATION AND ADDING SECTION 5.03.130(E); THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

Council direction to review and update the sound amplification permit ordinance for applicability and enforcement.

PRIOR COUNCIL ACTION:

City Council passed and approved Ordinance No. 018907 on February 26, 2019, amending Chapter 5.03 of the El Paso City Code relating to outdoor sound amplification.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD:

Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS), CHAPTER 5.03 (AMPLIFIED SOUND PERMIT), ARTICLE I (GENERAL PROVISIONS), SECTION 5.03.020(A) AND SECTION 5.03.020(E) (DEFINITIONS), ARTICLE II (PERMIT APPLICATION PROCESS) SECTION 5.03.040(B)(3) (PERMIT APPLICATION PROCESSING), ARTICLE III (DENIAL, SUSPENSION, REVOCATION, AND APPEALS) SECTION 5.03.080(B)(5) AND SECTION 5.03.090(A)(2), ARTICLE IV (PERMIT STANDARDS), SECTION 5.03.110(A) (PERMIT STANDARDS), ARTICLE VI (VIOLATION; PENALTY) SECTION 5.03.130(C) VIOLATION AND ADDING SECTION 5.03.130(E); THE PENALTY AS PROVIDED IN 5.03.130 OF THE EL PASO CITY CODE.

WHEREAS, City Code Title 5 (business License and Permit Regulations), contains various sections regarding permits for various topics;

WHEREAS, On February 26, 2019 City Council enacted Ordinance 018907 establishing a Sound Amplification Permit; and

WHEREAS, City Council now desires to amend Title 5 of the City Code in order to make revisions to improve the Sound Amplification Permit function and process.

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

Section 1. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article I (General Provisions) Section 5.03.020(A) and Section 5.03.020(E) (Definitions) be amended and replaced as follows:

5.03.020 (Definitions)

A. “Establishment” means any business entity in the City that utilizes amplification equipment at a non-residential property located within five hundred feet of a residential property as defined in this chapter, measured from the center of the outdoor area closest to the residential property, for the purpose of emitting sound to any outdoor area on the premises between the hours of 10:00 p.m. and 12:00 a.m.

E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, (including open roll-up-style doors, open windows, or open doors) where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

Section 2. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article II (Permit Application Process) Section 5.03.040(B)(3) (Permit Application Processing) be amended and replaced as follows:

5.03.040 (Permit Application Processing)

B. Notification

1. On behalf of the applicant, the City must issue written notice of intent to acquire a permit to any property owner and any neighborhood association within a five hundred foot radius, measured from the center point of the outdoor area of the establishment. Each notification shall provide recipients with pertinent information to inform the city of the recipients' opportunity to provide comment on the application,

3. On behalf of the applicant, the permit official shall notify every abutting residential property owner and any other residential property owner(s) within a three hundred foot radius, measured from the center point of the outdoor area of the establishment, for the purpose of securing a written response from each notified property owner. Each notification shall provide recipients with pertinent information regarding his or her opportunity to contest an application. The written response to an opportunity to contest shall allow a person to submit evidence and specific reasons why the issuance of the permit would be detrimental to the community.

Section 3. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.080(B)(5) (Denial) be amended and replaced as follows:

5.03.080 (Denial)

B. The permit official finds:

5. That more than twenty-five percent of the notified residential property owners within three hundred feet of the outdoor area provide the permit official with a written response contesting the permit;

Section 4. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article III (Denial, Suspension, Revocation, and Appeals) Section 5.03.090(A)(2) (Suspension and Revocation) be amended and replaced as follows:

2. Except in the case of a compliance plan approved by the permit official, during the time frame covered by the plan, the permit holder is found, after notice to the permit holder and opportunity for hearing, to be in violation of a provision of this chapter or a rule adopted under this chapter, including, but not limited to the issuance of more than two citations resulting from Chapter 9.40 of the City Code, or more than two issued violations of the permit at the establishment;

Section 5. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article IV (Permit Standards) Section 5.03.110(A) (Permit Standards) be amended and replaced as follows:

5.03.110 (Permit Standards)

A. An establishment under a permit shall be allowed to emit sound up to 65 dB(A), measured by a sound meter at the property boundary.

Section 6. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130(C) (Violation) be amended and replaced as follows:

5.03.130 (Violation)

C. The City may suspend or revoke the permit when more than two violations of Chapter 9.40 have been documented and citations issued to the permit holder at the establishment to either the establishment owner, employee, or individual in control of the establishment at the time of issuing the citation.

Section 7. That Title 5 (Business License and Permit Regulations) Chapter 5.03 (Amplified Sound Permit) Article VI (Violations; Penalty) Section 5.03.130 (Violation) be amended to add Section 5.03.130(E) as follows:

5.03.130(E) (Violation)

E. The city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter. The civil action may include, but is not limited to, a suit to recover a civil penalty pursuant to Section 54.017 of the Texas Local Government Code not to exceed \$1,000 for each day or portion of a day during which the violation is committed, continued, or permitted.

Except as herein amended, Title 5 of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

(Signatures Continued on Following Page)

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

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E. “Outdoor Area” means any portion of the establishment premises that is not fully enclosed by permanent, solid walls and a roof, ~~and is identified in the sound impact plan~~ **(including open roll-up-style doors, open windows, or open doors)** where sound amplification equipment will be utilized for the enjoyment of establishment customers, includes fixed, non-portable structures used in conjunction with sound amplification equipment, including but not limited to stages, decks, risers, and lighting support structures.

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22-1152-1154/RTA

Title 5- Sound Amplification Permit

A. An establishment under a permit shall be allowed to emit sound up to ~~65 70~~ dB(A), measured by a sound meter at the property boundary.

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THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT

Philip F. Etiwe, Director
Planning & Inspections Department



Ordinances Amending
TITLE 9 – Health and Safety
Noise Nuisance

TITLE 5 – Business License and Permit Regulations
Sound Amplification Permit

GOAL 2 – Set Standard for a Safe & Secure City

Strategic Goal Alignment

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.2 Strengthen community involvement in resident safety
- 2.3 Increase public safety operational efficiency
- 2.8 Implement effective code enforcement strategies to reduce nuisances, enhance visual appearance and improve overall health and safety
- 6.4 Implement leading-edge practices for achieving quality and performance excellence
- 6.5 Deliver services timely and efficiently with focus on continual improvement



Review:

- Current law
- Benchmarking other cities
- Existing data and data gathering processes
- Proposed amendments

2 Sources of Current Law

- EP Code Chapter 9.40 Noise Nuisance
 - Amended in 2019
 - General noise nuisance
 - Three categories of violations: 1) noise higher than 70 dB between 10 p – 7 a
 - 2) reasonable sensibilities standard 3) vibrations
 - Violations: max fine of \$500/day
- EP Code Chapter 5.03 - Amplified Sound Permit
 - Created in 2019
 - Only if business is within 350 feet of a residence
 - Permit allows for amplified sound up to 70 dB from 10 pm to midnight
 - No outdoor amplified sound after midnight
 - Violations: max fine of \$2,000/day

Texas Cities – Noise Ordinances

City	Max Decibel Level	Location of Reading	Time Restrictions
El Paso (current)	70 dB	Property receiving the noise	10 p – 7 a
El Paso (pre-2019)	60-65 dB for commercial properties	Property producing the noise	10 p – 7 a (65 dB) 7 a – 10 p (60 dB)
Austin	85 dB 70 dB (if property is a restaurant)	Property producing the noise	10 a – 2 a
Dallas	Greater of 49 dB or 5 dB above background (if adjacent to residential); greater of 49-63 dB or 5 dB above background (if not adjacent)	Property producing the noise	10 p
Houston	Nonresidential: 68 dB Residential: 65 dB (day); 58 dB (night)	Property receiving the noise	Enforceable 24/7
San Antonio	Business: 70 dB; residential: 63 dB (day) Business: 63 dB; Residential: 56 dB (night) (Riverwalk District allows 72/80)	Property receiving the noise	10 p

Texas Cities – Permits for Sound Amp

City	Max Decibel Level	Location of Reading	Time Restrictions	Distance from Residential
El Paso (current)	70 dB	Property producing the noise	Permit required 10 p – midnight; no sound amp after midnight	350 ft
Austin	85 dB	At commercial property line	Sun – Thurs: 8 p Fri – Sat: 10 p	600 ft
Dallas	N/A	N/A	N/A	N/A
Houston	75 dB	At nearest receiving property line	Sun – Thurs: 8 a – 10 p; Friday – Sat: 8 am – 11p	Permit required for all businesses playing amp sound
San Antonio	N/A	N/A	N/A	N/A

Timeline

- 2/26/2019
 - Amendments to both chapters passed
 - Floor Amendments passed:
 - Excluding DMD (from Chapter 5 permit)
 - Adding 350 distance requirement from residence (for Chapter 5 permit)
 - Chapter 5 permitting appeal to City Council
 - Revisit in six months
- 8/20/19, 9/3/19: postponed
- 10/15/19
 - Proposed amendments: to extend permit time frame to 2 am with sound impact plan and mitigation equipment installed
 - Not passed, revisit in six months
- COVID
- Reopening of businesses



Outreach

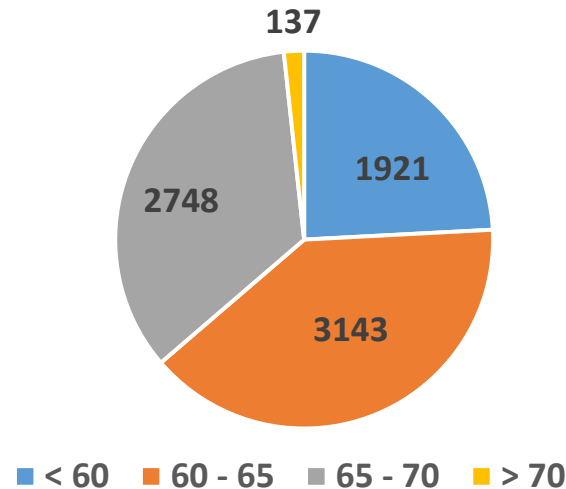
- Neighborhood meetings
- Citizen calls
- El Paso Police Department – Regional Command meetings
 - Citizens – Neighborhood Associations - Businesses
- Entertainment District Cross Functional Team
 - Operational Departments:
 - Police Department
 - Code Enforcement
 - Planning and Inspections
 - Streets and Maintenance
 - City Attorney's Office
 - District Representatives #1, 2, 5, and 7

“Entertainment Districts” Noise Enforcement

Number of Noise Readings – 4/22/21-1/22/22

Count of Violation				
Command	Code Enforcement	PD	None	Grand Total
Central	17	1	2,108	2,269
Mission Valley	0	0	283	283
Pebble Hills	4	0	3,423	3,143
Westside	38	12	2,061	2,113
Grand Total	59	13	7,875	7,947

Over 70 db = 1.72%
 65 to 70 db = 34.57%
 60 to 65 db = 39.54%
 60 db or less = 24.17%



Total
Readings:
7,949

“Entertainment Districts” Noise Enforcement

2021:

PD Commands	# Readings	# Venues	Ave dB	# Violations
Westside • 200 Cincinnati	1,625	16	66 dB	50
Pebble Hills • 3000 Zaragoza • 2100 Zaragoza • 1700 Zaragoza • 1400 Zaragoza • 1100 Airway • 1500 G. Dieter • 12000 Tierra Este • 11400 Montana • 10700 Pebble Hills	2,878	31	62 dB	4
Central • Downtown-DMD	374	13	60 dB	1
Central • 5 Points	1,544	15	62 dB	17
Total	6,421	75	62.5 dB	72

Cincinnati Area Special Operations

Noise Enforcement

April 22, 2021 – Jan 22, 2022

- Noise Violations – Cincinnati Entertainment District: 50
- **DB Actual Average = 63.03**
- **DB Ambient Average = 59.86**

April 22, 2021 – Jan 22, 2022

Noise Disturbance Calls:

- 131 Calls for Police Service:
- Noise Disturbance / Nuisance Calls

Cincinnati Area Special Operations

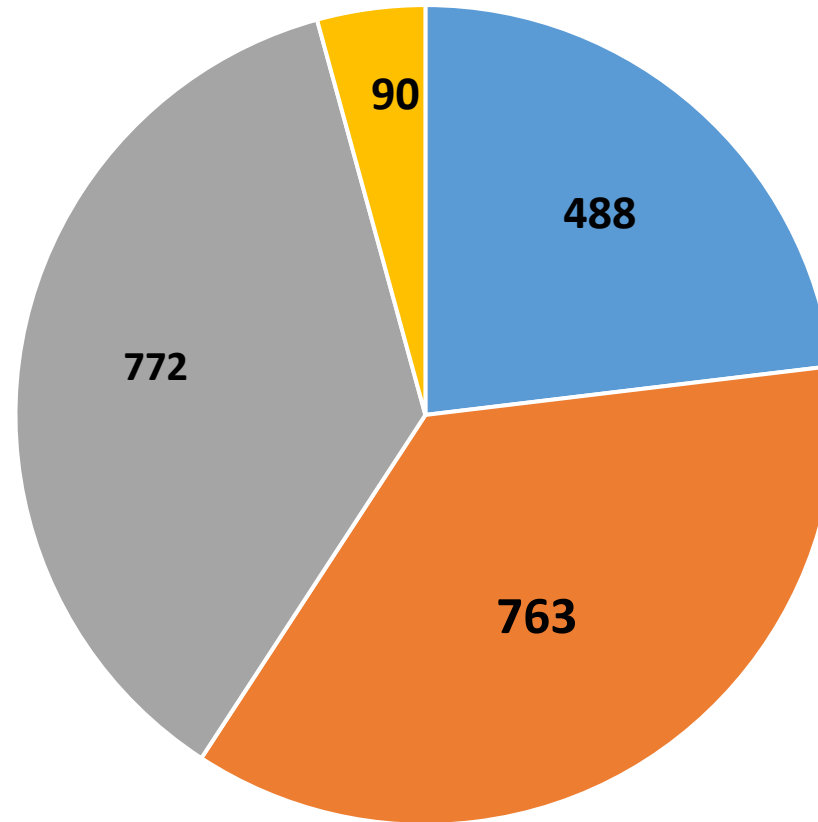
Noise Readings and Violations

Count of Violation				
Business	Code Enforcement	Police	None	Grand Total
Champagne Villain	1		218	219
Chino Chido			78	78
College Dropout	4	2	185	191
Ditzy Duck	6	1	121	128
El Rey Muerto			2	2
Faded Barber	1		6	7
Fools Gold	3		195	198
Geogeske G2			169	169
Good Times	4		213	217
Lost And Found Bar	3	1	225	229
Palomino	8	4	208	220
Profe	5	4	154	163
Rockin Cigar			208	208
Sister Esthers Bar	3		80	83
Spirit Of 66			1	1
Grand Total	38	12	2063	2113

Cincinnati Area Special Operations

Number of Noise Readings – 4/22/21 - 1/22/22

Total
Readings:
2,113



Over 70 db = 4.26%
65 to 70 db = 36.54%
60 to 65 db = 36.11%
60 db or less = 23.1 %

■ < 60 ■ 60 - 65 ■ 65 - 70 ■ > 70



Proposed Changes

TITLE 9, CHAPTER 9.40

Noise

Proposed Revisions – Ch. 9.40

- Reasonable Sensibilities standard
 - Clarifying violations can occur at any time of the day if noise unreasonably disturbs or interferes with the sleep, peace, comfort, or repose of a person of reasonable sensibilities
- Location of Reading
 - Revising location from property line of the property receiving the noise to property line of the property producing the noise
- Decibel Level
 - Lowering from 70 dB to 65 dB
- Vibration Violations
 - Revising requirement from adjoining properties to affected property.

Penalties – 9.40.070

- Class C Citation: max of \$500/day
- Additionally, the city may, in accordance with Chapter 54 of the Texas Local Government Code, bring a civil action against a person violating a provision of this chapter.
- The civil action may include civil penalties of up to \$1,000/day



TITLE 5, CHAPTER 5.03

Amplified **Sound** Permit

Sound Amplification Permit

- Any business entity that utilizes amplification equipment at a non-residential property within 350 feet of a residential property must get a sound amplification permit
 - Outdoor Area
 - 10:00PM to 12:00AM
 - 70 Decibels



Sound Amplification Permits

- # of businesses with sound amp permit as of 1/20/22: 2
- # of businesses with pending applications: 0
- # of businesses denied: 0



Proposed Revisions – Ch. 5.03

- Revise definition of "Outdoor Area" to clarify that roll-up style doors, open doors, and windows constitute an outdoor area.
- Lowering decibel level from 70 dB to 65 dB
- Expand location requirement from 350 ft. to 500 ft. from residences.
- Written notice to neighbors expanded to 500 ft. (from 300 ft.); written responses expanded to 300 ft. (from 150 ft.).
- Lower revocation threshold from ten citations to two citations.
- Clarify that the City may seek injunctive relief for violations under the Texas Local Government Code.

- ***Not applicable to Downtown Management District – no change.



Sound Amplification Permit Process

Application submitted and reviewed for completeness If incomplete returned to applicant for corrections to applicant	2 days
If complete Routed to GIS planner to develop mailing labels of parcels within 150' and 350' to be notified.	2 days
Site Inspection conducted to verify on-site posting and location of outdoor amplification equipment	2 days
Notification of intent to acquire permit mailed	2 days
30 day response allowance for notified parties	30 days
Review of responses from notified parties	2 days
Permit issuance If less than 25% of residential properties within 150' object – permit issued If more than 25% of residential properties within 150' object – permit denied	1 day
Approximate time for permit issuance/denial	40-45 days



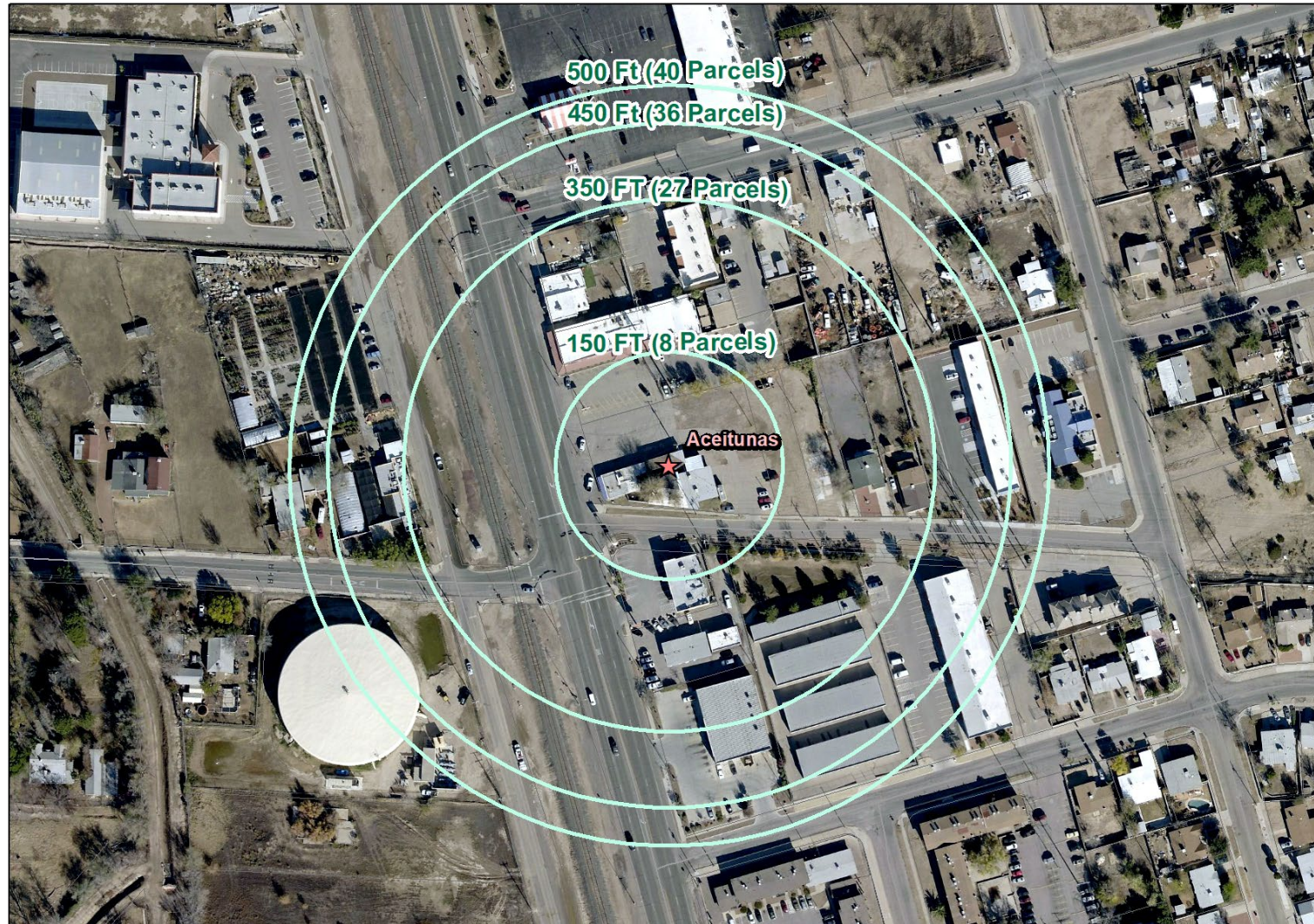
Establishment Survey

Police Regional Command Area	Outdoor Sound Amp	No Outdoor Sound Amp	Total
Central	50 (11 DMD exempt)	78	128
Mission Valley	8	26	34
West Side	59	113	172
Pebble Hills	88	183	271
Northeast	17	16	33
	222	416	638

34 % of establishments have outdoor sound amplification ability



Westside Regional Command



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★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet



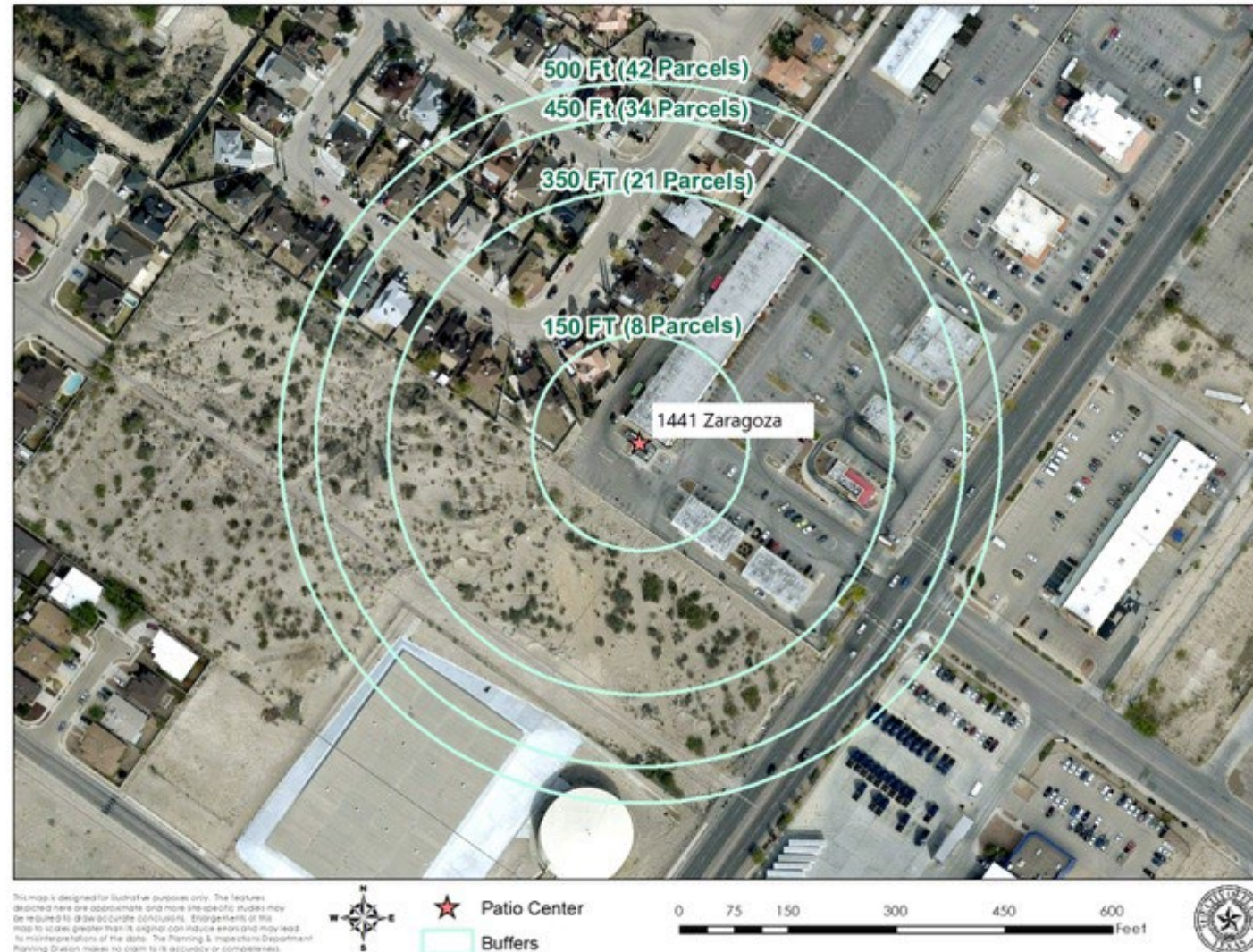
Pebble Hills Regional Command



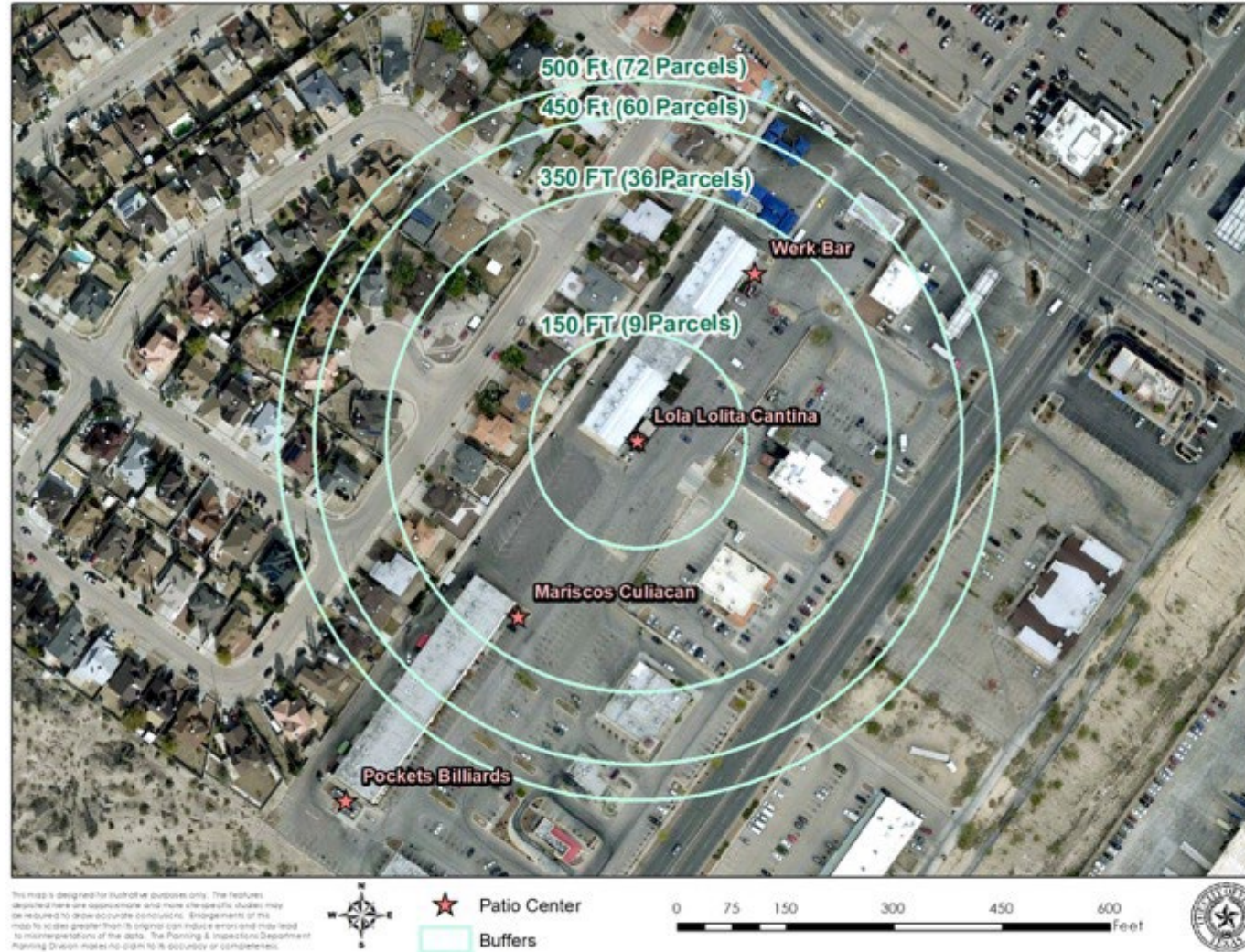
Westside Regional Command



Pebble Hills Regional Command



Pebble Hills Regional Command



Central Regional Command



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 scale may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



★ Patio Center
□ Buffers

0 75 150 300 450 600 Feet





City Attorney's Office Prosecutors

Citizen Complaint Packets

- Reasonable Sensibilities Cases
- Now available to the public at the CAO website
 - <https://www.elpasotexas.gov/city-attorney/complaint-forms/>
- Videos strongly encouraged
- Identification of violating party and other elements of offense

Municipal Court Cases

- Citations/Notices of Violations from Police/Code:92
 - Violations: Max decibel level, no permit, vibrations
 - Plea/paid fine: 4
 - Reset: 59
 - Warrants: 28
 - Dismiss: 1
- City Attorney's Office cases under Reasonable Sensibilities standard in 2021-Feb 2022: 39
 - 31 Accepted
 - 6 reset
 - 25 awaiting first setting
 - 8 rejected

Questions?

Mission

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

Values

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

Vision

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



Legislation Text

File #: 22-226, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 6

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

Planning and Inspections, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00018, to allow for a crematorium on the property described as Lots 6 and 7, Block 2, Golden Gate Commercial Park, 1755 Zaragoza Road, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed 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: 1755 Zaragoza Road

Applicant: Golden Gate Family LTD, PZST21-00018 [POSTPONED FROM 03-29-2022]

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

AGENDA DATE: March 1, 2022
PUBLIC HEARING DATE: March 29, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 6

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting Special Permit No. PZST21-00018, to allow for a crematorium on the property described as Lots 6 and 7, Block 2, Golden Gate Commercial Park, 1755 Zaragoza Road, City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed 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: 1755 Zaragoza Road
Applicant: Golden Gate Family LTD, PZST21-00018

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit to allow for the addition of a crematorium to an existing funeral home in the C-4 (Commercial) zone district. City Plan Commission recommended 7-0 to approve the proposed special permit request on December 16, 2021. As of February 22, 2022, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00018, TO ALLOW FOR A CREMATORIUM ON THE PROPERTY DESCRIBED AS LOTS 6 AND 7, BLOCK 2, GOLDEN GATE COMMERCIAL PARK, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Golden Gate Family Limited Partnership, has applied for a Special Permit under Section 20.10.280 of the El Paso City Code to allow for a Crematorium; and,

WHEREAS, a report was made by 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 Section 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 C-4 (Commercial) District:
Lots 6 and 7, Block 2, Golden Gate Commercial Park, City of El Paso, El Paso County, Texas; and,
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for Crematorium on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) 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 "A" and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00018, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant 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 to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2022.


THE CITY OF EL PASO:

ATTEST:

Oscar Leaser
Mayor


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

ORDINANCE NO. _____

AGREEMENT

Golden Gate Family Limited Partnership, the Applicant referred to in the above Ordinance, hereby agrees 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 **C-4 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 15th day of February, 2022.

Golden Gate Family Limited Partnership:

(Signature)

(Name/Title)

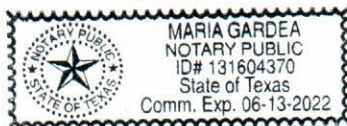
ACKNOWLEDGMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 15th day of February, 2022, by Jaime H. Martinez for Golden Gate Family Limited Partnership as Applicant.

(Seal)



Maria Gardea

Notary Public, State of Texas

Signature

Maria Gardea

Printed or Typed Name

My Commission Expires:

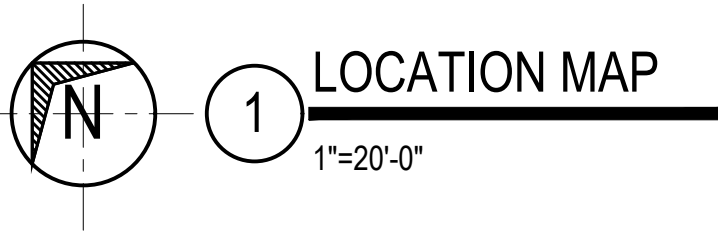
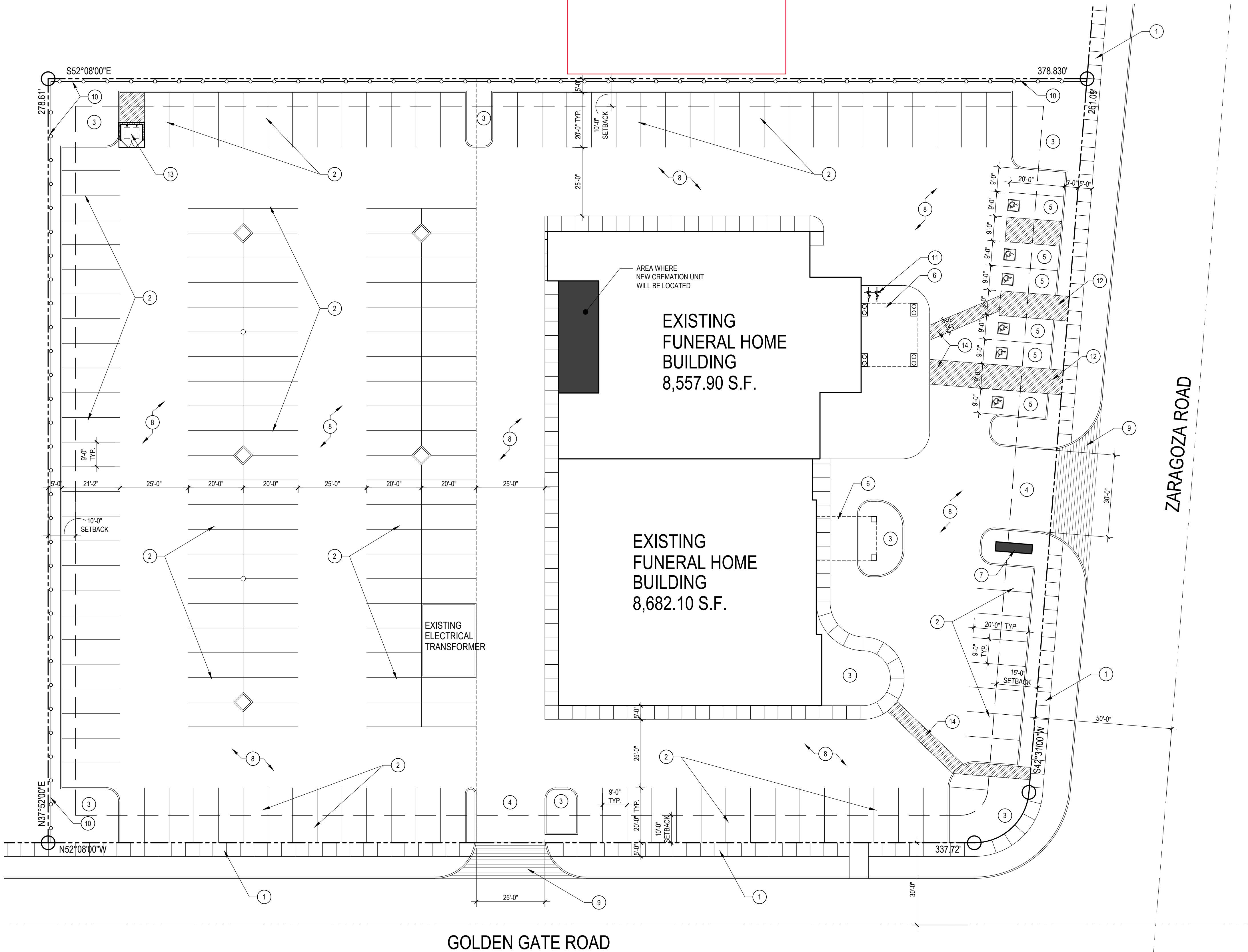
6/13/2022

ORDINANCE NO. _____

22-1007-2862 | 1148965

General Special Use Permit | PZST21-00018 | 1755 Zaragoza | Ordinance | WNV

EXHIBIT "A"



- IMPROVEMENT KEYED NOTES:
- | | | | |
|---|---------------------------------------|----|---|
| 1 | EXISTING CONCRETE SIDEWALK TO REMAIN. | 8 | EXISTING ASPHALT PAVING TO REMAIN. |
| 2 | EXISTING PARKING SPACES TO REMAIN. | 9 | EXISTING CONCRETE APRON TO REMAIN. |
| 3 | EXISTING LANDSCAPE AREA TO REMAIN. | 10 | EXISTING CHAIN LINK FENCE TO REMAIN. |
| 4 | EXISTING DRIVEWAY TO REMAIN. | 11 | EXISTING BICYCLE RACK TO REMAIN. |
| 5 | EXISTING H.C. PARKING TO REMAIN. | 12 | EXISTING ACCESS FOR H.C. FROM THE STREET. |
| 6 | EXISTING CANOPY TO REMAIN. | 13 | EXISTING DUMPSTER LOCATION. |
| 7 | EXISTING FUNERAL SIGN TO REMAIN. | 14 | EXISTING PEDESTRIAN ACCESS FROM THE STREET. |

CODE DATA:

Legal Description:
LOTS 6 AND 7, BLOCK 2,
GOLDEN GATE COMMERCIAL PARK
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
Zoning: C-4

Setbacks:
Front - 15'-0"
Rear - 10'-0"
Interior Side - 10'-0"

PARKING SPACES:
EXISTING - 193 EXISTING PARKING SPACES

OCCUPANCY:
ASSEMBLY - A-3

PARKING REQUIRED: MAX. - MIN.
FUNERAL HOME 100 - 144
STORAGES 5,000 - 7,200

FUNERAL AREAS 10,248 / 100 = 102 ; 10,248 / 144 = 71
& OFFICES
STORAGE 6,992 / 5000 = 1.39 ; 6,992 / 7200 = 0.92
TOTAL PARKING REQUIRED 103 MAX. ; 72 MIN.

EXISTING PARKING SPACES:
STANDARD - 9' X 20' = 187 PARKING SPACES
H.C. AS SHOWN = 6 PARKING SPACES
TOTAL = 193 PARKING SPACES

BICYCLE REQUIRED FOR FUNERAL HOME - 3 SPACES
BICYCLE REQUIRED FOR STORAGE - NONE
BICYCLE RACK PROVIDED - ONE

LANDSCAPING REQUIREMENTS:
BASED ON TENANT IMPROVEMENTS
ADDITION-TENANT IMPROVEMENT: 600 S.F. X 0.15% = 90 S.F.
AREA REQUIRED: 90 S.F.
AREA PROVIDED: 90 S.F. *

* EXISTING LANDSCAPING BASED ON CODE 2003
LOT: 102,312 S.F. X 7.5% = 7,674 S.F.
* EXISTING LANDSCAPING = 8,748 S.F.
* PROPOSED LANDSCAPING REQUIREMENTS, CODE 2021 = 90 S.F.
PROPOSED LANDSCAPING TO BE INCORPORATED IN EXISTING AREA

LANDSCAPING SUMMARY:

ITEM	REQUIRED	PROVIDED	REMARKS
AREA	90 S.F.	* 90 S.F.	PROPOSED LANDSCAPING TO BE INCORPORATED IN EXIST. LANDSCAPING, NEW TREES AND SHRUBS TO TO BE IRRIGATED WITH EXISTING IRRIGATION SYSTEM
PROJECT TREES	1	5	2" GAL 10' HGT. SUBSTITUTION: 4 PROJECT TREES FOR 20-5 GAL. SHRUBS
30 FT. TREES	N/A	N/A	
BUFFER TREES	N/A	N/A	
PARKING TREES	N/A	N/A	EXISTING PARKING
5 GAL. SHRUBS	45	25	SUBSTITUTION: 20 - 5 GAL. SHRUBS WITH 4 PROJECT TREES

ALL AREAS TO RECIEVE MULCH SHALL BE DROPPED 1" BELOW WALKS OR CURBS.
MULCH OR ROCK TO BE 2" DEEP ABOVE WEED BARRIER, AS PER SPECS.
TYPAR-SFUBONDED POLYPROPYLENE, STYLE NO. 3201 AS MANUFACTURED
BY DUPONT, OR APPROVED EQUAL, 9 MILS, 1.9 OZ./YD , FREE OF²HOLES AND TEARS

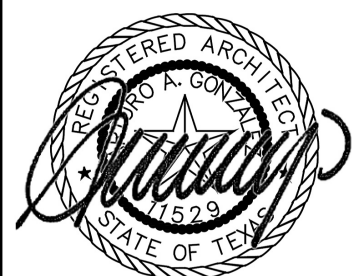
NOTE:
ALL EXISTING ELEMENTS AND BUILDING WERE PREVIOUSLY
APPROVED BY THE CITY OF EL PASO IN TWO DIFFERENT PERMITS.

TYPE OF CONSTRUCTION:
Type V-B unsprinklered per table 601 (EXISTING)

BUILDING AREA ALLOWED:
18,081.65 S.F.

EXISTING AREAS
FUNERAL AREAS 10,248.00 S.F.
& OFFICES
STORAGE 6,992.00 S.F.
TOTAL 17,240.00 S.F.

FIRE PROTECTION:
NOT REQUIRED.
FIRE PROTECTION REQUIRED - NONE
STRUCTURAL = 0 Hr.
BEARING WALLS = 0 Hr.
NON BEARING WALLS = 0 Hr.
ROOF CONSTRUCTION = 0 Hr.
EXISTING LANDSCAPE AREA - 8,748.20 S.F.



DATE SIGNED:
12-01-2021
PROJECT NUMBER:
21-250

EXISTING DETAIL SITE PLAN

MT. CARMEL FUNERAL HOMES

1755 N. ZARAGOSA EL PASO, TEXAS 79936

5609 STAR VIEW DRIVE
EL PASO, TEXAS. 79912
(915) 726-0146
aagonzalez28879@aol.com
ARTURO A. GONZALEZ
ARCHITECT

A0.0

1755 Zaragoza Rd.

City Plan Commission — December 16, 2021



CASE NUMBER: PZST21-00018
CASE MANAGER: David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER: Golden Gate Family Limited Partnership
REPRESENTATIVE: H2O Terra
LOCATION: 1755 Zaragoza Rd. (District 6)
PROPERTY AREA: 2.362 acres
EXISTING ZONING: C-4 (Commercial)
REQUEST: Special Permit for addition of a crematorium
RELATED APPLICATIONS: None
PUBLIC INPUT: No support or opposition received as of December 9, 2021

SUMMARY OF REQUEST: The applicant is requesting a special permit and the approval of a detailed site development plan to allow for the addition of a crematorium to an existing funeral home in a C-4 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Planning recommends **APPROVAL** of the special permit request and detailed site development plan as it complies with El Paso City Code Sections 20.04.260 and 20.04.320 – Special Permit, and 20.04.150, Detailed Site Development Plan. Further, the special permit request meets the intent of the G-4, Suburban (Walkable) land use designation of *Plan El Paso*, the City of El Paso's Comprehensive Plan in the East Planning area.

PZST21-00018



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for the addition of a crematorium, to be constructed inside of the an existing funeral home, in the C-4 (Commercial) zone district. The property is located at 1755 Zaragoza Road within the East Planning Area. The detailed site development plan shows an existing 17,240 square-foot building, with a maximum building height of 12-feet. A funeral home is a permitted use in the C-4 (Commercial) zone district and the addition of a crematorium, to be constructed inside of the existing funeral home, may be permitted with an approved Special Permit. The existing development requires a minimum of 72 parking spaces and the applicant is providing 193 parking spaces. As there is no construction proposed to the existing building footprint, additional trees are not required within the existing development. Access to the subject property is provided from Zaragoza Road and Golden Gate Road.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 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 existing development, as shown on the detailed site development plan, complies with all density and dimensional standards for the C-4 (Commercial) zone district. A funeral home is a permitted use in the C-4 (Commercial) zone district and the addition of a crematorium may be permitted with an approved Special Permit by City Council.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. No additional square footage to the footprint of the building is proposed. In addition, the request complies with the recommendations of <i>Plan El Paso</i> and the G4, Suburban (Walkable) land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. Access to the subject property is from Zaragoza Road., a major arterial street, which is adequate to serve the existing funeral home and the proposed crematorium 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. There are no adverse effects anticipated from the proposed special permit. The existing infrastructure will support the mix of uses for the surrounding properties. No additional square footage to the footprint of the building is proposed on the subject property.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The existing development complies with the landscaping ordinance requirement of Title 18.46 of the <i>El Paso City Code</i> .
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing building configuration is similar to other properties in the immediate area. The proposed addition of a crematorium is compatible with the surrounding uses: contractor's yard, church, retail, and a variety of low to medium intensity commercial uses.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)

8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. No additional square footage to the footprint of the building is proposed. There are no negative impacts anticipated from the proposed crematorium use and the existing funeral home on the adjacent commercial, retail, and church developments.
---	--

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:

Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	Yes. The subject property is located in an area of low to medium intensity commercial and church uses.
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>C-4 (Commercial) District:</u> The purpose of the district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.</p>	Yes. A funeral home is a permitted use in the C-4 (Commercial) zone district and the proposed crematorium may be permitted, subject to an approved special permit. The development is in character with the surrounding area. In addition, the development will not result in an increase in density.
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 areas plans, including land-use maps in those plans.</p>	N/A. The property is not located within any historic districts or specially designated areas.
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	No adverse effects are anticipated. The development configurations are existing and

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
	are similar to other properties in the surrounding area.
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.	The area is stable and the proposed crematorium use is compatible with the existing C-4 (Commercial) zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city comprised of a funeral home, contractor's yard, church, retail, and a variety of low to medium intensity commercial uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is from Zaragoza Road, which is designated as a major arterial street on the City of El Paso's Major Thoroughfare Plan. The major arterial classification is appropriate to serve the existing funeral home and proposed crematorium. In addition, the existing utility services and infrastructure are adequate to serve a funeral home and crematorium uses.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: There are no objections to the proposed special permit. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: Public notices were mailed to all property owners within 300 feet of the subject property on November 30, 2021. As of December 9, 2021, the Planning Division has received no comment in support of or opposition to the special permit request.

RELATED APPLICATIONS: N/A

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. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Detailed Site Plan
4. Department Comments

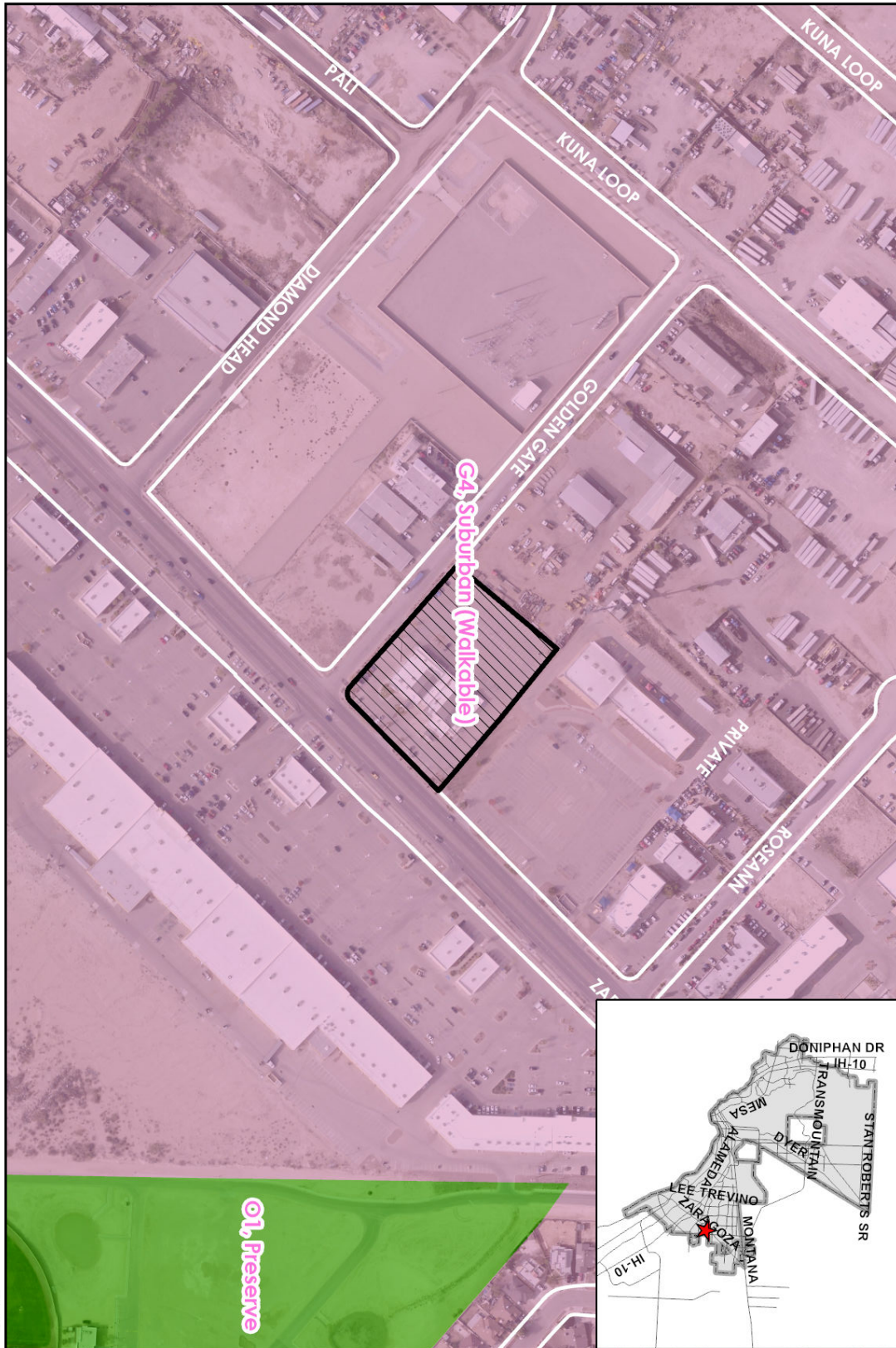
ATTACHMENT 1

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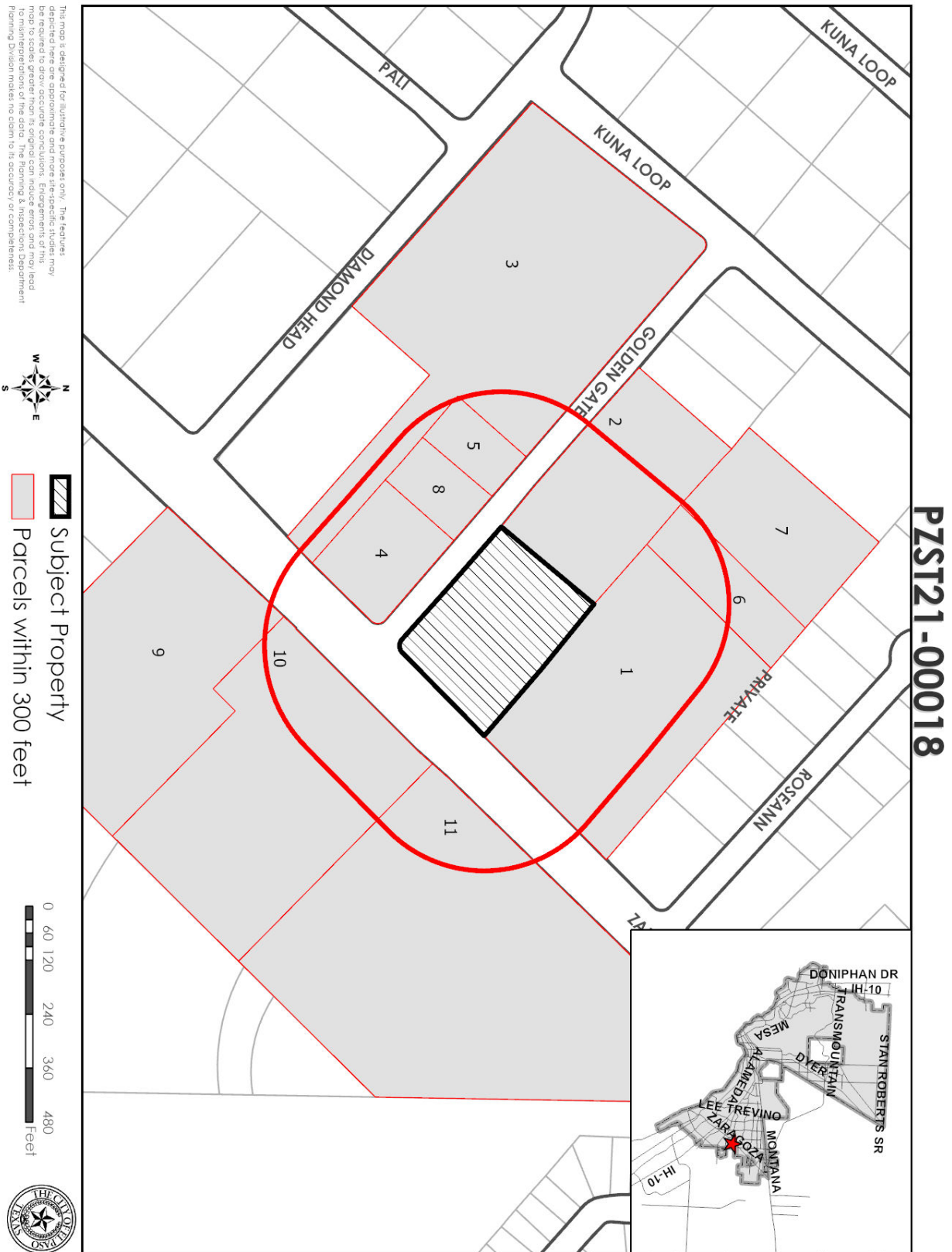
 Subject Property

0 60 120 240 360 480 Feet

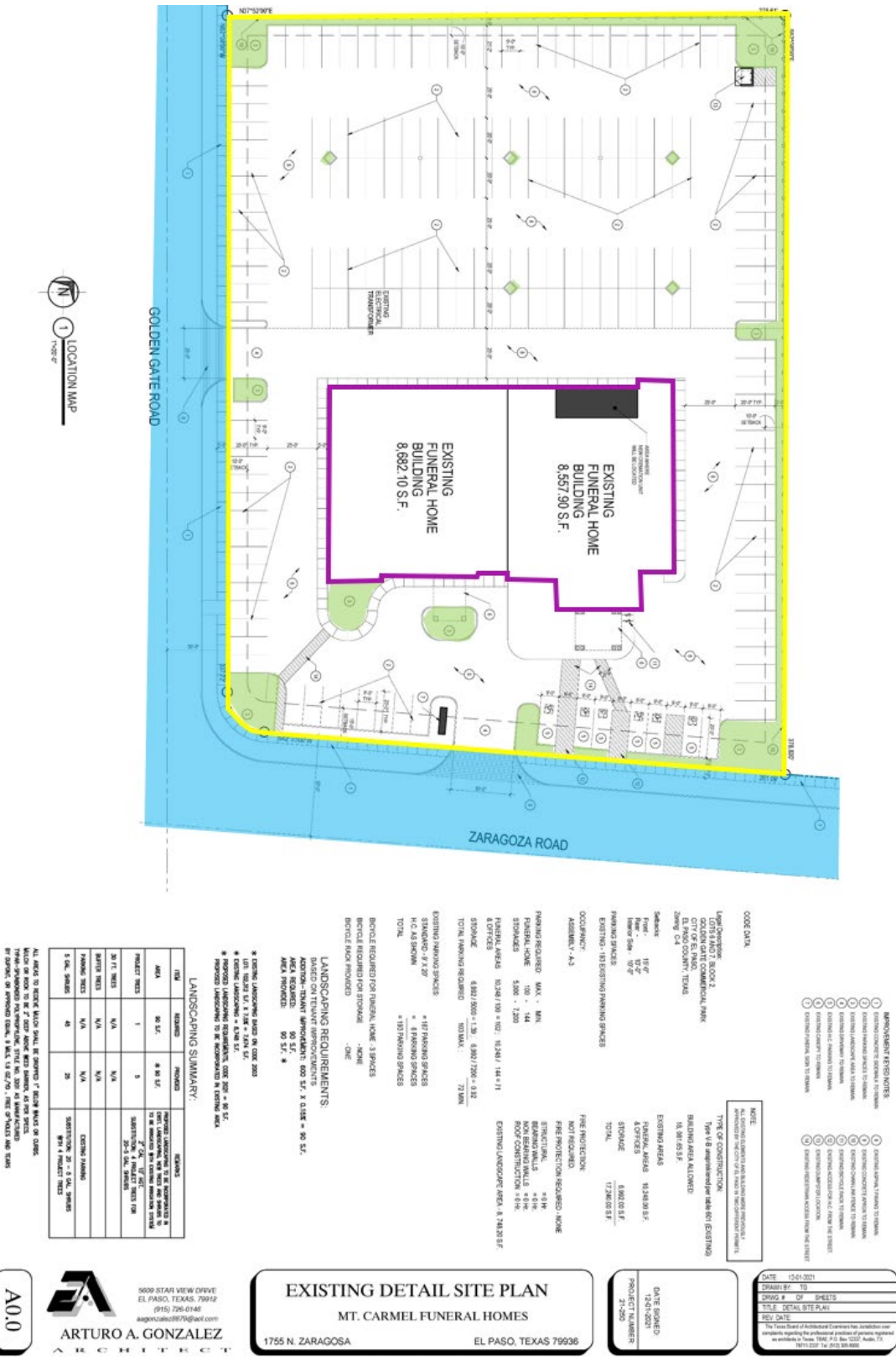


PZST21-00018

ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department – Planning

Planning recommends approval of the special permit request with the following comment:

1. Provide a stamped/sealed Detailed Site Development Plan.

Planning and Inspections Department – Plan Review and 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

No objections to proposed special permit.

Streets and Maintenance Department

No TIA comments.

Fire Department

Recommend approval – no adverse comments.

Sun Metro

Recommend approval – no objections.

El Paso Water

We have reviewed the subdivision and provide the following comments:

Zaragoza Rd. is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Zaragoza Rd. right-of-way requires written permission from TxDOT.

El Paso Water (EPWater) does not object to this request.

Water:

There is an existing 12-inch diameter water main extending along Zaragoza Rd., located approximately 6-feet south of the north right-of-way line. This main is available for service.

There is an existing 8-inch diameter water main extending along Golden Gate Rd., located approximately 20-feet south of the north right-of-way line. This main is available for service.

EPWater records indicate an active 1½-inch domestic water meter serving the subject property. The service address for this meter is 1755 N Zaragoza Rd.

Previous water pressure from fire hydrant #5640 located on the northwest corner of the intersection of Zaragoza Rd. and Golden Gate Rd. has yield a static pressure of 54 (psi), a residual pressure of 52 (psi), and a discharge of 978 gallons per minute.

Sewer:

There is an existing 8-inch diameter sanitary sewer main extending along Zaragoza Rd., located approximately 22-feet south of the north right-of-way line. This main is available for service.

There is an existing 8-inch diameter sanitary sewer main extending along Golden Gate Rd., located approximately 35-feet south of the north right-of-way line. This main is available for service.

General:

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

Stormwater:

EPWater-SW has no objections to this proposal.

Texas Department of Transportation

No comments from TxDOT

El Paso County Water Improvement District #1

The attached item is not within the boundaries of EPCWID1.

911

The 911 District has no comments/concerns regarding this request.

Police Department

No comments received.

Environment Services

No comments received.



1755 Zaragoza Rd. Special Permit

PZST21-00018

Strategic Goal 3.

Promote the Visual Image of
El Paso



Aerial



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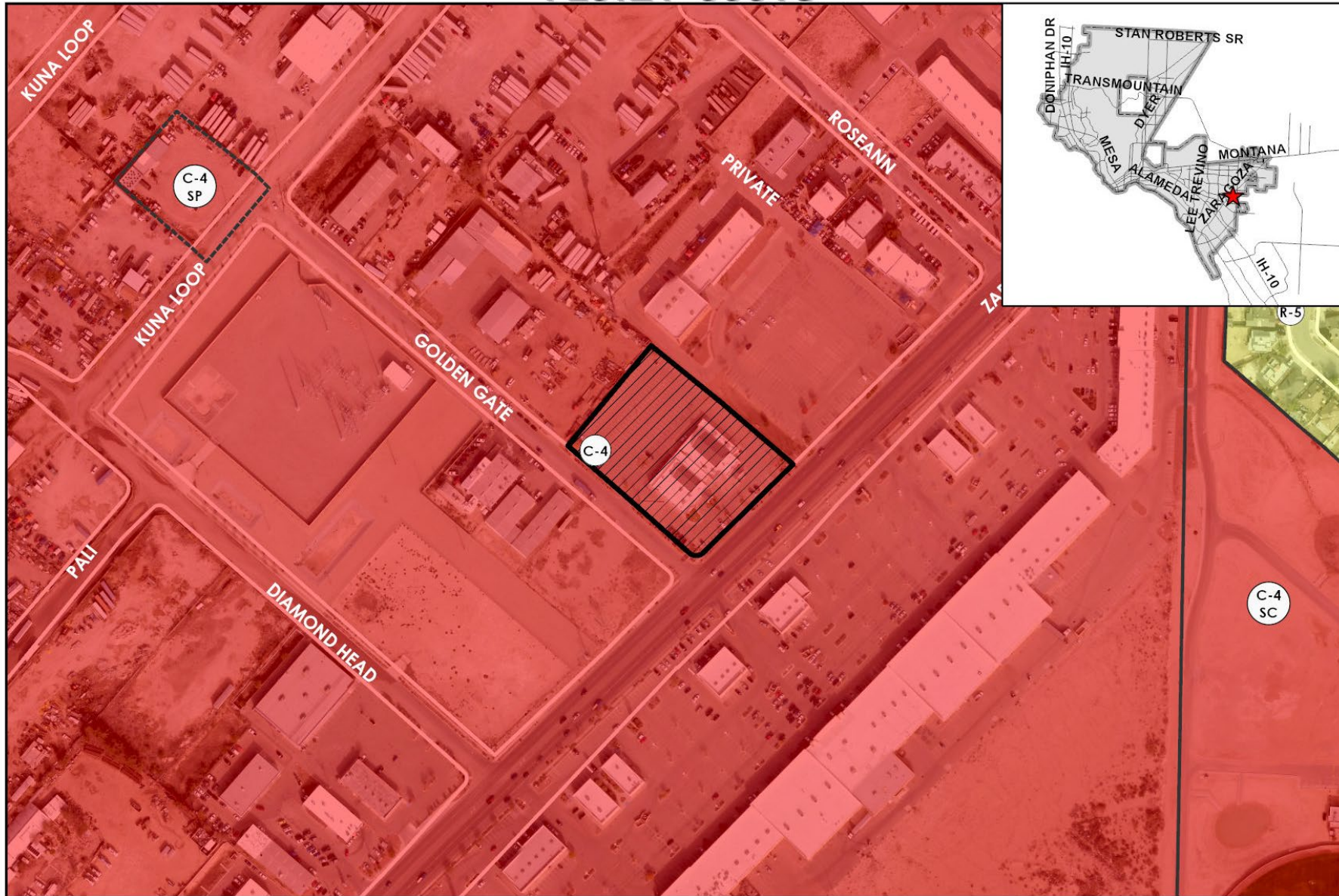


 Subject Property

0 60 120 240 360 480
Feet



Existing Zoning



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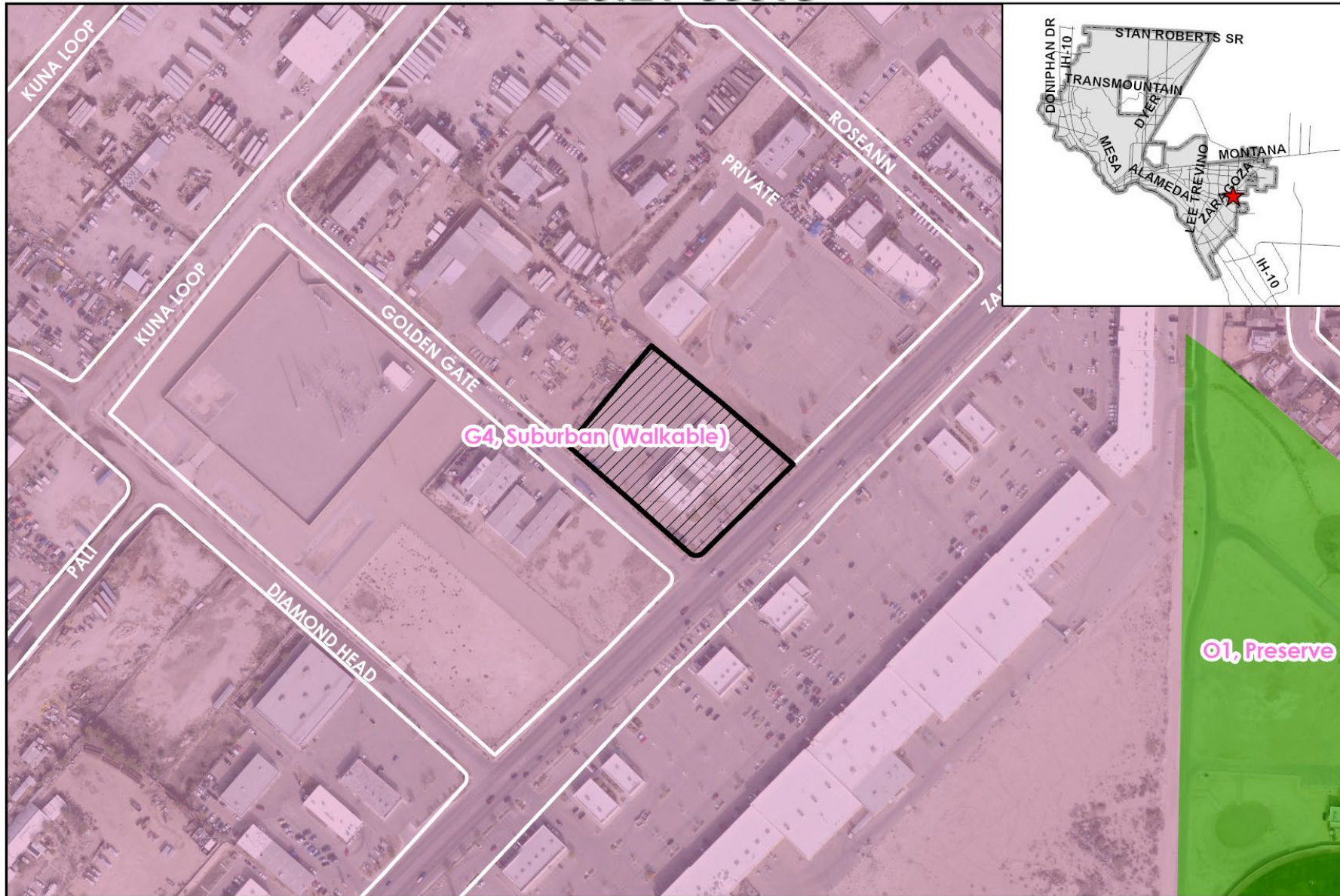


 Subject Property

0 60 120 240 360 480
Feet



PZST21-00018



Future Land Use

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 60 120 240 360 480 Feet





- IMPROVEMENT KEYED NOTES:**
- EXISTING CONCRETE SIDEWALK TO REMAIN
 - EXISTING PARKING SPACES TO REMAIN
 - EXISTING LANDSCAPE AREA TO REMAIN
 - EXISTING DRIVEWAY TO REMAIN
 - EXISTING H.C. PARKING TO REMAIN
 - EXISTING CANOPY TO REMAIN
 - EXISTING FUNERAL SIGN TO REMAIN
 - EXISTING ASPHALT PAVING TO REMAIN
 - EXISTING CONCRETE APRON TO REMAIN
 - EXISTING CHAIN LINK FENCE TO REMAIN
 - EXISTING BICYCLE RACK TO REMAIN
 - EXISTING ACCESS FOR H.C. FROM THE STREET
 - EXISTING CAMPER LOCATION
 - EXISTING PEDESTRIAN ACCESS FROM THE STREET

CODE DATA

Legal Description:
LOTS 4 AND 7, BLOCK 2,
GOLDEN GATE COMMERCIAL PARK
CITY OF EL PASO,
EL PASO COUNTY, TEXAS.
Zoning: C-4

Setbacks:

Front - 15'-0"
Rear - 10'-0"
Interior Side - 10'-0"

PARKING SPACES:
EXISTING - 193 EXISTING PARKING SPACES

OCCUPANCY:
ASSEMBLY - A-3

PARKING REQUIRED: MAX. - MIN.
FUNERAL HOME 100 - 144
STORAGES 5,000 - 7,200
FUNERAL AREAS 10,248 / 130 = 102 ; 10,248 / 144 = 71
& OFFICES
STORAGE 6,992 / 5000 = 1.39 ; 6,992 / 7200 = 0.92
TOTAL PARKING REQUIRED 103 MAX. ; 72 MIN.

EXISTING PARKING SPACES:
STANDARD - 9' X 20' = 187 PARKING SPACES
H.C. AS SHOWN = 6 PARKING SPACES
TOTAL = 193 PARKING SPACES

BICYCLE REQUIRED FOR FUNERAL HOME - 3 SPACES
BICYCLE REQUIRED FOR STORAGE - NONE
BICYCLE RACK PROVIDED - ONE

LANDSCAPING REQUIREMENTS:
BASED ON TENANT IMPROVEMENTS
ADDITION - TENANT IMPROVEMENT: 600 S.F. X 0.15% = 90 S.F.
AREA REQUIRED: 90 S.F.
AREA PROVIDED: 90 S.F. *

- * EXISTING LANDSCAPING BASED ON CODE 2003
LOT 102, 832 S.F. X 7.0% = 58.24 S.F.
- * EXISTING LANDSCAPING = 6,748 S.F.
- * PROPOSED LANDSCAPING REQUIREMENTS, CODE 2021 = 90 S.F.
- * PROPOSED LANDSCAPING TO BE INCORPORATED IN EXISTING AREA

LANDSCAPING SUMMARY:

ITEM	REQUIRED	PROVIDED	REMARKS
AREA	90 S.F.	90 S.F.	PROPOSED LANDSCAPING TO BE INCORPORATED IN EXIST. LANDSCAPING. NEW TREES AND SHRUBS TO BE IRRIGATED WITH EXISTING IRRIGATION SYSTEM
PROJECT TREES	1	0	2" CAL 10' HGT. SUBSTITUTION: 4 PROJECT TREES FOR 20-3 GAL. SHRUBS
30 FT. TREES	N/A	N/A	
BUFFER TREES	N/A	N/A	
PARKING TREES	N/A	N/A	EXISTING PARKING
5 GAL. SHRUBS	45	25	SUBSTITUTION: 20 = 5 GAL. SHRUBS WITH 4 PROJECT TREES

ALL AREAS TO RECEIVE MULCH SHALL BE DROPPED 1" BELOW WALKS OR CURBS.
MULCH OR ROCK TO BE 2" DEEP ABOVE WEED BARRIER, AS PER SPEC.
TYPAR-SPUNBONDED POLYPROPYLENE, STYLE NO. 3201 AS MANUFACTURED
BY DUPONT, OR APPROVED EQUAL, 9 MILS, 1.9 OZ./YD., FREE OF HOLES AND TEARS

NOTE:
ALL EXISTING ELEMENTS AND BUILDING WERE PREVIOUSLY
APPROVED BY THE CITY OF EL PASO IN TWO DIFFERENT PERMITS.

TYPE OF CONSTRUCTION:
Type V-B uninsprinkled per table 601 (EXISTING)

BUILDING AREA ALLOWED:
19,081.85 S.F.

EXISTING AREAS
FUNERAL AREAS 10,248.00 S.F.
& OFFICES
STORAGE 6,992.00 S.F.
TOTAL 17,240.00 S.F.

FIRE PROTECTION:
NOT REQUIRED.
FIRE PROTECTION REQUIRED - NONE

STRUCTURAL = 0 Hr.
BEARING WALLS = 0 Hr.
NON BEARING WALLS = 0 Hr.
ROOF CONSTRUCTION = 0 Hr.

EXISTING LANDSCAPE AREA - 6,748.20 S.F.



DATE: 12-01-2021
DRAWN BY: AG
CHECKED BY: AG
SCALE: AS SHOWN
SHEET: 1 OF 1
PROJECT: EXISTING DETAIL SITE PLAN
PROJECT NUMBER: 21-250

EXISTING DETAIL SITE PLAN
MT. CARMEL FUNERAL HOMES
EL PASO, TEXAS 79906
1755 N. ZARAGOZA

5009 STARVIEW DRIVE
EL PASO, TEXAS 79912
(915) 726-0148
aggonzalez79@gmail.com
ARTURO A. GONZALEZ



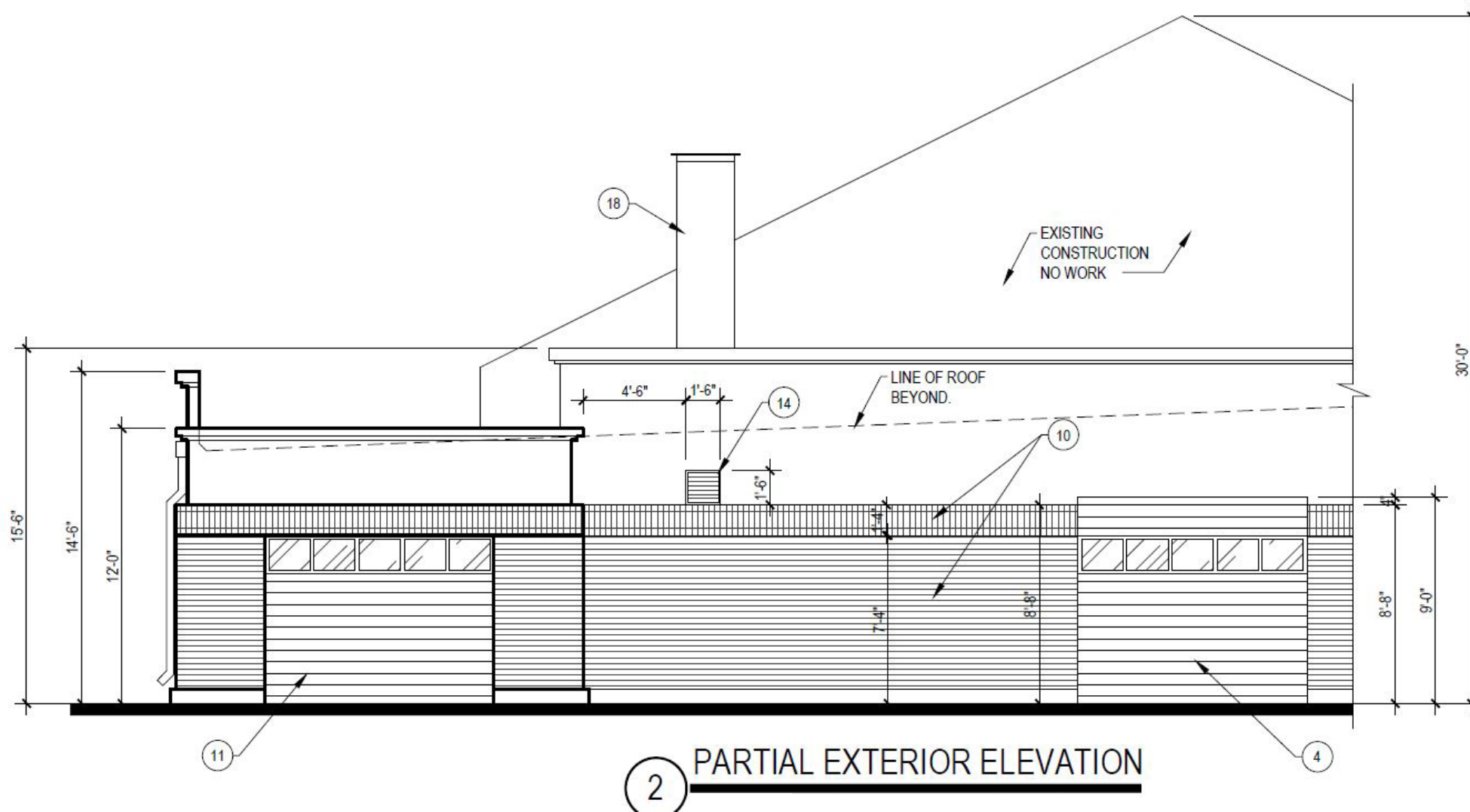
A0.0



Detailed Site Plan



Elevations



Subject Property



1755 N. Zaragoza Rd.

Surrounding Development



N



W

S

E



Public Input

- Notices were mailed to property owners within 300 feet on November 30, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.



Recommendation

- Staff recommends approval of the special permit request



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-409, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

AGENDA LANGUAGE:

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

An Ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets. The Penalty is as provided in Chapter 19.42 of the El Paso City Code.

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

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: April 26, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

APPROVE an ordinance amending various sections of Title 19 (Subdivision and Development Plats), to adopt the El Paso Street Design Manual, to update references to the design standards for construction to the street design manual, and to update standards of construction for streets.

BACKGROUND / DISCUSSION:

Street Design Manual Adoption: The City of El Paso Street Design Manual adopts new design standards for street construction related to new development and street reconstruction projects. The new standards are characterized by context sensitive standards and a kit of parts approach informed by the future land use map to build street cross sections in a context sensitive manner. The Street Design Manual utilizes newly proposed context areas derived from future land use map designations to create area specific standards for street design elements that are consistent with and representative of existing and expected land use scenarios.

In general, the new standards prioritize pedestrian safety and a complete streets approach to street design. Additional standards are included to implement the city's adopted bike plan.

Title 19 Amendments: In order to adopt the proposed street Design Manual and implement the proposed design standards amendments to Title 19 are required to redirect numerous existing references to the design standards for construction (DSC) to appropriate sections of the Street Design Manual (SDM). Additionally, the design standards for construction will become an integral chapter within the Street Design Manual and have also been amended to reflect the new design guidelines.

An amendment is also proposed to allow for implementation of an expanded array of bicycle facility standards consistent with the City of El Paso Bike Plan. These standards are proposed in chapter 4.7 of the proposed Street Design Manual and consistent with the NACTO Urban Bikeway Design Guidelines (2012).

PRIOR COUNCIL ACTION:

City Plan Commission Recommendation – Dec 2, 2021: Approval (7-0)

AMOUNT AND SOURCE OF FUNDING:

N/A

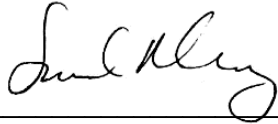
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Planning & Inspections

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

DEPARTMENT HEAD:

A handwritten signature in black ink, appearing to read "Sam Rodriguez", is written over a horizontal line.

(Sam Rodriguez, P.E.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 19 (SUBDIVISION AND DEVELOPMENT PLATS), TO ADOPT THE EL PASO STREET DESIGN MANUAL, TO UPDATE REFERENCES TO THE DESIGN STANDARDS FOR CONSTRUCTION TO THE STREET DESIGN MANUAL, AND TO UPDATE STANDARDS OF CONSTRUCTION FOR STREETS. THE PENALTY IS AS PROVIDED IN CHAPTER 19.42 OF THE EL PASO CITY CODE.

WHEREAS, the City wishes to adopt the El Paso Street Design Manual to provide requirements for the design and construction of streets;

WHEREAS, the El Paso Street Design Manual is aimed at planning and producing context sensitive, functional and sustainable streets for everyone; and

WHEREAS, the Design Standards for Construction will be included as a chapter in the El Paso Street Design Manual.

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

SECTION 1. The City Council adopts the El Paso Street Design Manual attached to this ordinance as Attachment “A”. The Street Design Manual, as attached to this ordinance, amends the Designs Standards for Construction previously adopted by City Council and incorporates the Design Standards for Construction into the El Paso Street Design Manual as a chapter within the El Paso Street Design Manual. Title 19 (Subdivision and Development Plats) is amended to add an Appendix 113 – Street Design Manual as shown in Attachment “A” of this ordinance.

SECTION 2. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.01 (Provisions Applicable to all Platting Procedures), Section 19.01.010 (Authority, purpose and applicability), subsection (D) (Subdivision plat and development plat rules) is amended to read as follows:

- D. Subdivision plat and development plat rules. The provisions of this title, the standards governing water and wastewater facilities applicable to plats, and the technical standards contained in the City of El Paso Street Design Manual (SDM), as developed by the city manager or designee and adopted by ordinance by the city council and as may be amended from time to time, constitute the subdivision and development rules of the City of El Paso, which apply to applications for plat approval inside city limits and within the city's extraterritorial jurisdiction. The SDM shall be maintained by and be available in the planning division of the planning and inspections department. Other ordinances of the city may also apply to land development and must be complied with.

SECTION 3. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.02 (Land Studies), Section 19.02.030 (Decision) is amended to read as follows:

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19.02.030 - Decision.

- A. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the land study application.
- B. Prior to the decision, the City Plan Commission shall be provided with a full copy of the land study and all related documents that are needed to make a decision as to compliance with this title.
- C. Where the City Plan Commission conditionally approves or disapproves a land study application, the City Plan Commission shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:
 - 1. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - 2. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - 3. May not be arbitrary.
- D. After the conditional approval or disapproval of the land study, the applicant may resubmit the land study along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
- E. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved land study within fifteen days of receipt of resubmission and written response.
- F. It shall be the responsibility of the subdivider to ensure that the land study satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 4. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.02 (Land Studies), Section 19.02.040 (Criteria for approval) is amended to read as follows:

19.02.040 - Criteria for approval.

- A. Factors. The following criteria shall be used to determine whether an application for a land study shall be approved, approved with conditions, or denied:
 - 1. The land study is consistent with all zoning requirements for the property, and any approved development agreement;
 - 2. The proposed provision and configuration of arterial and collector roads, water, wastewater, drainage and park and open space facilities are adequate to serve each phase of the subdivision and generally meet the standards of this title, the SDM and any other applicable standards or requirements of the city;
 - 3. The schedule of development assures that the proposed development will progress to completion within the schedule proposed;

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4. The proposed land study conforms to the district and is consistent with the incorporated concept plan, if any;
 5. The location, size and sequence of the phases of development proposed assures orderly development of the land subject to the plat;
 6. Where the proposed development is located in whole or in part in the extraterritorial jurisdiction of the city in El Paso County, the proposed land study meets any County of El Paso standards; and
 7. The land study is consistent with the adopted comprehensive plan, except where application of the plan conflicts with state law.
- B. Conditions. In addition to any other conditions required to conform the land study to the standards of this title, the city plan commission may condition approval on exclusion of land from the land study or adjustments in the proposed sequence or timing in the proposed phases of the development.

SECTION 5. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.020 (Application and procedures), Subsection (D) is amended to read as follows:

- D. Preliminary engineering information in accordance with the SDM checklists meeting the submission requirements must also be submitted with the preliminary plat application.

SECTION 6. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.030 (Decision) is amended to read as follows:

19.03.030 - Decision.

- A. Review and Determination. The City Plan Commission shall review all preliminary plat applications, findings of the staff, findings of the city manager, or designee regarding compliance with staff recommendations, and any other information available. From all such information, the commission shall determine whether the preliminary plat as shown on the application meets the standards of this title.
- B. Approval or Denial. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the preliminary plat application within thirty days from determination that the application is complete in accordance with Section 19.37.020. The action of the commission shall be entered in the minutes of the commission and the applicant shall be notified of the results.
1. All changes or conditions required by the City Plan Commission as part of the preliminary plat approval shall be made a part of the record and any final plat or final subdivision improvement plans shall meet those required changes or conditions.
 2. On a preliminary plat with significant changes, the City Plan Commission may at the time a preliminary plat is approved subject to conditions, require a revised preliminary plat to be resubmitted.
 3. Where the City Plan Commission conditionally approves or disapproves a preliminary plat application, the City Plan Commission shall provide the applicant a written

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statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:

- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
4. After the conditional approval or disapproval of the preliminary plat application, the applicant may resubmit the preliminary plat along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 5. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved preliminary plat within fifteen days of receipt of resubmission and written response.
 6. It shall be the responsibility of the subdivider to ensure that the preliminary plat satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 7. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.03 (Preliminary Plats), Section 19.03.040 (Criteria for approval), subsection (G) is amended to read as follows:

- G. The preliminary plat conforms to the design requirements and construction standards as set forth in the City of El Paso Street Design Manual (SDM);

SECTION 8. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.030 (Decision), subsection (B) is amended to read as follows:

- B. Approval or Denial. The City Plan Commission shall decide whether to approve, approve with conditions, or deny the final plat application. Upon approval of the final plat, the applicant shall correct and submit final plat copies to the city manager or designee so that required signatures can be obtained and recording completed. The reasons for any action taken by the commission, whether a final plat is approved, denied, or approved with conditions, shall be entered in the minutes of the commission.
 1. All changes or conditions required by the City Plan Commission as part of the final plat approval shall be made a part of the record.
 2. On a final plat with significant changes, the City Plan Commission may at the time a final plat is approved subject to conditions, require a revised final plat to be resubmitted.
 3. Where the City Plan Commission conditionally approves or disapproves a final plat application, the City Plan Commission shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly

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articulates each specific condition for the conditional approval or reason for disapproval. Each condition or reason specified in the written statement must:

- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
4. After the conditional approval or disapproval of the final plat application, the applicant may resubmit the final plat along with a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 5. The City Plan Commission shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved final plat within fifteen days of receipt of resubmission and written response.
 6. It shall be the responsibility of the subdivider to ensure that the final plat satisfies all the requirements of the city code, the SDM and any other regulatory requirement.

SECTION 9. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.040 (Criteria for approval), subsection (B), subsubsection (7) is amended to read as follows:

7. The plat conforms to design requirements and construction standards as set forth in the City of El Paso Street Design Manual (SDM); and

SECTION 10. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.04 (Final Plat), Section 19.04.070 (Plat recordation), subsection (C) and subsection (D), are amended to read as follows:

- C. Submittal of record plat where improvements have been installed. Where public improvements have been installed and approved for acceptance by the city prior to recording of the plat, the property owner, developer or contractor shall submit a maintenance bond in accordance with Chapter 19.08 of this article from each contractor, one sealed set of "as built" plans in accordance with the SDM or record drawings (submitted as mylars), and an electronic copy of all plans (in a format as determined by the city manager or designee), together with a letter stating the contractors' compliance with Chapter 19.08 of this article, and bearing sealed certification by an engineer that all public improvements have been constructed in compliance with all city construction standards. The property owner also shall submit copies of the approved final plat, revised to reflect the "as built" plans or record drawings, in the format and number as required by the city manager or designee.
- D. Submittal of record plat where improvements have not been installed. Where public improvements have yet to be completed in connection with an approved final plat, the

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property owner shall submit in the format and number as set forth in the SDM, the approved final plat, revised to reflect any changes required by the city plan commission.

SECTION 11. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.08 (Construction Plans and Management), Section 19.08.010 (Subdivision improvement plans) is amended to read as follows:

19.08.010 - Subdivision improvement plans.

- A. Purpose. The purpose of subdivision improvement plans is to assure that public improvements required to be installed in order to serve a subdivision or a development are constructed in accordance with all standards of this title.
- B. Application contents. When required by this title either prior to or at the time of submission of an application for final plat approval by the City Plan Commission or by staff where administrative approval is authorized, the number of sets of subdivision improvement plans required by the SDM shall be submitted to the city manager or designee for review for code compliance. All applications shall be submitted on a form supplied by the planning official with the required information as stated on the application form. The subdivision improvement plans shall be submitted for the entire area covered by the subdivision application, and shall comply with all provisions of this title and the SDM. The final subdivision improvement plans including paving and stormwater engineering shall be submitted in one package and be approved or approved with conditions prior to the final plat recordation in accordance with this title. The subdivider shall provide and the subdivision improvement plans shall contain all applicable improvements required by this title and the SDM, including but not limited to the following details:
 - 1. Grading and slope stabilization as regulated by Chapter 18.44;
 - 2. Drainage facilities;
 - 3. Water and wastewater plans, except water and wastewater plans in developments to be served by EPWU, which shall comply with subsection C below;
 - 4. Streets and other rights-of-way (including sidewalks); on subdivisions within the city limits, sidewalks may be deferred until building permits are requested for a residential lot, except sidewalks at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;
 - 5. Bikeway and transit improvements (where applicable);
 - 6. Survey monuments;
 - 7. Street lights;
 - 8. Traffic control signs and traffic signalization; traffic calming devices (where applicable);
 - 9. Landscaping; on subdivisions within the city limits, landscape (street trees) may be deferred until building permits are requested for a residential lot, except landscape at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;

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10. Curb ramps; on subdivisions within the city limits, curb ramps may be deferred until building permits are requested for a residential lot, except curb ramps at the rear of double frontage lots must be installed, inspected, approved and accepted by the city prior to building permits being issued;
11. Street pavement markings;
12. Parkland and open space; and
13. Provisions for arroyo protection.

It is the developer and his engineer's responsibility to put the plans together into one package and follow-up on their review. Incomplete plans shall be returned to the applicant.

C. The subdivider shall provide complete EPWU approved water and wastewater design plans on or before the final plat is submitted to the CPC. The subdivider shall have the option of using one of two processes for completion of the plans:

1. EPWU prepares complete water and wastewater plans meeting EPWU requirements and standards.
2. The subdivider's engineer prepares water and wastewater plans meeting TCEQ and EPWU requirements and submitting those plans to EPWU for approval. Upon approval by EPWU the water and wastewater plans shall be provided to the city. The EPWU shall have fifteen business days to accept the plans or reject the plans with comments for corrections. Failure to act within this timeframe shall permit the subdivider to proceed in accordance with Section 19.08.010(E)(3). This option to the subdivider shall not apply if any off-site extension or capital improvement infrastructure, master plan land studies, or any on-site oversized facilities to serve any areas adjacent to the subdivision are required.
3. Plans will not be approved and the plat will not be recorded until water and wastewater designs meet TCEQ and EPWU/PSB design standards.

D. Phasing plan. Where phasing is proposed for the construction and installation of the required subdivision improvements, approval of a phasing plan shall be required, provided, that all of the subdivision improvements are completed within the time period specified herein. The city manager or designee may approve, disapprove or conditionally approve the phasing proposed if the proposed phasing will provide for the orderly development of the subdivision with adequate access to all improvements. No phasing plan shall be approved unless each phase has a complete drainage system, or security for all improvements that are not completed in the initial phase is provided in accordance with the methods and amount in Section 19.08.040 A.1., 2., or 3. No temporary drainage structures will be allowed. If the property contains an arroyo or flow path that requires improvements, security in accordance with the methods and amounts stated in Section 19.08.040 shall be provided regardless of the phasing, unless the improvements to the arroyo or flow path are completed in the initial phase. Where the city manager or designee disapproves a phasing plan, the subdivider may appeal the decision to the City Plan Commission upon a written request submitted to the city manager or designee. Whether or not the city manager or designee approves phasing at the time of the construction plan submission, a subdivider may request phasing and submit a phasing plan at any time prior to the expiration of the time period for completion of the subdivision improvements, or any authorized extension. A phasing plan submitted and

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approved by the city manager or designee after the approval of the construction plan submission, shall be considered an authorized amendment to the subdivision improvement plans and such approved phasing plan shall be attached to and incorporated as part of the approved subdivision improvement plans.

E. Responsible Official and Decision.

1. The city manager, or designee, shall be the responsible official for approval of subdivision improvement plans.
2. For subdivision improvement plans submitted following approval of a preliminary plat, the city manager, or designee shall provide the applicant or applicant's representative a determination of completeness as specified in Section 19.37.020.
3. The city manager, or designee shall decide whether to approve, approve with conditions, or deny the subdivision improvement plan application within thirty days from determination that the application is complete in accordance with Section 19.37.020.
4. Failure of the city manager or designee or EPWU, when applicable, to approve, approve with conditions, or deny the subdivision improvement plan application within the prescribed thirty days from the date that the submission is accepted for completeness, shall permit the subdivider to proceed with the construction of the subdivision improvements pursuant to the plans submitted; except that a subdivider may authorize in advance, or during the review, an extension to the prescribed time period for additional review by the city manager or designee or EPWU, when applicable. The request for a time extension may be for a period not to exceed thirty days and shall be provided in writing by a subdivider prior to the expiration of the prescribed review period. It shall be the responsibility of the subdivider to ensure that the subdivision improvement plans meet or exceed all the requirements of the City Code, EPWU requirements and any other regulatory requirements.
5. Distribution and Review. Once the subdivision improvement plans are approved, the property owner shall provide additional sets of the approved plans to the city, as specified by the city manager, or designee, for use during construction. A full set of the city approved and stamped subdivision improvement plans must be available for inspection on the job site at all times.

F. Notification. The city manager, or designee, shall notify the applicant in accordance with Section 19.38.040 that the subdivision improvement plans are approved for construction. The city manager or designee shall also forward a written certification to all affected departments and agencies advising of the approval of the subdivision improvement plans. The certification shall identify the subdivision name, legal description, and acreage for which the approval was granted.

G. Revised Plan Submission. In cases of conditional approval or disapproval of the subdivision improvement plan application, the process is as follows:

1. The city manager or designee shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition. Each condition or reason specified in the written statement must;

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- a. Be directly related to the requirements in Title 19 and specifications contained in the City of El Paso Street Design Manual (SDM); and
 - b. Include a citation to the law, including a statute or municipal ordinance, that is the basis for the conditional approval or disapproval; and
 - c. May not be arbitrary.
 2. If the conditions of approval or disapproval of the plans require revision(s) to the subdivision improvement plans, one set shall be marked with objections noted (on the plans themselves) and returned to the applicant for correction.
 3. The applicant's engineer shall then correct the plans as requested and resubmit the appropriate number of sets required by the SDM of subdivision improvement plans to the city manager or designee for decision. The resubmission of the plans shall be accompanied by a written response that clearly articulates how each condition for conditional approval or each reason for disapproval has been remedied.
 4. The city manager or designee shall determine whether to approve or disapprove the applicant's previously conditionally approved or disapproved subdivision improvement plans within fifteen days of receipt of resubmitted plans and written response. Failure of the city manager or designee to approve or disapprove within the prescribed period, shall permit the subdivider to proceed with the construction of the subdivision improvement plans pursuant to the plans submitted. It shall be the responsibility of the design engineer to certify and ensure that the subdivision improvement plans satisfy all the requirements of the city code, the SDM and any other regulatory requirement.
 5. A copy of any subdivision improvement plans submitted within the extraterritorial jurisdiction, after approval by the city manager or designee, shall be forwarded to the county road and bridge administrator.
 6. Additional copies may be requested by the city manager or designee for informational purposes and review by other agencies.
 7. The city will not require non-engineering related significant changes in the final subdivision improvement plans or final plat approval that contradict the preliminary plat approval, reserving the right to address life safety or other significant issues that should have been addressed in the preliminary plat.
- H. Criteria for Approval. The city manager, or designee, shall render a decision on the subdivision improvement plans in accordance with the following criteria:
1. The plans are consistent with the approved preliminary plat, and the proposed final plat;
 2. The plans conform to the development standards, and standards for adequate public facilities contained in this title; and
 3. The plans conform to the specifications contained in the City of El Paso Street Design Manual (SDM).
- I. Approval Required. Approval of subdivision improvement plans authorizes the property owner to install public improvements in rights-of-way and/or easements offered for

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dedication or previously dedicated to the public under an approved preliminary or final plat for which site preparation and other required permits have been approved.

- J. Acceptance Required. Acceptance of the subdivision improvements shall authorize the recording plat submission pursuant to this title. Where the city manager or designee has authorized public improvements to be deferred, the final plat may be approved, recorded and foundation or building permits may be issued, in accordance with Section 19.08.040.
- K. If the city is unable to comply with the time requirements specified in this chapter due to unforeseeable causes beyond the control and without the fault or negligence of the city, including, but not restricted to, acts of God, or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, orders of any kind of the government of the United States or the State of Texas, operation of law, disturbances, explosions and severe weather, such time restrictions shall be suspended until such time that the inability to perform due to the unforeseeable cause no longer exists.

SECTION 12. Title 19 (Subdivision and Development Plats), Article 1. (Platting Procedures), Chapter 19.08 (Construction Plans and Management), Section 19.08.050 (Inspection and acceptance of public improvements), Subsection (A) (Entry and Inspections), subsection (1) is amended to read as follows:

- 1. The city manager, or designee shall inspect the construction of improvements while in progress as well as upon completion. Construction shall be in accordance with the approved subdivision improvement plans. The city manager or designee shall have the right to enter upon the subdivision site for the purpose of conducting inspections. The city manager or designee shall provide for the inspection of required subdivision improvements during construction to insure general conformity with plans and specifications as approved. If the city manager or designee finds, upon inspection, that any of the required subdivision improvements have not been constructed in accordance with the subdivision improvement plans, this title or the SDM, then the subdivider shall be responsible for making the necessary changes to insure compliance. Any significant change in design required during construction shall be made by the subdivider's engineer, and shall be subject to prior approval by the city manager or designee. If the city manager, or designee finds upon inspection that any of the required public improvements have not been constructed in accordance with the approved subdivision improvement plans, the property owner shall be responsible for completing and/or correcting the public improvements.

SECTION 13. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.09 (General Requirements), Section 19.09.030 (Conformance to plans), is amended to read as follows:

19.09.030 - Conformance to plans.

- A. Conformance. Proposed capital improvements serving new development shall conform to and be properly related to the public facilities elements of the city's adopted comprehensive plan, other adopted master plans for public facilities and services including parks and open

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space, bikeway and transit, and applicable capital improvements plans, and shall meet the service levels specified in such plans.

- B. Thoroughfare Plan (Map) Amendments. No final plat shall be approved for any subdivision within the city or its extraterritorial jurisdiction until the applicant has made adequate provision for thoroughfares as shown on the thoroughfare plan (Map) as approved by the city. The thoroughfare plan is a guide for the roadway connections and types that will be needed in the future. Subject to city manager, or designee approval, as long as the connection is made, whether or not it is close to the exact alignment shown on the thoroughfare plan, no thoroughfare plan amendment should be necessary. The design and construction of the proposed thoroughfare shall be in conformance with the city's master plans for thoroughfares and with the City of El Paso Street Design Manual (SDM), and shall be subject to approval by the city manager or designee. If a different roadway type is found to be adequate or if the connection is not proposed to be made, then the thoroughfare plan shall be amended, upon provision of a traffic impact analysis of the proposed amendment in accordance with Chapter 19.18.
- C. Water and Wastewater Plans. No final plat shall be approved for any subdivision within the city or its extraterritorial jurisdiction until the applicant has made adequate provision for a water system and a sanitary wastewater system of sufficient capacity to adequately provide service to all tracts and lots within the area to be subdivided. The design and construction of the water system and of the sanitary wastewater system to serve the subdivision shall be in conformance with the El Paso Water Utilities master plans and construction standards for water and wastewater facilities and with the rules and regulations of the Public Service Board/El Paso Water Utilities and with the City of El Paso Street Design Manual (SDM), and shall be subject to approval by the utility manager. Subdivisions either in the ETJ or recently annexed and that are not served by the EPWU but by other systems shall either meet the same EPWU requirements or the requirements of the other utility provider but also be subject to approval by the city manager or designee.

SECTION 14. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.11 (Extraterritorial Jurisdiction (ETJ) Standards), Section 19.11.010 (General Provisions), subsection (A) is amended to read as follows:

- A. Owners of property within the extraterritorial jurisdiction who propose a subdivision of land shall be subject to the provisions of this chapter. The regulations contained within Chapter 19.01 and including the Street Design Manual (SDM), shall be applicable except as modified by this chapter.

SECTION 15. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.11 (Extraterritorial Jurisdiction (ETJ) Standards), Section 19.11.020 (Water and wastewater service), subsection (C), subsubsection (1) is amended to read as follows:

1. Final engineering report. The final plat shall be accompanied by an engineering report regarding the availability and methodology of providing wastewater treatment service prepared, meeting the requirements of the SDM, and bearing the signed and dated seal of a professional engineer registered in the State of Texas.

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SECTION 16. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.12 (Water), Section 19.12.020 (El Paso Water Utilities System), is amended to read as follows:

19.12.020 - The El Paso Water Utilities System.

- A. Installation of Water Facilities. Where water is to be provided through the EPWU system, the developer shall install adequate water facilities, including fire hydrants, in accordance with the current rules and regulations for public water systems of the TCEQ, the rules and regulations of the El Paso Water Utilities/Public Service Board (EPWU/PSB) and the firefighting standards of the Texas Board of Insurance, and the standards and specifications of the city and EPWU.
- B. Facilities for Health and Safety Emergencies; Alternative Water Sources. All water facilities connected to the EPWU water system shall be capable of providing water for health and emergency purposes, including fire protection. Water supply facilities shall be in accordance with city and EPWU. The design and construction of water system improvements and alternative water sources shall also comply with the following standards:
 - 1. Design and construction of a water source on the site shall be in accordance with applicable regulations of the TCEQ.
 - 2. Design and construction of water service from the EPWU shall be in accordance with the standards in the city's SDM and of EPWU.
 - 3. Design and construction of a fire protection and suppression system shall be in accordance with the standards of the SDM, the EPWU, the city's adopted fire code, Chapter 9.52 of the code and be approved by the city manager, or designee, utility manager and fire department.

SECTION 17. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.14 (Utilities Generally), Section 19.14.005 (General Provisions), Subsection (B), subsection (1) is amended to read as follows:

- 1. The placement and separation of the various utilities within an easement or right-of-way shall conform to the Development Standards for Construction contained in the SDM. The placement and separation of water and wastewater utilities shall also conform to the requirements of the Texas Commission on Environmental Quality (TCEQ).

SECTION 18. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.14 (Utilities Generally), Section 19.14.020 (Utility location policies), is amended to read as follows:

19.14.020 - Utility location policies.

- A. Placement. It is in the city's best interest to coordinate and regulate the placement of utilities within public rights-of-way or public or private easements. Such regulations and coordination shall be managed under the general standards of this chapter.

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B. Standards.

1. Public street rights-of-way shall be the preferred location for all utility extensions to the extent reasonably possible.
2. In order to accommodate the multiple public and franchise utilities within the public street right-of-way, there shall be a minimum amount of unpaved right-of-way outside of and in addition to the right-of-way covered by street paving, sidewalk and curb-and-gutter in accordance with the SDM street cross sections and requirements. This unpaved area may be between the curb and sidewalk or on the outside of the sidewalk. The minimum roadway cross sections in Chapter 19.15 have been designed with a minimum area behind the curb, and sufficient right-of-way to meet this requirement in accordance with the SDM shall be dedicated to accommodate over-width sidewalks, bikeways, or any surface improvement.
3. Easements on private property may be used in the following instances and under conditions specified therein:
 - a. For pedestal, transformer and utility hut pads;
 - b. Where special developments (i.e., cluster subdivisions and planned development districts) occur;
 - c. Where public or private streets are platted lacking sufficient parkway to install required and franchise utilities and, even then, such easements as needed shall be provided adjacent and parallel to the street;
 - d. Where on-site ponding is proposed and the parkway is proposed to be removed to accommodate the on-site ponding, then the utilities must be located in an adjacent easement;
 - e. Where unusual circumstances prevent use of the public right-of-way or private street; and
 - f. Easements shall be a minimum of ten feet on private property, or as specified by the utility provider utilizing the easement.
4. Prior to the pavement installation, the subdivider shall obtain a written release from each utility provider indicating that required utility installation is complete. Subdividers shall provide such release to the city.
5. A joint trench for electric and communication utilities shall be provided, in accordance with the SDM. Separate trenching for electric and communication utilities will be allowed only:
 - a. In the mountain development area, in accordance with Chapter 19.24;
 - b. For individual street crossings;
 - c. For service drops;
 - d. Where existing service feeds or sources are coming from demonstrably different directions;
 - e. In replats where existing utilities are in separate trenches.

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6. Conduit, to accommodate electric, telephone and cable television service lines at street crossings extending from closures on one side of the street, shall be provided. Utilities shall meet the locational criteria, if any, contained in the SDM.

SECTION 19. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.010 (Adequacy of streets and thoroughfares), is amended to read as follows:

19.15.010 - Adequacy of streets and thoroughfares.

- A. Responsibility for Adequacy of Streets and Thoroughfares. The property owner shall assure that the subdivision is served by adequate streets and thoroughfares, and shall be responsible for the costs of rights-of-way and street improvements, in accordance with the following policies and standards, and subject to the city's cost participation policies on oversized facilities. Additional right-of-way may be required at some street intersections to accommodate utilities, sidewalks, traffic control devices and/or sight distances.
- B. General Adequacy Policy. Every subdivision shall be served by improved streets and thoroughfares adequate to accommodate the vehicular, bicycle and pedestrian traffic to be generated by the development. Adequacy as it relates to public improvements including roadways is attained by complying with the requirements and standards of this title, the SDM and all related city ordinances. Proposed streets shall provide a safe, convenient and functional system for traffic circulation; shall be related to the city's thoroughfare plan, road classification system, comprehensive plan and any amendments thereto; and shall be appropriate for the particular traffic characteristics of each development.
- C. Road Network. New subdivisions shall be supported by a road network having adequate capacity, ingress/egress, safe and efficient traffic circulation and roadway network connectivity. The adequacy of the road network for developments that meet the requirements of Section 19.18.010(B), traffic impact studies (TIA), shall be demonstrated by preparation and submission, prior to or along with land study or the preliminary plat application, of a traffic impact analysis prepared in accordance with Chapter 19.18 (Traffic Impact Analysis). The study shall address accommodating traffic generated by the development, land to be developed in common ownership and other developed property.
 1. In the event the property to be developed is intended as a phase in a larger development project, or constitutes a portion of the land to be ultimately developed, the city manager, or designee may require a demonstration of adequacy pursuant to this article for additional phases or portions of the property as a condition of approval for the proposed preliminary plat.
- D. Major and minor arterials, collectors and other thoroughfares appearing on the city's adopted bike plan shall have bicycle facilities installed in accordance with the Street Design Manual. For major and minor arterials, collectors and other thoroughfares not appearing on the city's adopted bike plan, bicycle facilities may be constructed on one side or both sides of the street.

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- E. Traffic Calming. Traffic calming may be provided by the developer or may be required in accordance with the adopted Neighborhood Management Policy and in accordance with the SDM by the city manager or designee.

SECTION 20. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.020 (Subdivider responsibility), Subsection (B), subsection 3 is amended to read as follows:

3. Alleys. Where provided, alleys shall be installed and improved in accordance with all standards required by this title and the SDM. Alleys shall be provided by and at the expense of the subdivider.

SECTION 21. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.050 (General Requirements), is amended to read as follows:

19.15.050 - General requirements.

- A. Approach Roads and Access shall comply with the SDM.
- B. Roadway Network Connectivity shall comply with the SDM.
- C. Off-Site Improvements shall comply with the SDM.
- D. Street right-of-way dedication shall comply with the SDM.
- E. Street Construction shall comply with the SDM.
- F. Intersection Improvements and Traffic Control Devices shall comply with the SDM.
- G. Private Streets shall comply the SDM.
- H. Access Management. Roadway access management standards and requirements related to TXDOT roadways and city roadways shall be in accordance with the SDM.
- I. Exceptions to these requirements shall comply with the SDM. The Street design manual allows for flexibility in street design in cases where the proposed subdivision is constrained by topographic features, existing development, or other impassable features, as determined by the city manager or designee.

SECTION 22. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.060 (Street Standards), is amended to read as follows:

19.15.060 - Street standards.

- A. SDM Standards Met. In addition to the requirements of the City of El Paso Street Design Manual (SDM), the requirements of the street standards in this chapter shall be met.

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B. Projections and Related Requirements. Where adjoining un-subdivided areas exist, the subdivision street arrangement shall make provision for projection of streets into such areas. Dead-end streets shall otherwise be prohibited, except where projections into un-subdivided land are necessary or where turnarounds are provided in accordance with the SDM. Private streets shall not be allowed to project beyond the subdivision boundary, and therefore shall not be allowed to dead-end at the subdivision boundary.

C. Transitions of Right-of-Way Width shall comply with Street Design Manual.

D. Lots accessing arterial streets shall comply with Street Design Manual.

E. Right-of-way Widths. Street right-of-way widths shall be as shown in the SDM

F. Construction of Streets. All streets shall be constructed in accordance with paving widths and specifications as set forth in the SDM of the City of El Paso at the time at which any required application is officially submitted and deemed a complete application, in accordance with the vesting provisions of this title.

1. Intersections of major and minor arterials shall be constructed with concrete in accordance with the SDM, unless a specific exception is granted by the CPC and upon the affirmative recommendation of the city engineer or other designee of the city manager.

2. All other streets may be constructed with asphalt in accordance with the SDM.

G. Street Grades and Horizontal Curves. Minimum and maximum street grades and horizontal curves will conform to standards set forth in the SDM and the American Association of State Highway and Transportation Officials (AASHTO).

H. Street Signs. Street signs shall be installed by the developer at all intersections within and abutting the subdivision. These signs shall be of a type approved by the city, and shall be installed according to city standards and in conformance with the Texas Manual on Uniform Traffic Control Devices.

I. Streetlights. Streetlights shall be installed in accordance with the SDM.

J. Screening Along Roadways. Screening requirements for roadways shall be in accordance with the zoning districts and requirements outlined in the zoning ordinance.

K. Pedestrian Connectivity. Pedestrian connectivity and access shall be provided between subdivisions, schools (where access is allowed by the school district), cul-de-sac (i.e., bulb-to-bulb access) and park and open space areas. In cases where a subdivision is constructed in a location that is adjacent to another subdivision, pedestrian access shall be provided such that adjacent development can connect to such access at a later date, when development occurs. Gated subdivisions, subdivisions with severe topography problems or subdivisions where such connectivity may interfere with Arroyo or sensitive environmental protection may be exempt from this requirement upon approval by the city plan commission.

L. Conformance with the Comprehensive Plan. Streets and the layout of streets shall be consistent with the adopted comprehensive plan, and specifically the adopted Major Thoroughfare Plan.

M. Reserve Strips. Reserve strips controlling access to streets shall be prohibited except where their control is required by the city and approved by the city plan commission.

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SECTION 23. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.070 (Intersections, half-streets), is amended to read as follows:

19.15.070 - Intersections, half-streets

- A. Street intersections and half streets shall comply with the SDM.

SECTION 24. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.080 (Street Length), is amended to read as follows:

19.15.080 - Street length

- A. The length of any block or street segment shall comply with the SDM.

SECTION 25. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.090 (Cul-de-sac streets), is amended to read as follows:

19.15.090 - Cul-de-sac streets

- A. Cul-de-sac streets shall comply with the SDM.

SECTION 26. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.100 (Dead-end streets), is amended to read as follows:

19.15.100 – Dead-end streets

- A. Dead-end streets shall comply with the SDM.

SECTION 27. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.110 (Street width and design), is amended to read as follows:

19.15.110 - Street width and design

- A. Pavement widths and designs of right of way shall comply with the City of El Paso Street Design Manual.

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SECTION 28. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.120 (Street off sets), is amended to read as follows:

19.15.120 - Street offsets

- A. Street offsets shall comply with the SDM.

SECTION 29. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.130 (Curbs and gutters), is amended to read as follows:

19.15.130 - Curbs and gutters.

Curbs and Gutters. Curbs and gutters shall be installed according to the provisions of this chapter and to the SDM. Combination curb and gutter improvements shall be provided to mark the edge of pavement and carry off surface water, as set forth below:

- A. Beside Freeways. The subdivider shall be required to install curbs along the outside lanes in rights-of-way designated for freeways, as per the TXDOT approval or construction plans.
- B. Beside Arterial and Collector Streets. The subdivider shall install curbs on both sides of all arterial and collector streets within the subdivision, and on one side of all such streets at the subdivision boundary.
- C. Beside Local Streets. The subdivider shall install curbs on both sides of all local streets within the subdivision and at subdivision boundaries, except for existing boundary streets, in which case curb and gutter installation shall be required on the subdivision side only.
- D. At Street Intersections. The minimum curvature of curbs at street intersections shall be as prescribed in the SDM and shall maintain proper stopping sight distance as determined by the latest edition of AASHTO's "A policy on Geometric Design of Highways and Streets."

SECTION 30. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.140 (Street names and addresses), is amended to read as follows:

19.15.140 - Street names and addresses

- A. Street names and addresses shall comply with the SDM.

SECTION 31. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.15 (Roadways), Section 19.15.160 (Alleys), is amended to read as follows:

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19.15.160 – Alleys

- A. Alleys shall comply with the SDM.

SECTION 32. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.16 (Streetlighting) is amended to read as follows:

Chapter 19.16 - STREETLIGHTING

19.16.010 – Streetlighting

- A. Streetlighting shall comply with SDM Chapter 7.

19.16.020 - Custom lighting.

- A. The subdivider may elect to provide custom lighting in lieu of the required standard streetlighting, subject to the approval of such lighting by the city manager or designee. Custom lighting shall be furnished and installed to meet the approved standards of Title 18 of this City Code and the SDM.
- B. Where custom lighting is approved within the street right-of-way, the city or county shall be liable for the costs of electrical energy of the custom lighting provided that the following conditions are met:
 - 1. A separate rate can be charged to the city by the electric utility for the custom lighting proposed; and
 - 2. The total rate charged to the city is equal to or less than the rate for electrical energy for standard streetlighting.
- C. If a subdivider elects to provide and install custom lighting, a public improvement district (or other such private entity) shall be created which will be perpetually liable for all costs associated with the maintenance of the lighting fixtures. Where the city is not liable for the costs of electrical energy from the custom lighting as provided in this subsection, the public improvement district shall also be liable for the electrical energy costs of the custom lighting.
- D. An agreement between the city and the public improvement district shall be required which makes adequate provision to indemnify and hold the city harmless from any claims which may arise from the custom lighting, whether within or outside of the public right-of-way. The agreement shall provide that the city may require that any or all of the installed custom lights be removed, at the public improvement district expense, when a finding is made by the city council or county commissioners' court based on a recommendation of the city engineer or other designee of the city manager or county engineer that the custom lighting creates a nuisance or is unsafe. Upon such a finding, standard streetlighting pursuant to this chapter shall be required to be furnished and installed to replace the custom lighting.
- E. The city shall reserve the right to review and approve all such provisions of the agreement. The agreement shall accompany the subdivision improvement plan

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submission. Restrictive covenants which include the provisions for continuous lighting and perpetual maintenance of the custom streetlights shall be recorded by the subdivider concurrently with the subdivision.

- F. Where custom lighting is provided, the subdivider or public improvement district shall notify the electric utility before any work is commenced at any streetlight location.
- G. Custom streetlighting placed within the public right-of-way shall meet the lumen level required in the DSC and provide roadway coverage meeting or exceeding that provided by standard streetlighting. Lighting outside the right-of-way shall meet the lumen level and coverage requirements of the DSC.

SECTION 33. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.17 (Driveways) is amended to read as follows:

Chapter 19.17 - DRIVEWAYS

19.17.010 – Driveways

- A. Driveways shall comply with the SDM.

SECTION 34. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.19 (Stormwater Management Requirements), Section 19.19.010 (General provisions), Subsection A, subsection 3 is amended to read as follows:

- 3. Establish minimum post-development stormwater management standards and design criteria to be adopted via a Drainage Design Manual (DDM) as part of the Street Design Manual (SDM);

SECTION 35. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.010 (Policy Plan and Purpose) is amended to read as follows:

19.20.010 - Policy plan and purpose.

- A. Purpose. This chapter is adopted to provide recreational areas as a function of subdivision development in the City of El Paso. This article is enacted in accordance with the home rule powers of the City of El Paso granted under the Texas Constitution, and the statutes of the State of Texas, including, but not by way of limitation, V.T.C.A. Local Government Code, Chapter 212. It is declared by the city council that recreation areas in the form of neighborhood parks, community parks that serve several neighborhoods, linear parks, trails, and open space areas are necessary and in the public welfare, and that the only adequate procedure to provide for same is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the city, whether such development consists of new construction on vacant land or the addition of new construction or redevelopment on existing developed lands.

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- B. Neighborhood parks, community parks, linear parks, trails and open space areas referred to in this chapter are those parks providing for a variety of outdoor recreational opportunities and within convenient distances from the majority of the residences to be served thereby. The primary cost of those parks should be borne by the ultimate property owners who, by reason of their proximity to such parks, shall be the primary beneficiaries of such facilities.
- C. The requirements for parkland are based in part on the standards, needs and objectives set forth in the El Paso Parks and Recreation Master Plan, routinely amended and adopted by the city council, a copy of which shall be retained in the office of the director of parks and recreation and which shall be incorporated by reference herein for all purposes. Therefore, the requirements in this code and any requirements in the SDM are adopted to effect the purposes stated above and shall apply to any development within the City of El Paso, except as noted therein

SECTION 36. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.030 (Parkland calculation), subsection B, is amended to read as follows:

- B. Types of parkland that may be dedicated. The following park configurations of land may be proposed by the subdivider to meet the dedication requirements of this chapter. The lands to be dedicated and the type of dedication to be provided shall be based on the affirmative recommendation of the director of parks and recreation and the approval of the city plan commission.

If the parks director does not provide an affirmative recommendation, the developer may appeal the parks director's decision. The parks director shall provide to the developer, in writing, the reasons for the denial. The appeal will require the developer to file with the planning director an appeal within fifteen business days from receiving the parks director's decision. The appeal shall be accompanied by the following:

- (a) A thirty-day waiver of the thirty-day statutory requirement for approval of the subdivision plat.
- (b) The reasons for the appeal. Upon receipt of the appeal, the planning director shall place the appeal on the next available city plan commission meeting. The city plan commission may overturn the parks director's decision by a super majority, which shall be three fourths of the city plan commission present and voting. In determining whether to overturn the parks director's decision, the city plan commission shall consider any evidence presented by the developer and parks director. In no instance can the city plan commission modify or vary any City Code requirements.

An alternative type of dedication may be recommended by the director of parks and recreation, based on the specific nature of the subject property. Any dedication that is proposed shall meet the requirements of Section 19.20.050, Standards, except as noted in this chapter.

- 1. Neighborhood parks. Lands for parks that serve a neighborhood shall be of the quantity determined by the density of the residential subdivision submitted pursuant to Section

19.20.030. The developer may satisfy Section 19.20.030 by providing multiple park sites that comply with Section 19.20.050, for a residential subdivision application.

2. Dual park-pond. Parks and drainage retention or detention ponds may be placed side by side or combined to provide for larger and more efficient park and open space lands for neighborhoods.

Conceptual cross-sections for park-pond areas are included in the subdivision standards. These conceptual drawings are intended to serve as a guideline to the designer, and modifications that meet or exceed the intent of this chapter are encouraged. All park-pond designs shall be approved by the director of parks and recreation and the city engineer or city floodplain administrator.

- a. Park-ponds requirements. For purposes of this subsection, the ponding area proposed for use as a park-pond shall require an affirmative approval for park usage by the director of the parks and recreation department, subject to the provisions below being met. Where acceptable, the pond portion of the park may count towards the required parkland dedication amount at ratio of one acre of park-pond for every one acre of required parkland dedication, subject to the following requirements being met.
 - i. To be considered as a park-pond, the proposed facility must be located no further than one-half mile from all residences that it is intended to serve. The street frontage for the park-pond shall be continuous along one complete side of the park or thirty-five percent of the park perimeter whichever is greater.
 - ii. Flat perimeter areas on the rim of the ponding basin shall be provided. These shall be a minimum of ten feet in width from the edge of the pond slope to the nearest property line to allow for a trail, landscaping and pond maintenance requirements. If abutting a seven-foot sidewalk or trail the flat perimeter area shall be a minimum of five feet. Wider and variable width areas are preferred to create a more parklike appearance.
 - iii. A park-pond shall have a flat contiguous park area adjacent to the detention/retention basin that is not subject to periodic inundation (ten-year storm frequency). This area shall be a minimum of one-half acre in size or larger, including the area of the one closest adjacent perimeter flat zone. This area shall meet the minimum improvements requirements set forth in Section 19.20.050 B. as may be found to be warranted and applicable to a park-pond by the director of parks and recreation. For park-ponds where the pond portion is over two and one-half acres in size, the size of the upper area shall be at least twenty percent of the area of the pond. This area shall be shaped to accommodate the placement of permanent park structures such as play features, multi-purpose courts and shade pavilions.
 - iv. Side slopes in park-ponds shall not exceed a maximum three to one horizontal to vertical slope. Flatter side slopes are recommended.
 - v. If a two tier park-pond is designed, then the lower tier flat area shall not be less than twenty percent of the upper tier flat area.

- vi. The maximum depth of the pond portion of a park-pond shall not exceed ten feet for a two tier park-pond and six feet for a one tier park-pond.
 - vii. Perimeter areas around the pond shall be planted to create an attractive buffer zone around the park-pond. Plant materials and required irrigation system(s) must be installed and operational at the time the city accepts the facility. All irrigation and planting shall meet the park facilities standards referenced in Section 19.20.050.
 - viii. Signs shall be provided to inform the public of the dual park-pond purpose and to notify them of the potential safety hazard from stormwater detention/retention.
 - ix. Percolation tests at the bottom of the park-pond basin shall be performed according to ASTM 5126. Stormwater shall percolate within seventy-two hours or as may be approved by the city engineer or other designee of the city manager.
 - x. A fully accessible route that meets Americans with Disabilities Act (ADA) standards to the lower park area in the basin of the pond shall be provided.
 - xi. Grading, irrigation and turf in accordance with Section 19.20.050 B.3.d.
 - xii. Credit may be provided for that portion of the park-pond that exceeds the amount of parkland required to be deeded to the city pursuant to this title if the credit to be derived is within the same park zone and upon the affirmative recommendation of the director of parks and recreation.
- b. Other ponds not serving as park ponds. Shall meet minimum placement, setback and landscaping requirements as established by the City of El Paso Stormwater Drainage Manual.
3. Linear park corridors and trail development. Trail corridors may be dedicated and constructed by the subdivider, and may serve as credit against required parkland, subject to the following conditions being met:
- a. Where adjacent to private property lines on either side of the corridor, the trail corridor shall be a minimum of thirty feet in width;
 - b. Where the trail corridor is adjacent to a permanently preserved corridor such as a drainage channel or natural open space, the additional trail corridor width may be reduced to fifteen feet. A minimum of ten feet from the nearest edge of the trail adjacent to a private property line shall be maintained except where separated from such private property by a wall;
 - c. If the trail corridor is located adjacent to a street right-of-way, the trial corridor shall be a minimum of fifteen feet in width as measured from the adjacent back of curb. The additional portion of the corridor that is outside of the street right-of-way and that is a minimum of five feet in width shall be credited as lands meeting the parkland dedication requirements of Section 19.20.030.
 - d. Trails shall be a minimum of eight feet in width. Narrower trails will not count as credit towards parkland requirements. Trail surface material shall follow the

requirements of the City of El Paso Park Development Standards. The City of El Paso may elect to contribute to the cost of the trail if a width wider than eight feet is deemed appropriate for that specific location;

- e. Public access points to the corridor shall be provided at regular intervals. The linear areas adjacent to the corridor shall have open space, street ROW, or other opportunities for immediate and safe ingress/egress along at least seventy-five percent of the corridor length on one side or the other;
 - f. A zone that is a minimum of five feet wide along each side of the trail shall be improved with a natural non-irrigated landscape treatment, following guidelines contained in the parks facility standards referenced in Section 19.20.050.
 - g. Trails may be built on power line or other utility corridors, but in cases with corridor lands whose ownership is not fully transferable to the City of El Paso, only the lands under built trails and those improved areas meeting the requirements of this subsection will count towards the parkland dedication requirements of this chapter. In such cases, the easement holder or right-of-way owner must provide legal acceptance allowing the trail to be built with free public access provided in perpetuity;
 - h. Trail standards in this title and in the SDM may be modified by the city plan commission based upon the recommendation of the director of parks and recreation;
 - i. Trail corridor lighting shall not be required where earthen trails are provided nor where corridors are located in public right-of-way and street lighting is provided. Otherwise lighting may be required by the director of parks and recreation or designee in accordance with the parks facilities standards, the SDM and the provisions of the Dark Skies section of Title 18.
4. Open space lands and arroyos - types of land that are noted as areas that should be preserved in the El Paso Open Space Master Plan, such as natural Arroyos, may be used to meet the land dedication requirements of this chapter:
- a. For purposes of this subsection, the area open space to be used in applying the reduction shall be the acreage that is deemed acceptable for preservation by the director of the parks and recreation department and approved by the city plan commission;
 - b. Open space lands will not be required to meet the minimum development standards of Section 19.20.050.
 - c. One acre of open space dedication will count as one-half of an acre of required parkland dedication;
 - d. Other open space lands, such as Arroyos, that exceed the parkland requirements of this chapter, may be accepted by the City of El Paso. The City of El Paso will assume maintenance of these areas.

SECTION 37. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.20 (Parks and Open Space), Section 19.20.050 (Standards for deeded parkland), is amended to read as follows:

19.20.050 - Standards for deeded parkland.

A. General characteristics. Parkland deeded to the city as provided in this chapter shall meet the standards set forth below and in the SDM:

1. The parkland shall be placed in a location near the center of the subdivision or subdivisions that it serves, with the expressed goal that the park is no further than one-quarter mile measured by walking distance from any residence within the subdivision that it serves;
2. Where the subdivision is an initial phase of multiple phases, the park may be located so that it is accessible to the future phases, provided that the park meets the requirements of Subsection A.1. above;
3. Parklands submitted for dedication shall be located so that users are not required to cross arterial roads to access the park site from within the subdivision, and shall not abut an arterial except in the following circumstances:
 - a. Parks over twelve acres may abut an arterial on one side; or
 - b. The arterial has no more than four lanes and has on-street parking; or
 - c. Parks permitted in Section B.4.a (Alternate Park Type Table).
4. If the park is one acre or larger, the entire boundary of the parkland shall abut either a public or private street, dedicated open space or arroyo. Parks of less than one acre shall abut a public or private street, dedicated open space or arroyo on at least two sides. Buildings on lots that have frontage on streets that abut the park shall face the park. Residential lots may abut parkland provided that the subdivider incorporates the following standards:
 - a. Pedestrian connectivity between the parkland and adjacent lots is provided,
 - b. That a front build-to line, in accordance with the zoning ordinance, is delineated on the plat so that residential structures face the park, and
 - c. The park site shall share at least one boundary line with a public or private street;
5. The parkland should, when possible, be located adjacent to school sites, ponding areas, or public open space to facilitate shared facilities;
6. When parkland is deeded to the city as required by this title, the area of the park shall be calculated from the nearest property line or street right-of-way line, and not from the existing or proposed curb line of an adjacent street, unless park features are incorporated into the parkway, subject to an affirmative recommendation by the director of parks and recreation and approval by the city plan commission. Sidewalks and signs shall not count as park features that allow the inclusion of the parkway area as part of the park area calculation; and

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7. Where possible, and as approved by the director of the parks and recreation department, parkland shall be designed and located within a subdivision to allow for an extension or connection to a public park or other public recreational facility within an abutting subdivision.
- B. Minimum improvements for lands to be dedicated as parklands. Parkland deeded to the city shall meet the following minimum improvements described by this subsection.
1. The subdivider shall indicate the proposed parkland improvement(s) within the subdivision improvement plans as required in Section 19.08.010.
 2. Construction of the required minimum parkland improvement(s) shall be in accordance with the approved subdivision improvement plans, and shall be completely installed and constructed by the subdivider within the time period specified for construction of subdivision improvements in this title.
 3. An improved park shall, at a minimum, include the following:
 - a. Paving frontage, curbing, and gutter for all street frontages abutting the outside perimeter of the parkland;
 - b. Utility (water, sanitary sewer and electricity) extensions to the perimeter of the park at a location indicated by the director of parks and recreation and that are consistent with published EPWU rules;
 - c. An accessible route shall be installed per the Texas Accessibility Standards (TAS) on all street frontages abutting the outside perimeter of the parkland of a minimum width and construction to provide accessibility to individuals with disabilities as provided by the Texas Accessibility Standards (TAS). The sidewalk alignment and width shall be approved by the director of parks and recreation;
 - d. Grading, automatic irrigation and turf within the parkland boundaries shall be installed prior to the acceptance of the proposed parkland submittal. The design and installation shall be approved by the director of the parks and recreation department. The city plan commission may, upon an affirmative recommendation from the director of the parks and recreation department, allow parkland to remain undisturbed in its natural state;
 - e. One age appropriate play structure unit entirely covered by a metal shade canopy, for either ages two—five years or ages five—twelve years, with a minimum 50-foot by 50-foot user zone, from an approved park department list of acceptable alternatives, including an appropriate safety surface that meets industry requirements. If a play structure already exists within a dedicated park within one-fourth mile, other comparable amenities entirely covered by a metal shade canopy of comparable size may be provided such as basketball courts, outdoor exercise stations, splash pads, or picnic tables.
 - f. A minimum of two accessible shaded picnic tables, or four benches or a combination of benches and tables, per acre on concrete pads;
 - g. A minimum of one trash can per acre on a concrete pad;

- h. Pedestrian-oriented perimeter lighting along adjacent public and private street rights-of-way and one light at the playground or focal point of the park;
 - i. Where open space lands to be left in an undisturbed state are accepted as required parklands, grading, automatic irrigation and turf establishment requirements shall be waived;
 - j. Standards.
 - i. Facilities and improvements provided by a subdivider on lands dedicated as parkland shall be designed and installed to meet the minimum standards of this chapter, the SDM and the parks and recreation department as established in the parks facilities standards, a copy of which is maintained by the director of the parks and recreation department. The parks facilities standards shall be approved by the city plan commission and the city council. The parks facilities standards may be changed from time to time, but each change shall be approved by the city plan commission and the city council.
 - ii. Facilities and improvements of a park developed for and owned by the city, regardless of whether the project is developed through City of El Paso Engineering and Capital Construction or the project is developer-generated, shall be designed and installed to meet the minimum standards of the following, or as otherwise approved by the director of the parks and recreation department, in accordance with related federal, national, state, or local codes, including but not limited to the following:
 - 1. International Play Equipment Manufacturer's Association (IPEMA);
 - 2. Consumer Product Safety Commission (CPSC) Handbook for Public Safety;
 - 3. American Society for Testing and Materials (ASTM);
 - 4. Accessibility Standards for Play Areas through the ADA Accessibility Guidelines (ADAAG);
 - 5. Illuminating Engineering Society of North America (IESNA RP-6-01);
 - 6. Sports Turf Management Association (STMA); and
 - 7. American Society for Testing and Materials (ASTM F08).
 - k. Street trees shall be provided in the parkway abutting the park at twenty-foot intervals. If the park does not abut street ROW on all sides, in addition to the street trees, shade trees shall be provided at a minimum of ten trees per one-fourth acre.
4. The subdivider may use one or more of the designs in the approved alternate park type table (a) and shall receive full credit towards parkland dedication requirements (unless otherwise stated in the table), provided all requirements listed in the table are met. In developments larger than thirty acres, at least two different park types are required.

Alternate Park Type Table:

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Park Type	Tot. Lot	Pocket Park	Green	Plaza	Square
Size	< ¼ acre	¼—½ acre	½—8 acres	¼—2 acres	½—5 acres
Location	Residential/Commercial/ Mixed Use	Residential/Commercial/ Mixed Use	Low-Medium Density Residential	Commercial/ Mixed Use/High Density Residential @ Intersection of roads on the City's MTP with street frontage on 4 sides; abutting buildings must face the plaza.	Mixed Use/High Density Residential @ Intersection roads on the City's MTP with street frontage on 4 sides; abutting buildings must face the square.
Requirements	B.3.a-k;	B.3.a-k; except that e. (play structure) is required in a residential area; but any of the following may be substituted in a commercial or mixed-use area: basketball court, outdoor exercise stations or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combination.	B.3.a-k; except that the following may be substituted with approval of Parks Director for e. (play structure) when a play structure within a dedicated park already exists within ¼ mile of the green: basketball	B.3.a-d, f- k; primarily hardscape surface; a focal point must be provided (such as a fountain or water feature or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combinatio	B.3.a-d, f- k; a focal point must be provided (such as a fountain, water feature, splash pad, outdoor exercise stations or gazebo with a combined structured shade area at least 900 sf & 4 picnic tables, benches or a

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			courts, outdoor exercise stations, splash pad, gazebo with a combined structured shade area at least 900 sf & 4 picnic tables or benches or a combination, trails, amphitheatres.	n).	combination).
Optional	N/A	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.	Up to 10% of the dedicated acreage may be landscaped with shrubs, screenings or crushed rock.
Conditional	N/A	N/A	10-30% of the dedicated acreage may be open space left in an undisturbed state depending on topography, wildlife habitat, or	N/A	N/A

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			aesthetic value; up to 50% credit for open space subject to approval of Parks Director.		
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5. The subdivider shall be required to submit development construction plans that conform to this title, the SDM and the parks and recreation department design, construction and specification standards. The parks and recreation department will review the construction documents for compliance with city park construction requirements. The developer must agree to standard city construction inspections of the park improvements.
- C. Exceptions. For purposes of this chapter, off-site dedications accepted pursuant to Section 19.20.080 shall not be required to satisfy the requirements of subsection (B)(3) of this section at the time of acceptance of the deed by the city. The city shall require the approval of a development agreement as a condition of acceptance of an off-site dedication, requiring such improvements within two years of the recording of the first subdivision plat within the development by the property owner who deeded the parkland, or a subsequent purchaser.

SECTION 38. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.21 (Sidewalks), Section 19.21.020 (General requirements), is amended to read as follows:

19.21.020 - General requirements.

General Requirements. The following general requirements and the requirements contained in the street design manual (SDM) apply to the provision of all sidewalks throughout the city and ETJ.

- A. Standards Not Otherwise Specified. Where facility standards and requirements are not otherwise specified within this chapter, the design of pedestrian facilities shall follow the City's Code, Title 13.04, the Street Design Manual (SDM) and other city Sidewalk Design Standards and applicable state and federal laws and regulations.
- B. Maintenance. All sidewalks, sidewalk amenities, and landscaping in the right-of-way shall be maintained by the adjoining property owner unless otherwise specifically provided for by public policy.
- C. Location and Width of Sidewalks. Unless noted otherwise:
 1. Sidewalks shall have a minimum clear path width of a minimum of five feet on local streets in all zoning districts primarily intended for single-family residential

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development when located adjacent to the property line. Sidewalks located next to the curb along local streets shall be a minimum five feet in width. Sidewalks along arterials shall have a minimum of five feet in width;

2. Sidewalks shall have a minimum clear path width of a minimum of five feet in all other locations;
 3. Sidewalks in areas determined to be high pedestrian traffic areas or pedestrian-oriented developments by the CPC may be required to be wider than the minimum widths listed herein by the CPC;
 4. Sidewalks shall be located in existing areas to match the width and location of existing walks of the block in which they are located. Vacant blocks shall comply with the sidewalk requirements of this title;
 5. Sidewalks shall not be located next to the curb on collectors or arterial streets except when an exception is approved by the CPC or designee at the time of subdivision plat approval. Such exception shall be in accordance with Chapter 19.48 and due to actual physical or topographic constraints. Sidewalks on TXDOT facilities shall be as approved by TXDOT;
 6. Sidewalks may be required to improve connectivity between subdivisions, to schools, parks, bus stops and retail areas by the CPC at the time of plat approval;
 7. The CPC may approve alternative sidewalk design and locations at the time of plat approval including meandering or curvilinear sidewalks provided such design and location meets the intent of this title.
- D. Timing of Improvements. The timing of sidewalk construction shall be as required by this chapter and Title 13.04, unless a developer agreement between the property owner and the city provides for alternative timing for construction or security has been provided in accordance with this title.
- E. Internal Pedestrian Circulation. In addition to sidewalks within the right-of-way, internal pedestrian circulation shall be provided in new development or redevelopment serving any nonresidential and at any governmental facility, school, church, or other place of public assembly. Sidewalks shall be installed to connect all buildings to one another and to parking areas and to connect the development to the public street system. All such sidewalks shall be protected from encroachment by parked vehicles.
- F. Curb ramps shall be provided within a street right-of-way wherever an accessible route for pedestrians (sidewalk or pedestrian way) is required. The design and construction of curb ramps shall be in accordance with the SDM and shall comply with the Texas Accessibility Standards.
- G. Compliance with SDM. Sidewalks shall be constructed in compliance with the standards in the City of El Paso SDM and Chapter 13.04.

SECTION 39. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.21 (Sidewalks), Section 19.21.050 (Waivers and deviations), is amended to read as follows:

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19.21.050 - Waivers and deviations.

- A. Waivers. A complete waiver of the requirement for sidewalks should be rare and allowed only where there are extreme factors. The waiver shall be approved by the city plan commission at the time of plat approval upon a favorable recommendation of the city manager, or designee and shall be documented with supporting data that indicates the basis for the decision.
- B. Deviations. Deviations from these requirements and the SDM and other city Sidewalk Design Standards may be allowed by the city manager or designee as part of site plan review when necessary due to the physical circumstance of the street or when necessary to accomplish adopted development goals of the city.
 - 1. The specific nature and justification for any deviation must be documented and authorized in writing by the city manager or designee.
 - 2. Deviations should be minimal and consist primarily of changes to required width of clear path or alignment within the right-of-way.
 - 3. Deviations shall not allow a minimum clear path width of less than three feet.

SECTION 40. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), Section 19.23.040 (Lots-Determination and regulation of size), Subsection (H), subsection (1) is amended to read as follows:

- 1. Single-family or duplex double frontage lots shall be prohibit, except where they may be essential to provide separation of single-family or duplex residential development from arterial streets, or to overcome a specific disadvantage or hardship imposed by topography or other factors. Such double frontage lots allowed within the city limits shall provide hardscape improvements to the parkway as set forth in the SDM, to be maintained by the city

SECTION 41. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.23 (Easements, Block and Lot Design and Improvement Standards), Section 19.23.050 (Monuments and Markers) is amended to read as follows:

19.23.050 - Monuments and markers.

- A. Requirements. The location of all monuments shall be in accordance with the SDM and is subject to approval by the city manager or designee.

SECTION 42. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.040 (Alternative subdivision improvement design), is amended to read as follows:

19.26.040 - Alternative subdivision improvement design.

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- A. Intent. This chapter contains the regulations for the alternative subdivision improvement design procedure. These regulations are supplemented and qualified by additional general regulations appearing elsewhere in this title, which are incorporated as part of this chapter by reference. It is in the intent of the alternative subdivision improvement design procedure to allow one or more alternative improvement designs to those required in this title and the SDM to be utilized in a comprehensive manner throughout a proposed development, provided the improvements meet the intent and have the same or higher level of service or adequacy of the original required improvement. It is not the intent of the alternative subdivision improvement design procedure to allow an inferior improvement to the original one required by this title for the purpose of reducing costs.
- B. Application. An application for the alternative subdivision improvement design procedure shall be submitted at the time of preliminary plat application, along with a subdivision improvement plan showing the proposed changes. Subdivision improvement plans in accordance with this title with the proposed alternative subdivision improvement design clearly designated shall be provided in order for the designated staff to make an evaluation of the proposal. Engineering or other studies should be provided to establish that the proposal meets the intent of this title and provides the same level or greater of protection, service or adequacy of the original requirement. The alternative subdivision improvement design will be reviewed under the provisions outlined in Chapter 19.03, Preliminary Plats, of Section 19.08.010, subdivision improvement plans, as amended, as well as provisions outlined in this chapter. All applications shall be submitted on a form supplied by the planning official with the required information as stated on the application form and meeting the administrative submission requirements available in the office of the planning official.
- C. Based on Engineering. Decisions regarding the design of various physical improvements in a subdivision should be based on engineering or other studies. Thus, while this code provides standards for design, the regulations are not a substitute for sound engineering judgment. Therefore, a licensed engineer may submit alternative designs to be reviewed and considered by the city manager or designee.
- D. Relationship to Standards in Chapter 19.15, Roadways. If the proposed alternative design is approved by the city manager or designee, then the applicable provisions of Chapter 19.15 shall be deemed to have been met. If the proposed alternative design standards are not approved by the city manager or designee, then the standards contained within Chapter 19.15 shall apply.
- E. Relationship to All Other Improvement Standards. If the proposed alternative subdivision improvement design is determined to meet or exceed the standard for such improvement contained in this title and the SDM and approved by the CPC upon recommendation of city manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed alternative design standards are determined not to be the equivalent of the standard contained in this title and not approved by the city manager or designee, then the standards contained within this chapter shall apply.

SECTION 43. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.050 (Form based/smart code subdivisions), is amended to read as follows:

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19.26.050 - Form based/smart code subdivisions.

- A. Standards. In cases where the applicant for subdivision approval is currently zoned in a smart code district as set forth in Title 21 of the city code, the applicant must comply with the standards set forth in Section 19.26.050, the Street Design Manual (SDM) of Title 19 and the standards set forth in Title 21, smart code. Where the standards conflict, the standards set forth in the smart code provisions prevail. Applicants whose property is zoned in a smart code district are required to utilize the following standards contained in Title 21, Smart Code, Tables:

Table 3A — Vehicular Lane Dimensions; 3B — Vehicular Lane and Parking Assemblies

Table 4A — Public Frontages - General

Table 4C — Thoroughfare Assemblies

Table 17 — Turning Radius

Table 13 — Civic Spaces

- B. Applicability of Form Based and Smart Code Provision.

1. Subdivision with Smart Code Zoning In Place: In cases where the applicant for subdivision approval is currently zoned in a smart code district as set forth in Title 21 of the city code, then where such provisions conflict with provisions contained in Section 19.26.050 and the Street Design Manual, the smart code provisions shall prevail, otherwise, the standards set forth in section 19.26.050 and the Street Design Manual shall apply.
2. Properties Seeking Zoning Approval: In unplatted properties in which the applicant is seeking zoning approval for districts set forth in the form based/smart code section of Title 21 of the city code, and is proposing to use form based code/smart code standards in their plat and subdivision improvement drawings, then the applicant shall utilize the form based code/smart code standards set forth in Title 21, Smart Code, Section 19.26.010, and the Street Design Manual (SDM).

SECTION 44. Title 19 (Subdivision and Development Plats), Article 2. (Subdivision Standards), Chapter 19.26 (Alternative Subdivision/Smart Code Designs), Section 19.26.060 (Approval), is amended to read as follows:

19.26.060 - Approval.

- A. Infill Development. The city plan commission, as part of the preliminary plat approval, may approve, approve with conditions or deny the proposed infill development, provided it meets all the requirements in this chapter. Since the applicant is assured of approval of a preliminary plat that meets the requirements of this title, the CPC is not obligated to approve an infill development. It is the applicant's obligation to document to the CPC that the infill development meets the intent of this chapter and is a better quality development than would

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otherwise be developed. Replats of existing lots shall meet the requirements of Texas State Statute. If the proposed infill development plat is approved, or approved with conditions by the city plan commission, upon recommendation by the manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed infill development is not approved by the city plan commission, then the standards contained within this title shall apply.

B. Alternative Subdivision Improvement Design.

1. Alternative subdivision improvement designs that either alter the road standards and applicable provisions in Chapter 19.15 or the various other physical improvement standards contained in this title or in the SDM, may be approved by the CPC upon recommendation of the city manager or designee as part of the preliminary and/or final plat approval, if the CPC and the city manager or designee agree with the engineering studies provided as part of the submission showing that the proposal meets the intent of the ordinance codified in this title and provides the same level or greater of protection, service or adequacy of the original requirement.
2. Since there are already acceptable standards for subdivision improvements and the applicant is assured of approval of a preliminary plat that meets the requirements of this title, the CPC is not obligated to approve an alternative subdivision improvement design. It is the applicant's obligation to document to the CPC that the alternative subdivision improvement design meets the intent of this chapter and is a better quality development than would otherwise be developed.
3. The city plan commission may approve alternative subdivision improvement designs as part of a land study if the land study contains sufficient detail and information, to include any necessary engineering studies, showing that the proposal meets the intent of this title and provides the same level or greater of protection, service or adequacy of the original requirement.
4. If the proposed alternative subdivision improvement design is approved, or approved with conditions by the city plan commission, upon recommendation by the manager or designee, then the applicable provisions of this title shall be deemed to have been met. If the proposed alternative subdivision improvement design is not approved by the city plan commission, then the standards contained within this title shall apply.

C. Form Based or Smart Code Subdivisions. The city plan commission, as part of the preliminary plat approval, may approve, approve with conditions or deny the proposed form based or smart code subdivision. If the form based or smart codes subdivision meets the requirements of El Paso code of ordinances for form based or smart codes, this title and the Street Design Manual, then the CPC shall approve the plat.

D. Misrepresentation of facts of any kind shall result in the denial or revocation of the approval or conditional approval of the preliminary plat and/or final plat.

SECTION 45. Title 19 (Subdivision and Development Plats), Article 4. (Specific application and processing requirements), Chapter 19.37 (Application processing), Section 19.37.060 (Application contents), Subsection A is amended to read as follows:

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- A. Application Forms Generally. The city is authorized to prepare application forms that include information requirements, checklists, drawing sizes, applicant contact information, and any other relevant information, which shall be available in the SDM.

SECTION 46. Title 19 (Subdivision and Development Plats), Article 5. (Relief Procedures), Chapter 19.45 (Appeals), Section 19.45.010 (Appeals, purpose, applicability and effect), Subsection A is amended to read as follows:

- A. Purpose. The purpose of an appeal is to contest most administrative any decision on an application based upon alleged misapplication of the criteria for approval of the application. An appeal shall not be used as a means of amending, varying or otherwise altering the standards of this title or the SDM that apply to the application.

SECTION 47. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “city standards” is amended to read as follows:

"City standards" means all of the city's technical standards and specifications that apply to development, together with all tables, drawings, and other attachments. All city standards described or referred to in this title are adopted by reference and are a part of this title in the same way as if they were set out at length herein. See also the City of El Paso Street Design Manual (SDM).

SECTION 48. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Design standards for construction , E; Paso (DSC)” is amended to read as follows:

"Design standards for construction, El Paso (DSC)" means the detailed specifications, procedures and standards approved administratively for the purpose of regulating the design and construction of specified improvements. The DSC also includes checklists and application forms for approvals required by this title. The El Paso Design Standards for Construction are incorporated by reference to this title and are found in the Street Design Manual adopted as Appendix 113 to title 19 of the El Paso City Code.

SECTION 49. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Detention pond” is amended to read as follows:

Pond, detention. "Detention pond" means a man-made or natural reservoir, either public or private, designed to restrict the flow of stormwater to a prescribed maximum rate through a controlled release by gravity, and to concurrently detain the excess waters that accumulate behind the control structure. Further defined within the City of El Paso Street Design Manual (SDM).

ORDINANCE NO. _____

21-1007-2795.001 | 1164349

Title 19 Amendment – Street Design Manual

RTA

SECTION 50. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Retention pond” is amended to read as follows:

Pond, retention. "Retention pond" means a man-made or natural reservoir, either public or private, designed to completely retain a specified amount of stormwater runoff without gravity release. Further defined within the City of El Paso Street Design Manual (SDM).

SECTION 51. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), defined term “Stormwater” is amended to read as follows:

"Stormwater" means the surface drainage runoff or flow created from any form of precipitation accumulation including rain, snow, sleet and/or hail that exceeds the interception by vegetation and infiltration into the soil. The following definitions are applicable to the management of stormwater and apply to any stormwater requirement contained in this title, in chapter 19.19, stormwater or in the SDM. All other definitions shall be in accordance with article 6.

1. Applicant: A person submitting a post-development stormwater management application and plan for approval.
2. Channel: A natural or artificial watercourse with a definite bed and banks that conducts continuously or periodically flowing water.
3. Drainage design manual (DDS): The detailed specifications, procedures and standards approved by resolution of the city council for the purpose of regulating the design and construction of specified stormwater and drainage improvements.
4. Flooding: A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters;
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
5. Floodplain manager: The Texas licensed professional engineer designated by the city manager as the responsible official and initial decision-maker to administer and implement the provisions of chapter 18.60 of this Code and other appropriate sections of 44 CFR (National Flood Insurance Program regulations) pertaining to floodplain management.
6. Inspection and maintenance agreement: A written agreement providing for the long-term inspection and maintenance of storm water management facilities and practices on a site or with respect to a land development project, which when properly recorded in the deed records constitutes a restriction to a site or other land involved in a land development project.
7. Non-point source pollution: A form of water pollution that does not originate from a discrete point such as a sewage treatment plant or industrial discharge, but involves the transport of pollutants such as sediment, fertilizers, pesticides, heavy metals, oil, grease, bacteria, organic materials and other contaminants from land to surface water and

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Title 19 Amendment – Street Design Manual

RTA

groundwater via mechanisms such as precipitation, stormwater runoff, and leaching. Non-point source pollution is a by-product of land use practices such as agricultural, mining, construction, subsurface disposal and urban runoff sources.

8. Nonstructural stormwater management practice or nonstructural practice: Any natural or planted vegetation or other nonstructural component of the stormwater management plan that provides for or enhances stormwater quantity and/or quality control or other stormwater management benefits, and includes, but is not limited to, riparian buffers, open and greenspace areas, overland flow filtration areas, natural depressions, and vegetated channels.
9. Post-development: The time period, or the conditions that may reasonably be expected or anticipated to exist, after completion of the land development activity on a site as the context may require.
10. Pre-development: The time period, or the conditions that exist, on a site prior to the commencement of a land development project and at the time that plans for the land development of a site are approved by the plan approving authority. Where phased development or plan approval occurs (preliminary grading, roads and utilities, etc.), the existing conditions at the time prior to the first item being approved or permitted shall establish pre-development conditions.
11. Redevelopment: A land development project on a previously developed site, but excludes ordinary maintenance activities, remodeling of existing buildings, resurfacing of paved areas, and exterior changes or improvements which do not materially increase or concentrate stormwater runoff, or cause additional non-point source pollution.
12. Runoff: Stormwater runoff.
13. Site: The parcel of land being developed, or the portion thereof on which the land development project is located.
14. Stormwater management: The collection, conveyance, storage, treatment and disposal of stormwater runoff in a manner intended to prevent increased flood damage, stream bank channel erosion, habitat degradation and water quality degradation, and to enhance and promote the public health, safety and general welfare.
15. Stormwater administrator: The person designated by the city manager to be the responsible official and initial decision maker for applications pertaining to drainage plans and other drainage decisions as may be required in Title 18, Building and Construction and Section 19.19, Storm Water Management Requirements.
16. Stormwater management facility: Any infrastructure that controls or conveys stormwater runoff.
17. Stormwater management measure: Any stormwater management facility or nonstructural stormwater practice.
18. Stormwater management plan: A document describing how existing runoff characteristics will be affected by a land development project and containing measures for complying with the provisions of this title.

19. Stormwater management system: The entire set of structural and nonstructural stormwater management facilities and practices that are used to capture, convey and control the quantity and quality of the stormwater runoff from a site.
20. Stormwater runoff: The flow of surface water resulting from precipitation.
21. Structural stormwater control: A structural stormwater management facility or device that controls stormwater runoff and changes the characteristics of that runoff including, but not limited to, the quantity and quality, the period of release or the velocity of flow of such runoff.

SECTION 52. Title 19 (Subdivision and Development Plats), Article 6. (Definitions), Chapter 19.50 (Definitions), Section 19.50.030 (Definitions), is amended to add a new definition for the term “Street Design Manual (SDM)” as follows:

“Street Design Manual” and/or “(SDM)” means Appendix 113 of Title 19 of the El Paso City Code. The Street Design Manual is the detailed specifications, procedures and standards approved for the purpose of regulating the design and construction of specified improvements.

SECTION 53. Except as expressly herein amended, Title 19 (Subdivision and Development Plats) of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 202__.

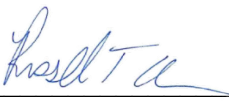
CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

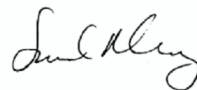
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CITY OF **EL PASO** 2022

Street Design Manual

April 12, 2022

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How to Use This Document

1



Chapter 1

How to Use This Document

1.1 INTRODUCTION

The City of El Paso (COEP) Street Design Manual is structured in twelve chapters aimed at planning and producing context-sensitive, functional and sustainable streets for everyone. It should be noted that the information in this document is not intended to supersede or conflict with the specific standards and requirements from the City of El Paso's subdivision regulations and other development regulations documents, but rather provide all information in a single document so that the same approach used in City- and public agency-led street designs may be combined with the private development process.

A brief overview of the content of each chapter is presented below:

Chapter 1: How to Use this Document

This chapter outlines the step-by-step process for both private and public projects. The process diagrams provide information regarding the goals of each step, and directs the reader to specific sections of this document for more information on each step.

Chapter 2: Design Principles and Community Context

This chapter presents a broad discussion of the purpose of the document and its scope, a brief description of the various existing policy documents used as a reference, and outlines the philosophy of the Complete Streets Approach that forms the base of this document's standards and guidelines.

Chapter 3: The El Paso Street Design Toolbox

This chapter presents the core guiding principles and details for street design, including street design zones, bicycle facility types, and Smart Mobility notes.

Chapter 4: Thoroughfare and Street Standards

This chapter provides revised functional classifications and definitions of streets and thoroughfares, accompanied by design criteria and cross-sections for each type. Chapter 4 is intended to consolidate street standards from various planning and regulatory documents of the City of El Paso (e.g., Plan El Paso, Major Thoroughfare Plan, Title 19).

Chapter 5: Design Exceptions and Modifications

The roadway cross-sections in the preceding chapter are intended as templates only; the heart of context-sensitive street design is the ability to customize execution to fit local conditions. This chapter describes acceptable modifications to the idealized cross-sections based on local context, available right-of-way, street type and other factors.

Chapter 6: Access and Connectivity

This Chapter discusses the guidelines and minimum requirements to be used for access points from the El Paso roadway network into properties adjoining such thoroughfares and streets.

Chapter 7: Street Lighting

This Chapter provides high-level guidance regarding the goals and standards of roadway and thoroughfare lighting, including Dark Sky requirements. It directs the creation of an Illumination Plan, and discusses easements and funding.

Chapters 8-9: Reserved/Interim

This document is intended as a living document, to be updated to reflect evolving local context, and to integrate future additional policy efforts. At this time, Chapters 8 - 9 are reserved for future expansion of the document, and are designated for the following topics:

- Chapter 8: Traffic Calming
- Chapter 9: Design Standards for Construction

Chapters 10: Definitions

This chapter provides explanation of the

terminology and acronyms used throughout the document.

1.2 STREET DESIGN PROCESS

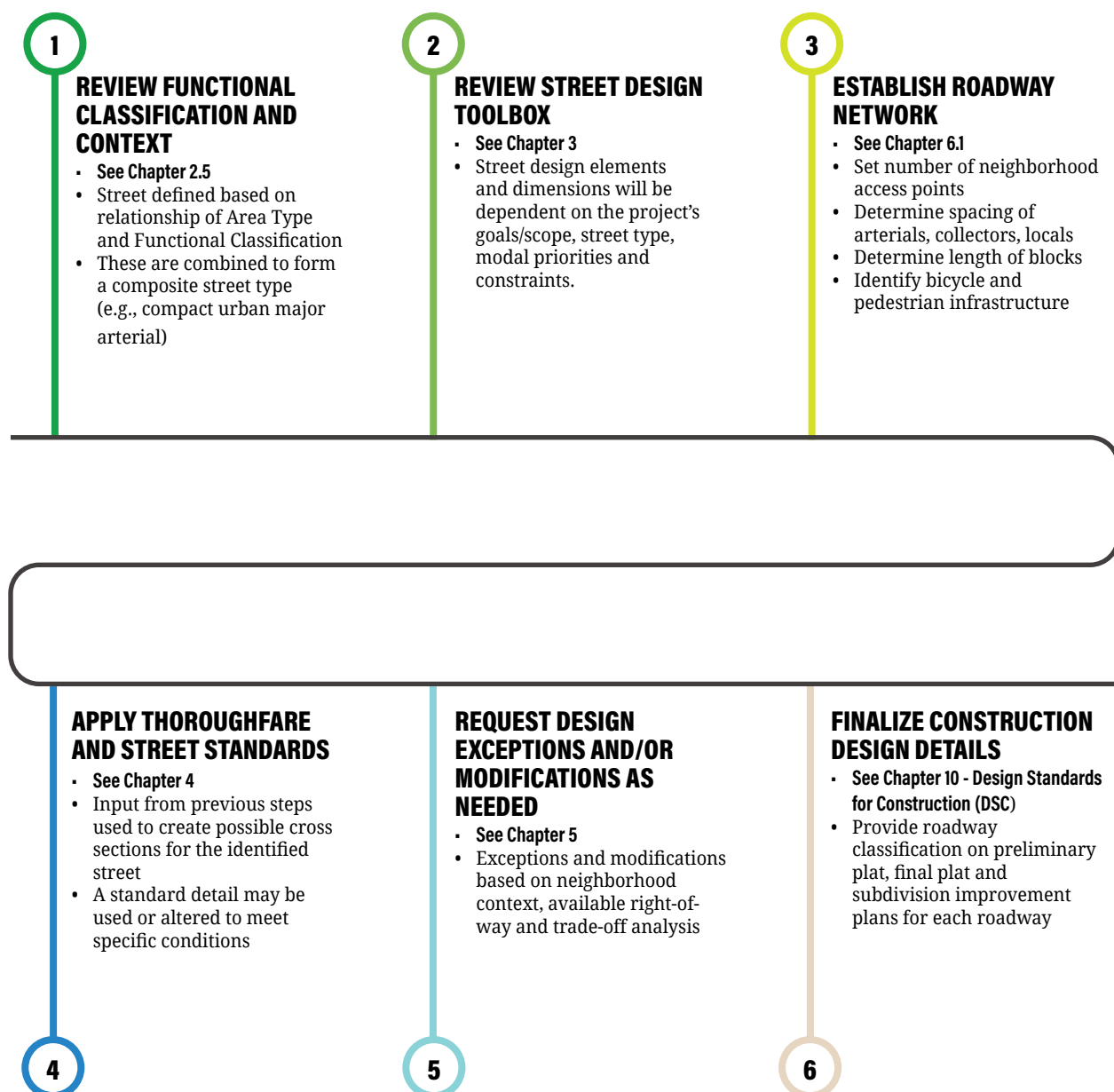
This document's approach highlights the need for context-sensitive design strategies to best capture the role of each street within the broader transportation network. However, it also takes into consideration the existing limitations and challenges which arise from space constraints on existing or future streets. For this reason, the manual is designed to allow flexibility, especially when travel modes or street users other than automobiles have a special need or priority.

Designing streets should follow the process outlined in subsections 1.2.1 and 1.2.2.

Although the document is intended to be used in redesigns of existing streets as well as designs of new streets, new streets are obviously less constrained (in space as well as in the current community expectations), and will likely involve fewer tradeoffs or compromises described through this Chapter.

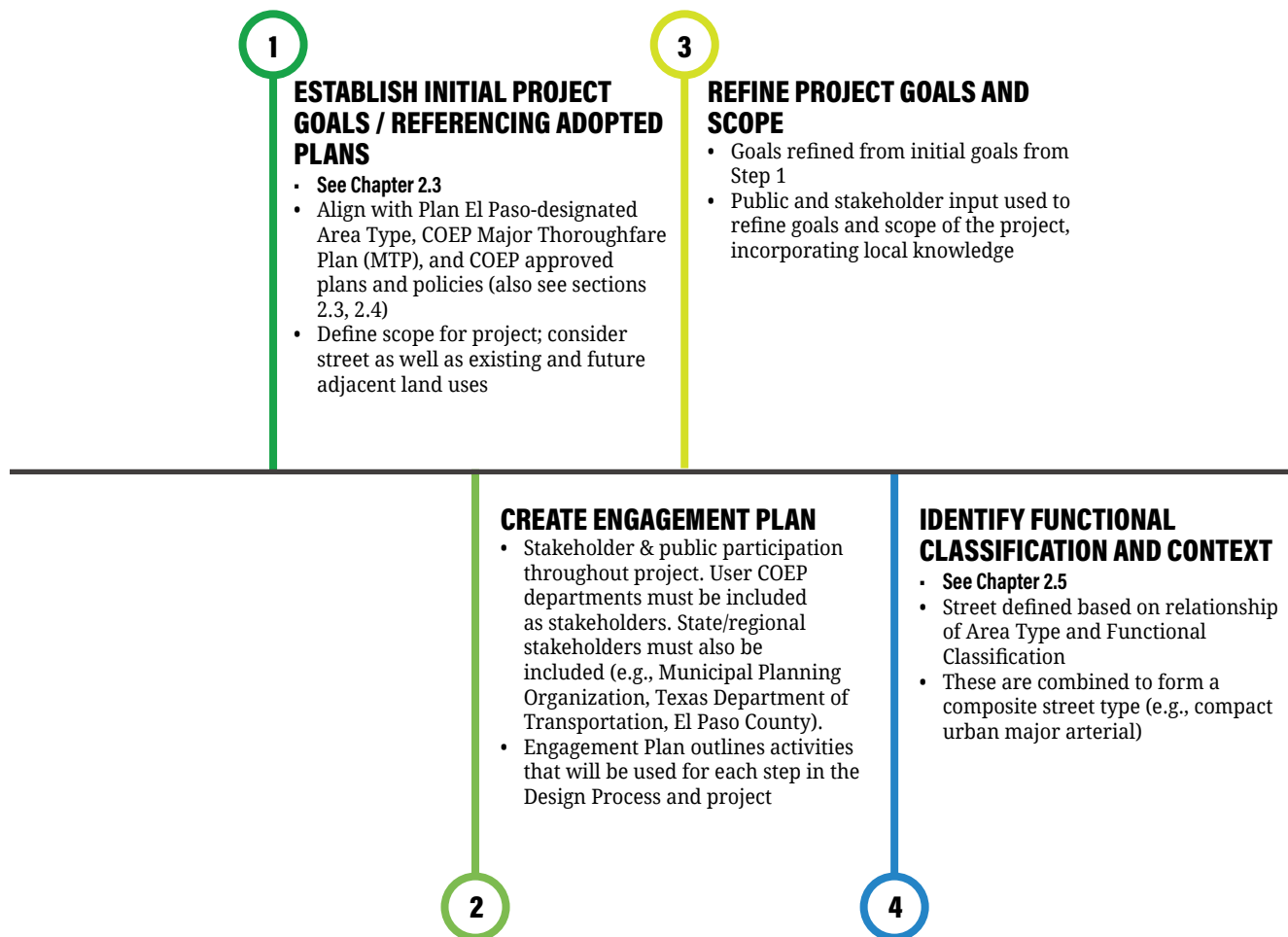
1.2.1 DESIGN PROCESS: SITE PLANS AND SUBDIVISIONS

The following procedures shall apply for all site plan and subdivisions of land in accordance with Title 19, Subdivisions and Title 20, Zoning.



1.2.2 DESIGN PROCESS: PUBLIC PROJECTS

The following procedures apply for all projects undertaken by the City for the improvement of existing streets and the construction of new streets.



5

IDENTIFY MODAL PRIORITIES

- Modal priorities (e.g., walking, cycling, transit, driving, and delivering goods/services are identified; generally walking and cycling should be prioritized based on Plan El Paso goals
- Where required, emergency access must be accommodated regardless of the modal priorities of a corridor

7

MAKE TRADE-OFFS

- See Chapter 4
- Prioritize competing demands for street space with limited right-of-way
- City Manager or designee will approve trade-offs
- Considerations include modal priority, network considerations and evaluation of street design elements as compared to goals and values established in previous steps

9

FINALIZE CONSTRUCTION DESIGN DETAILS

- See El Paso Design Standards for Construction (DSC)

EVALUATE DESIGN OPTIONS

- See Chapter 3
- Street design elements and dimensions will be dependent on the project's goals/scope, street type, modal priorities

6

CONFIRM RECOMMENDED DESIGN

- Modal priorities (e.g., walking, cycling, transit, driving, and delivering goods/services are identified; generally walking and cycling should be prioritized based on Plan El Paso goals
- Where required, emergency access must be accommodated regardless of the modal priorities of a corridor

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2

Design Principles and Community Context



Chapter 2

Design Principles and Community Context

2.1 WHY FOCUS ON STREET DESIGN?

Public streets are the most prevalent public space in our cities. They should also be the most equitable, right? Citizens pay taxes toward the construction, maintenance and improvement of public streets, but historically, streets have been designed almost exclusively for motor vehicles. This imbalance in favor of automobiles has created inequities for other user groups; fortunately, street design is evolving to provide more attention to the usage, interests, and safety of other modes, like walking and cycling. It is also becoming more flexible and context sensitive. City streets are high cost infrastructure investments. They should be designed and built to accommodate all users equitably while also considering existing and future land use and community context. The City of El Paso is setting the stage to be a leader in treating streets as high-quality public spaces, not just a way to get from here to there.

2.2 PURPOSE OF THE DOCUMENT

The El Paso Street Design Manual is a specialized document aimed at providing appropriate requirements and guiding standards on the planning, design and construction of safe, adequate and sustainable streets and thoroughfares for every user. This

Street Design Manual consolidates the various design standards from Titles 19, 20 and 21 as well as the Design Standards for Construction Manual (DSC). It constitutes a single point of reference through which the City unites best practices in design guidance and technical knowledge with the purpose of creating efficient streets that can also be great public spaces for the City. It is intended to encourage a broader and context-based approach to street design that seeks to include the different users' needs with a focus on safety, comfort, efficiency, and sustainability. The Street Design Manual presents the different design components, minimum standards and guidance necessary to prepare construction documents for the City of El Paso, which also include the prior classifications of streets and their zones presented in the proposed Major Thoroughfare Plan Update (MTP) of 2019.

This manual also presents the Geometric Design Standards to be applied to the various street types, which includes design criteria for pavement structures. Geometric Design Standards are set in place to ensure the construction of safe, comfortable and efficient streets and thoroughfares that provide appropriate conditions for the transit of all of its users (pedestrian, motor vehicle, and bicycle traffic). By incorporating context-specific design, these standards enhance the

public realm and allow for flexibility in case of future changes. The need for retrofitting existing streets is also addressed.

The El Paso Street Design Manual is created as a living document acknowledging that future changes in best practices and their specific applications need to allow for regular updates.

2.3 LOCAL PLANS/DOCUMENTS

The policy documents used and referenced for the creation of the El Paso Street Design Manual are listed below:

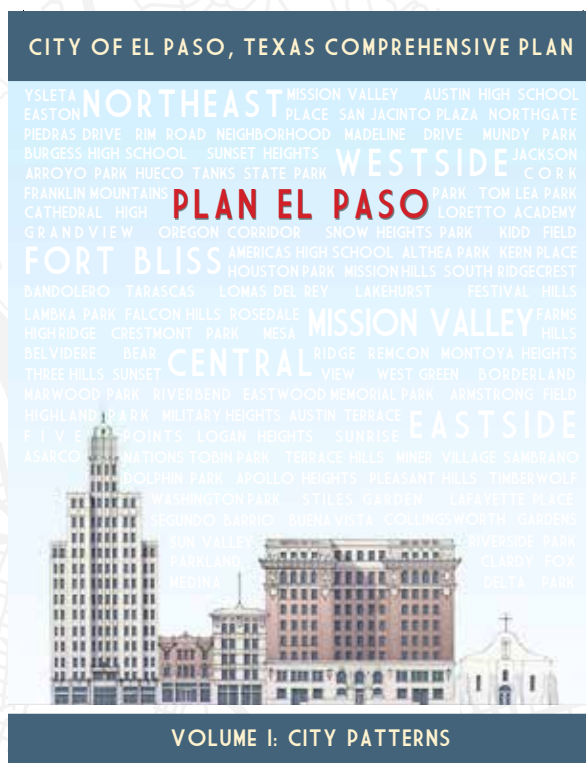
2.3.1 PLAN EL PASO & MAJOR THOROUGHFARE PLAN 2013

The 1999 Plan for El Paso included a thoroughfare plan in its Map Atlas, labeled as “Proposed Thoroughfare System.” The map was modified 30 times between 1999 and 2012 through comprehensive plan amendments. The current version has been maintained as a computer-based map on the City’s Geographic Information System (GIS). The then-current MTP map was readopted into Plan El Paso in March 2012. This draft update was effective on an interim basis until the Thoroughfare Plan was finalized and adopted in 2013.

This draft plan introduced a context-sensitive approach to street design decision-making—setting thoroughfare street designs according to a set of land use area types (compact urban, drivable suburban, and rural). It recognized the different needs of particular streets as they travel through various contexts of the city—especially related to sidewalks and the use of streetside space behind curbs.

2.3.2 EL PASO EASTSIDE MASTER PLAN & EL PASO THOROUGHFARE PLAN 2019 UPDATE

[The Eastside Master Plan](#) identifies existing deficiencies in City services and infrastructure in this fast growing desert city. The Eastside Growth Management Plan addresses the absence of sufficient public amenities in the areas of parks, libraries, public safety services, senior centers, recreation centers and pools. Overall connectivity between neighborhoods and services through multi-modal pathways is addressed in the companion thoroughfare plan recommendations. The 2019 Major Thoroughfare Plan Update keeps the original system of combining land use context with street design parameters, but it harmonizes a series of different classification types into a single system.



Plan El Paso (<https://www.elpasotexas.gov/planning-and-inspections/plan-el-paso/>)

2.3.3 EL PASO BICYCLE PLAN 2016

The [bike plan adopted in 2016](#) gave the City of El Paso a road map to create a comprehensive network of cycling infrastructure over a ten year horizon. Preferred routes were identified as part of an interconnected network. The plan also includes construction guidance for new facility types such as bicycle boulevards, bike lanes, buffered bike lanes, and one-way or two-way cycle tracks. At the time of adoption, the city had approximately 140 miles of bike facilities with an additional 900-1,100 miles planned for the future.

2.3.4 CNU/ITE MANUAL: DESIGNING WALKABLE URBAN THOROUGHFARES 2017

The City of El Paso officially adopted the CNU/ITE guidebook as part of its Complete Streets policy. The manual illustrates the creation of walkable mixed use streets by utilizing best practices in both design and implementation.

2.3.5 NACTO URBAN STREET DESIGN GUIDE AND BIKEWAY DESIGN GUIDE

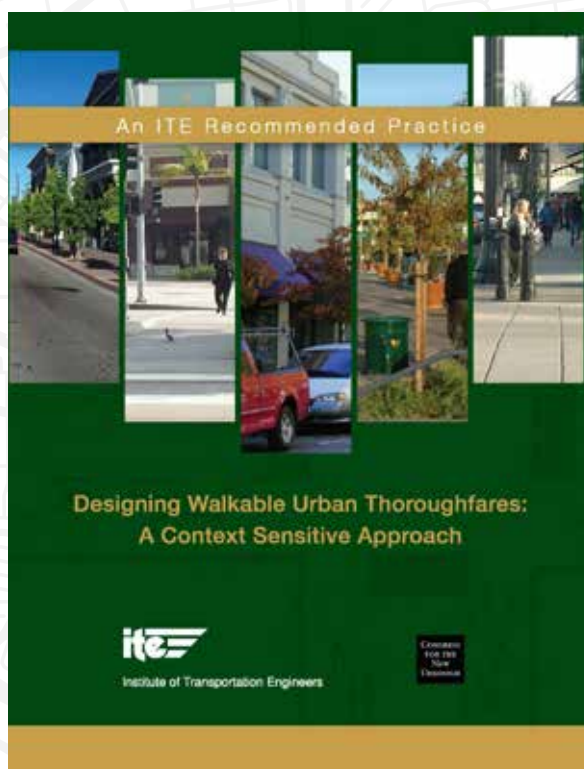
The City of El Paso officially passed a resolution in 2014 adopting several guides published by the National Association of City Transportation Officials (NACTO) including the [“Urban Street Design Guide,”](#) the [“Transit Street Design Guide,”](#) the [“Urban Street Stormwater Guide”](#) and the [“Urban Bikeway Design Guide”](#) as the official design guidelines for capital improvement projects and other city funded street and roadway improvement projects within the City of El Paso.

2.3.6 FEDERAL, STATE AND NATIONAL PUBLICATIONS

This document is also informed by the following publications on best practices:



City of El Paso Bike Plan



ITE/CNU Designing Walkable Urban Thoroughfares

- [MUTCD](#) (Manual on Traffic Control Devices for Streets & Highways)
- [TXMUTCD](#) (Texas Manual on Uniform Traffic Control Devices)
- [FHWA](#) (U.S. Dept. of Transportation)
- [AASHTO](#) (American Association of State Highway and Transportation Officials)
- [NCHRP](#) (National Cooperative Highway Research Program)

2.4 THE COMPLETE STREETS APPROACH

Streets in the City of El Paso have traditionally been designed following the principles of roadway functional classification, a concept developed to guide street and road design around primary functions of roads in a larger system. This was developed as a way of standardizing the expansion of America's highway network during a time of rapid growth in automobile use, and has generally worked well to serve vehicular movement. However, when the needs of other modes of travel are considered—especially in the limited space of cities and towns—it quickly becomes apparent that a more nuanced approach is needed.

In March, 2012, the City adopted a document called [“Complete Streets Policy Plan El Paso”](#) with the specific goal of “becoming the least car-dependent city in the Southwest through meaningful travel options and land-use patterns that support walkability, livability, and sustainability.” Several challenges arise when designing a street as a multi-modal facility including competing demands and limited space. This manual seeks to address these challenges by presenting a context-sensitive design philosophy that steers away from vehicle-focused roadway standards and

provides a new direction for the planning, design, and construction of quality streets for all users.

This street design guidance in this document is intended to modernize the City's transportation system over time to balance safety, comfort, and efficient movement for all users. To achieve this, certain trade-offs and evaluations will need to be made, depending on context and priorities. Some streets prioritize certain modes over others, based on their primary use, function, and surrounding land uses. A more detailed explanation of how to assess these prioritizations is presented in Table 4.1 (Design Guidance Criteria for Typical Sections: by Functional Classification and Area Type) presented in Chapter 3 El Paso Street Design Toolbox, of this manual.

2.5 FUNCTIONAL CLASSIFICATION AND COMMUNITY CONTEXT

Conventional transportation engineering has broadly adopted the Federal Highway Administration's functional classification system defining the role of a roadway within the broader transportation network. Over time, this system has become closely tied to design standards and policies, used by many state and even local transportation agencies, that emphasize elements such as design speeds, lane widths, and the spacing of intersections and access points to adjoining land. However, on its own the Functional Classification system does not consider community context, adjacent land uses, or— notably— the needs of non-motoring users of a road.

In this case, El Paso's current transportation network (implemented post-World War II) utilizes a three-type thoroughfare classification, as defined in [A Policy on the](#)

Table 2.1 - Comparison of Functional Classifications and Application of Area Types

Plan El Paso Area Types Compact Urban Drivable Suburban Rural Open Space	2020 Street Design Manual	TXDOT Roadway Inventory	Capital Improvement Plan	El Paso Smart Code	2013 Thoroughfare Plan Update
	Expressway	Interstate	No Equivalent Classification	Highway	Expressway
		Other Freeway & Expressway			
	Major Arterial	Other Principal Arterial	Major Arterial	No Equivalent Classification	Principal Arterial
	Minor Arterial	Minor Arterial	Minor Arterial	Boulevard	Minor Arterial
	Collector	Major Collector	Non-Residential Collector	Avenue	Collector
		Minor Collector	Multi-Family and Commercial/ Industrial Collector		
			Residential Collector		
	Local	Local	No Equivalent Classification	Road	Local
				Street	
				Drive	
				Commercial Street	

Geometric Design of Highways and Streets (“Green Book” by AASHTO, 2011): (a) Arterial Streets; (b) Collector Streets; and (c) Local Streets. These three main distinct categories classify thoroughfares and streets based on movement/direction, distribution/collection, and access. Given the adoption of Plan El Paso, which orients the city toward a more walkable, bikable and transit focused evolution, the use of the CNU-ITE design manual and NACTO design guides to provide flexibility in street design are appropriate.

However, more recent practices in street and thoroughfare design have embraced a more holistic approach that emphasizes support for other modes of transportation. Further, considerations toward scale, traffic volume, service areas, and creating important and strategically located access points from certain types of roadways have proven to be beneficial for the majority of users and the surrounding communities they serve. As Plan El Paso defined a community vision for a high-quality built environment and a balanced transportation system, the conventional functional classification system

is not adequate as a de facto design policy to address the more complex and nuanced transportation needs for El Paso’s streets and roads.

In response, the El Paso Street Design Manual presents a revised version of the Functional Classification System that brings together the objectives of Plan El Paso with a context-sensitive approach towards Street and Thoroughfare Design. This manual offers a measured balance between the Functional Classification System requirements with considerations for context-appropriate street type. Section 3.1 expands on the design and planning guidelines that reflect such a balance.

Based on this approach, the manual presents a more detailed breakdown of the broader three-type thoroughfare classifications typically considered within the Functional Classification System, based on previous uses and applications presented in the MTP. A more detailed description of each of the Street Types used in this manual is offered in the sub-sections that follow.

2.5.1 MAJOR ARTERIALS

Major Arterials facilitate trips between one point of the city to another by linking lower classification streets to Freeways. Designed for long trips, high traffic volumes and speeds, they are located in areas where major centers of activity attract greater numbers of traffic connections. They should carry a high percentage of travel while efficiently making use of space needed for total system mileage.

Major Arterials are laid out to create a network of interconnected roadways that, through the use of strategies such as Geometric Design and traffic control measures, enhance efficient movement of motorists. Further, this street type addresses safety considerations by setting access restrictions to adjoining properties while protecting the through traffic carrying capacity of a roadway.

2.5.2 MINOR ARTERIALS

Supplementing a Major Arterials network, Minor Arterials interconnect to serve the flow of traffic within a smaller geographic area of influence and to provide continuous paths to intermediate destinations. Trips made on Minor Arterials tend to be moderate in length although still carrying significant through traffic, and sometimes, act as alternate routes. Because of their characteristics, Minor Arterials are in the position to effectively ensure greater land access to adjoining properties. Ultimately, this street type represents a key element to adequately provide route and spacing continuity within the Major Arterials Network.

2.5.3 COLLECTOR STREETS

Providing continuous paths to arterial roadway networks, Collector Streets allow for connections between local neighborhood

streets and the Major and Minor Arterials System needed to allow users to reach their ultimate destinations. They are intended to collect traffic from local streets and channel it into the wider arterial system of the city, while allowing for greater land access due to their medium traffic volumes and speeds. Collector Streets are critical to the effective operation of their communities and provide unique access quality to the wider circulation needs of the transportation roadways network.

2.5.4 LOCAL STREETS

Supporting access to all destinations not on the Arterials/Collector network, Local Streets traditionally manage neighborhood-level transportation needs. They serve a smaller scale of traffic volumes and constitute the lowest level of mobility within the system. The main role of Local Streets is to allow for direct access to adjoining land and properties, possible through the increased safety aspect of establishing lower speeds, while also linking its traffic to Arterial and Collector roadways.

This Street Design Manual continues to expand on these categories in Sections 4.2-4.8 providing illustrated and detailed cross section information for each street type. Although many roads do not fully match the descriptions and definitions presented here, a road should be categorized according to the type that it most closely matches. Additionally, this approach is aimed at offering future design flexibility as the variety of physical and social conditions in a city environment continue to change and evolve.

While the conventional functional classification system and its balance of regional and local mobility is still a

fundamental foundation for this Street Design Manual's street types, the Manual outlines additional considerations to reflect the variety of physical and social contexts that each type will traverse.

2.5.5 PLAN EL PASO: COMPACT URBAN

[Plan El Paso](#) designates the Compact Urban area type as a place where multi-modal transportation and street network design become a priority. In this case, character and function are emphasized over traffic capacity, and the main focus becomes to get “people moving” through the provision of smaller blocks and pedestrian-scale amenities. Compact Urban represents an area type that had been previously part of the Drivable Suburban designation.

In the Compact Urban area type, there is an established grid of streets, and because motor-vehicle users have choices, guidelines are not needed to restrict access to adjoining land along certain arterial roadways to maintain an efficient traffic flow. [Plan El Paso](#) has designated three main neighborhood types as Compact Urban, based on the layout of the Future Land Use Map (See page 1.30 of [Plan El Paso](#)):

- A. **Existing Walkable Neighborhoods.** These types of existing neighborhoods tend to allow for a greater number and quality of pedestrian-oriented facilities, typically arising from El Paso's original development pattern laid out in eras when walking and/or taking transit were the norm. Because of their physical characteristics, these areas are well-suited for continued evolution through a mix of land uses and transportation options. As laid out in the Future Land Use Map, these types of neighborhoods have been designated as G-1 “Downtown” and G-2

“Traditional Neighborhood”.

- B. **Planned Walkable Communities.**

These types of areas correspond to large tracts of developable land owned by the City of El Paso that are being master planned for potential urban expansion using Smart Growth principles. Planned Walkable Communities are envisioned to be served with pedestrian-oriented streets that allow for safe and comfortable walking paths/sidewalks. As presented in the Future Land Use Map, land for Planned Walkable Communities corresponds to areas designated as O-7 “Urban Expansion”, with one tract adjoining the El Paso International Airport, and two others located on opposite sides of the Franklin Mountains.

- C. **Future Redevelopment and Infill Neighborhoods.** These areas correspond to land near Rapid Transit System (RTS) stops and Sun Metro transfer stations with a strong potential for infill development and redevelopment (See page 4.34 of [Plan El Paso](#)).

2.5.6 PLAN EL PASO: DRIVABLE SUBURBAN

Characterized by maintaining a predominately motor-vehicle oriented development pattern, Drivable Suburban areas in El Paso represent an often-continuous network of arterials along with a fewer numbers of collectors. In these areas, the network provides alternate travel paths for motor vehicles to alleviate some of the traffic congestion that occurs during peak hours. Physical features of thoroughfares in Drivable Suburban areas include sidewalks and, when feasible, separated, protected or buffered bike lanes.

2.5.7 PLAN EL PASO: RURAL AND OPEN SPACE

As defined in the Federal-Aid Highway Law, Rural Areas comprise everything outside the boundaries of Urban Areas (designated as such by the Census Bureau). These two classifications of areas (Urban and Rural) present fundamentally different characteristics, however Federal Guidelines allow for the adjustment of this boundary for transportation purposes.

Although the Urban/Rural distinction is a key component of thoroughfare design, designations based on the Census Bureau remain quite broad and group vastly diverse types of land development that do not differentiate among the physical contexts of those areas. To improve on the conventional Urban/Rural distinction, Plan El Paso bases its designations on desired conditions projected for the future. These enhancements include:

- The Rural Area boundary is based on Plan El Paso's Future Land Use Map, instead of the U.S. Census.
- Urban Areas are subdivided as described earlier.
- The Open Space Area represents a newly conceived type to group lands that will not be developed.

2.5.8 CONFORMING TO THE MAJOR THOROUGHFARE PLAN

The City's adopted thoroughfare plan shall be used to determine the minimum type of roadway, the general location of the roadway, and the areas that the roadway is intended to connect to as part of the platting process. For streets that are not shown on the city's thoroughfare plan, such as local residential streets, the arrangement of such streets within a subdivision shall:

- A. Conform to any plan for the neighborhood approved or adopted by the city to meet a

particular situation where topographical or other conditions make continuance or conformity to existing streets impractical;

- B. Provide for future access, such as by stubbing streets for future extension, to adjacent vacant or commercial areas which will likely not have incompatible land uses; and
- C. Not conflict in any way with existing or proposed driveway openings (including those on the other side of an existing or planned median-divided arterial, in which case new streets shall align with such driveway openings such that median openings can be shared).

2.5.9 CONFORMANCE WITH THE COMPREHENSIVE PLAN

Streets, contexts and the layout of streets shall be consistent with the adopted comprehensive plan and its relevant contexts, and specifically the current Major Thoroughfare Plan.

2.5.10 TXDOT ROADWAYS

Roadways owned by TXDOT shall be subject to TXDOT standards and regulations.

3

The El Paso Street Design Toolbox



Chapter 3

The El Paso Street Design Toolbox

3.1 THE DESIGN TOOLBOX KIT OF PARTS

This section pertains to the design of new streets and/or the re-design of existing streets. It summarizes essential characteristics of the updated roadway classification system, establishing basic principles based on the street cross-sections previously presented in the Major Thoroughfare Plan (MTP). Guidance is generally defined ‘from centerline to edge’ with regard to a typical cross-section layout. Specific design criteria are presented in detail in Tables 3.1 and 4.1, and rely on the following basic principles (which should be understood as minimum standards when defined as such):

- A. **Lane Widths.** May range from 9 to 18 feet depending on their intended use, per the DSC. However, where certain conditions call for lanes to accommodate high-capacity transit, wider dimensions need to be considered. Therefore, cross-sections presented will typically propose 10-foot widths for inner lanes, and 11-foot widths for outer lanes, parking adjacent, or rural area lanes. Also see, [NACTO guidance](#).



Context sensitive lane widths that discourage speeding



Arterial sidewalks suitable for multiple uses



Planting strips that provide separation from moving cars and encourage shade tree vitality

- B. **Bicycle Facilities.** Refer to the [El Paso Bike Plan](#) and [NACTO standards](#) for proposed bicycle network and facilities. A 3-foot wide buffer from the travelway is recommended for buffered bike lanes or cycle tracks.
- C. **Planting Zone.** A minimum of 5 feet width shall be used for Planting Zones, including planter parkways, strips, or tree wells.
- D. **Arterial Pedestrian Zone.** A minimum of 12-foot widths should be used for the Pedestrian Zone along Arterial roadways to allow for space that may need to be re-purposed or substituted for other uses, such as sidepaths.
- E. **Collector Sidewalks.** A minimum of 6-foot widths for sidewalks along Collector roadways will be used.

3.2 STREET DESIGN ZONES

Street Zones represent an important aspect of Street Design that regulate and outline the distinct uses contained within the right-of-way. In El Paso, although not all streets will contain all zones, they are still one of the most extensively used civic spaces in the community. For this, the broader purpose of this section is to provide the appropriate and context-sensitive design criteria to be used in Street and Thoroughfare creation.

The Street Zones illustrated and defined below include guidelines to design portions of the street containing components such as vehicle travel lanes and sectors allocated to other uses such as pedestrian areas or the placement of public utilities*.

* Utilities may be found in all street zones and are subject to local utility requirements, per City of El Paso Code and technical criteria manuals. For mobility purposes, utility location is preferred in the pedestrian zone.

Typically, a street is comprised of six different zones, each one with specific functions and unique design considerations that also interact in several ways. Also see, [NACTO guidelines](#).

3.2.1 FRONTAGE ZONE

The Frontage Zone comprises the frontage area immediately adjacent to the building face, wall, or fence that marks the property line. Elements such as stoops, bay windows, planters, water fountains, or ground level commercial amenities could be used in the Frontage Zone to enhance the street environment provided that pedestrian and Americans with Disabilities Act (ADA) accessibility are maintained.

3.2.2 PEDESTRIAN THROUGH ZONE

The Pedestrian Through Zone comprises the portion of the street that primarily accommodates pedestrian access. Uses generally include walking, business, and social activities, and they could extend from the face of the building or property edge to the face of the curb. The portion of the Pedestrian Through Zone specifically reserved for pedestrian travel is the Sidewalk Clear Zone.

Sidewalk design considerations need to meet the ADA Accessibility Guidelines (ADAAG). To accomplish this, sidewalks should be well-lit, free of any physical obstructions for pedestrian movement, and should use consistent materials from block to block along the street. Other considerations critical for accessibility and safety include surface design, dimensions, and slopes.

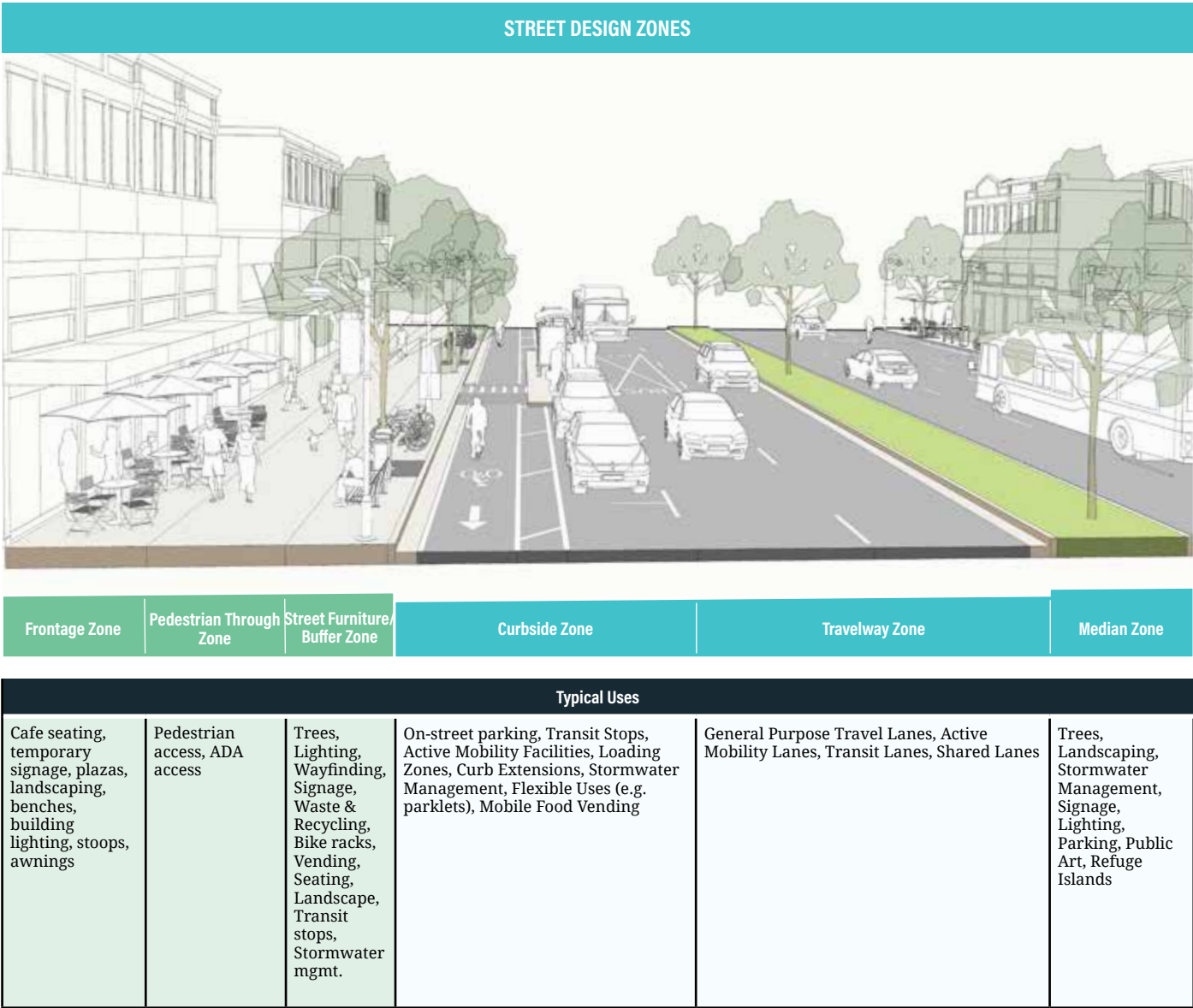


Figure 3.1: Street design zones

Throughout this document, the minimum Sidewalk Clear Zone is established at 5 ft wide in all areas and 6 ft wide when within ½ mile of a transit facility. The placement of utility poles, signal boxes, street furniture, and vegetation should not encroach into the Sidewalk Clear Zone.

3.2.3 STREET FURNISHINGS/BUFFER ZONE

The Street Furnishings/Buffer Zone comprises the area between the curb and the Pedestrian Through Zone, placed there to provide physical distance and protection from moving vehicle traffic. It provides space for the placement and organization of street lights, street trees and landscaping, transit stops (to include bus stops/shelters), street furniture, bicycle racks, newspaper boxes, signage, parking meters, as well as above and below ground utilities.

As the point of transfer between pedestrians and the various transportation vehicles (transit, bicycle and private automobiles), the Street Furnishings/Buffer Zone provides the area needed to create space between the curb and the various vertical elements on the streets. When adjacent curbside parking is present, this area allows for proper clearance to allow car doors to open and motor vehicle drivers to access the sidewalk. It also includes space for driveway aprons to ramp down from the sidewalk grade to the street, needed to maintain a level sidewalk.

In the case of Stormwater Management considerations, features such as rain gardens or bioswales could be placed here to collect rainwater and reduce impervious surface area.

3.2.4 CURBSIDE ZONE

Accessory elements included in public curbsides reflect the wide variety of uses possible for the city's streets. Some examples include curb extensions, sidewalk extensions, waste and recycling removal, bicycle parking, temporary installations, storm drains, and/or parklets with public seating. The placement and organization of these elements need to pay careful attention to paths of movement and required sight lines.

The flexible use of the Curbside Zone serves to enhance the overall pedestrian experience and vibrancy of the street while maintaining safety and making efficient, equitable use of streets. Elements like curb bump-outs and curb extensions, serve to calm traffic and enhance pedestrian safety by visually and physically narrowing the street, extending the sidewalk, reducing pedestrian crossing distance, and increasing pedestrian visibility.

The Curbside Zone also accommodates parking areas adjacent to the curb where it is permissible within the public right-of-way for drivers to leave their vehicles. Parking areas designated as on-street parking serve multiple functions such as increasing street activity, meeting the parking needs of adjacent land uses, protecting pedestrians from moving traffic, and making pedestrian crossing safer through traffic calming.

On-street parking in the Curbside Zone may be parallel, perpendicular, angled, or back-in diagonal; and when appropriate, is beneficial to most street types and contexts. Additionally, it can be designated or managed to provide curbside access for persons with disabilities, in which case it should be located near major destinations such as commercial areas and civic buildings.

Parking in the Curbside Zone can also provide

some congestion relief in high traffic areas, by converting to a travel lane during peak hours. This is achieved through management by allowing parking throughout the day, except during peak morning and evening hours. Alternative uses allowed in the Curbside Zone, such as bike corrals, can encourage other modes of mobility while reducing vehicle emissions and fuel consumption. Parking in the Curbside Zone is notably not an essential component of all streets, as it may not be appropriate or necessary in certain contexts.

3.2.5 TRAVELWAY ZONE

The Travelway Zone is the portion of the street reserved for vehicular travel of all varieties, including transit, bicycle and other motorized vehicles. Consideration of speed and width are important when designing Travelways in various contexts.

For example, increased lane widths can encourage higher travel speeds, which may not be appropriate in pedestrian-oriented and compact contexts. Lower speeds are favorable for accommodating curbside parking maneuvers and responding to restricted sight distances encountered in compact urban places. Travelways should not be used for loading or parking. Typically, the acceptable lane width on Travelways varies depending on the street type, the context and the average daily traffic.

3.2.6 MEDIAN ZONE

Medians are a preferred means of access management, with space to allow turn lanes. They provide opportunities for stormwater management, green infrastructure, public art and landscaping. Medians can also accommodate pedestrian refuge islands to enhance pedestrian crossing safety. Occasionally, in pedestrian-oriented contexts and on streets with low travel speeds, medians can also provide curbside parking and seating areas. They can be depressed as a drainage swale to accommodate drainage and stormwater management.

3.3 DESIGN CRITERIA FOR THOROUGHFARE ZONES

Tables 3.1 and 3.2 on the following pages identify design criteria for Major and Minor Arterials, Collectors, Locals, and Alleys. Adjustments to number of lanes will be made based on a Traffic Impact Assessment (TIA).

Table 3.1 Additional Design Criteria for Thoroughfare Corridors

	Major Arterial	Minor Arterial
TYPICAL THOROUGHFARE CHARACTERISTICS		
Network Function	Straight paths to distant destinations; connects to freeways	Continuous paths to intermediate destinations; alternate routes for longer trips
Direct Route	Yes	Yes, but may include minor deflections
Network Spacing Guidance	Should be spaced generally 1 mile apart outside of Compact Urban areas, where historical growth patterns may mean these are closer together.	Midway between principal arterials, although exact spacing (such as directly at the midpoint) may be determined by particular network characteristics
Driveway and Access Spacing	Curb cuts should be discouraged by land development regulations, no more than one driveway per 660 feet in urban conditions and 1320 feet in suburban and rural conditions	Curb cuts should be replaced by cross-parcel access requirements in land development regulations; no more than one driveway per 500 feet or one per block face, whichever is less
DESIGN CRITERIA FOR NEW & RECONFIGURED THOROUGHFARES		
Number of Travel Lanes and Base ROW Width		
Compact Urban	4 lanes under 35,000 ADT ³ ; 6 lanes over 35,000 ADT ³ Base 110 ft ROW; constraints may reduce this	4 lanes under 35,000 ADT ³ ; 6 lanes over 35,000 ADT ³ Base 92 ft ROW; constraints may reduce this
Drivable Suburban	4 lanes / 92 ft ROW under 30,000 ADT ³ 6 lanes / 112 ft ROW at or over 30,000 ADT ³	2 lanes / 70 ft ROW under 18,000 ADT ³ 4 lanes / 90 ft ROW at or over 18,000 ADT ³
Rural	4 lanes / 108 ft ROW at or over 15,000 ADT ³	2 lanes / 80 ft ROW
Bicycle Facilities ¹ (preferred design to be used on El Paso Bike Plan-designated thoroughfares)		
Compact Urban	Refer to El Paso Bike Plan “Recommended Bikeway Network” for preferred facility type	
Drivable Suburban		
Rural		
Mid-Block Crossings ⁴		
Compact Urban	Allowed on blocks longer than 800 feet	Allowed on blocks longer than 600 feet
Drivable Suburban	Allowed between signalized intersections more than 1000 feet apart	Allowed between signalized intersections more than 1000 feet apart
Rural	Not allowed except at special locations (recreational areas, etc.)	Not allowed except at special locations (recreational areas, etc.)
On-street Parking (for curbside not designated for bus stops, loading, and other specialized uses)		
Compact Urban	In commercial districts	Commercial districts
Drivable Suburban	No	No
Rural	No	No
Maximum Curb Radius (without curb extensions)		
Compact Urban	15 feet	15 feet
Drivable Suburban	25 feet	25 feet
Rural	25 feet	25 feet
Recommended Street Tree Spacing		
Compact Urban	30 feet on center	30 feet on center
Drivable Suburban	30 feet on center	30 feet on center
Rural	35 feet on center	35 feet on center

Note 1 - Bike facilities shall not be limited, instead they shall conform to the [El Paso Bike Plan](#) and [NACTO Design Guides](#).

Note 2 - Adjustments to number of travel lanes will be made based on a Traffic Impact Assessment (TIA).

Note 3 - Adapted from [Florida DOT's Generalized Level of Service Tables](#).

Note 4 - The City Traffic Engineer will have final approval authority over mid block crossings.

	Collector	Local
TYPICAL THOROUGHFARE CHARACTERISTICS		
Network Function	Continuous paths to arterial network; allows local trips to avoid the arterial network	Provides access to all parcels not on the arterial / collector network
Direct Route	Yes, but may include deflections & minor jogs	Not critical; but are highly interconnected in Compact Urban areas
Network Spacing Guidance	A minimum of one collector should be placed between two arterials whether minor or major; should generally not exceed one-half mile	As needed to provide access to all parcels
Driveway and Access Spacing	Depending on area type and specific land use context, driveways may be required frequently but should be discouraged through subdivision design features such as alleys and side-street entrances	Frequent spacing, though land development regulations should allow no more than one driveway per land parcel and should favor local streets over higher classifications
DESIGN CRITERIA FOR NEW & RECONFIGURED THOROUGHFARES		
Number of Travel Lanes and Base ROW Width		
Compact Urban	2 lanes / 74 ft ROW	2 lanes / 62 ft ROW in non-residential land use areas 2 lanes / 60 ft ROW in residential land use areas
Drivable Suburban	2 lanes / 71 ft ROW in non-residential land use areas 2 lanes / 58 ft ROW in residential land use areas	2 lanes / 60 ft ROW in non-residential land use areas 2 lanes / 48 ft ROW in residential land use areas
Rural	2 lanes / 70 ft ROW	2 lanes / 60 ft ROW
Bicycle Facilities (preferred design to be used on El Paso Bike Plan-designated thoroughfares)		
Compact Urban	Refer to El Paso Bike Plan “Recommended Bikeway Network” for preferred facility type	
Drivable Suburban		
Rural		
Mid-Block Crossings		
Compact Urban	Allowed on blocks longer than 800 feet	Allowed on blocks longer than 500 feet
Drivable Suburban	Allowed when distance between protected pedestrian crossings is more than 1000 feet	Allowed when distance between traffic control devices that would stop vehicles for a pedestrian crossing is more than 800 feet
Rural	Not allowed except at special locations (recreational areas, etc.)	Not allowed
On-street Parking (for curbside not designated for bus stops, loading, and other specialized uses)		
Compact Urban	Required in commercial districts	Allowed but not required
Drivable Suburban	Required in commercial districts	Allowed but not required
Rural	No	No
Maximum Curb Radius (without curb extensions)		
Compact Urban	15 feet	15 feet
Drivable Suburban	20 feet	15 feet
Rural	20 feet	15 feet
Recommended Street Tree Spacing		
Compact Urban	30 feet on center	30 feet on center
Drivable Suburban	30 feet on center	30 feet on center
Rural	35 feet on center	30 feet on center

3.4 GENERAL BICYCLE FACILITY TYPES

The NACTO Urban Bikeway Design Guide and El Paso Bike Plan recommends a variety of facility types to be applied to various street types. The specific bicycle facility types are illustrated below.

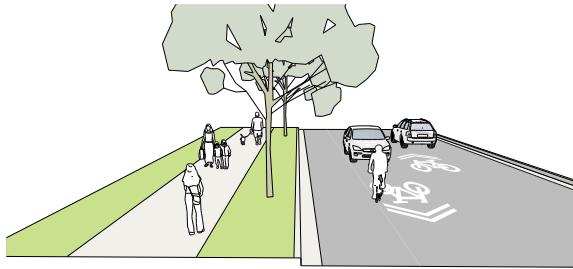
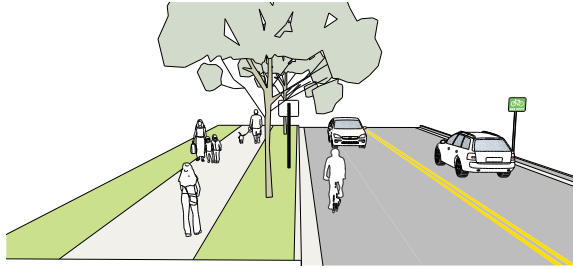
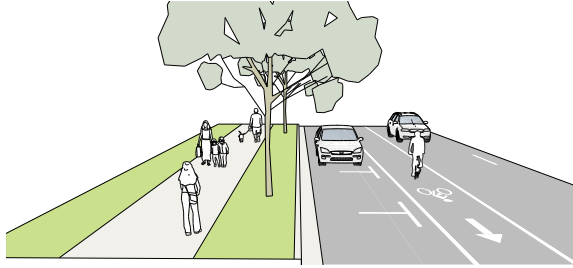
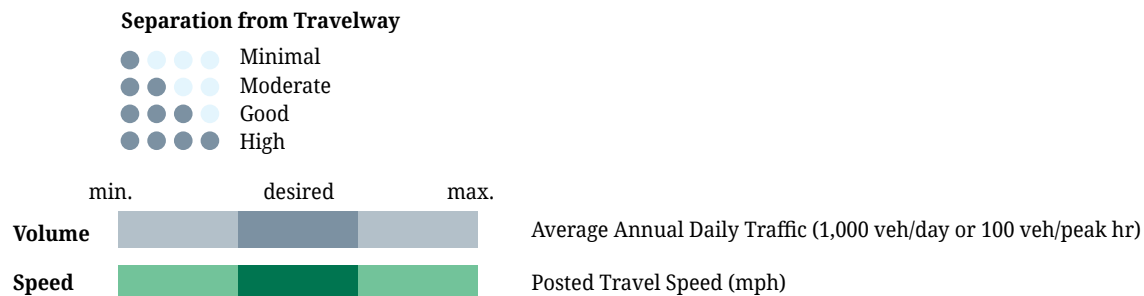
BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Bicycle Boulevard Comfortable and attractive bicycling environment without utilizing physical separation; Includes traffic calming.	Local	Volume 0-2k 2k-3k Speed 15-20 20-25 Separation ● ● ● ●	Emergency Route
	Bike Route A travel lane shared by bicyclists and motorists, indicated by signage.	Local	Volume 0-2k 2k-8k 8k-10k Speed 15-25 25-30 Separation ● ● ● ●	Higher Traffic Volumes, Space for Traffic Calming, Space for Bike Lanes, Critical Network Link
	Bike Lane Exclusive space for bicyclists through the use of pavement markings and signage.	Collector	Volume 3k-4k 4k-15k 15k-20k Speed 15-20 20-30 30-40 Separation ● ● ● ●	High Turnover Parking, Front-in Diagonal Parking, Insufficient Road Space, High Traffic Volumes, Multiple Travel Lanes

Figure 3.2: Bicycle facility contextual guidance



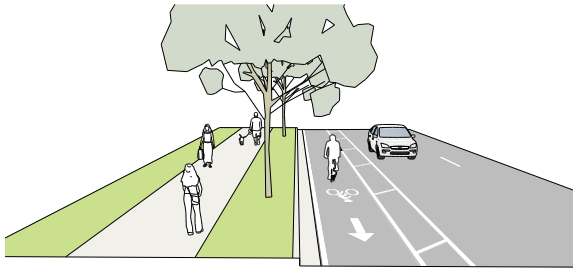
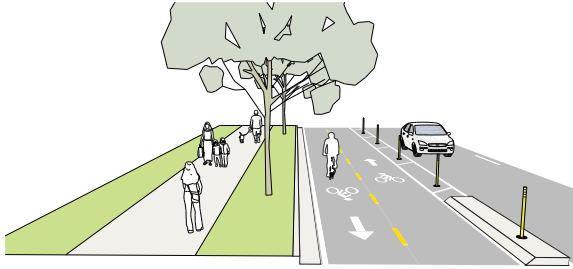
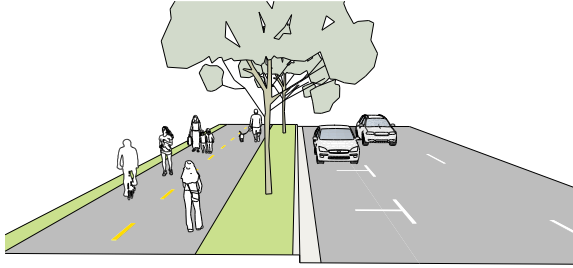
BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Buffered Bike Lane Traditional bike lane separated from vehicle travel lanes or parking lanes by an adjacent buffer area.	Minor Arterial	<p>Volume</p> <p>3k-4k 4k-25k 25k-30k</p> <p>Speed</p> <p>20-25 25-40 40-45</p> <p>Separation</p> <p>● ● ● ●</p>	Insufficient Road Space, Illegal Parking/Loading, Sidewalk Riding, Space for Cycle Track
	Cycle Track Physically separated bikeway. Could be one or two way and physically protected.	Minor Arterial	<p>Volume</p> <p>3k-9k 9k-25k 25k-32k</p> <p>Speed</p> <p>25-30 30-50 50-55</p> <p>Separation</p> <p>● ● ● ●</p>	Frequent Driveways, Frequent Intersections, Park or linear corridor with space for shared use path
	Shared Use Path Completely separated from roadway, typically shared with pedestrians.	Major Arterial	<p>Volume</p> <p>3k-6k 6k-32k</p> <p>Speed</p> <p>35-45 45-60 60+</p> <p>Separation</p> <p>● ● ● ●</p>	Frequent Driveways, Frequent Intersections, High Pedestrian Volume

Figure 3.2: Bicycle facility contextual guidance (continued)

(Sources: El Paso Bike Plan, 2016. FHWA. Separated Bike Lane Planning and Design Guide. 2015. AASHTO. Guide for the Development of Bicycle Facilities. 2012. FHWA. Manual on Uniform Traffic Control Devices. 2009. NACTO. Urban Bikeway Design Guide. 2012. NCHRP Report 766: Recommended Bicycle Lane Widths for Various Roadway Characteristics. 2014)

3.5 MID-BLOCK CROSSWALKS

Table 3.3 Recommended Practice for Midblock Crossings

GENERAL
The decision to locate a midblock crosswalk will be based on numerous factors. Generally, however, consider providing a marked midblock crossing when protected intersection crossings are spaced greater than 400 feet so that crosswalks are located no greater than 200 to 300 feet apart in areas where a relatively high demand of foot traffic is existing or anticipated, and meet the criteria below.
Midblock crossings may be considered when there is significant pedestrian demand to cross a street between intersections, such as connecting to major generators or transit stops.
Midblock crosswalks should be located at least 100 feet from the nearest side street or driveway so that drivers turning onto the major street have a chance to notice pedestrians and properly yield to pedestrians who are crossing the street.
CRITERIA
Streets with an average daily traffic volume (ADT) of 12,000 vehicles per day or less
Multilane streets carrying less than 15,000 ADT if a raised pedestrian refuge island or median is provided
Operating speeds less than 40 mph
A minimum pedestrian crossing volume of 25 pedestrians per hour for at least four hours of a typical day.
Adequate sight distance is available for pedestrians and motorists.
RECOMMENDATIONS
Conform to Public Rights-of-Way Accessibility Guidelines (PROWAG) for the disabled and visually impaired. Conform to COEP TAS, TDLR, ADA rules.
Unsignalized midblock crosswalks should not be provided on streets where traffic volumes do not have gaps in the traffic stream long enough for a pedestrian to walk to the other side or to a median refuge. At locations with inadequate gaps that also meet
Manual on Uniform Traffic Control Devices (MUTCD) signalization warrants, consider a signalized midblock crossing.
Consider a signalized midblock crosswalk (including locator tone and audio pedestrian signal output as well as visual pedestrian countdown signal heads) where pedestrians must wait more than an average of 60 seconds for an appropriate gap in the traffic stream. When average wait times exceed 60 seconds, pedestrians tend to become impatient and cross during inadequate gaps in traffic. If this initial threshold is met, check pedestrian signal warrants in the MUTCD.
Provide overhead safety lighting on the approach sides of both ends of midblock crosswalks.
Provide wheelchair ramps or at-grade channels at midblock crosswalks with curbs and medians.
Provide raised median pedestrian refuge at midblock crossings where the total crossing width is greater than 60 feet, and on any unsignalized multi-lane thoroughfare crossing.
Use high-visibility (ladder-style) crosswalk markings to increase visibility longitudinally.
Provide advance stop or yield lines to reduce multiple-threat crashes.
Provide advance crosswalk warning signs for vehicle traffic.
Provide curb extensions at midblock crosswalks with illumination and signing to increase pedestrian and driver visibility.
“Z” crossing configurations should be used for midblock crossings with medians wherever possible (see Figure 2.5). Provide an at-grade channel in median at a 45-degree angle toward advancing traffic to encourage pedestrians to look for oncoming traffic.
OTHER CONSIDERATIONS
A strategy to calm traffic speeds in advance of and at a midblock crossing is to raise the pavement to meet the sidewalk elevation by use of gentle ramps (see Figure 2.6). Consider use of overhead flashing beacons.

Sources:

Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, ITE/CNU, 2017
 Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations, FHWA, 2005
 Manual on Uniform Traffic Control Devices, FHWA, 2014 Edition
 Guide for the Planning, Design and Operation of Pedestrian Facilities, AASHTO, 2004
[Guide for the Development of Bicycle Facilities, AASHTO, 2012](#)

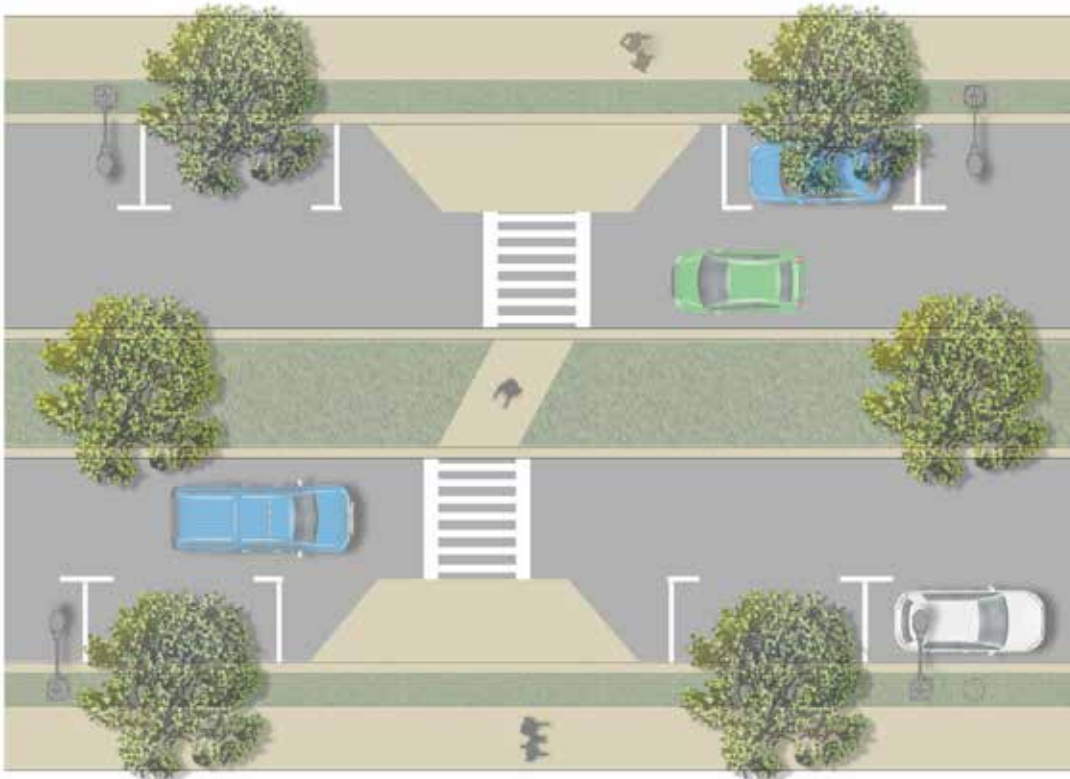


Figure 3.3 - Midblock crossings with a “Z” configuration force pedestrians crossing the median or raised pedestrian refuge island to look toward oncoming traffic. Avoid street trees that interfere with visibility. Source: Stantec, ITE

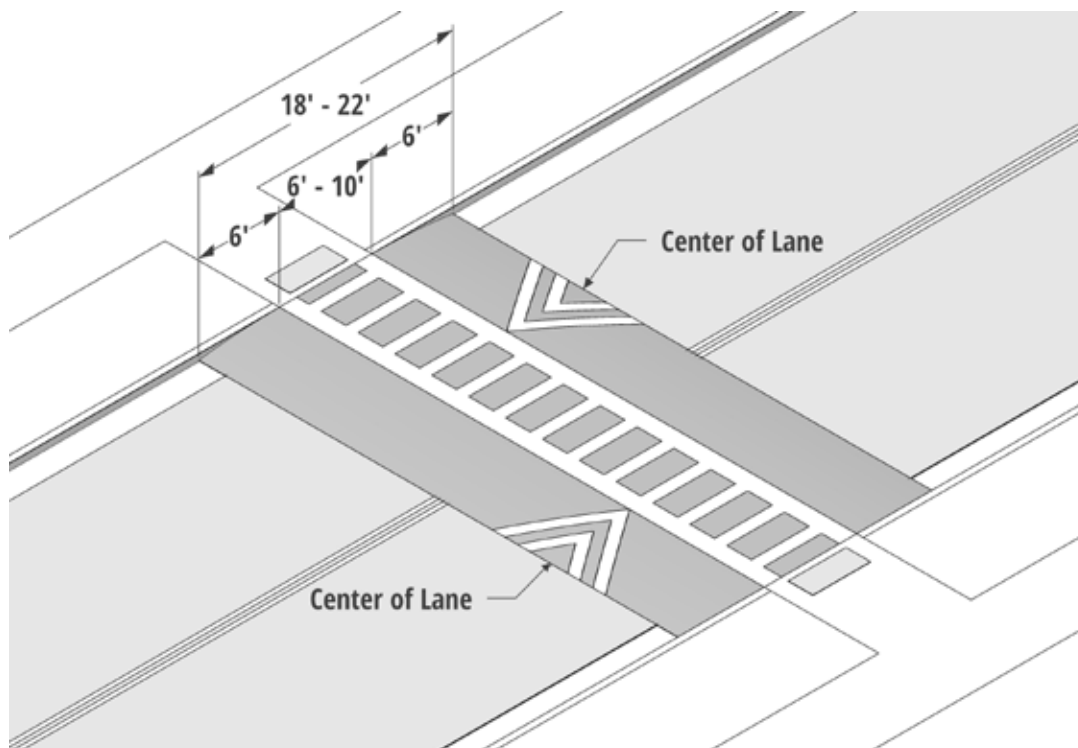


Figure 3.4 - The raised roadway crosswalk concept combines midblock crosswalks with traffic calming devices. Source: Stantec, ITE

3.6 ARID CLIMATE DESIGN CONSIDERATIONS

El Paso is a southwestern city characterized for its low-humidity hot summers and its cool dry winters. During the summer months (July to September), the city experiences most of its heavy rainfall—averaging about 9.7 inches per year—and thunderstorms, some severe enough to produce flash flooding. These natural climate considerations form part of a context-sensitive design strategy aimed at creating comfortable urban environments year-round. In the case of El Paso, the need to design streets for this specific climate is apparent.

Considerations for El Paso's climate should be integral to the design process for both public and private projects*. Some street design characteristics to consider are as follows:

- 1 Provide relief from hot temperatures in the pedestrian environment with design elements such as street trees, umbrella-covered tables, and cooling mist systems.

- 2 Require building facades to implement generous awnings for shading of the sidewalk area.
- 3 Must include water harvesting design treatments as per NACTO standards latest editions
- 4 Utilize textured hardscape elements to enliven and bring color to the streetscape.
- 5 Apply stormwater management strategies to handle flash flooding through a continuous shared soil system for street trees that absorbs and filters intense rainfalls efficiently and enhances street tree health. See [Urban Street Stormwater Guide](#), NACTO, 2017 for additional guidance.
- 6 Flexible use of the street can allow opportunities to provide shade and seating areas to enhance comfort for pedestrians.
- 7 [NACTO Transit Street Design Guide](#)

* Applicable to Downtown and Compact Urban Areas

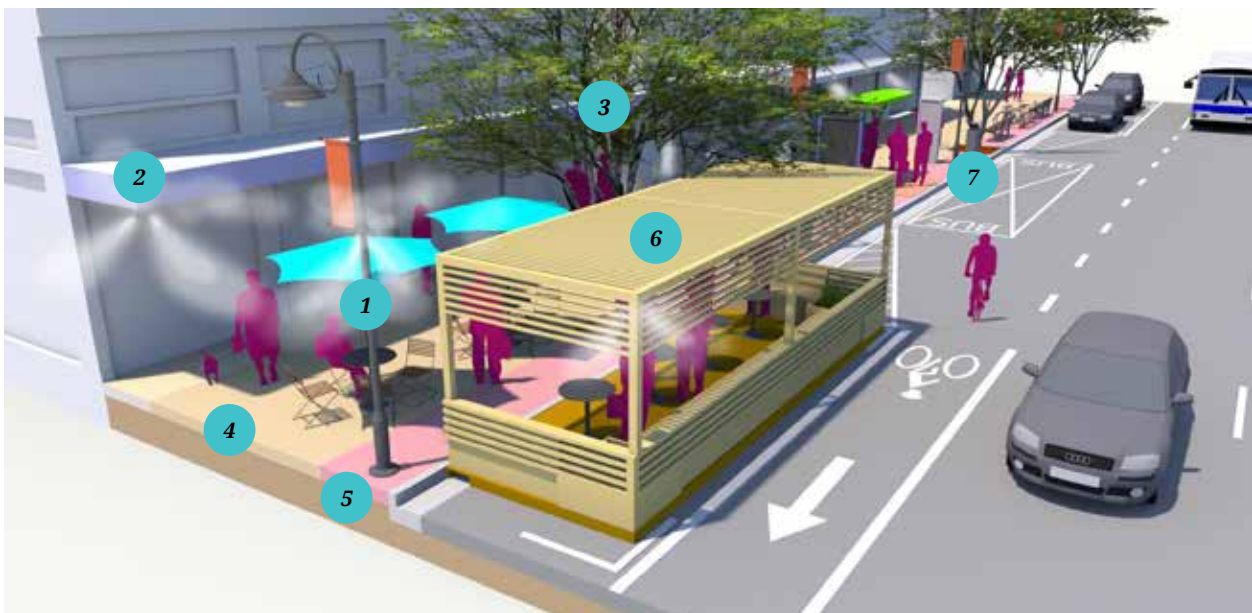


Figure 3.5: Illustration depicting design considerations for El Paso's arid climate

3.7 SMART MOBILITY

3.7.1 SMART MOBILITY

Smart mobility is a rapidly growing broader transportation focus that can transform communities. It includes more commonly known mobility technologies like autonomous and electric vehicles. More specifically, Smart mobility can be divided into five categories, accessible, automated, connected, electric, and shared (A2CES) systems. Communities—including El Paso—can take advantage of these rapidly evolving technologies to enhance the community’s resiliency, equity, environmental sustainability, and economy.

3.7.2 ACCESSIBILITY

Accessibility refers to a mobility system’s effectiveness in serving people of different abilities including disabled persons, senior citizens, children, or even parents with strollers. Accessibility features can be built into all manner of vehicle systems and services from mobile applications to on-board human-machine interfaces to wheelchair ramps. The principles of accessibility seek to promote equity, flexibility, simplicity, and ease of use.

3.7.3 AUTOMATED

Automated vehicles are those that operate independently of the world around them and do not need a driver. Such vehicles depend on a sophisticated set of sensors and computing to construct a digital map of the world around them in real time and move accordingly. Trials and pilots of automated vehicles have been occurring around the world for a number of years with millions of miles of successfully logged trips.

3.7.4 CONNECTED

Vehicles can now be connected to a wide variety of things, other vehicles, surrounding infrastructure and many other potential devices. This connectivity is made possible through a series of devices like sensors, servers and 5G networks, which increasingly allows for mobility and service enhancements. Connections provide additional information to the vehicle such as the location of potential accidents ahead, ride hailing by a passenger, and location/availability of parking spaces or charging stations. At its most basic level, today’s mapping applications on smart phones are examples of how information is communicated through a connected system that pools information from other drivers to improve the experience for everyone.

3.7.5 ELECTRIC

The electric car has long been a technology that transportation planners have embraced as a means to reduce the negative impacts of air and noise pollution produced by the internal combustion engine. Recently, electric vehicles have become more desirable as advances in battery storage have drastically increased the vehicle’s travel range. Still, the availability and location of charging stations remains a limiting factor in the widespread use of electric vehicles.

3.7.6 SHARED

Shared mobility has historically taken the form of public transit – buses and trains. The great recession gave rise to a sharing economy that leveraged the power of social networking and mapping to rent out and “share” a variety of assets including available car seats (e.g., Uber/Lyft). The sharing

network has extended to other mobility services including shared bicycles and electric scooters. Manufacturers and service providers are taking this concept further and have been developing new shared vehicle technologies known as micro-transit or automated shuttles to provide short distance connectivity – typically less than 3 miles in length – in business districts, office and college campuses, and in high tourist areas.

Smart mobility has great potential to positively transform communities and enhance the efficiency, safety and equity of community mobility. But, like all technologies, the success will depend on the core principles with which it is applied. These rapidly emerging mobility technologies deserve consideration as El Paso and its street network grow and streets are planned, designed and redesigned over time.



Figure 3.6: Conceptual rendering of a connected intersection where the vehicles, can communicate with the infrastructure as well as with other devices in the area

4

Thoroughfare and Street Standards



Chapter 4

Thoroughfare and Street Standards

4.1 APPLICABILITY

This Chapter of the El Paso Street Design Manual presents, in coordination with partner agencies, an updated set of typical cross-sections based on requirements and considerations contained in the Major Thoroughfare Plan (MTP), the revised Functional Classifications of Streets, and the new area types of Plan El Paso. The proposed set of cross-sections presents a new way of approaching thoroughfares in El Paso, and is aimed at creating a single reference resource for street design, planning, and construction. These sections also take into account other things happening around the city such as capital projects, development-related infrastructure, and right-of-way contributions—all key elements to the continuous urban and economic growth of the City of El Paso.

4.2 SUMMARY TABLE OF TYPICAL SECTIONS

This chapter contains descriptions of priorities and spatial preferences and minimums for roadway type. Table 4.1 on the next pages provides a high level of summary of this information, followed by more detailed information and sections for each type.

Table 4.1 Design Guidance Criteria for Typical Sections: by Functional Classification and Area Type

		Major Arterial (92-112 ft typ. ROW) Detailed design guidance begins on Page 38						Minor Arterial (70-92 ft typ. ROW) Detailed design guidance begins on Page 46					
		Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone	Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone
		Typical Lanes/ Widths ⁵	Medians/ Access	EBBP Bike Facilities Focus	On-Street Parking	Streetscape Focus ¹	Min. Sidewalk Width ²	Typical Lanes/ Widths	Medians/ Access	EBBP Bike Facilities Focus	On-Street Parking Priority	Streetscape Focus	Min. Sidewalk Width
Compact Urban	G-1	4-6 lanes, 10-11 ft	N/A	CT/ BBL/BL	Allowed	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	N/A	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft
	G-2	4-6 lanes, 10-11 ft	Medians	CT/ BBL/BL	Allowed	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	Medians	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft
	O-7	4-6 lanes, 10-11 ft	Medians	CT/ BBL/BL	Cond	Planter/ Hardscape	8 ft	4-6 lanes, 10-11 ft	Medians	CT/BBL/ BL	Cond	Planter/ Hardscape	8 ft
Drivable Suburban	G-3	4-6 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	12 ft SUP, 6 ft SW	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-4	4-6 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	12 ft SUP, 6 ft SW	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-5 ³	4-6 lanes, 10-12 ft	Medians	SUP/ BBL/BL	Cond	Planter Strip	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Planter Strip	6 ft
	G-7	4-6 lanes, 11-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Allowed	Sidewalk	6 ft
	G-8 ³	4-6 lanes, 11-12 ft	Medians	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft
	G-9 ³	4-6 lanes, 11-12 ft	Medians	SUP/ BBL/BL	Cond	Sidewalk	6 ft	2-4 lanes, 10-12 ft	Medians or TWLTL	SUP/ BBL/BL	Cond	Sidewalk	6 ft
Rural	G-6	2-4 lanes, 11-12 ft	Medians	SUP/ BL	Not Allowed	Sidewalk	5 ft	2-4 lanes, 11-12 ft	N/A	SUP/BL	Not Allowed	Sidewalk	6 ft
	O-3	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-4	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-5	2-4 lanes, 12 ft	Medians	BL/BB	Not Allowed	None	N/A	2-4 lanes, 12 ft	N/A	SUP/BL	Not Allowed	None	5 ft
	O-6	2 lanes, 11-12 ft	Medians	BL/BB	Not Allowed	None	N/A	2 lanes, 11-12 ft	N/A	SUP/BL	Not Allowed	None	5 ft

EXPLANATION OF PARKING TERMS

Allowed⁴ On-street parking is permitted on this thoroughfare type in the area type. Specific guidance in Chapter 9 provides detail on how it can be accommodated, especially in constrained rights-of-way

Conditional (Cond) On-street parking may be permitted subject to additional criteria.

Not Allowed On-street parking is not allowed.

Not Applicable (NA)

Note 1: In areas where 8 ft is the min. sidewalk width, 6 ft may be accepted in constrained areas as approved by the City Manager or designee. Pedestrian Clear Zone, not inclusive of Planter Strip.

Note 2: A minimum of 12-foot widths should be used for the Pedestrian Zone along Arterial roadways to allow for space that may need to be re-purposed or substituted for other uses, such as shared use paths.

Note 3: Areas of the County designated as G-5, G-8 and G-9 are not within the COEP's regulatory jurisdiction at the time of writing.

Note 4: On-street parking near a bus stop and adjacent to a transit lane will need to comply with existing Sun Metro standards.

Note 5: Adjustments to number of lanes will be made based on a Traffic Impact Assessment (TIA).

		Collector (58-88 ft typ. ROW) Detailed design guidance begins on Page 52						Local (48-62 ft typ. ROW) Detailed design guidance begins on Page 60					
		Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone	Travelway			Parking Zone	Accessory/ Amenity Zones	Pedestrian Zone
		Typical Lanes/ Widths	Medians/ Access	EPBP Bike Facilities Focus	On-Street Parking	Streetscape Focus	Min. Sidewalk Width	Typical Lanes/ Widths	Medians/ Access	EPBP Bike Facilities Focus	On-Street Parking	Streetscape Focus	Min. Sidewalk Width
Compact Urban	G-1	2-4 lanes, 10-11 ft	N/A	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter/ Hardscape	6 ft
	G-2	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	Turn lanes	BL/BB	Allowed	Planter/ Hardscape	6 ft
	O-7	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter/ Hardscape	8 ft	2 lanes, 10-11 ft	Turn lanes	BL/BB	Allowed	Planter/ Hardscape	6 ft
Drivable Suburban	G-3	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-4	2-4 lanes, 10-11 ft	Medians or TWLTL	CT/BBL/ BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-5	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Planter Strip	5 ft
	G-7	2-4 lanes, 10-11 ft	Medians or TWLTL	SUP/BL	Allowed	Planter Strip	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Allowed	Sidewalk	5 ft
	G-8	2-4 lanes, 11-12 ft	Medians or TWLTL	SUP/BL	Cond	Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Cond	Sidewalk	5 ft
	G-9	2-4 lanes, 12 ft	Medians or TWLTL	SUP/BL	Cond	Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	BL/BB	Not Allowed	Sidewalk	5 ft
Rural	G-6	2 lanes, 11-12 ft	N/A	BL, SB	Not Allowed	SUP or Sidewalk	6 ft	2 lanes, 10-11 ft	N/A	N/A	Allowed	SUP or Sidewalk	5 ft
	O-3, O-4, O-5, O-6	2 lanes, 11-12 ft	N/A	SB	Not Allowed	None	N/A	2 lanes, 10-11 ft	N/A	N/A	Not Allowed	None	5 ft
Alley (20-28 ft typ. ROW) Detailed design guidance begins on Page 68													
All Area Types								1-2 lanes, 12-14 ft	N/A	N/A	Not Allowed	None	None

EXPLANATION OF BICYCLE FACILITY TERMS (core designations from the El Paso Bike Plan)

CT	Cycle Track
BBL	Buffered Bike Lane (may also be designed as “protected bike lane” with physical barriers in the buffer area)
BL	Bike Lane
SB	Shoulder Bikeway

SUP	Shared Use Path: Minimum 10-foot, two-way shared bicycle and pedestrian facility separated from main traveled way
BB	Bicycle Boulevard
SSR	Signed Shared Roadway
MSSR	Marked and Signed Shared Roadway

EXPLANATION OF OTHER TERMS

TWLTL Two-way Left Turn Lane

4.3 MAJOR ARTERIALS

4.3.1 MAJOR ARTERIAL - COMPACT URBAN

The Compact Urban sections should have the slowest design speed (compared to the suburban and rural sections) to provide a better balance between pedestrians, vehicles, and bicyclists in walkable urban areas. Four travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. Medians may be allowed based on local access and driveway patterns, and interior travel lanes are narrowed to 10 feet. Any bicycle facilities

recommended in the El Paso Bike Plan shall be pursued, although in constrained rights-of-way design trade-offs approved by the City Manager or designee may allow for reduced facility dimensions. These streets will require flexibility in designing for the arterial function, as they are located in land use contexts not compatible with high-speed travel.

Although vehicle lanes (and their widths) remain high-priority design factors, they should not come at the expense of pedestrian safety or other concerns central to downtowns and traditional neighborhoods.

BASIC DESIGN FACTORS

MAJOR ARTERIAL COMPACT URBAN AREA TYPE

BASE ROW: 110 FEET

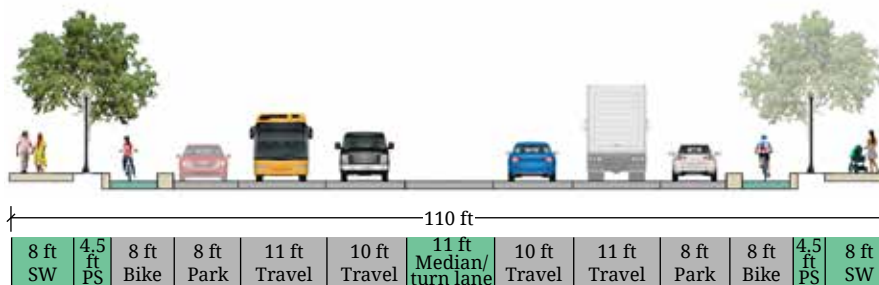
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	4-6 lanes depending on volumes and bicycle facilities or parking needs. 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians (except in G-1) preferred. Curb cuts should be restricted.	Allowed, should be retained when possible. Other lower-class roadway types may be more suitable	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Cycle Track or Buffered Bike Lane should always be used on designated routes. Constrained areas, buffer may be reduced or eliminated	8 ft
G-2 Traditional Neighborhood						8 ft
O-6 Potential Annexation & O-7 Urban Expansion	2-4 lanes, 10 ft-11 ft lanes	Medians	Depends on context. May be used in commercial areas		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	35,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings should not be needed along major arterials with a regular block spacing typical of (or desired for) Compact Urban area types. They may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 800 feet.
Curbside Management Concerns	On-street parking is generally allowed, though should be used with care, especially on any six-lane arterials or cases of right-of-way constraint. Curbside freight loading/unloading and rideshare/taxi pickup and drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MAJOR ARTERIAL COMPACT URBAN AREA TYPE 110 FT TOTAL ROW



Medians (except in G-1) are preferred means of access management, with space to allow turn lanes.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Parking is critical to include in commercial areas. For trade-offs, the number of lanes may be reconsidered, as major arterials in Compact Urban areas should not be carrying the bulk of regional traffic volumes.

Bicycle facilities shall be provided when designated in the El Paso Bike Plan, with protected facilities preferred. Dimensions are inclusive of gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Compact Urban area types, especially when parking or bike facilities are not included.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Compact Urban area types.

4.3.2 MAJOR ARTERIAL - DRIVABLE SUBURBAN

The Drivable Suburban section is similar to the existing permitted section. Four travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. The vehicular lanes are 10 or 11 ft in width, and medians are a preferred approach to access management.

Because bicycle facilities as recommended in the El Paso Bike Plan are not as crucial to Compact Urban Major Arterials, they should be given a higher priority in Drivable Suburban area types as they may be critically important routes for completing a bicycle network.

BASIC DESIGN FACTORS

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 112 FEET (6 LANE) / 92 FEET (4 LANE)

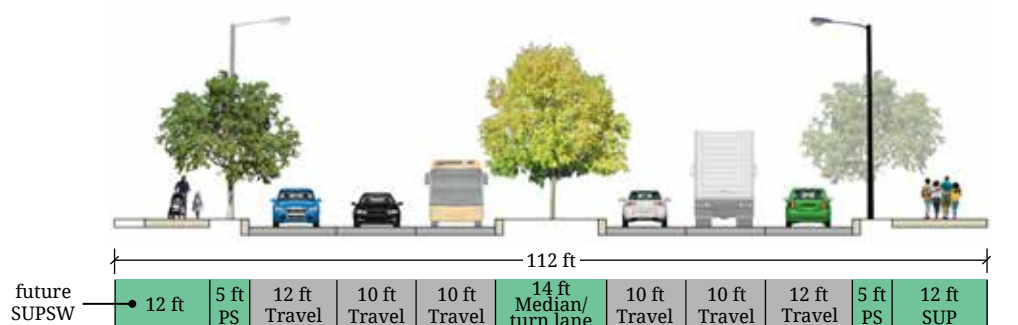
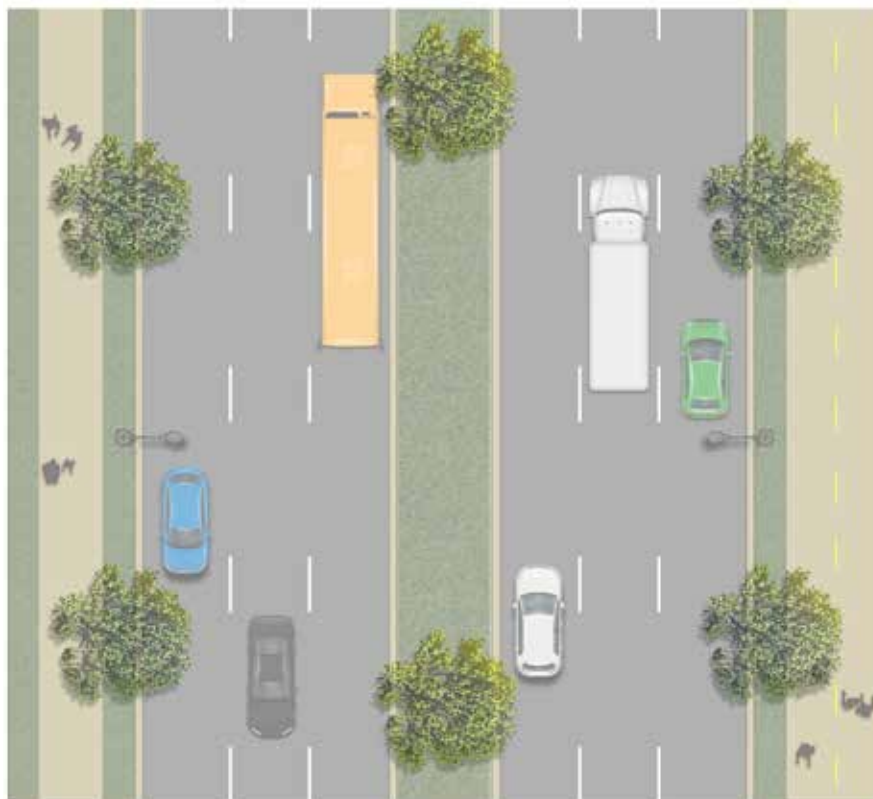
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	4-6 lanes depending on volumes, 10 ft-12 ft lanes. 10 ft lanes typ. for inner lanes; 12 ft lanes (incl. gutter) typ. for outer lanes on priority transit corridors and truck routes	Medians preferred; TWLTL may be used	Conditional depends on land use context. This is preferred for commercial locations with smaller parcel patterns	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	BBL, BL or SUP are appropriate to use, though in these area types any designated corridors should emphasize pedestrian and cyclist safety	12 ft SUP, 6 ft SW
G-4 Suburban						12 ft SUP, 6 ft SW
G-5 Independent City	4-6 lanes, 10 ft-12 ft	Medians		Planter strip ideal to provide	SUP/BBL/BL	6 ft
G-7 Industrial	4-6 lanes, 11 ft-12 ft	Medians or TWLTL	Low priority; may not be feasible due to other design factors	Sidewalks critical to preserve, other streetscape may be lesser priority	SUP/BBL/BL	6 ft
G-8 Fort Bliss Mixed Use	4-6 lanes, 11 ft-12 ft	Medians	Conditional, depending on land use context	Sidewalk	SUP/BBL/BL	6 ft
G-9 Fort Bliss Military	4-6 lanes, 11 ft-12 ft	Medians		Sidewalk	SUP/BBL/BL	6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	30,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes, due to a greater amount of expected mid-block turn activity.
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings are allowed between signalized intersections more than 1,000 feet apart.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 112 FT TOTAL ROW



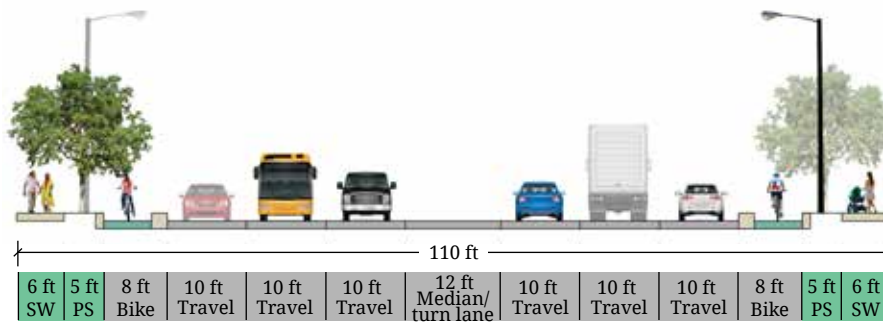
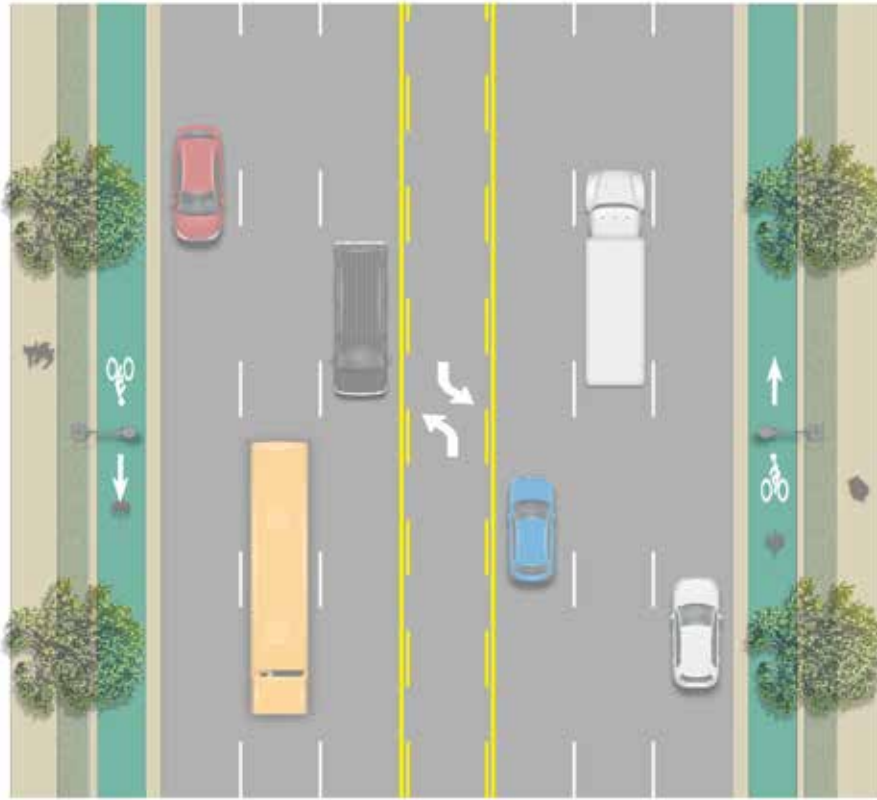
Median widths may be reduced to 11 ft in constrained conditions.

When existing or projected traffic volumes warrant added lanes, strive to keep overall lane widths tailored to context conditions of Compact Urban area types, designing for travel speeds appropriate to these areas. Outside travel lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas are all the more critical in roadways wider than four lanes, as constrained conditions may mean that parking or bicycle facilities are not added.

12 ft should be maintained on corridors planned for a shared use path (SUP) in the El Paso Bike Plan and/or to allow for future shared use path implementation. If no SUP is planned, wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban Area Types.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 110 FT TOTAL ROW



Medians are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

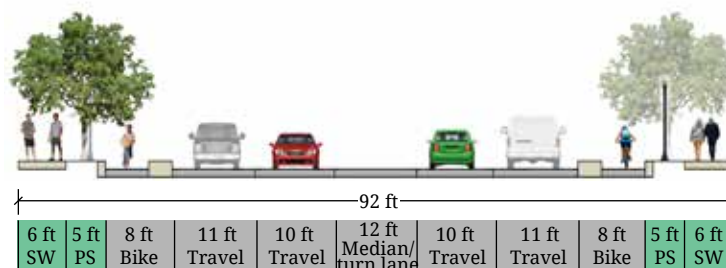
Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments).

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. Bike lane dimensions are inclusive of the gutter, but the gutter is not considered a rideable surface.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 92 FT TOTAL ROW



Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

Medians are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 11 ft outer lanes are preferred on major transit and truck route corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking in space constrained areas and in industrial land use contexts where curbside parking is a low priority. Bike lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Drivable Suburban area types, especially when parking or bike facilities are not included.

4.3.3 MAJOR ARTERIAL - RURAL

The Rural section provides two lanes, with an option to add two additional lanes if warranted by traffic demand. A wide swale provides separation between pedestrians, bicyclists, equestrians, and moving vehicles. Trees in swales are typically clustered organically.

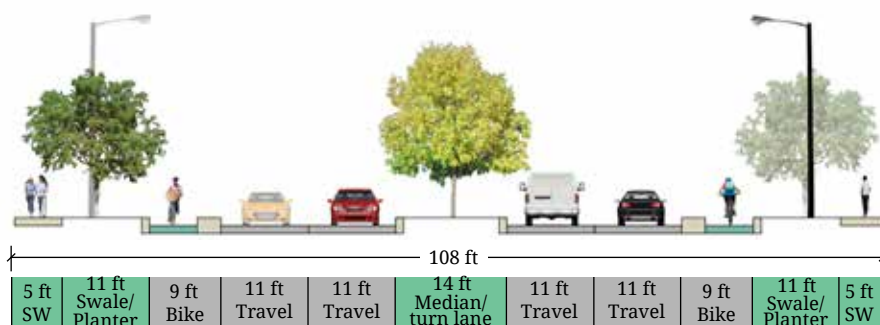
BASIC DESIGN FACTORS

MAJOR ARTERIAL RURAL AREA TYPE

BASE ROW: 108 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6 Rural Settlement	2-4 lanes, depending on traffic volumes. 11 ft lanes preferred, though 12 ft lanes may be used for particular needs such as truck routes	Medians	Not allowed	Sidewalk is critical, though separation from roadway is also desirable	Shared use path or Bike Lane, depending on overall driveway spacing and access patterns	5 ft sidewalk is critical to preserve in these areas
O-3 Agriculture	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Shoulder Bikeway	Not applicable
O-4 Military Reserve	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable
O-5 Remote	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable
O-6 Potential Annexation	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Bike Lanes or Bicycle Boulevard.	Not applicable

MAJOR ARTERIAL RURAL AREA TYPE 108 FT TOTAL ROW



Medians should be standard in rural sections, as access management principles should apply to new development.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 110 ft section shown here is a four-lane section. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. Bicycle lane dimensions include the gutter, but the gutter is not considered a rideable surface.

ROW accommodates swale drainage until future curb and gutter is constructed.

5 ft sidewalk is a high priority in Rural Settlement areas only; it is not required in other Plan El Paso area designations.

4.4 MINOR ARTERIALS

4.4.1 MINOR ARTERIAL - COMPACT URBAN

In the Compact Urban context, the denser street network allows minor arterials to have only two travel lanes. Vehicular lanes are reduced to 10 ft in width and sharrow markings are provided to slow the vehicular design speeds and provide a better balance between all modes of travel (vehicle, pedestrian, and bike). On-street parking produces further traffic calming, and provides a buffer between pedestrians and moving

vehicles. The street gutter pan should be located within the prescribed parking lane dimension.

Parallel parking should be allowed up to within 25 ft of the curb radius return at intersections. Where left turn lanes are needed, additional parking may be eliminated closest to intersections to provide needed width. Curb extensions at intersections are not recommended, as these can interfere with turning movements of emergency service and similar-sized vehicles.

Note: One travel lane each direction should be increased to 11 ft in width on transit streets.

BASIC DESIGN FACTORS

MINOR ARTERIAL COMPACT URBAN AREA TYPE

BASE ROW: 92 FEET

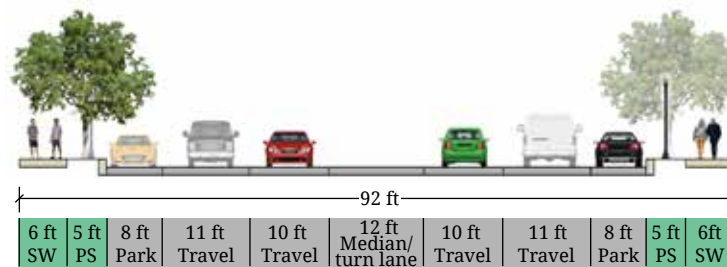
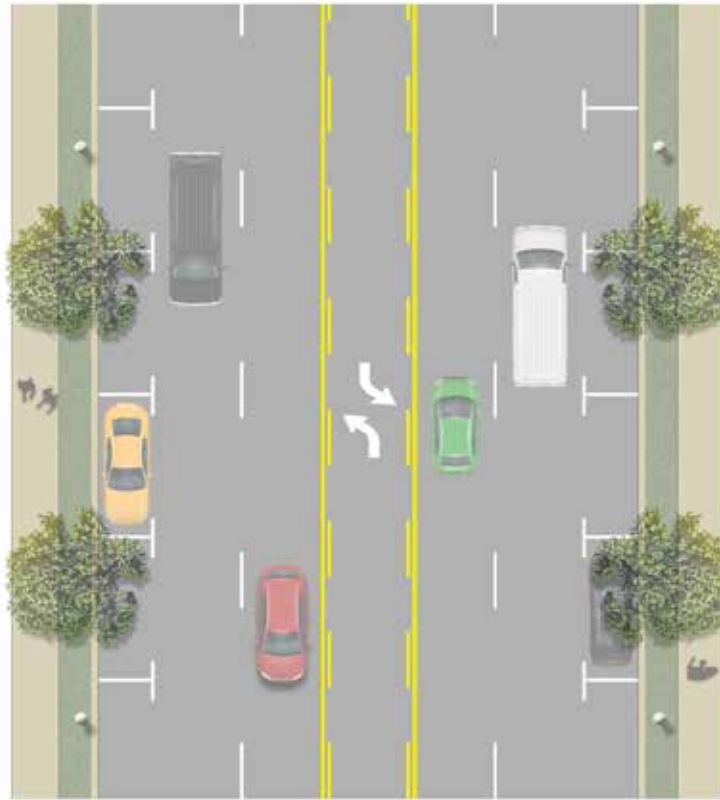
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	4-6 lanes depending on volumes. 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians (except G-1) preferred. Curb cuts should be restricted.	On-street parking is highly important in commercial land use contexts	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	CT or BBL should always be used on designated routes. In right-of-way constraints, buffer may be reduced or eliminated	8 ft minimum critical
G-2 Traditional Neighborhood						8 ft
O-7 Urban Expansion	4-6 lanes, 10 ft-11 ft lanes		Conditional		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	35,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes.
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 600 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off may be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MINOR ARTERIAL COMPACT URBAN AREA TYPE 92 FT TOTAL ROW



Wider sidewalks are desirable, but in trade-offs and constrained situations, 6ft minimum is critical to preserve in Drivable Suburban area types.

Medians (except in G-1) are a preferred means of access management, with space to allow turn lanes. Two-way left turn lanes may be used in existing conditions with frequent driveway spacing or where access management is difficult to implement.

Number of travel lanes should be determined by traffic volumes (or projected volumes from new major developments). 11ft outer lanes are preferred on major transit and truck route corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking in space constrained areas and in industrial land use contexts where curbside parking is a low priority. Parking and bike lane dimensions are inclusive of the gutter.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Drivable Suburban area types, especially when parking or bike facilities are not included.

4.4.2 MINOR ARTERIAL - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted minor arterial section. Two travel lanes are provided in the basic section, with an option to add two additional lanes if warranted by traffic demand. The vehicular lanes are 11 ft width in this auto-

dominant environment. The pedestrian realm is widened to enhance walking and biking opportunities. The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

BASIC DESIGN FACTORS

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 90 FEET (4 LANE) / 70 FEET (2 LANE)

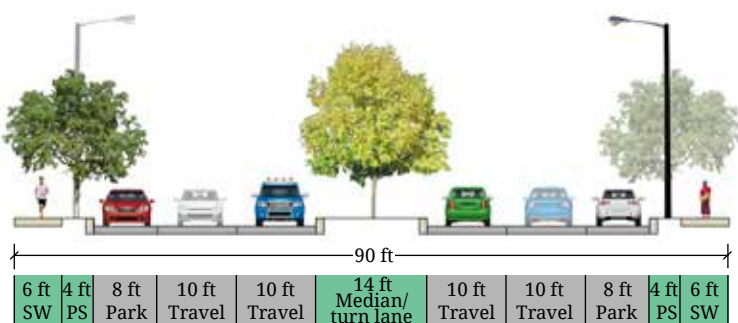
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2-4 lanes depending on volumes, 10-11 ft lanes. 10 ft lanes typ. for inner lanes; 11 ft lanes typ. for outer lanes on priority transit corridors and truck routes	Medians are preferred, though two-way left turn lanes may be used	Conditional depends on land use context. This is preferred for commercial locations with smaller parcel patterns	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	BBL, BL, or a SUP appropriate, though in these area types any designated corridors should emphasize pedestrian and cyclist safety	6 ft
G-4 Suburban						6 ft
G-5 Independent City	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Planter strip	SUP/BBL/BL	6 ft
G-7 Industrial	2-4 lanes, 10 ft-12 ft	Medians or TWLTL	Low priority; may not be feasible due to other design factors	Sidewalks critical to preserve, though other streetscape is a lesser priority	SUP/BBL/BL	6 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Sidewalk	SUP/BBL/BL	6 ft
G-9 Fort Bliss Military	2-4 lanes, 10 ft-12 ft	Medians	Conditional	Sidewalk	SUP/BBL/BL	6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	18,000 vehicles per day existing or projected volume (based on major development) to expand from two to four lanes.
Mid-Block Crossings and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 1,000 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas only. Freight and passenger pickup/drop-off should not be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 90 FT TOTAL ROW



Medians are preferred means of access management, with space to allow turn lanes.

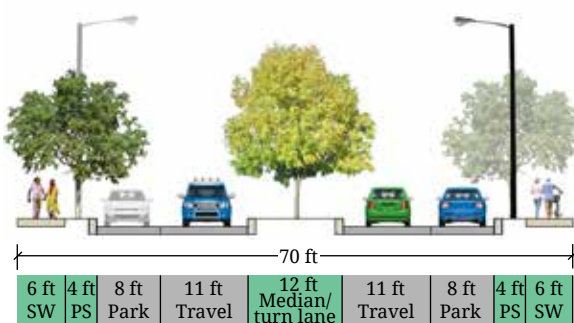
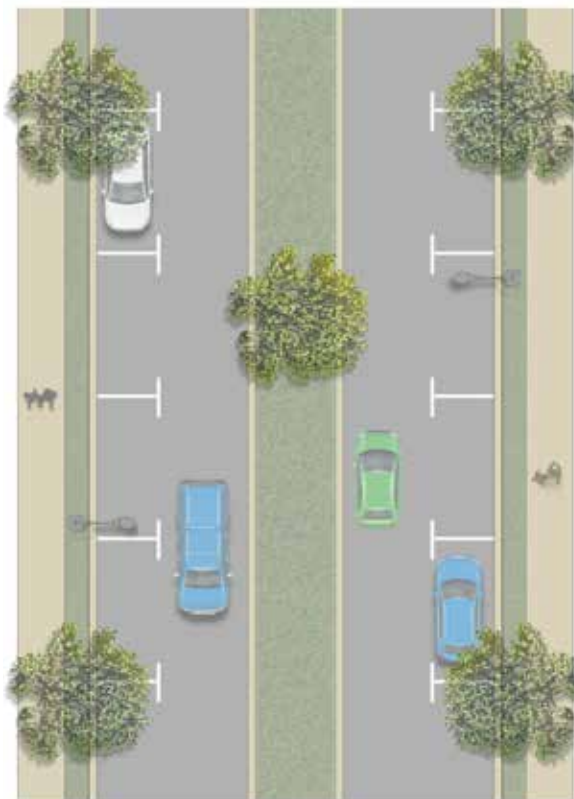
Travel lanes are the main priority of arterials, though in Drivable Suburban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking, though in space constraints these are less of a priority than ensuring the arterial function of the street and pedestrian safety.

Planter strips or hardscape areas allow street trees and critical separation of pedestrians and moving traffic in Compact Urban area types, especially when parking or bike facilities are not included.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

MINOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE 70 FT TOTAL ROW



Medians preferred, with space to allow turn lanes.

Travel lanes are the main priority of arterials, though in Drivable Suburban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors. **Inside travel lane dimensions exclude gutter, which is included in median dimensions.**

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking with no bike plan designation.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in Drivable Suburban area types.

4.4.3 MINOR ARTERIAL - RURAL

The Rural section provides two lanes, with an option to add two additional lanes if warranted by traffic demand. A wide swale provides separation between pedestrians, bicyclists, equestrians, and moving vehicles. Trees in swales are typically clustered organically.

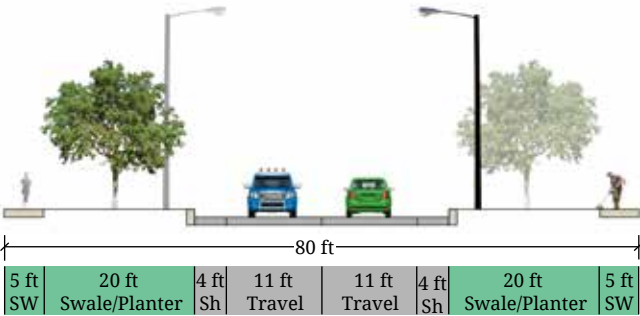
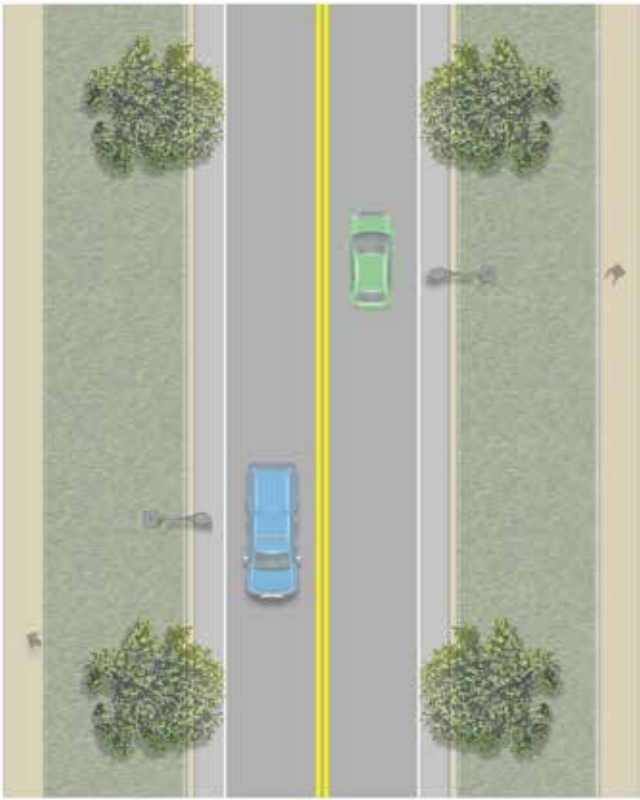
BASIC DESIGN FACTORS

MINOR ARTERIAL RURAL AREA TYPE

BASE ROW: 80 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6 Rural Settlement	2-4 lanes, depending on traffic volumes. 11 ft lanes preferred, though 12 ft lanes may be used for particular needs such as truck routes	Medians	Not allowed	Sidewalk	Shared use path or Bike Lane, depending on overall driveway spacing and access patterns	5 ft sidewalk is critical to preserve in these areas
O-3 Agriculture	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-4 Military Reserve	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-5 Remote	2-4 lanes, 12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable
O-6 Potential Annexation	2-4 lanes, 11-12 ft lane widths	Medians	Not allowed	None	Shared use path or Bike Lanes	Not applicable

MINOR ARTERIAL RURAL AREA TYPE
80 FT TOTAL ROW



Number of travel lanes should be determined by traffic volumes (or projected volumes from new major development). 80 ft ROW accommodates a 4-lane section should expansion be warranted.

If designated in bike plan, shoulders should be substituted for bike facilities, or space in swale dedicated to off-street/off-road facilities (such as sidepaths).

ROW accommodates swale drainage until future curb and gutter is constructed.

5 ft Sidewalk is a high priority in Rural Settlement areas only; it is not required in other Plan El Paso area designations.

4.5 COLLECTORS

4.5.1 COLLECTOR - COMPACT URBAN

In the Compact Urban context, Collectors may generally have narrower lanes, although these may still function as preferred routes for transit and should consider that when designing streets. Medians remain a preferred means of access management, as

they are with arterials, though these may be substituted with turn lanes as needed, including two-way left turn lanes on longer blocks.

BASIC DESIGN FACTORS

COLLECTOR COMPACT URBAN AREA TYPE

BASE ROW: 74 FEET

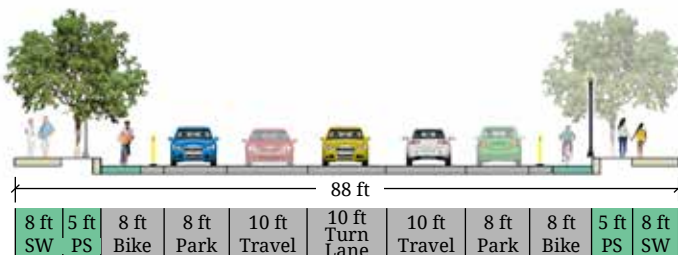
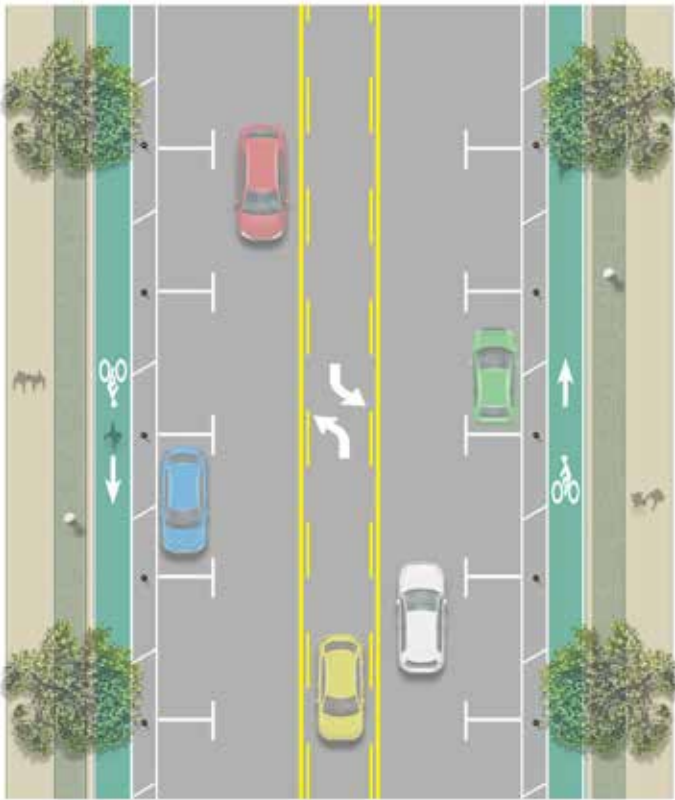
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	2-4 lanes depending on volumes, 10 ft inner lanes and 11 ft outer lanes (for transit vehicles)	Medians preferred for driving roadways. Two-way left turn lanes may be provided in areas with frequent existing driveways	Allowed	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Cycle Track or Buffered Bike Lane should always be used on designated routes. In right-of-way constraints, buffer may be reduced or eliminated	8 ft minimum is critical to meet
G-2 Traditional Neighborhood						8 ft
& O-7 Urban Expansion	2-4 lanes, 10 ft-11 ft lanes		Allowed		When planning for new routes, plan space for protected facilities	8 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	18,000 vehicles per day existing or projected volume (based on major development) to expand from four to six lanes.
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 800 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas, though is generally allowed. Freight and passenger loading areas may be designated.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

COLLECTOR COMPACT URBAN AREA TYPE 88 FT TOTAL ROW



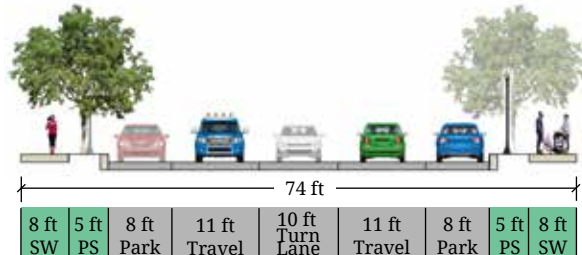
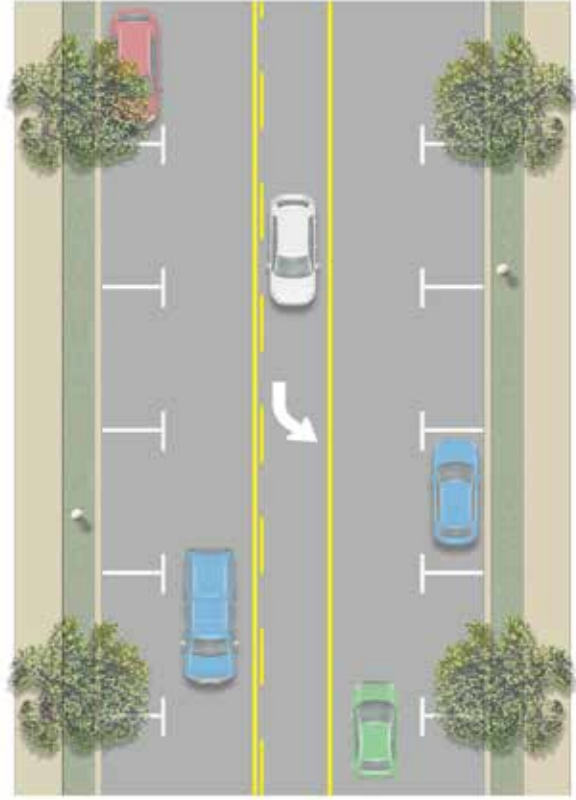
Turn lanes at intersections or along streets as needed.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors.

Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. This may be substituted for on-street parking with no bike plan designated, or as space allows with other needs, both may be used. Bike lane dimensions include the gutter, but the gutter is not considered a rideable surface..

Wider sidewalks are desirable, but in trade-offs and constrained situations, 8 ft minimum is critical to preserve in Compact Urban area types.

COLLECTOR COMPACT URBAN AREA TYPE 74 FT TOTAL ROW



Turn lanes at intersections or along street as needed.

Travel lanes are the main priority of arterials, though in Compact Urban area types 10 ft inner lanes may be used. 11 ft outer lanes should be designated on priority transit corridors.

Parking lane dimensions include the gutter. Depending on priorities, context and available right-of-way, bicycle facilities may be included in the Curbside Zone. Where designated in the El Paso Bike Plan, bicycle facilities should be included, with protected facilities preferred.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 8 ft minimum is critical to preserve in Compact Urban area types.

4.5.2 COLLECTOR - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted sections. The vehicular lanes are 11 feet wide in this auto-dominant environment. The pedestrian realm is widened to enhance walking and

biking opportunities. The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

Note: Travel lanes may be increased to 12-14 feet in width in industrial zones.

BASIC DESIGN FACTORS

COLLECTOR DRIVABLE SUBURBAN AREA TYPE

BASE ROW: 71 FEET (NON-RESIDENTIAL) / 58 FEET (RESIDENTIAL) / 62 FEET (INDUSTRIAL)

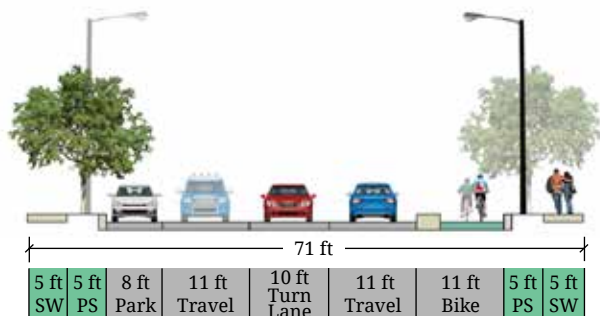
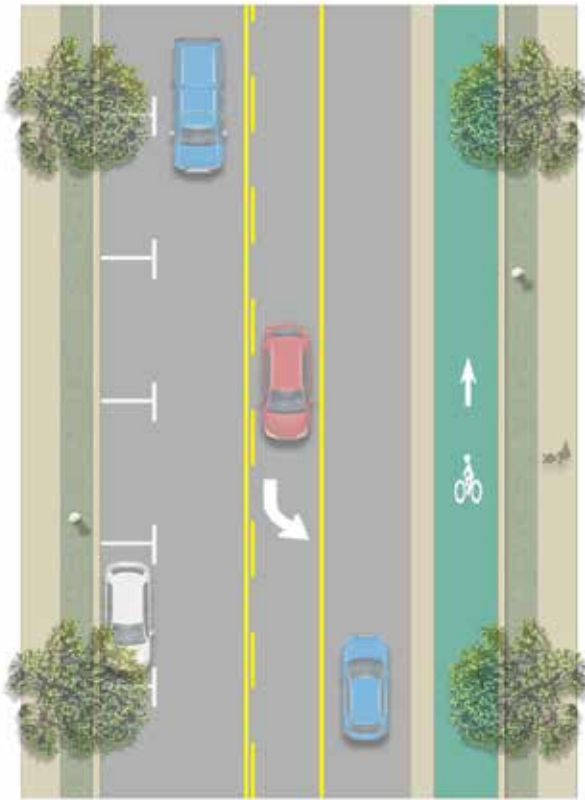
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2-4 lanes depending on volumes, 10-11 foot lanes. 11 foot lanes typ. in areas with transit, on-street parking or where bicycle facilities are designated. Protected facilities do not fit in constrained right-of-way	Medians or TWLTL with two travel lanes	Allowed, and preferred in commercial and residential areas without on-site parking or driveway access	Planter strips, which may be substituted with hardscape materials for special treatments such as bus stops	El Paso Bike Plan designations should be followed as collectors are a key network component to balance safety with connectivity of routes. Protected facilities preferred, but bicycle lanes may be used.	5 ft
G-4 Suburban						5 ft
G-5 Independent City	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Allowed	Planter strip	Bike Lanes or Sidepaths	5 ft
G-7 Industrial	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Allowed	Sidewalks critical to preserve; other streetscape is a lesser priority	Bike Lanes or Sidepaths	5 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, depending on traffic volumes. 10-11 foot lane widths may be used	Medians or TWLTL	Conditional, based on land use context	Sidewalk	Bike Lanes or Sidepaths	5 ft
G-9 Fort Bliss Military		Medians or TWLTL	Not allowed	Sidewalk	Bike Lanes or Sidepaths	5 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Traffic Volume Threshold for Added Lanes	Two lanes for volumes less than or equal to 18,000 vehicles per day; Four lanes for volumes greater than 18,000 vehicles per day; Collectors in Drivable Suburban area types should not need to be expanded beyond four lanes.
Mid-Block Crossings ¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 1,000 feet.
Curbside Management Concerns	On-street parking should be focused on commercial or multi-family areas, though is generally allowed. Freight and passenger loading may happen freely without a need for designated areas.
Transit Vehicle Design and Needs	Transit routes may designate stops in curbside lanes. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

NON-RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 71 FT TOTAL ROW



Bike lane dimensions include the gutter. One way cycle track shown.

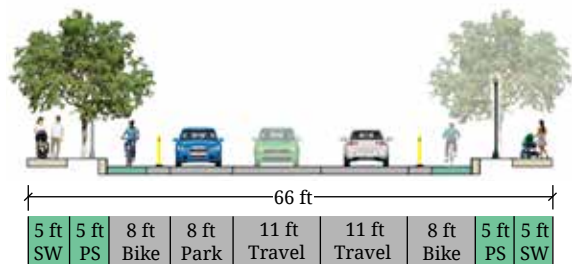
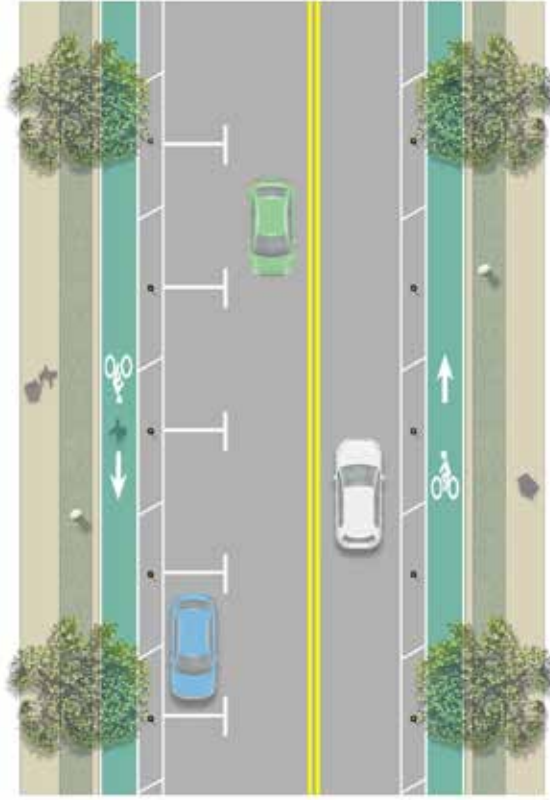
Turn lanes at intersections or along street as needed.

11 foot travel lanes recommended adjacent to narrow on-street parking spaces; may reduce to 10 foot in constrained conditions.

Parking lane dimensions include the gutter. Bicycle facilities should be included when designated in the El Paso Bike Plan, with protected facilities preferred. As shown in this cross-section illustration, both parking and bikes are accommodated on separate sides of the street using a two-way cycle track.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 foot minimum is critical to preserve in Drivable Suburban area types.

RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 66 FT TOTAL ROW



Bike lane dimensions include the gutter.

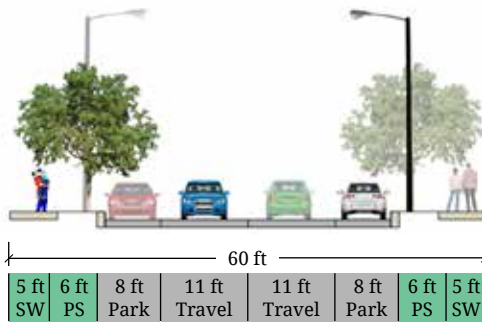
11 foot travel lanes recommended adjacent to narrow on-street parking spaces; may reduce to 10 foot in constrained conditions.

On-street parking may be important in neighborhood contexts where properties directly access arterials. This should be balanced with land development regulations and the permission of driveway curb cuts to ensure adequate curbside for allowing on-street parking. Parking lane dimensions include the gutter.

Streets with lower speeds and volumes, bike lanes or bicycle boulevards may be used as recommended in the El Paso Bike Plan.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 foot minimum is critical to preserve in Drivable Suburban area types.

RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE
60 FT TOTAL ROW

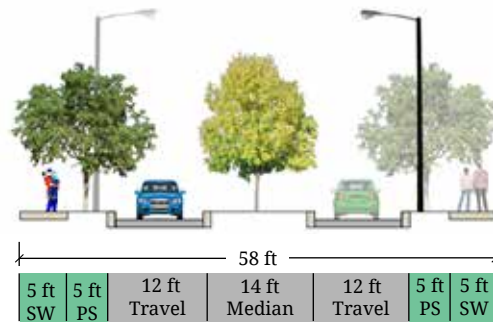


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses such that they protrude from their design dimensions.

On-street parking is an important component of commercial land use contexts, though less of a priority in Drivable Suburban area types than in Compact Urban areas types. It may be substituted for bicycle facilities as recommended in the El Paso Bike Plan. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE
58 FT TOTAL ROW

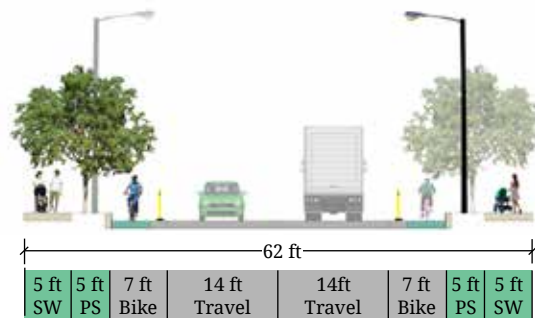


Medians are preferred means of access management, with space to allow turn lanes. Dimensions include gutter on both sides.

Travel lane dimensions include outside gutter; median gutters are included in median dimensions.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

INDUSTRIAL COLLECTOR DRIVABLE SUBURBAN AREA TYPE 62 FT TOTAL ROW



62 ft							
5 ft	5 ft	7 ft	14 ft	14 ft	7 ft	5 ft	5 ft
SW	PS	Bike	Travel	Travel	Bike	PS	SW

Bike lane dimensions include the gutter.

14 foot travel lanes accommodate industrial vehicles and prevent damage to buffer areas adjacent to bike lanes/cycle tracks or vehicular trespass into unprotected bike lanes.

Bike facilities should be used to complete the bike network as recommended in the El Paso Bike Plan.

Wider sidewalks are preferred, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in Drivable Suburban area types.

4.5.3 COLLECTOR - RURAL

The vehicular lanes are 11-12 feet wide in this auto-dominant rural environment. Paved shoulders are 6 feet wide to accommodate bicycle mobility as necessary per the El Paso Bike Plan. The pedestrian realm is available in two configurations: one 12 ft shared use path on one side of the street accommodating all pedestrian movement and other appropriate modes, or; 6 ft sidewalks on either side of the street. On-street bicycle facilities are

accommodated by either shoulder bikeways or bike lanes. Streets are curbless and stormwater is managed by drainage swales.

BASIC DESIGN FACTORS

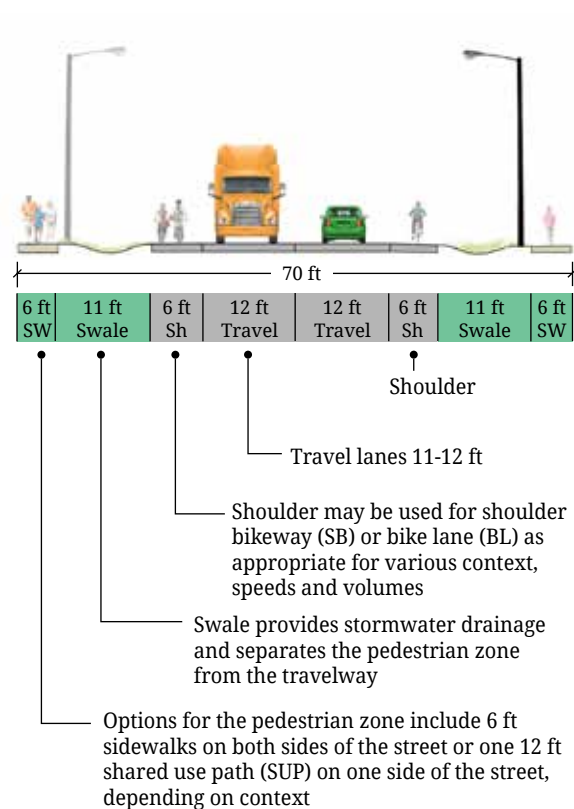
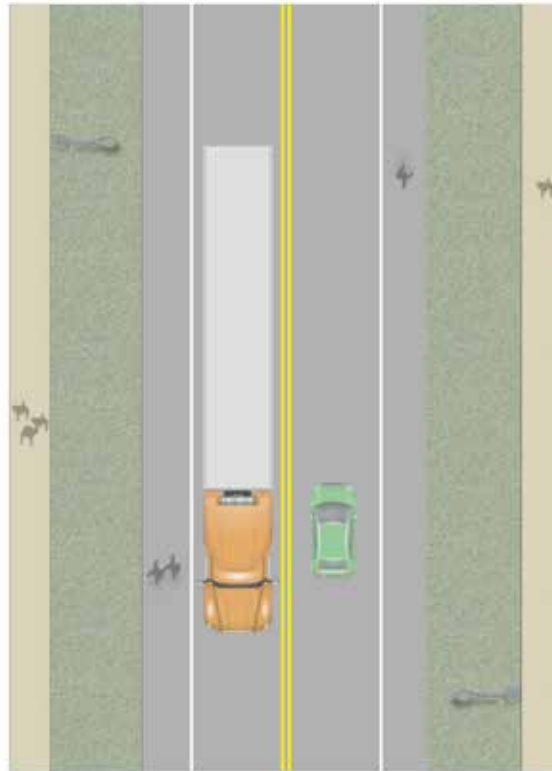
COLLECTOR RURAL AREA TYPE

BASE ROW: 70 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6, Rural Settlement	2 lanes, 11-12 ft	N/A	Not Allowed	SUP or Sidewalk	BL, SB	6 ft
Open Space Sectors O-3, O-4, O-5, O-6	2 lanes, 11-12 ft	N/A	Not Allowed	None	SB	N/A

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

COLLECTOR RURAL AREA TYPE 70 FT TOTAL ROW



4.6 LOCAL STREETS

4.6.1 LOCAL - COMPACT URBAN

In the Compact Urban context, vehicular lanes are reduced to ten feet in width and sharrow markings are provided to slow the vehicular design speeds and provide a better balance between all modes of travel (vehicle, pedestrian, and bike). Nine foot wide travel lanes may be permitted within blocks 400 feet long or less and on streets without on-street parking so long as a 20 foot cleared travelway is maintained for fire access.

On-street parking produces further traffic calming, and provides a buffer between pedestrians and moving vehicles. The street gutter pan should be located within the prescribed parking lane dimension. Parallel parking should be allowed up to within 25 ft of the curb radius return at intersections. Where left turn lanes are needed, additional parking may be eliminated closest to intersections to provide needed width.

BASIC DESIGN FACTORS

LOCAL COMPACT URBAN AREA TYPE

BASE ROW: 62 FEET (NON-RESIDENTIAL) / 60 FEET (RESIDENTIAL)

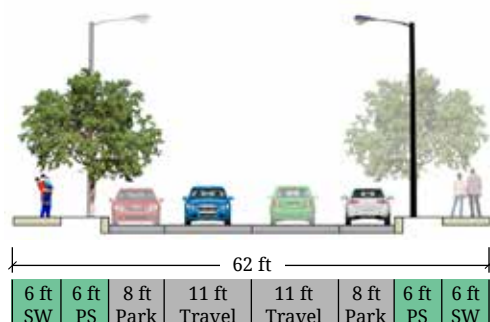
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/ Widths	Medians/Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-1 Downtown	2 lanes; 10 or 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Medians and other dividers not applicable, though land development regulations should limit curb cuts	Allowed. Parking is important in commercial land use contexts and should be prioritized	Planter strip, which may be substituted for hardscape treatment. The separation from sidewalk to travel lanes is important for pedestrian safety in these areas	Bicycle lane or bicycle boulevard	6 ft minimum is critical to meet.
G-2 Traditional Neighborhood						6 ft
O-7 Urban Expansion	2-4 lanes, 10-11 ft lanes		Allowed			6 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Mid-Block Crossings¹ and Other Pedestrian Enhancements	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 500 feet.
Curbside Management Concerns	On-street parking allowed, and freight and passenger loading areas may be designated. In areas where on-street parking is not regulated, freight and passenger loading may occur freely.
Transit Vehicle Design and Needs	Transit routes are less likely to follow local streets, but in the event of the preferred transit alignment that would utilize particular local streets, adequate curbside areas should be provided for passenger waiting and loading. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

NON-RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE 62 FT TOTAL ROW

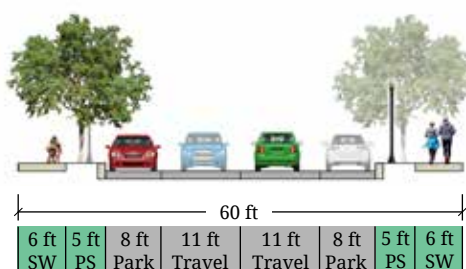
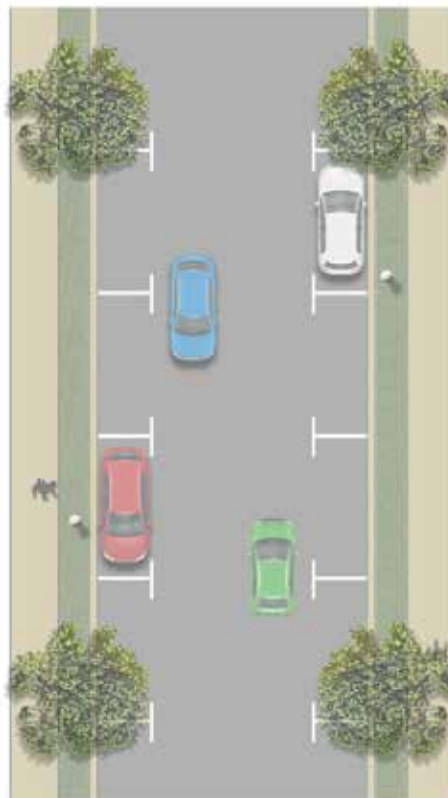


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

On-street parking is a critical component of commercial land uses contexts, especially on local streets. This should be regarded as a general curbside auxiliary use in these areas, which can also support freight deliveries, passenger pickup and drop-off, and other uses such as dockless bicycle stations. Parking lane dimension includes the gutter. Bike lanes may replace parking lanes depending on priority.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in non-residential areas of Compact Urban area types.

RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE 60 FT TOTAL ROW



Travel lane widths may be reduced to 9 feet depending on context, though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

Residential areas of Compact Urban area types tend to rely on street parking more than in suburban neighborhoods and it is important to keep this as a part of designs. However, in constrained conditions, it may be limited to a single side, or drive lanes narrowed as per current DSC street sections. Parking lane dimension includes gutter. Bike lanes may replace parking lanes depending on priority.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 6 ft minimum is critical to preserve in non-residential areas of Compact Urban area types.

4.6.2 LOCAL - DRIVABLE SUBURBAN

The Suburban section is the most similar to the existing permitted sections. Bicyclists and vehicles may share the travel lanes in the local street setting.

The tree-lined parkway provides separation between pedestrians, bicyclists, and moving vehicles.

Note: Travel lanes may be increased to 12 ft width in industrial zones.

BASIC DESIGN FACTORS

LOCAL DRIVEABLE SUBURBAN AREA TYPE

BASE ROW: 60 FEET (NON-RESIDENTIAL)/ 48 FEET (RESIDENTIAL)

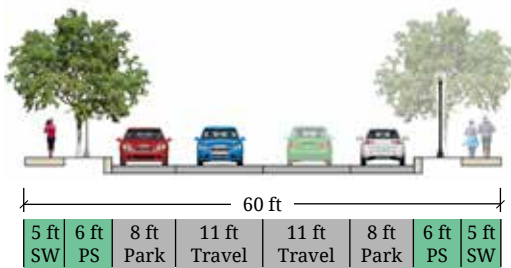
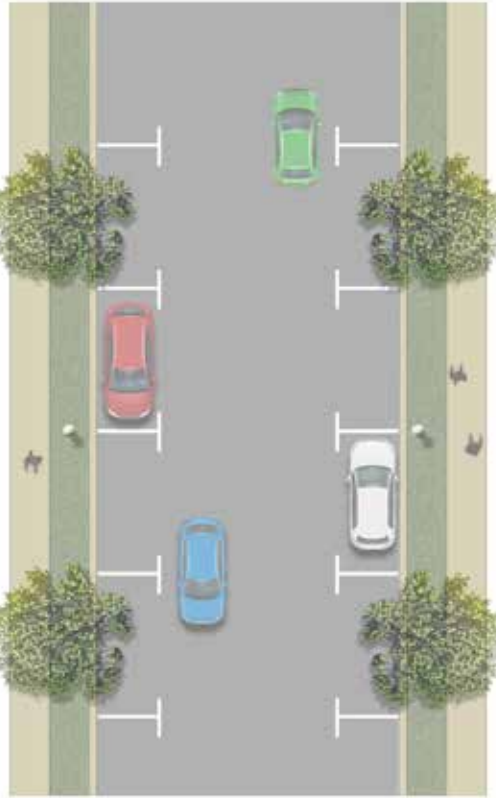
Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/Access	On-Street Parking Priority	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-3 Post-War	2 lanes; 9 to 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Not Applicable	Allowed, and preferred in commercial and residential areas without on-site parking or driveway access	Planter strip, which may be substituted with hardscape materials for special treatments such as bus stops	El Paso Bike Plan designations shall be followed, though bicycle lanes or bicycle boulevards area appropriate if other design factors control speeds	5 ft
G-4 Suburban		Not Applicable				5 ft
G-5 Independent City	2 lanes; 9 to 11 feet depending on land use context. Commercial and mixed-use streets may use 11 ft lane widths	Not Applicable	Allowed		Bike Lanes or Bicycle Boulevard	5 ft
G-7 Industrial	2 lanes. May use lane widths of up to 14 ft	Not Applicable	Allowed		Bike Lanes or Bicycle Boulevard	5 ft
G-8 Fort Bliss Mixed Use	2-4 lanes, depending on traffic volumes. 9 to 11 ft lane widths may be used	Not Applicable	Conditional, based on land use context	Sidewalk	Bike Lanes or Bicycle Boulevard	5 ft
G-9 Fort Bliss Military		Not Applicable	Not Allowed	Sidewalk	Bike Lanes or Bicycle Boulevard	5 ft

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

Other Thoroughfare Design Factors	
Mid-Block Crossings¹	Mid-block crossings may be allowed when block lengths (or the spacing between otherwise protected pedestrian crossings) exceeds 500 feet.
Curbside Management Concerns	On-street parking allowed, and freight and passenger loading areas may be designated. In areas where on-street parking is not regulated freight and passenger loading may occur freely.
Transit Vehicle Design and Needs	Transit routes are less likely to follow local streets, but in the event of preferred transit alignments that would utilize particular local streets, adequate curbside areas should be provided for passenger waiting and loading. Generally, 62 feet and 95 feet of curbside length should be reserved at stops for standard transit bus and Brio transit bus vehicle needs respectively.

Note 1: Mid-block crossings shall be determined by engineering studies/judgment not just define spacing, provided sources and defined regular block spacing.

NON-RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE 60 FT TOTAL ROW

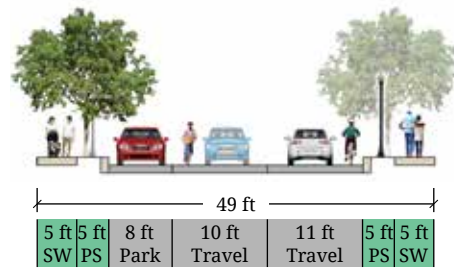
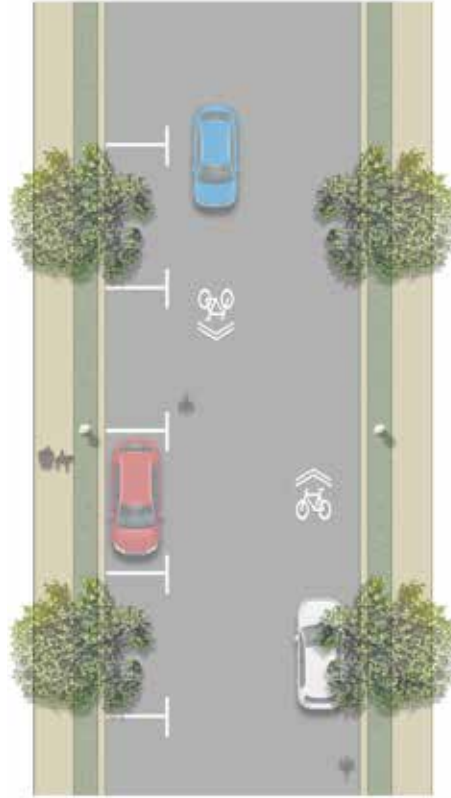


Travel lane widths may be reduced though care should be taken adjacent to parking and other auxiliary uses that may operate such that they protrude from their design dimensions.

On-street parking is an important component of commercial land use contexts, though less of a priority in Drivable Suburban area types than in Compact Urban area types. It may be substituted for bicycle facilities as recommended in the El Paso Bike Plan. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE 49 FT TOTAL ROW



Travel lane widths should generally remain narrow to control speeds on these streets, though treatments such as bicycle boulevards may use wider lanes to allow flexibility for cyclists navigating on-street parking and allowing vehicles to pass cyclists safely. Travel lane dimension includes the gutter. Lane widths may be reduced to 9 feet depending on context.

On-street parking is allowed in Drivable Suburban area types but may be less likely to serve a critical need based on land use patterns and driveways. Parking lane dimension includes the gutter.

Wider sidewalks are desirable, but in trade-offs and constrained situations, 5 ft minimum is critical to preserve in non-residential areas of Drivable Suburban area types.

RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE - NO PARKING
48 FT TOTAL ROW



48 ft					
5 ft	8 ft	11 ft	11 ft	8 ft	5 ft
SW	PS	Travel	Travel	PS	SW

Travel lane widths should remain narrow along neighborhood streets to encourage slow moving traffic. Travel lane dimension includes the gutter. Lane widths may be reduced to 9 feet, depending on context.

A more generous 8 foot planting strip may be more appropriate in Drivable Suburban area types. 6 foot is minimum for health of trees.

Minimum sidewalk width is 5 feet

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4.6.3 LOCAL - RURAL

The vehicular lanes are 10-11 feet wide in this auto-dominant rural environment. The pedestrian realm is available in two configurations: one 10 ft shared use path on one side of the street accommodating all pedestrian movement and other appropriate modes, or; 5 foot sidewalks on either side of the street. Streets are curbless and stormwater is managed by drainage swales.

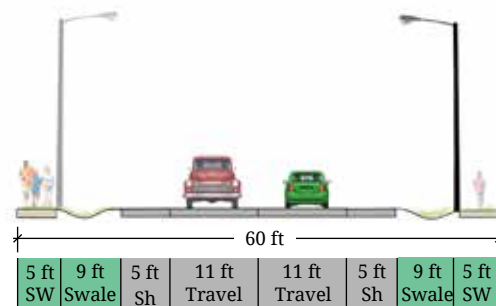
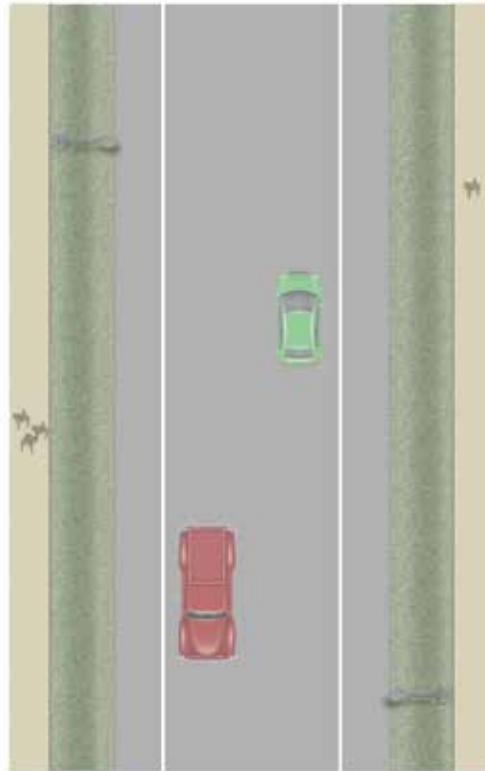
BASIC DESIGN FACTORS LOCAL RURAL AREA TYPE

BASE ROW: 60 FEET

Thoroughfare Cross-Section Design Factors and Priorities						
	Typical Lanes/Widths	Medians/ Access	On-Street Parking	Streetscape Elements	El Paso Bike Plan Bike Facilities	Min. Sidewalk Width
G-6, Rural Settlement	2 lanes, 10-11 ft	N/A	Allowed	SUP or Sidewalk	N/A	5 ft
Open Space Sectors O-3, O-4, O-5, O-6	2 lanes, 10-11 ft	N/A	Not Allowed	None	N/A	N/A

The above design factors and priorities may be applied in O-6 Potential Annexation as necessary with future annexations.

LOCAL RURAL AREA TYPE 60 FT TOTAL ROW



Shoulder

Travel lanes 11-12 ft

Shoulder may be used for shoulder bikeway (SB) or bike lane (BL) as appropriate for various context, speeds and volumes

Swale provides stormwater drainage and separates the pedestrian zone from the travelway

Options for the pedestrian zone include 5 ft sidewalks on both sides of the street or one 10 ft shared use path (SUP) on one side of the street, depending on context

4.7 BICYCLE FACILITIES

4.7.1 BICYCLE FACILITIES - GENERALLY

Bicycle facilities are required in accordance with the adopted City of El Paso Bike Plan. The design standards presented herein follow the technical and dimensional standards of the NACTO Urban Bikeway Design Guide.

The type of facilities required are specified in the El Paso Bike Plan Appendix B: Bike Network Atlas. For developments and thoroughfares not specified in the adopted bike plan facilities shall be provided in accordance with the contextual guidance in Chapter 3 of this manual.

4.7.2 DEDICATION REQUIRED

Additional right-of-way dedication shall be made to accommodate required bicycle facilities. The additional width is calculated from the design requirements in this section and added to the typical right-of-way widths for all thoroughfare classifications when required.

4.7.3 CONTINUITY OF EXISTING FACILITIES

For new developments, bicycle facilities on thoroughfares adjacent to existing developments shall maintain continuity of the existing adjacent facilities. Deviation from these standards is permitted if connection to an existing bicycle facility is proposed and the new bicycle facility meets or exceeds the design standard of the existing facility.

4.7.4 BICYCLE BOULEVARDS

Bicycle boulevards streets with low motorized traffic volumes and speeds, designated and designed to give bicycle and pedestrian travel priority. Bicycle boulevards use signs, pavement markings, and traffic-calming measures to discourage through trips by motor vehicles, while accommodating local access. These facilities provide people of all ages and abilities with comfortable and attractive places to walk and ride a bicycle. Intersection crossing treatments (particularly at arterial crossings) are used to create safer, more comfortable, and convenient bicycle- and pedestrian-optimized streets. People riding bicycles should feel comfortable bicycling two abreast or “conversation riding” while traveling on a neighborhood greenway.



FIGURE 4.7.4 BICYCLE BOULEVARD DESIGN STANDARDS ILLUSTRATED

Figure 4.7.4 illustrates some of the required design standards for Bicycle Boulevards. The numbered call-outs on the image correspond to the required design standards of section 4.7.4 of this document.

Bicycle Boulevards shall meet the following design standards:

1. Bicycle wayfinding signage and pavement markings shall be included on bicycle boulevards. Pavement markings and identification/wayfinding signs provide a strong visual identity for the street and designate the corridor as a bicycle route.
2. Where the bicycle boulevard turns or jogs onto another street, signs and/or markings shall be provided to indicate how users can remain on the route.
3. Center line stripes (if present) shall be removed or not repainted, except for short sections on intersection approaches that have a stop line or traffic circle. Drivers have an easier time passing bicyclists on roads that do not have centerline stripes. If vehicles cannot easily pass each other using the full width of the street, it is likely that there is too much traffic for the street to be a successful bicycle boulevard.
4. Pavement markings shall be large enough to be visible to all road users; 112 inches by 40 inches (the standard size of a shared lane marking) is the minimum recommended size.
5. Decision and turn signs shall include destinations with arrows and distance and/or bicycling times. Bicycling time should assume a typical speed of 10 mph.
6. Advanced crossing warning signs such as MUTCD sign W11-1 (bicycle crossing; may be supplemented with AHEAD plaque) should be placed on intersecting streets with more than 5,000 vpd. A non-standard sign using the coloration and style of other bicycle boulevard signs may be used with an arrow showing bi-directional cross traffic.
7. On narrow local streets where it can be difficult for cars traveling in opposite directions to pass, pavement markings shall be applied in closer intervals near the center of the travel lane, as determined by the City Traffic Engineer.
8. Signs may differ from those outlined in the MUTCD to highlight or brand the bicycle boulevard network. If used, signs



Image credit: NACTO (National Association of City Transportation Officials), nacto@nacto.org

shall be consistent in content, design, and intent; colors reserved by the MUTCD Section 1A.12 for regulatory and warning road signs (red, yellow, orange, etc.) are not recommended. Green, blue and purple are commonly used.

9. Confirmation signs may include destinations and distance and/or bicycling times.
10. To minimize sign clutter, a bicycle symbol may be placed on a standard street name sign, along with distinctive coloration.
11. Either shared lane markings or non-standard markings may be used along bicycle boulevards.
12. On particularly narrow streets (approximately 25 feet wide with parking), shared lane marking stencils may be placed either in the center of the lane facing each other, or with the bicycle marking in the center of the roadway and two sets of chevrons offset 1 foot in each direction or travel.
13. For wayfinding purposes, the orientation of the chevron marking at offset intersections may be adjusted to direct bicyclists along discontinuous routes. Alternately, an arrow may be used with the chevrons to indicate the direction of the turn.
14. On-street parking spaces may be delineated with paint or other materials to clearly indicate where a vehicle should be parked and to discourage motorists from parking their vehicles too far into the adjacent travel lane.

4.7.5 BIKE ROUTE - SIGNED & MARKED AND SIGNED SHARED

On shared streets, bicyclists and motor vehicles use the same roadway space. Signed shared roadways use guide signs and warning signs to provide wayfinding information to people riding bicycles and to alert people driving motor vehicles to be aware and respectful of other road users. Signed shared roadways are often installed on streets that have considerable constraints prohibiting a more substantial bikeway type, but are essential for addressing a gap in the bikeway network or serving as the final leg of a bicycle route on a low-volume, low-speed roadway. The shared lane marking is a pavement marking with a variety of uses to support a complete bikeway network; it is not a facility type and should not be considered a substitute for bike lanes, cycle tracks, or other separation treatments where these types of facilities are otherwise warranted or space permits.

A marked and signed shared roadway builds on the basic signed shared roadway described above by incorporating shared lane markings (sharrows). Sharrows are road markings used to indicate a shared lane environment for bicycles and automobiles. Sharrows remind drivers of bicycle traffic on the street and recommend proper bicyclist positioning within the travel lane.

Bike routes shall meet the following design standards:

1. The Shared Lane Marking in use within the United States is the bike-and-chevron “sharrow,” illustrated in MUTCD figure 9C-9.
2. Shared Lane Markings shall not be used on shoulders, in designated bicycle lanes, or to designate bicycle detection at signalized intersections. (MUTCD 9C.07 03)

3. Frequent, visible placement of markings is essential. The number of markings along a street should correspond to the difficulty bicyclists experience taking the proper travel path or position. SLMs used to bridge discontinuous bicycle facilities or along busier streets should be placed more frequently (50 to 100 feet) than along low traffic bicycle routes (up to 250 feet or more). SLMs used along low volume routes can be staggered by direction to provide markings closer together.
4. Lateral placement is critical to encourage riders to avoid the “door zone” and to encourage safe passing behavior. MUTCD guidance recommends minimum placement when a parking lane is present at 11 feet from the curb face.
5. If on-street vehicle parking is not present, SLMs should be placed far enough from the curb to direct bicyclists away from gutters, seams, and other obstacles. On streets with posted 25 mph speeds or slower, preferred placement is in the center of the travel lane to minimize wear and encourage bicyclists to occupy the full travel lane. MUTCD guidance recommends minimum placement with no parking at 4 feet from the curb face.
6. On streets with posted 25 mph speeds or slower, preferred placement is in the center of the travel lane to minimize wear and encourage bicyclists to occupy the full travel lane.
7. On streets with posted 35 mph speeds or faster and motor vehicle volumes higher than 3,000 vpd shared lane markings are not a preferred treatment. On these streets other bikeway types are preferred.

For wayfinding purposes the orientation of the chevron marking may be adjusted to direct bicyclists along discontinuous routes.

8. Color may be used to enhance the visibility of the shared lane marking and to further encourage desired lane positioning.
9. Dotted line markings may accompany the shared lane marking to further encourage desired lane positioning.

4.7.6 CONVENTIONAL BIKE LANES

Bicycle lanes designate an exclusive space for bicyclists with pavement markings and signage. The bicycle lane is located adjacent to motor vehicle travel lanes and bicyclists ride in the same direction as motor vehicle traffic. Bicycle lanes are typically on the right side of the street (on a two-way street), between the adjacent travel lane and curb, road edge or parking lane.

Conventional Bike Lanes shall meet the following design standards:

1. The desirable dimensions should be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions.
2. The desirable bike lane width adjacent to a curbface is 6 feet. The minimum rideable surface adjacent to a street edge or longitudinal joint is 3 feet.
3. When placed adjacent to a parking lane, the desired reach from the curb face to the edge of the bike lane (including the parking lane, bike lane, and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at

least 5 feet wide, unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width.

4. The minimum bike lane width adjacent

to a guardrail or other physical barrier is 2 feet wider than otherwise in order to provide a minimum shy distance from the barrier.

5. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3)



Image credit: NACTO (National Association of City Transportation Officials)

FIGURE 4.7.6 CONVENTIONAL BIKE LANE DESIGN STANDARDS ILLUSTRATED

Figure 4.7.6 illustrates some of the required design standards for conventional bike lanes. The numbered call-outs on the image correspond to the required design standards of section 4.7.6 of this document.

shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.

6. Bike lane word, symbol, and/or arrow markings (MUTCD Figure 9C-3) shall be placed outside of the motor vehicle tread path at intersections, driveways, and merging areas in order to minimize wear from the motor vehicle path.
7. A solid 6" white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane.
8. A through bike lane shall not be positioned to the right of a right turn only lane or to the left of a left turn only lane (MUTCD 9C.04). A bike lane may be positioned to the right of a right turn only lane if split-phase signal timing is used.
9. When placed adjacent to parking, a solid white line marking of 4 inch width shall be used between the parking lane and the bike lane to minimize encroachment of parked cars into the bike lane.
10. Gutter seams, drainage inlets, and utility covers should be flush with the ground and oriented to prevent conflicts with bicycle tires.
11. If sufficient space exists, separation should be provided between bike lane striping and parking boundary markings to reduce door zone conflicts. Providing a wide parking lane may offer similar benefits.
12. If sufficient space exists and increased separation from motor vehicle travel is desired, a travel side buffer should be used.
13. Lane striping should be dashed through

high traffic merging areas.

4.7.7 BUFFERED BIKE LANES

Buffered bicycle lanes are conventional bicycle lanes paired with a designated buffer space, separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. A buffered bicycle lane could potentially be converted to a cycle track.

Buffered Bike Lanes shall meet the following design standards:

1. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
2. The buffer shall be marked with 2 solid white lines. White lines on both edges of the buffer space indicate lanes where crossing is discouraged, though not prohibited. For clarity, consider dashing the buffer boundary where cars are expected to cross at driveways.
3. Buffers shall be at least 18 inches wide and located on both the travel side and parking side of the bike lane. The buffer area shall have interior diagonal cross hatching or chevron markings if 3 feet in width or wider.
4. If used, interior diagonal cross hatching should consist of 4" lines angled at 30 to 45 degrees and striped at intervals of 10 to 40 feet. Increased striping frequency may increase motorist compliance.
5. The combined width of the buffer(s) and bike lane should be considered "bike lane width" with respect to guidance given in other documents that don't recognize the existence of buffers. Where buffers

FIGURE 4.7.7 BUFFERED BIKE LANE DESIGN STANDARDS ILLUSTRATED

Figure 4.7.7 illustrates some of the required design standards for buffered bike lanes. The numbered call-outs on the image correspond to the required design standards of section 4.7.7 of this document.

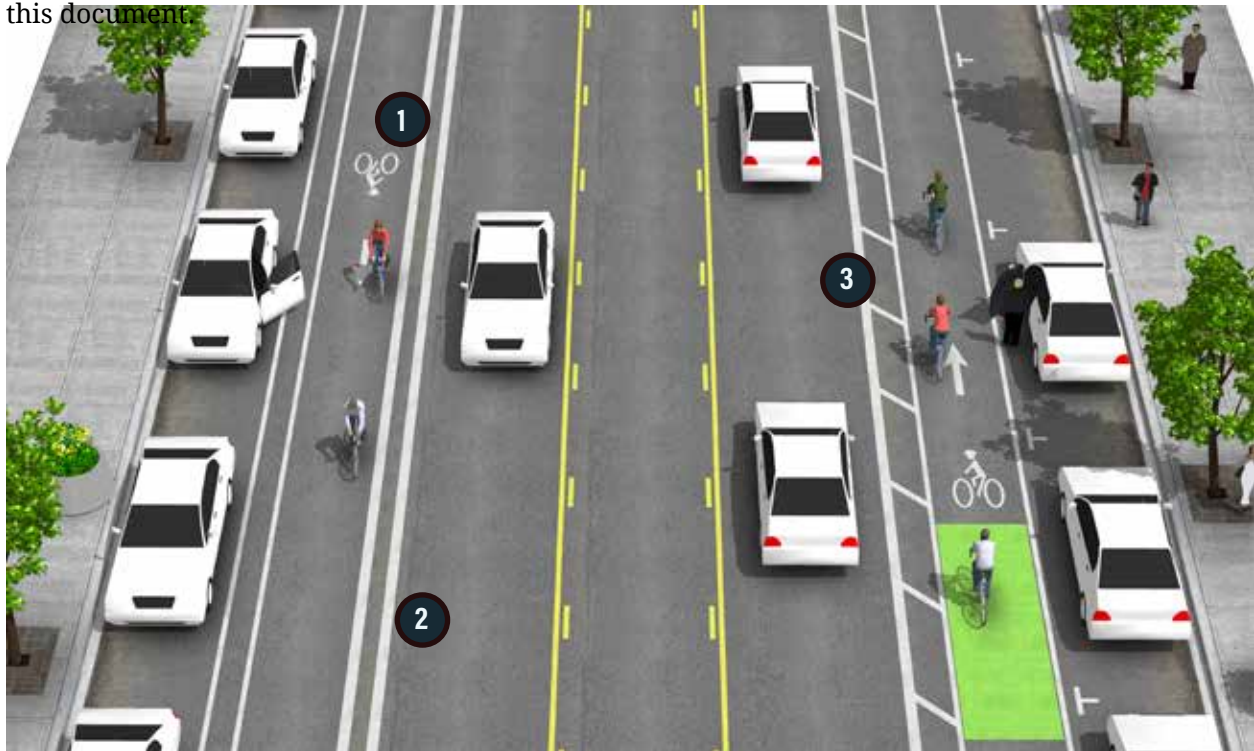


Image credit: NACTO (National Association of City Transportation Officials)

are used, bike lanes can be narrower because the shy distance function is assumed by the buffer. For example, a 3 foot buffer and 4 foot bike lane next to a curb can be considered a 7 foot bike lane. For travel side buffered lanes next to on street parking, a 5 foot minimum width is recommended to encourage bicyclists to ride outside of the door zone.

6. The desired bicycle travel area width is 7 feet when parking is permitted, the City Traffic Engineer may approve a narrower bicycle travel area width when insufficient right-of-way exists.
7. On intersection approaches with right turn only lanes, the bike lane shall be transitioned to a through bike lane to the left of the right turn only lane, or a

combined bike lane/turn lane should be used if available road space does not permit a dedicated bike lane.

8. On intersection approaches with no dedicated right turn only lane the buffer markings should transition to a conventional dashed line. Consider the use of a bike box at these locations.
9. Like a conventional bike lane, a wide (6 inch) solid white line may be used to mark the edge adjacent to a motor vehicle travel lane. For a parking side buffer, parking T's or a solid line are acceptable to mark between a parking lane and the buffer.
10. For travel lane buffer configurations, separation may also be required, at the discretion of the city traffic engineer,

between bike lane striping and the parking boundary to reduce door zone conflicts. This creates a type of parking-side buffer.

11. Color shall be used at the beginning of each block to discourage motorists from entering the buffered lane.

4.7.8 CYCLE TRACKS

Of all on-street bicycle facilities, protected bike lanes, also referred to as cycle tracks, offer the most protection and separation from adjacent motor vehicle traffic. Protected bike lanes are physically separated from motor vehicle traffic and typically provide bicycle travel in the same direction as motor vehicle traffic. They may be at street level, or distinct from the sidewalk, as a raised cycle track. In situations where on-street parking is allowed, protected bike lanes are located adjacent to the curb and sidewalk, with on-street parking repositioned to buffer people on bicycles from moving vehicles.

A two-way cycle track is an on-street bicycle facility that allows bicycle movement in both

directions on one side of the street. A two-way cycle track may be configured as a street level cycle track with a parking lane or other barrier or as a raised cycle track to provide vertical separation from the adjacent motor vehicle lane. Two-way cycle tracks must provide clear and understandable bicycle movements at intersections and driveways.

Cycle tracks shall meet the following design standards:

1. Bicycle lane word, symbol, and/or arrow markings (MUTCD Figure 9C-3) shall be placed at the beginning of a cycle track and at periodic intervals along the facility to define the bike lane direction and designate that portion of the street for preferential use by bicyclists.
2. If configured on a one-way street, a “ONE WAY” sign (MUTCD R6-1, R6-2) with “EXCEPT BIKES” plaque shall be posted along the facility and at intersecting streets, alleys, and driveways informing motorists to expect two-way traffic.
3. A “DO NOT ENTER” sign (MUTCD R5-1)



Image credit: NACTO (National Association of City Transportation Officials)

FIGURE 4.7.8 CYCLE TRACK DESIGN STANDARDS ILLUSTRATED

Figure 4.7.8 illustrates some of the required design standards for cycle tracks. The numbered callouts on the image correspond to the required design standards of section 4.7.8 of this document.

- with “EXCEPT BIKES” plaque shall be posted along the facility to only permit use by bicycles.
4. Intersection traffic controls along the street (e.g., stop signs and traffic signals) shall also be installed and oriented toward bicyclists traveling in the contra-flow direction.
 5. The desirable two-way cycle track width is 12 feet. Minimum width in constrained locations is 8 feet.
 6. When protected by a parking lane, 3 feet is the desired width for a parking buffer to allow for passenger loading and to prevent dooring collisions.
 7. In the absence of a raised median or curb, the desired width of the painted buffer is 3 feet. The buffer space shall include bollards, armadillos, planters, signs or other forms of physical protection as approved by the city’s traffic engineer.
 8. A dashed yellow line shall be used to separate two-way bicycle traffic and to help distinguish the cycle track from any adjacent pedestrian area.
 9. If the cycle track is parking protected, parking shall be prohibited near the intersection to improve visibility. The desirable no-parking area is 30 feet from each side of the crossing.
 10. For motor vehicles attempting to cross the cycle track from the side street or driveway, street and sidewalk furnishings and/or other features shall accommodate a sight triangle of 20 feet to the cycle track from minor street crossings, and 10 feet from driveway crossing.
 11. Color, yield lines, and “Yield to Bikes” signage shall be used to identify the conflict area and make it clear that the cycle track has priority over entering and exiting traffic.
 12. Tubular markers or armadillos/concrete

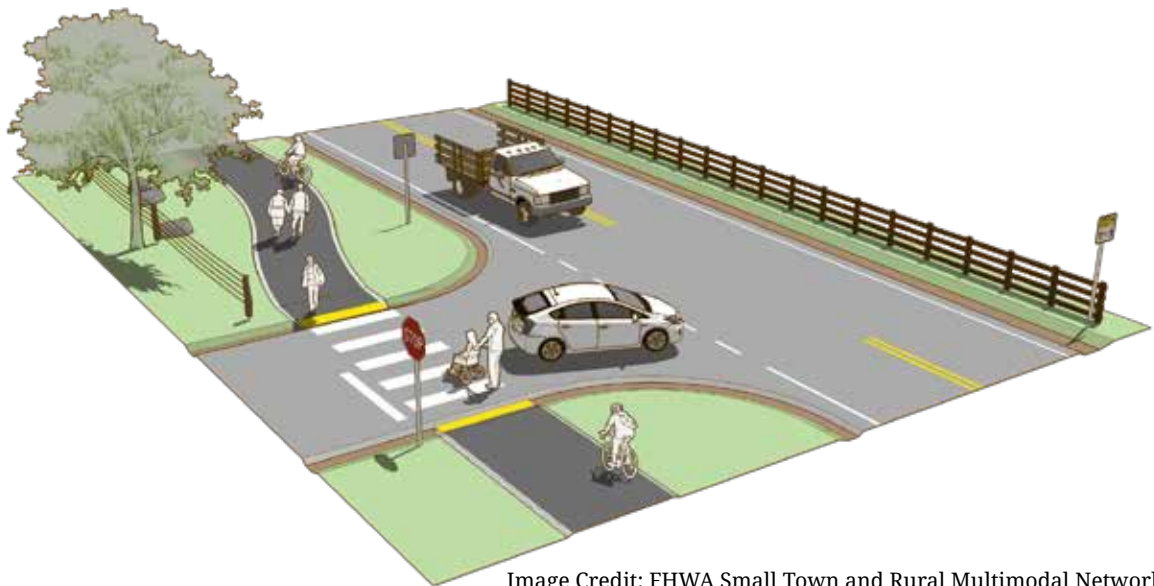


Image Credit: FHWA Small Town and Rural Multimodal Networks

FIGURE 4.7.9 SHARED USE PATH DESIGN STANDARDS ILLUSTRATED

Figure 4.7.9 illustrates some of the required design standards for shared use paths. The numbered call-outs on the image correspond to the required design standards of section 4.7.9 of this document.

buttons shall be used to protect the cycle track from the adjacent travel lane. The color of the tubular markers shall be the same color as the pavement marking they supplement.

4.7.9 SHARED USE PATHS

A shared-use path, also called a multi-use trail, or hike and bike path allows for two-way, off-street bicycle use and may be used by pedestrians, skaters, wheelchair users, joggers and other non-motorized users. These facilities are frequently found in parks, along rivers, and in greenbelts or utility corridors where there are few conflicts with motorized vehicles. Because of their separation from motor vehicle traffic, shared-use paths appeal to the widest variety of user types, from families with children to adult recreational riders to everyday commuters. When these linear shared-use paths lead to popular destinations or connect to the on-street bikeway network, their utility expands greatly, offering a comfortable, low-stress bicycling environment for people to use for everyday trips.

Shared Use Paths shall meet the following design standards:

1. The desired paved width of a shared use path is 10 feet, the minimum width is 8 feet. The desired dimensions shall be used unless other street elements (e.g., travel lanes, medians, median offsets) have been reduced to their minimum dimensions at the discretion of the city traffic engineer.
2. Shared use paths shall be separated from the roadway by a minimum 5 feet planted buffer or as otherwise required in Chapter 4 of this document. Separation of less than 5 feet is permitted when a physical barrier is proposed.
3. Due to the fact that nearly all shared use paths are used by pedestrians, they fall under the accessibility requirements of the Americans with Disabilities Act (ADA). Refer to the U.S. Access Board website (www.access-board.gov) for up-to-date information regarding the accessibility provisions for shared use paths and other pedestrian facilities covered by the Americans with Disabilities Act and the Architectural Barriers Act.
4. In addition to the standards herein, designers shall justify proposed shared use paths with guidance from the AASHTO Guide for the Development of Bicycle Facilities, 4th Edition, 2012.

4.7.10 INTERSECTION TREATMENTS

For bicyclists traveling in a conventional bike lane the approach to an intersection with vehicular turn lanes can present a significant challenge. For this reason it is vital that bicyclists are provided with an opportunity to correctly position themselves to avoid conflicts with turning vehicles. This treatment specifically covers the application of a through bicycle lane at the intersection.

Through bicycle lanes at intersections shall meet the following standards:

1. The desired width of a dotted bike transition lane and through bike lane is 6 feet with a minimum width of 4 feet.
2. Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
3. The through bike lane shall be placed to the left of the right-turn only lane.
4. Dotted lines signifying the merge area shall begin a minimum of 50 feet before the intersection (MUTCD). Dotted lines should begin 100 feet before the intersection if along a high speed/volume

roadway.

5. Dotted lane line transition areas to through bike lanes shall not be used on streets with double right turn lanes. Double right turn lanes are extremely difficult for bicyclists to negotiate. Shared lane markings may be used in the center of the inside turn lane to designate the preferred path of through bicycle travel.
6. Accompanying signage shall include R3-7R “Right Lane Must Turn Right” and R4-4 “Begin Right Turn Yield to Bikes” (MUTCD).
7. Dotted white lines should be 6 inches wide and 2 feet long with a 2- to 6-foot gap between dashes (MUTCD).
8. Through bike lanes should be provided at any intersection approach where a right turn only auxiliary lane is created (also known as a right turn add lane). It is desirable for bicyclists to travel straight through the merging area to reinforce right-of-way.
9. Dotted lane line transition areas to through bike lanes should not be provided at any intersection approach where a through travel lane transitions into a right turn only lane (also known as a right turn drop or trap lane). In such instances designers shall utilize an exclusive bicycle signal phase with the bike lane remaining to the right, or not delineating the merging area connecting to the through bicycle lane. Shared lane markings may be used to provide additional guidance.
10. At intersections with high right turning vehicle volumes, high bicyclist volumes, or along priority bicycle corridors, treatments beyond dotted white lines such as coloring and increased signing should be provided.
11. Terminating the bike lane in advance of

the intersection is not acceptable.

12. For intersections that lack the physical width to install a bicycle pocket, a combined bike/turn lane should be used.
13. Vehicle turn lane width shall not be reduced to less than 9 feet.
14. Bicycle warning signs or a “Share the Road” sign shall be used in advance of the merge/transition area.

A combined bike lane/turn lane places a suggested bike lane within the inside portion of a dedicated motor vehicle turn lane. Shared lane markings or conventional bicycle stencils with a dashed line can delineate the space for bicyclists and motorists within the shared lane or indicate the intended path for through bicyclists. This treatment includes signage advising motorists and bicyclists of proper positioning within the lane.

When configured on a cycle track corridor, the combined lane is commonly called a mixing zone, and is intended to minimize conflicts with turning vehicles at intersections as an alternative to an exclusive bike signal phase.

Combined bicycle lane turn lanes shall meet the following standards:

1. Shared lane markings shall be used to clarify bicyclist positioning within the combined lane. A dotted 4 inch line and bicycle lane marking shall be used to clarify bicyclist positioning within the combined lane without excluding cars from the suggested bicycle area.
2. Within the combined lane, the bicycle area width shall be 4 feet minimum.
3. Width of combined lane shall be 9 feet minimum, 13 feet maximum. A full bicycle through lane can be accommodated if the vehicle right turn

only lane can be made 14 feet or wider.

Further intersection treatments consistent with NACTO guidance may be required at the discretion of the city traffic engineer.

4.8 ALLEYS

4.8.1 ALLEYS - ALL AREA TYPES

Alleys are assets in certain zoning districts and they can supplement the overall street network by providing rear access to various land uses. By providing rear access to a development, curb cuts and driveways along the frontage conditions can be minimized and pedestrian safety can be enhanced. Alleys provide necessary circulation and can accommodate services like utilities, trash pick-up and stormwater drainage.

4.8.2 ALLEYS REQUIRED

The dedication of alleys shall be optional in all subdivisions, except where alleys must be dedicated as direct continuations or extensions of alleys existing in adjacent subdivisions or as otherwise indicated in this chapter. Such continuations shall be extended in the same alignment as evident from adjacent lots in the existing subdivision, except where an existing alley is less than sixteen feet wide. In that case, additional land shall be dedicated so as to form an alley at least sixteen feet wide.

For new development, alleys shall be required for all residential lots fronting major or minor arterials. Where off-street access is desired, alleys shall be provided.

4.8.3 EXISTING SUBDIVISIONS WITH ALLEYS

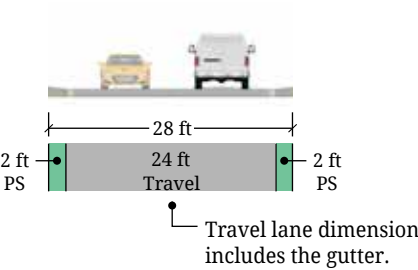
Where lots are subdivided or resubdivided adjacent to or within subdivisions already having alleys, the alley must be improved only to the same extent as may be evident from the existing alley. Where lots are subdivided as continuations of existing subdivisions already having alleys, alleys in the new subdivision shall be improved only to the same standards as those existing alleys, all the way to the first street intersection. Thereafter, if alleys are required or desired, they should conform to standards for alley dedication and improvement set forth in subsection 4.8.4 below.

4.8.4 ALLEY GENERAL REQUIREMENTS

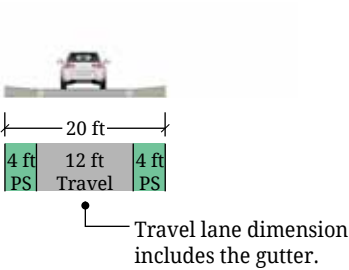
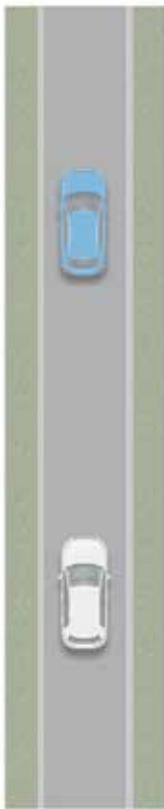
1. Alleys shall be as nearly parallel to the street frontage as reasonably possible.
2. Alley intersections with streets shall be as close to right angles (ninety degrees) as practical.
3. Where two alleys intersect or turn at an angle, a corner clip of not less than ten feet from the normal intersection of the property line shall be provided along each property line.
4. If alleys are not straight within each block or do not connect on a straight

Alley Design Factors		
	Alley in Commercial and Multifamily Districts (including townhomes and patio homes)	Alleys in Residential Districts
Minimum ROW Width	28 feet	20 feet
Minimum Paved Width	24 feet	12 feet

COMMERCIAL/MULTIFAMILY ALLEY
28 FT TOTAL ROW



RESIDENTIAL ALLEY
20 FT TOTAL ROW



course with alleys on adjoining blocks, an easement shall be provided for the placement of guy wires on lot division lines necessary to support overhead utility poles set on curving or deviating alley rights-of-way.

5. Alleys should not be platted to intersect any arterial streets.
6. Dead-end alleys shall not be permitted unless a permanent or temporary turnaround is provided. The following standards shall apply:
 - a. In subdivisions subject to Sub-section 4.8.3 above, turnarounds shall be provided with a minimum radius of thirty-five feet;
 - b. In all other subdivisions, turnarounds shall be provided with a minimum radius of thirty-two feet;
 - c. In instances where dead-end alleys will clearly be permanent, turnarounds shall be surfaced in accordance with the cross-sections on the preceding page, as applicable;
 - d. In instances where dead-end alleys are of a temporary nature, turnarounds shall be improved with a minimum six-inch-base of crushed limestone.
7. Layout and arrangement of alleys shall be designed to avoid the creation of short cuts for traffic and to discourage use by traffic other than that generated by activity within property abutting the alley.
8. Cross intersections of alleys shall not be permitted.
9. Alleys forming the boundary of a subdivision, and adjacent to unplatted property, shall be dedicated and improved the same as if situated in the interior of a subdivision.

4.9 SIDEWALKS

4.9.1 PURPOSE

Sidewalks are required as a part of subdivision plat approval as outlined within this manual and in the City Code Title 13, Chapter 04 to help the City of El Paso achieve the following:

1. Promote the mobility, health, safety, and welfare of residents, property owners, and visitors to the City of El Paso and to implement objectives and strategies of the El Paso Comprehensive Plan;
2. Improve the safety of walking by providing separation from motorized transportation and improving travel surfaces for pedestrians;
3. Improve public welfare by providing an alternate means of access to transportation and social interaction, especially for children, other citizens without personal vehicles, or those with disabilities;
4. Facilitate walking as a means of physical activity recognized as an important provider of health benefits;
5. Establish minimum criteria for the development of sidewalks as a part of the pedestrian element of the transportation system within the city and its extraterritorial jurisdiction (ETJ).

4.9.2 APPLICABILITY

These requirements shall apply to all development within the city and its ETJ.

4.9.3 EXCEPTIONS

The City Plan Commission may approve an exception to the requirement for sidewalks on individual streets or within subdivisions:

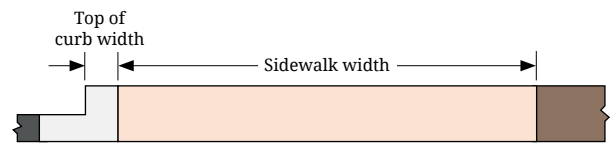


Figure 4.1: Sidewalk width (Cross section view)

1. In existing single-family residential neighborhoods where sidewalks are not present and have not historically been provided or comply;
2. On local streets within an approved subdivision where all the lots provide a minimum one-half acre lot area and the adjoining properties have no sidewalks;
3. On mountain residential and divided mountain residential streets within an approved mountain development subdivision;
4. On local streets within an approved planned unit development where pedestrian access is provided within the approved subdivision through an alternative sidewalk design not installed within the street right-of-way; provided, however, that an easement may be required by the City Manager or designee to provide for the installation of traffic signage and signalization, utility services, neighborhood delivery and collection box units, or other similar facilities;
5. On local streets within an approved subdivision which meet all of the following criteria as determined by the City Plan Commission:
 - a. A characteristic of the neighborhood is that no sidewalks have been required to date,

- b. The subdivision adjoins or lies within a neighborhood in which buildings or structures have been constructed on at least fifty percent of the lots within the neighborhood, and
 - c. The type of subdivision and intensity of land use is compatible with the character of the neighborhood;
6. On streets within neighborhoods that meet the criteria in Title 20 (Zoning) for infill development, where a street construction project, whether local, state or federal, has been awarded and the project includes construction of the sidewalks; and
 7. In areas with severe topography or other natural constraints that will constrain proper implementation of this title.

4.9.4 GENERAL REQUIREMENTS

- A. **Standards Not Otherwise Specified.** Where facility standards and requirements are not otherwise specified within this manual, the design of pedestrian facilities shall follow the City's Ordinance Title 13.04, the DSC, and other city Sidewalk Design Standards and applicable state and federal laws and regulations.
- B. **Maintenance.** All sidewalks, sidewalk amenities, and landscaping in the right-of-way shall be maintained by the adjoining property owner unless otherwise specifically provided for by public policy.
- C. **Location and Width of Sidewalks.** Unless noted otherwise:
 1. Sidewalks shall have a minimum clear path width of five feet on local streets in all zoning districts primarily intended for single-family residential development when located adjacent to the property line. Sidewalks are

preferred abutting the property line, not directly adjacent to the curb. Sidewalks located next to the curb along local streets shall be a minimum five feet in width. Sidewalks along arterials shall have a minimum width of five feet. The top of curb width shall not be included in the sidewalk width;

2. Sidewalks shall have a minimum clear path width of five feet in all other locations;
3. Sidewalks in areas determined to be high pedestrian traffic areas or pedestrian-oriented developments by the CPC may be required to be wider than the minimum widths listed herein by the CPC;
4. Sidewalks shall be located in existing areas to match the width and location of existing walks of the block in which they are located. Vacant blocks shall comply with the sidewalk requirements of this title;
5. Sidewalks shall not be located next to the curb on collectors or arterial streets except when an exception is approved by the CPC or designee at the time of subdivision plat approval. Such exception shall be due to actual physical or topographic constraints. Sidewalks on TXDOT facilities shall be as approved by TXDOT;
6. Sidewalks may be required to improve connectivity between subdivisions, to schools, parks, bus stops and retail areas by the CPC at the time of plat approval;
7. The CPC may approve alternative sidewalk design and locations at the time of plat approval including

meandering or curvilinear sidewalks provided such design and location meets the intent of this title.

- D. **Timing of Improvements.** The timing of sidewalk construction shall be as required by this manual and Chapter 13.04 of the City Ordinance, unless a developer agreement between the property owner and the city provides for alternative timing for construction or security has been provided in accordance with this title.
- E. **Internal Pedestrian Circulation.** In addition to sidewalks within the right-of-way, internal pedestrian circulation shall be provided in new development or redevelopment serving any nonresidential and at any governmental facility, school, church, or other place of public assembly. Sidewalks shall be installed to connect all buildings to one another and to parking areas and to connect the development to the public street system. All such sidewalks in the city's right-of-way shall be protected from encroachment by parked vehicles.
- F. **Curb Ramps.** Curb ramps shall be provided within a street right-of-way wherever an accessible route for pedestrians (sidewalk or pedestrian way) is required. The design and construction of curb ramps shall be in accordance with the DSC and shall comply with the Texas Accessibility Standards. DSC standards must be modified to increase the number of options, place of installation and at signalized intersections. ADA TXDOT standards must be considered for state and local streets
- G. **Compliance with DSC.** Sidewalks shall

be constructed in compliance with the standards in the City of El Paso DSC and Chapter 13.04 of the City Code.

4.9.5 SIDEWALK REQUIREMENTS FOR NEW STREETS

- A. **Sides of the street.** Sidewalks shall be required on both sides of all new streets except in accordance with Chapter 13.04 of the City Code.
- B. **Timing of Improvements.** Sidewalks, landscape and curb ramps shall be provided by the developer at the time of road construction on all new freeway frontage roads unless disallowed by TXDOT, arterial streets, or collector streets, except on individual lots fronting on or siding up to such street. The developer may choose to provide security in accordance with this chapter and to delegate the requirement to construct such sidewalks, landscape and curb ramps



A safe and predictable sidewalk system is an essential public infrastructure investment

to the purchaser of a lot or the purchaser's builder as a part of the building permit for a period of three years from the date of acceptance of the adjacent street. However, at the end of the three-year time period, the developer shall make arrangements to complete the missing sidewalks, landscape and curb ramps or in lieu of such arrangements, the city may utilize the security to complete the sidewalks, landscape and curb ramps. As sidewalks, landscape and curb ramps are completed during the three year period, the developer may request the partial release of security for the completed portions in accordance with this title.

- C. **Financial Guarantee.** A developer of a new subdivision may contribute the projected cost of the sidewalk construction into an escrow fund or through other form of financial guarantee to delay the time of construction of the sidewalk according to procedures within this manual and Chapter 13.04 of the City Ordinance.

4.9.6 SIDEWALK REQUIREMENTS FOR EXISTING STREETS

- A. **Sides of the Street.** Sidewalks shall be required on both sides of existing collector streets, arterial streets, and the external sides of the frontage roads of freeways.
- B. **Location.** Sidewalks shall be required along block faces of existing local streets where redevelopment is occurring in any of the following categories or combinations of categories:
1. The central business district designated by the El Paso comprehensive plan;
 2. Designated pedestrian routes in a

neighborhood plan, corridor plan, or other small area plan adopted by the City of El Paso;

3. Locations that would connect existing or otherwise required sidewalks by closing gaps of less than two hundred and fifty feet;
 4. Locations in which an adjacent property has a public sidewalk along the same block face;
 5. Street frontages in all developments except the following:
 - a. Developments intended primarily for single-family residential purposes and where sidewalks are not present,
 - b. Along local and collector streets in developments intended primarily for warehousing, manufacturing, and industrial uses,
 - c. Developments intended to preserve agricultural activities and open space.
- C. **Required with Street Improvement.** Any land development or subdivision that triggers a requirement for any street improvements along an existing collector street, arterial street, or freeway frontage road shall include sidewalk improvements. The sidewalks shall be provided concurrently by the developer with other street improvements except as otherwise provided in this manual and Chapter 13.04 of the City's Ordinance
- D. **Site Plan.** No new or amended site plan shall be approved for development on any property in a location wherein sidewalks are required unless applicable provisions for required sidewalks are included in the site plan.
- E. **Permits.** A certificate of occupancy, or

any other type of final approval for a residential development that does not require a certificate of occupancy, may not be issued until required sidewalks are installed or brought up to applicable standards when there is development activity requiring:

1. A permit for new construction of a structure other than an accessory structure,
2. A permit for a major addition to a structure other than an accessory structure, or
3. A permit for major alterations or repairs to a structure other than an accessory structure.

F. **Removal Requires Replacement.** An existing sidewalk may not be removed unless a replacement sidewalk is constructed to standards current at the time of removal.

4.10 CURBS AND GUTTERS

Curbs and gutters shall be installed according to the provisions of this chapter and to the DSC. Combination curb and gutter improvements shall be provided to mark the edge of pavement and carry off surface water, as set forth below:

4.10.1 BESIDE FREEWAYS

The subdivider shall be required to install curbs along the outside lanes in rights-of-way designated for freeways, as per the TXDOT approval or construction plans.

4.10.2 BESIDE ARTERIAL AND COLLECTOR STREETS

The subdivider shall install curbs on both sides of all arterial and collector streets within the subdivision, and on one side of all such streets at the subdivision boundary.

4.10.3 BESIDE LOCAL STREETS

The subdivider shall install curbs on both sides of all local streets within the subdivision and at subdivision boundaries, except for existing boundary streets, in which case curb and gutter installation shall be required on the subdivision side only.

4.10.4 AT STREET INTERSECTIONS

The minimum curb radii at street intersections shall be as prescribed in the DSC and shall maintain proper stopping sight distance as determined by the latest edition of AASHTO's "A policy on Geometric Design of Highways and Streets."

4.11 GENERAL DESIGN STANDARDS

4.11.1 DSC STANDARDS TO BE MET

In addition to the requirements of the City of El Paso Design Standards for Construction (DSC), the requirements of the street standards in this section shall be met.

All streets and thoroughfares shall be constructed and paved to city standards and within rights-of-way as required by the thoroughfare plan and this article, and in accordance with the DSC and other city standards, as may be from time to time amended or adopted. Traffic signal design shall be as per TMUTCD latest edition. Construction and/or dedication of facilities that exceed the standards herein is discouraged unless the excess facilities serve a functional purpose that aligns with the standards herein.

4.11.2 INTERSECTION IMPROVEMENTS AND TRAFFIC CONTROL DEVICES

Intersections shall be designed and improved in accordance with the DSC and MUTCD. Any additional improvements and/or traffic control devices shall be required only as

a result of the findings of a traffic impact analysis when required per the City Code of Ordinances.

4.11.3 OFF-SITE IMPROVEMENTS

Where traffic impact analysis demonstrates the need for the facilities or upon the affirmative recommendation of the City Manager or designee, the property owner shall make their proportional share of improvements to off-site collector and arterial streets and intersections necessary to mitigate traffic impacts generated by the development or in conjunction with related developments including but not limited to vehicular, bicycle and pedestrian improvements. The city may participate in the costs of additional/oversize improvements with the property owner as set out herein, and subject to the city's cost participation policies on additional/oversized improvements.

4.11.4 STREET NAMES AND ADDRESSES

Street Names

A. **Requirement.** New streets in a subdivision shall be named in a way that will provide continuity of street names and prevent conflict or confusion with existing street names in the city, in the city's extraterritorial jurisdiction or in a neighboring jurisdiction, subject to the approval of the City Manager, or designee for subdivisions located within the corporate limits, or by the county engineer within the extraterritorial jurisdiction. Subdivisions submitted as a preliminary plat shall indicate proposed street names for streets within the subdivision. The City Manager, or designee or county engineer may review, coordinate with the fire department and 911 and accept, in accordance with

these standards, any street name that is proposed. The City Manager, or designee or county engineer, when requested by the subdivider, may originate street name(s) as needed. Approved street names shall be shown on the final plat of the subdivision.

B. **Standards.** Preliminary street names shall be shown on the preliminary plat and final street names shall be approved with the final plat and shown on the recorded plat. Street names shall not conflict with or duplicate any existing street name within the City or County of El Paso. Conflict may be based on the following:

1. Close pronunciation to another street name;
2. Street name is too difficult to pronounce;
3. Street names with undesirable meanings or connotations; and
4. Street names with language translation problems.
5. New streets which are extensions of, or obviously in alignment with, existing streets shall bear the name of the existing street.
6. Cul-de-sac streets having six or more lots fronting on them, or that have more than one hundred fifty feet or more in length measured from the center line of the intersecting street to the center of the turnaround, shall have street names assigned to them. All other cul-de-sac, inlets, turning heels or eyebrows shall carry the street name, suffix and house numbering sequence of the main street.

7. Street names shall be in accordance with the DSC.
8. Street names shall not begin with initials.
9. Street names shall contain suffixes according to the standards listed in Table 4.2 and below except that streets within the extraterritorial jurisdiction shall be provided a street name suffix of “road” except where otherwise approved by the county engineer:
 - (i) Boulevards built in accordance with ordinance may be designated as “Boulevard” regardless of orientation;
 - (ii) Frontage roads within a freeway right-of-way shall be assigned the suffix of “Gateway.”
10. Streets with curves, doglegs or offsets up to ninety degrees with fewer than six lots fronting on them and no intersecting streets shall maintain the same name and addressing as the street at each end.
11. Renaming of existing streets shall also be in accordance with this chapter and all other applicable city ordinances.

Street Addresses

- A. **Requirement.** Street addresses shall be assigned, after consulting with the fire department and 911 reviews, by the city for subdivisions located within the corporate limits, or by the county engineer if within the extraterritorial jurisdiction, as part of the preliminary plat submittal. Street addresses shall be shown on the final recorded plat of the subdivision, including residential, commercial and industrial lot addresses.

Table 4.2 Street Names		
General Direction of Street	Street Length 1,000ft or More	Street Length Less than 1,000ft
North and south	Street	Place
East and west	Avenue	Court
Diagonal	Drive	Way
Curving	Drive	Lane or Circle

Blocks to be divided into lots in the future by replatting shall show the address range on the recorded plat.

B. Standards.

1. Addresses on the north side of streets which are subdivided in a generally east-west direction shall have odd numbers assigned.
2. Addresses on the south side of the street shall have even numbers assigned.
3. Addresses on the west side of the street which are subdivided in a generally north-south direction shall have odd numbers assigned.
4. Addresses on the east side of the street shall have even numbers assigned.
5. Addresses shall be assigned numerically in intervals of four, except where otherwise approved by the planning official or county engineer.
6. Cul-de-sac having less than six lots fronting on them, or less than one hundred fifty feet in length measured from the centerline of the intersecting street to the center of the turnaround,

shall be assigned the same house numbering sequence as the main street.

7. A property not requiring a subdivision shall have frontage on a dedicated public or private street before an official street address may be assigned to it.
8. Assignment of addresses to corner lots within single-family residential subdivisions shall be determined by the location of the main entrance to the building; except that assignment of addresses to lots with nonresidential uses and having more than one street frontage shall be determined by the location of the main entrance to the building, unless otherwise requested by the property owner and approved by the director.
9. Addresses shall not be assigned to landlocked or illegally subdivided properties.
10. As adjacent territory is annexed into the city, the existing street names and addresses in the newly annexed areas shall be reviewed by the director and modified as necessary to eliminate duplication of street names already existing within the city, and to ensure that all addresses follow the numbering sequence existing in the city.

4.11.5 STREET RIGHT-OF-WAY DEDICATION

The property owner shall provide all rights-of-way required for existing or future streets, and for all required street improvements, including perimeter streets and approach roads, as shown in the thoroughfare plan

and as required by the Design Standards for Construction (DSC) or by other valid development plans approved by the city, subject to the rough proportionality provisions of this design manual. There shall be sufficient right-of-way such that sidewalks and related pedestrian activity is not impeded by the location of utilities, including solid waste pick-up, fire hydrants, and utility poles. If such right-of-way is not sufficient, then the developer and/or the respective utility shall be responsible for obtaining additional easements or right-of-way.

4.11.6 TRANSITIONS OF RIGHT-OF-WAY WIDTH

Wherever the right-of-way width of a residential, local, collector or arterial street must transition to a greater or lesser width, the transition shall not occur within an intersection but within the street right-of-way so that the right-of-way shall be the same on both sides of the street intersection. The minimum taper length of the right-of-way transition taper shall be 100 feet.

4.11.7 EXTENSIONS OF EXISTING STREETS

New streets which extend existing streets shall bear the names of the existing streets, and shall be dedicated at equal or greater right-of-way widths than the existing streets for an appropriate transition length, if applicable, unless a lesser street is justified by a TIA.

4.11.8 INTERSECTIONS

Street intersections shall be situated at an angle of ninety degrees, plus or minus fifteen degrees except where the intersection utilizes knuckles, turning heels or eyebrows in accordance with the DSC. Such intersections shall maintain proper intersection visibility as determined by the latest edition of AASHTO's

“A policy on Geometric Design of Highways and Streets.” The major access driveway to large multifamily, commercial and industrial developments shall also meet the requirements of this chapter.

4.11.9 STREET OFFSETS

- A. **Minimum Offset Distances.** No combination of two streets intersecting a third shall have their centerlines offset any less than the distance specified in Table 6.1 unless a traffic impact analysis recommends a greater distance to preserve safe and efficient traffic operations. The City Manager or designee may grant an exception where infill, topographic or other physical features render the required offset unnecessary or impractical.
- B. **Configuration Shall Reduce Minimal Offsets.** Intersecting streets onto an existing or future divided roadway must be configured in accordance with Section 6.2, such that the centerline offset will accommodate the appropriate median opening and left-turn lanes (with required transition and stacking distances) on each divided roadway, and shall be aligned with any existing or proposed streets or driveways on the opposite side of the divided roadway (in order to share the median opening). Median openings and offsets should be analyzed in the traffic impact analysis, and a determination made if developments sharing a median opening may cause additional traffic conflicts, where an exception to sharing a median opening may be made.

4.11.10 HALF-STREETS

Construction of half-streets shall be prohibited, except when essential to the

reasonable development of the subdivision in conforming with the other requirements of this code and the thoroughfare plan, and where the CPC makes a determination at the time of preliminary plat approval that

Table 4.3 Minimum Offset Distances

Types of Streets Intersecting at Offset ¹	Types of Street Intersected	Minimum Offset Distances ^{2,3}	
		Intersection Type A	Intersection Type B
Local/Local	Local	125 ft	125 ft
Local/Local	Collector	125 ft	125 ft
Local/Local	Arterial ⁴	125 ft	300 ft
Local/Collector	Collector	125 ft	300 ft
Local/Collector	Arterial	125 ft	300 ft
Local/Arterial w/o median or median break	Arterial	200 ft	400 ft
Collector/Collector	Collector	250 ft	400 ft
Collector/Collector	Arterial	300 ft	400 ft
Collector/Arterial	Arterial	300 ft	400 ft

Note 1: For the purposes of this table freeways shall be considered as arterial streets with no median breaks unless an interchange is provided.

Note 2: Measured from closest property line to closest property line, as shown in the DSC. If one intersection is signalized, the minimum spacing to the next unsignalized intersection shall be 600' or as dictated by TIA.

Note 3: Existing and future signalized intersections shall be at least 2,650 feet apart in order to match the desired spacing in the thoroughfare plan and shall be required to have left turn storage in both directions. The City Manager or designee may approve a reduction to the required signal spacing to meet a specific need. The city traffic engineer may also require lining up of intersections for future or existing signalization or median breaks, as required in Sub-Section 3.8.2. Signal spacing in central business districts may be reduced upon approval of the traffic engineering division. Signals shall be spaced at least 2,650 feet or more from frontage roads.

Note 4: Local streets intersecting with an arterial with no median break shall not be required to be offset.

there is no immediate benefit to be gained by constructing the full street section since no access from the street will be needed by the subdivision in question. The CPC may also find that it would be more practical, or cost effective, to delay construction of the other half or some portion thereof of a street until when the adjoining property is developed.

4.11.11 PRIVATE STREETS

- A. **Permitted Only as Local Street.** Private streets shall require approval as an exception at the time of preliminary plat approval by the City Plan Commission in accordance with this title. No streets or thoroughfares shown on the adopted thoroughfare plan may be a nonpublic street. Construction and development of private streets shall meet the standards for right-of-way width and improvement as set forth in this chapter as applied to public streets.
- B. **Classification.** At the time a private street is proposed, it shall be classified as either a local or sub-collector street, as described herein and made to conform in all respects with right-of-way paving, curb and gutter, construction, and design requirements as applicable to a public street.
- C. **Subdivision Boundary Streets.** New subdivision boundary streets shall not be private.
- D. **Private Streets, General.** In order to be considered for an exception to allow the construction of private streets, the developer shall meet the requirements set out in this section.
 - 1. **Construction.** All private streets shall be designed, constructed, and maintained to meet city standards. The construction and improvement plans shall be reviewed by the city

in the same manner as construction and improvement plans for public infrastructure. The city shall not participate in any portion of the cost of constructing a private street.

- 2. **Inspection During Construction.** All private streets shall be subject to inspections by city staff in the same manner, at the same intervals, as public streets, including the payment of applicable inspection fees. A construction schedule shall be submitted with the construction and improvement plans in order to assist in scheduling the inspections. Failure to pass an inspection and meet city construction standards shall require re-inspection, and re-construction, as necessary. No certificates of occupancy shall be released for structures along a private street until all inspections shall have been completed satisfactorily.
- 3. **Traffic Control Devices.** All private traffic control devices and regulatory signs shall conform to the “Texas Manual of Uniform Traffic Control Devices”, as amended, and to city standards.
- 4. **Restricted Access.** The subdivision homeowners association shall clearly mark entrances to all private streets with a sign, in accordance with the DSC, placed in a prominent and visible location, indicating that the streets within the subdivision are private, and not maintained nor regularly patrolled by the city. All restricted access entrances shall be manned twenty-four (24) hours every day, or they shall provide a reliable, alternative means of ensuring access into the subdivision by the City, by

emergency service providers, and by other utility or public service providers, such as postal carriers and utility companies, with appropriate identification. The method used to ensure city and emergency access into the subdivision shall be approved by the city's fire department and by any other applicable emergency service providers during the final platting process. Gates on private streets shall provide a traffic queue analysis and provide adequate on-street storage in advance of the gate. If the homeowners association fails to maintain reliable access as required by city codes, the city may enter the private street subdivision and remove any gate or device which is a barrier to access, and bill the expense to the association. If the bill is not paid, the city may file a lien for the expense against any property owned by the association.

5. **Waiver of Services.** Certain city services may not be provided for private street subdivisions, including but not limited to street maintenance, routine law enforcement patrols, enforcement of traffic and parking regulations, preparation of accident reports, and payment of costs for street lighting. A note as to waiver of services may be required on the face of the plat.
6. **Street Lighting.** Street lighting as required by this title shall be entirely at the expense of the developer and subsequent property owners. Decorative poles or alternative spacing may be approved by the City Manager or designee, following a recommendation by the CPC, who shall make such recommendation

based on the lighting type, the lumens necessary to effectuate safe traffic and pedestrian travel, and a finding that the proposed lighting plan provides as well or better for the health, safety and welfare of the future residents of the private street subdivisions.

7. **Maintenance.** The developer shall provide for the establishment of a homeowners or property owners association, in covenants, conditions, and restrictions (CCRs), to assume the obligation of perpetual maintenance of private streets and other improvements held privately, including a mandatory assessment for such private streets and improvements to be placed on all property owners within the subdivision, allowance for city staff to inspect the streets to assure they are being maintained to city standards, hold harmless provisions as required in subsection 9, and providing for notice to the city attorney and City Manager of any amendments to these relevant sections. The city shall be a necessary party for the amendment of any portions of the CCRs dealing with these requirements. The proposed CCRs shall be submitted for review by the city attorney at the time of filing the preliminary plat. The city attorney shall review the CCRs to ensure that the requirements of this section are met, and shall submit recommended changes to the developer, who shall incorporate such changes. Absence of city attorney approval of the CCRs shall require the denial of the exception for private streets.
8. **Petition to Convert to Public Streets.** A property owners association may petition the city to accept private

streets and any associated property as public streets and right-of-way upon written notice to all association members, and the favorable vote of a majority of the membership, or as required in the CCRs. A dedication instrument shall also be submitted, and shall be reviewed and the final form approved by the city attorney prior to submission of this request to city council. The city shall not be required to accept any private streets for public dedication and maintenance. The staff shall review the request and make a recommendation to CPC, who shall forward a recommendation to city council. City council shall make their decision based on the public health, safety and welfare considerations of the streets. As a condition of accepting the dedication and maintenance of

private streets, the city may impose a requirement for repairs and improvements at private expense prior to acceptance, enter into an agreement for an assessment or pro-rata sharing of costs for repairs or improvements prior to acceptance, or other legal or equitable options to ensure that the streets being accepted are not a liability to the city. The city shall be the sole judge of the nature and extent of repairs or improvements needed. The city may also require, at the sole expense of the association's or property owner's expense, the removal of any guard houses, access control devices, landscaping or other amenities located within the streets or common areas prior to city acceptance.

9. **Hold Harmless.** The property

Table 4.4 Width for Cul-de-sac Streets and Turnarounds for Certain Activities

Activity Served	Paving Width ¹	Right-of-Way Width	Additional Requirements
Cul-de-sac Streets			
Less than 12 dwellings	32 ft	52 ft	300 ft maximum length
1-25 dwellings	36 ft	56 ft	600 ft maximum length-Single-family, duplex only ²
Nonresidential Zoning Districts (except as otherwise specified)	36 ft	54 ft	300 ft maximum length
Heavy Commercial District and Industrial Districts	40 ft	62 ft	300 ft maximum length
Cul-de-sac Turnarounds			
Residential and Nonresidential Zoning Districts (except as otherwise specified)	90 ft diameter	110 ft diameter or 100 ft with 10 ft utility and sidewalk easement ³	Shall be a minimum of 10 ft of ROW or ROW/Easement Combination behind curb ⁴
Heavy Commercial District and Industrial Districts	100 ft diameter	120 ft diameter	N/A

Note 1: Measured from the front of adjoining curbs.

Note 2: Cul-de-sacs (dead end streets) serving triplex, quadruplex and higher density multifamily uses shall be discouraged. Exceptions may be granted by the CPC where no alternative exists and meeting the Heavy Commercial Standard or in infill development situations.

Note 3: 7 foot to provide room for fire hydrants and other utilities, streetlights and traffic/no parking signs, and still meet ADA compliance.

Note 4: or in accordance with the DSC.

owners association, as owner of the private streets and appurtenances, shall release, indemnify, defend and hold harmless the city, any other governmental entity, and any public utility entity for damages to the private streets that may be occasioned by the reasonable use of the private streets by same, and for damages and injury (including death) arising from the condition of the private streets, out of any use of access gates or cross arms, or out of any use of the subdivision by the city or governmental or utility entity.

4.11.12 CUL-DE-SAC STREETS

Cul-de-sac streets are discouraged for use in subdivision design. Except where projecting into adjacent unsubdivided areas, any street having only one vehicular access to another street shall be terminated by a permanent turnaround. Standards for both the turnaround and its street approach are set forth within this section. Exceptions to these standards shall be discouraged due to firefighting and solid waste collection requirements. Any turnaround, either temporary or permanent, that does not meet these requirements shall be permanently signed for no parking or marked as a fire lane in accordance with the DSC.

- A. **Width for Cul-de-sac Streets for Certain Activities.** That portion of any street extending from an intersection to a turnaround shall be improved and rights-of-way platted with the minimal dimensions provided in Table 4.3.
- B. **Turnaround for Cul-de-sac Streets for Certain Activities.** The turnaround portion of any cul-de-sac shall be improved, and rights-of-way platted, as prescribed in Table 4.3.

4.11.13 STREET STUBS/FUTURE CONNECTIONS

Except when recommended by the City Manager or designee, no public dead-end streets will be approved unless they are provided to connect with existing streets (including stubbed-out streets) or future platted streets on adjacent land.

- A. **Lots on Future Connections.** No more than one lot (per side) can front onto the street stub/future connection unless a temporary turnaround bulb (with the appropriate temporary street easement) is provided at the end.
- B. **Maximum length and turnaround.** A street stub/future connection shall not exceed the maximum allowed length of a normal cul-de-sac, and the temporary turnaround bulb must be constructed like a cul-de-sac, as provided in Section 4.11.12 above.
- C. **Temporary Street stubs.** A note shall be placed on the final plat clearly labeling any temporary street stubs (if any) that will at some point be extended into the adjacent property. Any required temporary turnaround easements shall be shown on the final plat along with their appropriate recording information, if they are off-site or established by separate instrument.

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5

Design Exceptions and Modifications



Chapter 5

Design Exceptions and Modifications

5.1 APPLICABILITY AND VESTED

The City Plan Commission may grant exceptions to these requirements in cases where the proposed subdivision is constrained by topographic features of at least 20% grade, existing single family neighborhood development, or other impassable features, as determined by the City Manager or designee.

5.2 GUIDANCE ON FLEXIBILITY IN STREET DESIGN

This Street Design Manual emphasizes the concept of tradeoffs and priorities in street design to ensure that the general intent of a design can be met even if right-of-way constraints or other limiting context factors might not make all preferred parts of a design possible. These tradeoffs should occur explicitly throughout the process and be guided by design values that actively respond to their context. Generally, trade-off considerations include modal priority, determination of appropriate street design elements, and evaluations on the level of impact that regular weather conditions will have on normal street and thoroughfare operations.

GENERAL PRIORITIES FOR DECISION-MAKING

- Connect to existing bicycle facilities on the corridor or adjacent corridors and/or provide bicycle connections proposed in the El Paso Bike Plan
- Widen and/or connect sidewalks to those existing on the corridor or adjacent corridors where possible
- Provide additional amenities where possible (e.g., landscaping, lighting)

Additionally, to ensure consistency along a corridor, network level operations should also be considered. Trade-offs are typically required in constrained situations and should be made strategically to avoid any unintended adverse impacts on adjacent streets when determining how to fit multiple modes into a roadway.

There are many combinations of factors related to the design of a street including, but not limited to; constraints on the right-of-way, particular access needs, accommodating space for parking, streetscaping, as well as other additional curbside uses. The El Paso Street Design Manual focuses on providing a general set of Cross-Sections that include more detail on the decision factors that would finalize a design for a certain corridor. This becomes especially important for achieving certain designs on existing street

while ensuring an overall consistency in the Functional Classification as they transition into newer areas of the City.

Depending on existing amenities, existing context, project type, and priority these trade-off considerations could include the following¹:

- Removal or reduction of medians
- Inclusion of streetscape elements (such as planter strips, hardscape, or sidewalks)
- Removal of the parking lane on one or both sides of the street to make space for the inclusion of dedicated lanes for other modes of transportation (such as bicycle lanes)
- Removal or reduction of the Amenity Zone (in exceptional circumstances)
- A “Road Diet,” or the removal or reduction of motor vehicle lanes

Where constraints prevent the accommodation of a certain mode on a street that is recommended within the Design Criteria values, the broader network should be reviewed. In some instances, such modes may be accommodated on a parallel street, for example.

Since the El Paso Street Design Manual is intended to be used as a guide for the implementation of a broad range of thoroughfares—including both existing constrained rights-of-way and new rights-

of-way dedicated with development—it is important to understand how trade-off considerations should be made. To explain the process through which trade-offs and design decisions should be made, Table 3.2 summarizes general guidelines according to each functional classification and street type.

Section 3.1 (and specifically Tables 3.1 and 4.1) provides an overall summary of recommended guidance for each combination of functional classification and area types. More specific trade-off priority level details are included on each cross-section diagram, presented in Sections 4.2-4.8, with the aim of providing direction on where trade-offs need to be made for certain conditions.

5.3 DESIGN PRIORITIZATION FOR MODIFICATION OF TYPICAL SECTIONS

Table 5.1 below, identifies allowable modifications to typical sections based on roadway type, location and sector. Adjustments to number of travel lanes will be made based on a TIA.

Note 1: Existing landscaping and or illumination shall be taken into consideration before removal.

Table 5.1 General Design Flexibility Guidance for Thoroughfare Corridors

		Major Arterial		Minor Arterial	Collector	Local
KIT-OF-PARTS APPROACH TO THE CROSS SECTIONS						
Compact Urban	G-1, G-2, O-7	Basic Cross Section ¹	4-6 lanes without median, with parking, sidewalk, and parkway with trees	Two lanes without median or four lanes with median, with parking, sidewalk, and parkway with trees	Two lanes without median, with parking, sidewalk, and parkway with trees	Two lanes, with curb, parking, sidewalk, and parkway with trees
		Is it designated in the Bike Plan?	Volumes of 6,000 vehicles per day (VPD) or greater and posted speed of 25 MPH or greater, consider cycle track or shared use path Volumes less than 6,000 vehicles per day (VPD) and posted speed of less than 25 MPH, consider buffered bike lanes, bike lanes or bicycle boulevard		Add Cycle Track, buffered bike lanes, bike lanes or bike boulevards	Add bike lanes or a bike boulevard treatment
		Special context factors?	Substitute parkway/ tree well with hardscape		Substitute parkway/ tree well with decorative features	
Drivable Suburban	G-3, G-4, G-5, G-7, G-8, G-9	Basic Cross Section ¹	Four lanes with median, with sidewalks and parkway with trees	Two lanes without median or four lanes with median, with sidewalks and parkway with trees	Two lanes without median, with sidewalk and parkway with trees	Two lanes, with curb, sidewalk, and wider parkway with trees
		Is it designated in the Bike Plan?	Volumes of 6,000 vehicles per day (VPD) or greater and posted speed of 25 MPH or greater, consider cycle track or shared use path Volumes less than 6,000 vehicles per day (VPD) and posted speed of less than 25 MPH, consider buffered bike lanes, bike lanes or bicycle boulevard			
		Special context factors?	Add median (continuous or at major intersections only)			
Rural	G-6, O-3, O-4, O-5, O-6	Basic Cross Section ¹	Two lanes without median or 4 lanes with median, with shared use path and equestrian trail and swales	Two lanes without median, with shared use path and equestrian trail and swales		Two lanes without curbs, with equestrian trail (optional) and swales
		Is it designated in the Bike Plan?	Buffered bike lanes or shared use path			
		Special context factors?	In Rural Settlement area types, add sidewalks			

Note 1: Adjustments to number of travel lanes will be made based on a TIA.

GROWTH SECTORS

G-1 Downtown
G-2 Traditional N'hood
G-3 Post-War
G-4 Suburban
G-5 Independent City
G-6 Rural Settlement
G-7 Industrial
G-8 Fort Bliss Mixed Use
G-9 For Bliss Military

OPEN SPACE SECTORS

O-1 Preserve
O-2 Natural
O-3 Agriculture
O-4 Military Reserve
O-5 Remote
O-6 Potential Annexation
O-7 Urban Expansion

Plan El Paso Future Land Use Base Sectors

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9

Access and Connectivity



Chapter 6

Access and Connectivity

6.1 ROADWAY NETWORK CONNECTIVITY

6.1.1 APPROACH ROADS AND ACCESS

All subdivisions with a single point of access must have no roadway, or link, that exceeds three hundred feet or sixty dwelling units from the access point or an average daily traffic (ADT) of greater than one thousand two hundred. All other subdivisions must have at least two points of vehicular access, and must be connected with improved roadways to the city's improved thoroughfare and street system by two or more approach roads of the dimensions and standards hereinafter set forth. An access road that is divided with twenty feet in each direction to the intersection of two streets shall be considered two means of access.

- A. Requirements for dedication of right-of-way and improvement of approach roads, signalization, median breaks, additional lanes and other traffic mitigation or safety improvements may be increased depending upon the size or density of the proposed development, or if the need is demonstrated by traffic impact analysis (TIA).
- B. An exception for a subdivision may be allowed by the City Plan Commission

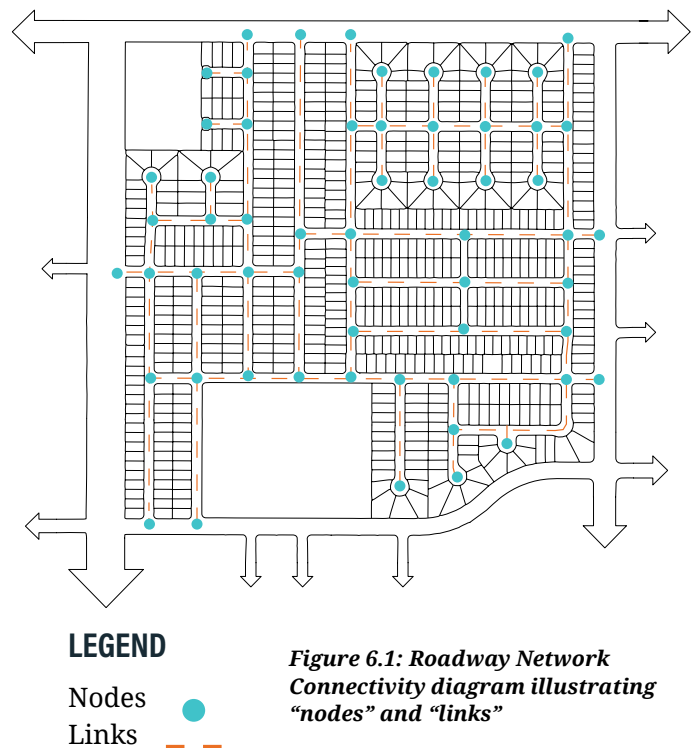


Figure 6.1: Roadway Network Connectivity diagram illustrating "nodes" and "links"

(CPC) provided a second emergency access that is controlled in a manner acceptable to the fire marshal shall be provided.

- C. Each nonresidential lot shall have a minimum frontage on a dedicated public street as required by the applicable zoning, unless other provisions have been authorized through a commercial unit development with cross access easements to the property. The City Plan Commission may approve alternative solutions provided the intent of providing adequate emergency access for public safety vehicles is met.
- D. Adequate lighting of access points shall be coordinated with the Streets and Maintenance Department and provided by the subdivider.

6.1.2 STREET SPACING GUIDELINES

The basic form of the thoroughfare system is shaped by the spacing and alignment of arterial thoroughfares. The system of arterials should be continuous and networked in a general rectilinear form. In urban areas, arterial spacing may need to be one-half mile or less. In denser urban centers and core areas, arterials may need to be spaced at one-quarter mile or less.

In more conventional suburban areas that are intended to remain so, arterial spacing of up to one mile may suffice if facilities of up to six lanes are acceptable to the community. The arterial thoroughfares should be supplemented by thoroughfares spaced at most one-half-mile apart. Such areas typically are interspersed with areas of mixed-use and walkable activity, such as commercial districts and activity centers. These centers require more frequent and connected networks of local streets.

Closer spacing of thoroughfares (one-quarter

mile for collectors) may be needed depending on pedestrian activity levels, desired block patterns and continuity. Natural features, preserved lands, or active agriculture may break up the pattern.

Local streets should be configured in a fine-grained, multimodal network internal to the neighborhood, with many connections to the system of thoroughfares. Where streets cannot be fully networked, they should be supplemented by pedestrian and/ or bike-pedestrian facilities to provide the desired connectivity.

Pedestrian facilities should be spaced so block lengths in less dense areas (suburban or general urban) do not exceed 600 feet (preferably 200 to 400 feet) and relatively direct routes are available. In the densest urban areas (urban centers and urban cores), block length should not exceed 400 feet (preferably 200 to 300 feet) to support higher densities and pedestrian activity.

All proposed developments must have a connectivity index of 1.4 or greater. The connectivity index shall be calculated by dividing the total number of links (streets including stub-out streets) by the total number of nodes (intersections, culs-de-sac, no-outlets, dead-ends).

The city plan commission may grant exceptions to these requirements only upon a finding that the development is constrained by topographic features, existing development or other impassible features. The grant of the exception requires the affirmative vote of at least three fourths of all members of the city plan commission.

6.1.3 LENGTH OF A BLOCK OR STREET SEGMENT

The maximum length of any block or street segment (including a looped street) shall be

one thousand six hundred feet along arterial streets, except that where lots are designed under Sub-section 6.2.5, blocks may not exceed eight hundred feet. Block faces shall not exceed one thousand feet along other streets and the full perimeter of a block shall not exceed two thousand four hundred feet except when Section 5.2 specifies otherwise or where topographic features or parcels of one-half acre or larger would justify an exception from this requirement. Cul-de-sac streets shall adhere to Sub-Section 6.1.4 or other requirements herein. Measurements shall be as measured along the centerline of the street from the centerline or center point of one intersection to the centerline or center point of the next intersection. For the purposes of measurement, either a full four-way intersection or a “T” three-way intersection shall be considered an intersection. Traffic calming may be provided by the developer or may be required in accordance with the adopted Neighborhood Traffic Management Policy and in accordance with the DSC by the City Manager or designee.

The length of a block or street segment may exceed the maximum length stated above under the following conditions:

1. Blocks containing retention or detention ponds, and
2. Blocks containing parks.

6.1.4 MAXIMUM LENGTH OF A CUL-DE-SAC STREET

- A. Cul-de-sacs should be discouraged in subdivision design.
- B. No cul-de-sac served by one access point in any single-family, multiple-family, industrial, or commercial subdivision shall exceed six hundred feet in length or the length as shown in Table 4.3, whichever is less.
- C. No cul-de-sac in any single-family subdivision district shall be designed to serve more than twenty-five single-family dwelling units, unless an exception is granted by the CPC to the maximum length, in which case the maximum number of dwelling units shall be increased in the same percentage as the maximum length has been increased.
- D. For purposes of this paragraph, cul-de-sac length shall be measured along the centerline of the cul-de-sac from a point beginning at the intersection of the cul-de-sac street with the centerline of the street from which it extends to the center of the turnaround at the end of such cul-de-sac. (Also see Sub-section 4.11.12 for cul-de-sac requirements.) For the purposes of measurement, either a full four-way intersection or a “T” three-way intersection shall be considered an intersection.
- E. An exception may be granted by the City Plan Commission to develop a parcel:
 1. With topographic problems;
 2. With Arroyos or environmental areas requiring protection surrounding such parcel;
 3. That is effectively landlocked with no other alternative than a cul-de-sac exceeding six hundred feet;
 4. Is in a proposed subdivision that has such a unique configuration that the only way to serve the area in question is with a cul-de-sac exceeding six hundred feet. Such exception shall not be granted if the length of the cul-de-sac can be reduced by connection to an adjacent and/or parallel street. The desire to gain additional lots from the cul-de-sac exception by itself is not

reason enough to grant such exception to the maximum length;

5. Additional modifications may be required by the City Plan Commission upon recommendation by the fire marshal's office including intermediate turnarounds (eyebrows) to accommodate emergency vehicles being provided at a maximum distance of six hundred feet;
6. Building construction within the area of the cul-de-sac beyond the six hundred feet distance shall be fire sprinklered and a note shall be added to the recording plat and the subdivision improvement plans indicating that buildings are required to be sprinklered within the subdivision, and which lot numbers have such requirement.

6.2 DRIVEWAYS AND ACCESS MANAGEMENT

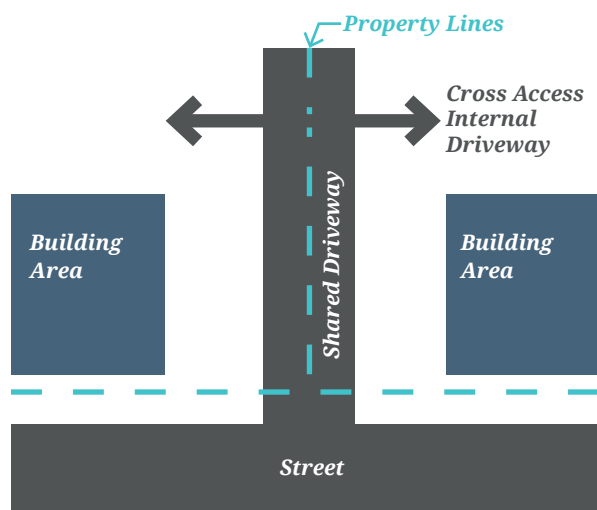


Figure 6.2 Shared Access Driveway & Cross Access Internal Driveway

6.2.1 DRIVEWAY APPROACHES AND RELATED REQUIREMENTS

Driveway approaches, curbs, gutters, pavements and appurtenances on public property and other facilities to provide access to abutting properties in the city and ETJ in connection with platting or building construction shall be constructed, provided, altered or repaired in accordance with the City of El Paso Design Standards for Construction (DSC) and as prescribed by the standards outlined within this title.

6.2.2 ACCESS MANAGEMENT

Roadway access management standards and requirements related to TXDOT roadways and city roadways shall be in accordance with this ordinance, the DSC, all other city and TXDOT regulations, and as determined by the traffic impact analysis.

6.2.3 SHARED DRIVEWAYS AND CROSS-ACCESS DRIVES

A. **Type II Driveway Approaches and Shared Driveways.** Shared access driveways in relation to Type II driveways are encouraged and may be required by the City Manager, or designee in order to ensure public safety access by providing mutual/common access to a median opening, to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots. (See Figure 6.2)

1. **Arterial Street.** A shared mutual access easement(s) for a driveway(s) may be required between adjacent lots fronting on an arterial street, as designated on the thoroughfare plan (as the street exists or is planned to be improved in the future).

2. **Location and Dimension.** The location and dimensions of such easement(s) shall be determined by the City Manager or designee.
3. **Easement on Plats.** Such easements shall be noted on the preliminary plat and final plat with the language specified as part of the city's application requirements.

B. Type II Driveway Approaches and Cross Access Internal Driveways. Cross access easements for internal driveways are encouraged and may be required as part of the preliminary and final plat approval by the City Manager, or designee in order to minimize the number of driveway cuts on streets, thereby maintaining street mobility, and to facilitate traffic flow between adjacent lots.

1. **May Be Required.** A cross access easement(s) for an internal driveway(s) may be required between adjacent lots. Such easement shall be required between adjacent properties within the same plat, phases of plats or ownership when the following conditions exist:
 - a. On arterial frontages between adjacent parking lots;
 - b. Between lots when one or more do not have direct access to the thoroughfare;
 - c. When accessing shared driveways;
 - d. On arterial lots in close proximity to intersections where individual lot driveways do not align with median breaks, thereby giving each lot access to a median break.

- C. **Location and Dimension.** The location and dimensions of such easement(s) shall be determined by the City Manager or designee.
- D. **Easement on Plats.** Such easements shall be noted on the preliminary plat and final plat with the language specified as part of the city's application requirements.

6.2.4 MEDIAN OPENINGS

Common access to median openings from driveways should be discouraged due to increase of potential conflict points and collisions.

6.2.5 LOTS ACCESSING ARTERIAL STREETS

Where a subdivision abuts or contains an existing or proposed arterial street, the City Manager, or designee may require that single-family lots shall not directly access an existing or proposed arterial and no residential lot frontage, other than the side of the lot with no access, shall be allowed on arterial streets, except where the proposed subdivision meets one or more of the following criteria:

- A. **Adjoining Property Frontage.** Where residential lot frontage is provided from an arterial street on an adjoining property, and the City Plan Commission determines that a public benefit would result from permitting the proposed development to be similarly designed.
- B. **Physical Limitations.** Where the only street frontage which may be provided to the residential lots is from an arterial street due to the shape, topography or other physical condition of the property.
- C. **Design Requirements.** Where residential lot frontage is proposed on an arterial street, the block face and lot(s) facing the arterial shall meet the following

requirements:

- a. Lots shall be accessed from an alley at the rear of the property.
- b. Lots shall not have driveway access to the arterial.
- c. The development shall provide street trees placed at thirty feet on center along the entire block face where lots face the arterial.
- d. The arterial shall provide for on street parking.
- e. The sidewalk width along the entire face of the block with lots facing the arterial shall be a minimum of six feet.
- f. The parkway along the entire face of the block with lots facing the arterial shall be a minimum of thirteen feet.

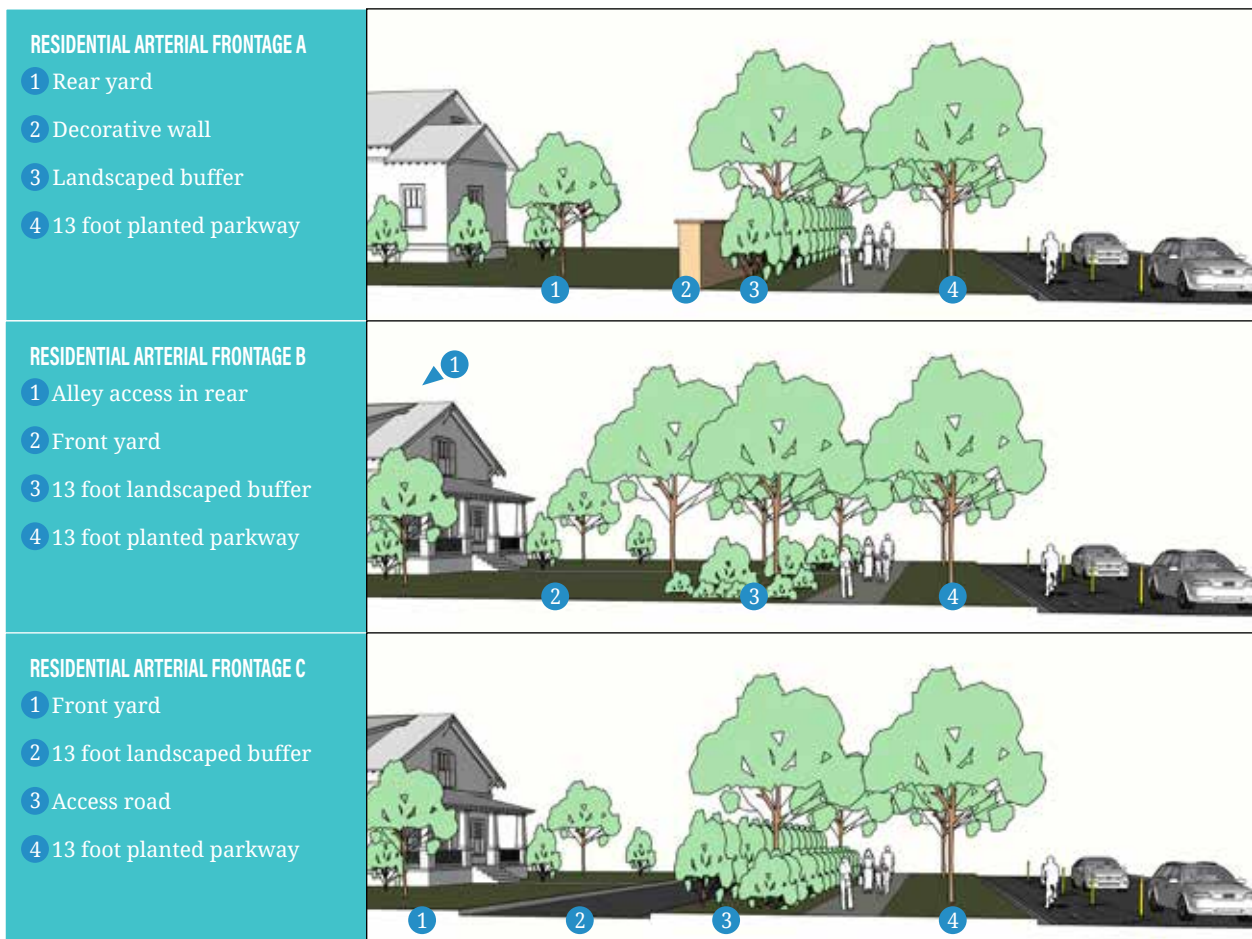


Figure 6.3 Design Visualizations for lots fronting an arterial roadway. Decorative walls will comply with Title 20 - Zoning and are shown to illustrate recommended treatments for residential lots fronting arterial roadways.



Street Lighting

7

Chapter 7

Street Lighting

7.1 PURPOSE AND APPLICABILITY

The subdivider shall furnish and install streetlights along all public and private streets, whether within the corporate limits or within the extraterritorial jurisdiction. Such streetlights shall comply with the requirements of this title, the City of El Paso lighting ordinance found in Title 18, the City's Building and Construction Standards and with the requirements of the DSC. The standards shall apply in determining the number of streetlights required, and are based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the city.

7.2 CONTEXTUAL STREET LIGHTING

Lighting can and should vary between various contexts. Lighting of rural roadways may be desired, but the need is much less than in Compact Urban areas. Lighting of rural areas is not well justified except in certain areas including intersections, railroad grade crossings, bridges and tunnels, sharp curves and where roadside interferences are present.

Compact Urban and Drivable Suburban roadway lighting is necessary to enhance

safety. General fixed-source roadway lighting is mounted on a support pole at least 30 feet above the roadway surface. Pedestrian-scale lighting is fixed-source lighting mounted at a lower height than other roadway lighting, generally only 15 feet above grade. It is essential for illuminating sidewalks, crosswalks, bike lanes and other multi-modal facilities. Pedestrian-scale lighting should be used in any contexts where relatively high volumes of pedestrian activity are anticipated such as transit stops, educational and medical institutions and mixed use or commercial areas.

7.2.1 LIGHTING PLANNING & DESIGN

All projects that involves a roadway is to be evaluated for lighting requirements. This includes:

1. Land development, including new roadways
2. Upgrades to existing roadways with geometric modifications
3. Upgrades to existing roadways without geometric modifications
4. Retrofits to an existing roadway lighting system

The design of a roadway lighting system

needs to take into consideration various factors including:

- **Safety** – the primary objective of roadway lighting is to enhance road user safety by providing road users with improved nighttime visibility of roadway conditions and potential hazards.

Light poles, transformers and cabinets present potential hazards to errant vehicles. Therefore, take careful consideration of installation locations. In addition, location is crucial for maintenance crews to be able to conduct activities in a safe, economical and effective manner.

Evaluate Clear zones. The clear zone is the preferred location for installing elements associated with the lighting system whenever it is possible. The width of the clear zone is dependent on the traffic speed, traffic volumes, road geometry, and alignment. For more information regarding clear zones, refer to the AASHTO Roadside Design Guide.

- **Cost** – A proposed design shall include Estimates for Capital costs, Operating costs and Life Cycle costs. Operating cost calculations should include maintenance and energy costs.
- **Optimization of Lighting** – In general, design a roadway section requiring lighting to use the least amount of lighting infrastructure possible to provide the recommended amount of light for roadway user safety. Evaluate photometric reports of various products and select luminaires with optics most suitable for a given application. Optimize the design and use the fewest number of luminaires and poles, reducing both

capital and life cycle costs.

The use of few poles also improves the roadway aesthetics, reduces visual clutter, and enhances safety by reducing the possibility of collisions with poles by errant vehicles.

- **Aesthetics** – Roadway aesthetics are most heavily influenced by the pole height and layout. In areas with high pedestrian volumes such as downtown and entertainment districts, the use of shorter poles, for a more pedestrian – scale appearance, is recommended.
- **Environmental Consideration** – some street locations pose special environmental concerns related directly to lighting. Designers should consider how to mitigate the negative effects of roadway lighting when designing for these special situations. This includes:
 1. **Vehicle-wildlife conflict areas.** Give consideration to light areas past the roadway edge. This will assist roadway users in identifying wildlife entering the roadway or adjacent areas and may aid road users in avoiding collisions with animals. The use of approved taller poles with a longer setback from the roadway will facilitate a wider lighted area.
 2. **Obtrusive light impacts** – Design the lighting system so it minimizes obtrusive light impacts particularly in urban areas and address dark sky compliance, light trespass, sky glow, and offsite glare.
- **Site conditions** – The lighting designer should work with the landscape designer to find the best locations for trees and bushes with respect to the luminaires.

In all cases, the lighting should take precedence over the installation and maintenance of trees and bushes.

- Collision data and investigations – The designer should use this information to improve lighting to recommended levels within areas that have a history of collisions involving vehicles and pedestrians.

7.2.2 LIGHTING DESIGN PROCESS

Visual Task. Designers should completely understand the visual task in a given setting. The designer often thinks only in terms of the driving task. Take into account seeing pedestrians, dropping off passengers, viewing elements within the streetscape, reading signs, and other driving tasks related to urban areas. Other users include pedestrians and bicyclists, which also require adequate lighting for their tasks.

Design Considerations:

1. Impact of headlights. Generally, roads designed for speeds of 30mph or less do not require additional illumination, vehicle headlights are sufficient.
2. “Because it is dark” is not a reason for installing street lighting. Carefully evaluate the reason and purpose the requirement for installing street lighting
3. Location Considerations:
 - Pole locations should be compatible with driveway entrances, property lines and windows of residential dwellings and be aware how pole location affects the adjacent properties not just the site.
 - Pole locations should be coordinated with physical obstructions such as trees, distribution transformers,

utility enclosures and other utility infrastructure. Avoid installing street lighting on El Paso Electric poles as much as possible.

- Installation of Street lighting fixtures on poles/structures not owned by the City of El Paso is not permitted. The only exceptions are poles owned by El Paso Electric, and only if there are no other options available for installing a fixture. The El Paso Electric Co. and Streets and Maintenance Department must approve this installation prior to design approval.
 - No portion of the street lighting system shall be installed on private property.
 - Always check clearance to overhead power lines.
 - Coordinate with The El Paso Electric Co. at the pre-design phase to determine service availability and location of power drops.
 - Additional lighting may be needed for streets near playgrounds, green spaces, or school zones.
4. Equipment considerations
 - Dark sky compliance now asks for fixtures with light spectrum Color Coordinated Temperature (CCT) of 3000K or less. Color rendering Index (CRI) of fixtures should be no less than 70%
 - In keeping with environmental concerns the up-light rating in B-U-G rating system shall be zero (0).
 - Decorative street lights are not considered street lighting. Decorative lighting is designed for improving

aesthetics and not roadway safety.

5. Safety and security - lighting may not ensure security, but the presence of lighting may provide a sense of security.
6. Other recommended considerations
 - All streets shall be illuminated as per their classification as determined by the proper warrants. See table below.
 - The B-U-G rating for a particular street's luminaires, shall not serve to compromise the design criteria as determined by the street design classification and pedestrian classification.
 - Environmental Lighting Zones shall have no influence in the selection of the proper street classification.
 - No off-road lighting shall be considered in determining a street classification, nor shall any off-road lighting contribution be used to achieve the minimum lighting requirements of a classification.
 - Street lighting design shall be restricted as much as possible to the roadway area. However, it may be desirable to extend the lighting to adjacent areas such as sidewalks.
 - Off-road lighting installations shall take into consideration any adjacent streets so as not to create any safety issues for drivers.
 - Metal street light poles placed within streets with a posted speed limit greater than 30mph require a breakaway device.
 - Luminaire and pole Location should

be such as not to obstruct sidewalks or to provide enough clearance for placement of a sidewalk where none exists.

7.2.3 PRE DESIGN

The designer is expected to evaluate and understand the roadway geometrics and utility locations both overhead and underground prior to beginning the design.

The design must be coordinated and integrated with all civil design elements.

The designer is expected to be familiar with the City of El Paso light ordinances and National Electric Code requirements.

The designer is expected to investigate the site conditions. This includes proper assessment of the condition of existing equipment. Google maps investigations are not proper site condition investigations.

Lighting systems near railroad tracks have specific track-clearance requirements which are covered at the end of this chapter. Coordination with the proper railroad authority may be necessary and any approvals by them secured during this phase of the design.

Coordination with El Paso Electric Company is required at this stage to determine power service requirements, location of power drops and if any transformers or equipment needs to be installed or ordered. In addition, any conflicts with distribution and transmission lines and clearance distances owned by The El Paso Electric Company are to be cleared by them.

Environmental issues of concern are offsite glare, light trespass, and sky glow. Also, be aware of community concerns.

Take into consideration maintenance and operations into the design. Materials used should be corrosion resistant and durable. It is critical that luminaires be safely accessible with minimal disruption to traffic. Consult with the Streets and Maintenance Department's Street Lights section during this phase.

Poles can be a potential hazard to errant motor vehicles. Clear zones and pole placement issues should be known and addressed.

Historical traffic data. Consult with the Streets and Maintenance Traffic section for historical information regarding hazardous locations and problematic locations with recorded collision statistics. Problematic areas should be identified and solutions discussed.

Historical Districts. Consult with the City of El Paso Historical district for any limitations or restrictions to the design of the lighting system.

7.3 STANDARDS

The classifications in Table 7.1, Table 7.2 and Table 7.3 shall be used for purposes of this chapter.

7.3.1 HIGHWAY LIGHTING VS. STREET LIGHTING

The intent of this chapter is to provide guidance in planning and designing street lighting. To assist with this a definition for both highway lighting and street lighting are given.

Highway lighting refers to lighting that is provided for freeways, expressways, limited access roadways, and roads on which pedestrians, cyclists, and parked vehicles are generally not present. The primary purpose

of highway lighting are to help the motorist remain on the highway and help with the detection of obstacles within and beyond the range of the vehicle's headlights.

Street lighting refers to lighting that is provided for major (arterial), collector, and local roads, where pedestrians and cyclists are generally present during hours of darkness. The primary purpose of street lighting are to help the motorist identify obstacles, provide adequate visibility of pedestrians and cyclists, and assist in visual search tasks, both on and adjacent to the street.

7.3.2 RESIDENTIAL STREET LIGHTING

Designers should always maintain the recommended light levels for residential streets as for any other roadway. General objectives that can be achieved in a residential street lighting installation include:

1. pedestrian and driver safety
2. crime reduction
3. comfortable use of residential neighborhood streets after dark
4. obtrusive light control
5. minimized power usage
6. community and neighborhood ambience

Location Consideration

1. Pole locations should be compatible with driveway entrances, property lines, and windows of residential dwellings.
2. Pole locations should be coordinated with physical obstructions such as trees, distribution transformers, utility enclosures and other utility infrastructure. Minimize the number

TABLE 7.1 - CLASSIFICATIONS AND DEFINITIONS FOR ILLUMINATION DESIGN (MAY DIFFER IN OTHER DOCUMENTS, ZONING CODES, BUILDING CODES, AND AGENCIES)

STREET CLASSIFICATION	DESCRIPTION
Major Street	Principal network for through-traffic flow. Connect areas of principal traffic generation and important rural roadways entering and leaving the city. Primary and secondary arterials and thoroughfares.
Collector Street	Road servicing traffic between major and local streets. Used mainly for traffic movements within residential, commercial and industrial areas. Used for truck or bus movements.
Local Street	Direct access to residential, commercial, industrial or other abutting property.
Alley	A narrow public way within a block, generally used for vehicular access to the rear of an abutting property.
Isolated Traffic Area	Where an increased potential exists for collisions between vehicle, between vehicles and pedestrians, and/or between vehicles and fixed objects. Examples include intersections, crosswalks, and merge areas.
Median	Portion of a divided roadway physically separating the traveled ways for traffic in opposite directions

TABLE 7.2 - PEDESTRIAN ACTIVITY CLASSIFICATIONS FOR LIGHTING DESIGN

PEDESTRIAN ACTIVITY AREAS	DESCRIPTION	DESIGN CONSIDERATION
High	Commercial areas with high nighttime pedestrian activity.	The use of both horizontal and vertical illuminances is recommended for design
Medium	Community facilities such as libraries and recreation centers.	Pedestrian safety and providing guidance to primary travel ways are key elements in the design.
Low	Direct access to residential, commercial, industrial or other abutting property.	Allow both driver and pedestrian to visually orient in the environment, detect obstacles, identify other pedestrians, read street signs and recognize landmarks.

TABLE 7.3 - PAVEMENT CLASSIFICATIONS FOR LIGHTING DESIGN

Pavements can be grouped into a limited number of standard road surfaces (Class) having specific reflectance (Q_0) characteristics. Calculations where pavement luminance or Small Target Visibility (STV) are used, reflectance values may be taken from Table

CLASS	Q_0	DESCRIPTION	MODE OF REFLECTANCE
R1	0.10	Portland cement concrete road surface Asphalt road surface with a minimum of 12% aggregate composed of artificial brightener (e.g. Synopal) aggregates. (E.g. labradorite, quartzite)	Mostly Diffuse
R2	0.07	Asphalt road surface with an aggregate composed of a minimum 60% gravel (size >1 cm) Asphalt road surface with with 10 to 15 percent artificial brightener in aggregate mix. (Atypical for North America)	Mixed (diffuse and specular)
R3	0.07	Asphalt road surface (regular and carpet seal) with dark aggregates (e.g. trap rock, blast furnace slag); rough texture after some months of use. (typical highway)	Slightly Specular
R4	0.08	Asphalt road surface with very smooth texture	Mostly Specular

- of poles to pole clutter and improve aesthetics.
3. Luminaire orientation on curves shall be oriented at 90 degrees perpendicular to the tangent of the curve. Street light poles placed on the outside of a curve and center medians have a greater tendency of being struck by a vehicle. Consider this as to the placement of the street light. From an errant vehicle perspective, it is preferred that the luminaire and pole be placed on the inside curve rather than the outside curve and on the parkway (left and right sides of the road) instead of the center medians.
 4. All luminaires for street lighting shall be full cut off and dark sky compliant. Up lighting rating (U) shall be zero (0).
 5. Keep light trespass to a maximum of 0.05fc at the property line in residential areas and 0.1fc in commercial districts whenever possible. This restriction however, should not compromise the minimum requirements for safely illuminating for a roadway.
 6. Fixtures with a B-U-G ratings of no more than 1-0-2 shall be used in residential street lighting.
 7. BUG ratings - Residential streetlights with design speed of 30mph or less and low pedestrian traffic. should have an Up Light (U) rating of 0 and a Glare (G) rating no greater than 2. The BUG rating however, shall not compromise the design criteria as determined by the street design classification and Pedestrian classification.
 8. Keep back lighting to a minimum to allow illumination of the sidewalk but close the 0.5 fc at the property line.
 9. Arterial lighting should meet the requirements of the street Design Classification and Pedestrian Classification.
 10. Environmental Lighting Zones shall have no influence in the selection of the proper Street Classification.
 11. Place streetlights perpendicular to the street. At intersections, the light shall illuminate as shown in Fig. 7.1. Place streetlights beginning of a cul-de-sac or heel.
 12. Place streetlights as close to between property lines as shown in Fig 7.1 below.
 13. For street lighting, the recommended

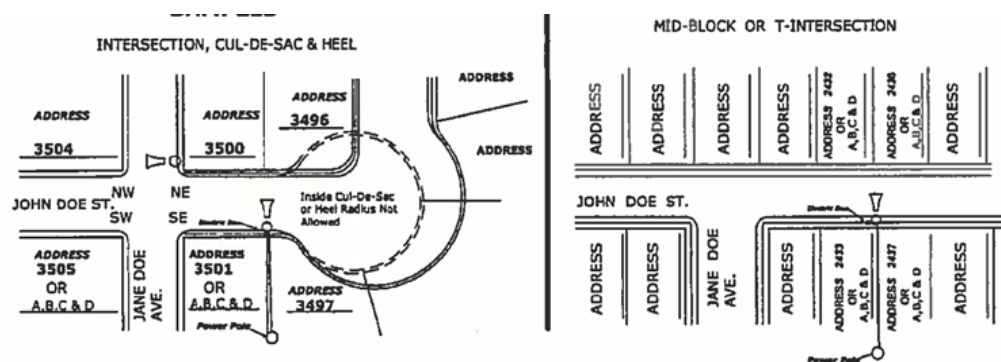


FIGURE 7.1 LIGHTING REQUIREMENTS FOR RESIDENTIAL STREET LIGHTING

TABLE 7.4 - ILLUMINATION REQUIREMENTS

Street Classification	Pedestrian Activity Classification*	Average Luminance L_{avg} (cd/m ²)	Average Uniformity Ratio L_{avg}/L_{min}	Maximum Uniformity Ratio L_{max}/L_{min}	Maximum Veiling Luminance Ratio $L_{v,max}/L_{avg}$
Major	High	1.2	3.0	5.0	0.3
	Medium	0.9	3.0	5.0	0.3
	Low	0.6	3.5	6.0	0.3
Collector	High	0.8	3.0	5.0	0.4
	Medium	0.6	3.5	6.0	0.4
	Low	0.4	4.0	8.0	0.4
Local	High	0.6	6.0	10.0	0.4
	Medium	0.5	6.0	10.0	0.4
	Low	0.3	6.0	10.0	0.4

Table Notes:

* Pedestrian Activity Classifications are defined in Section 11.3.3.

L_{avg} : Maintained average pavement luminance

L_{min} : Minimum pavement luminance

$L_{v,max}$: Maximum veiling luminance

method of calculation is luminance. For cul-de-sacs the recommended method of calculation is illuminance. For minimum luminance requirements use table 7-4

- ii. Collector (C) roadway: 1,500 to 3,500 vehicles ADT
- iii. Local (L) roadway: 100 to 1,500 vehicles ADT

7.3.4 INTERSECTIONS, ROUNDABOUTS AND CROSSWALKS

The following definitions shall be used for purposes of this chapter:

1. Intersection – The general area where two or more roadways cross at the same level. Also called a grade intersection
2. Isolated intersection – a lighted area in which two or more non-continuously lighted roadways join or cross at the same level.
3. Crosswalk – any portion of a roadway at an intersection or elsewhere distinctly indicated as a pedestrian crossing by lines on the surface, which may be supplemented by contrasting pavement texture, style, or color.
4. Intersection Classifications: Each intersecting street or roadway may be classified as one for the following based on the average daily traffic (ADT):
 - i. Major (M) roadway: Over 3,500 vehicles ADT,

Note: these street classifications apply only to Table 7.5 for determining intersection lighting levels.

5. Full Intersection Lighting – Used for continuous lighting situations. If an intersecting roadway is illuminated above the recommended value, then the intersection illuminance value should be proportionately increased. The corresponding uniformity ratio should meet the highest roadway classification.
6. Light poles should be positioned in advance of the crosswalk to improve visibility in the crosswalk by providing improved vertical illuminance and positive contrast.
7. Partial Intersection Lighting (Isolated Intersections) – a lighting system that is put in place to provide lighting at points of potential conflict. Not continuous lighting.
8. Delineation (beacon) lighting – Lighting that marks an intersection location for approaching traffic, lights vehicles on a cross street, or lights a median crossing.

TABLE 7.5 - ILLUMINANCE CRITERIA FOR FULL INTERSECTION LIGHTING (lux/fc)

Illuminance for Intersections				
Functional Classification	Pedestrian Activity Level Classification			E_{avg}/E_{min}
	High	Medium	Low	
Major/Major	34/3.2	26/2.4	18/1.7	3.0
Major/Collector	29/2.7	22/2.0	15/1.4	3.0
Major/Local	26/2.4	20/1.9	13/1.2	3.0
Collector/Collector	24/2.2	18/1.7	12/1.1	4.0
Collector/Local	21/2.0	16/1.5	10/0.9	4.0
Local/Local	18/1.7	14/1.3	8/0.7	6.0

TABLE 7.6 - ILLUMINANCE CRITERIA FOR PARTIAL (ISOLATED) INTERSECTION LIGHTING (lux/fc)

Road Classification	Pavement Classification			Uniformity Ratio E_{avg}/E_{min}
	R1 lux/fc	R2 & R3 lux/fc	R4 lux/fc	
Major	6/0.6	9/0.8	8/0.7	3.0
Collector	4/0.4	6/0.6	5/0.5	4.0
Local	3/0.3	4/0.4	4/0.4	6.0

Design Considerations

Design considerations are typical for all roadway-related lighting designs.

1. Safety – Consider the placement of poles, transformer, cabinets and establish clear zones as described in AASHTO documents. Evaluate possible glare situations.
2. Site Conditions – Investigate site conditions to establish the context in which the lighting design will be completed. Take into account land use, traffic and pedestrian activity levels, intersection and roadway geometry and classification and potential hazards.

Design Criteria

Establish the design criteria prior to starting the lighting design:

- Light levels and uniformity requirements
- Pavement classifications
- Full, partial, or delineation lighting
- Local policies and ordinances

Design Elements

Consider variable design elements such as pole placement, light source type, fixture height, arm length, offsets, wattage, light output and distribution. Luminaire wattage and mounting heights may need to vary from those on the approach roads to meet the required levels of illumination and uniformity ratios for the intersection.

Intersections

Lighting design parameters for grade intersections depend on whether continuous or non-continuous lighting exists. In areas with continuous lighting, design with full intersection lighting. For non-continuous lighting areas design as Partial intersection lighting (Isolated Intersections).

Tables 7.5 and 7.6 are the minimum recommended values for Full Intersection Lighting.

Figures 7.2 and 7.3 illustrate the conflict areas that should be illuminated. Use for both Full & Partial Intersection Lighting.

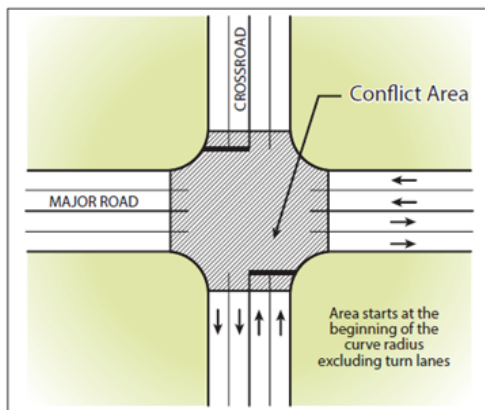


FIGURE 7.2 CONFLICT AREA, FOUR-WAY INTERSECTION

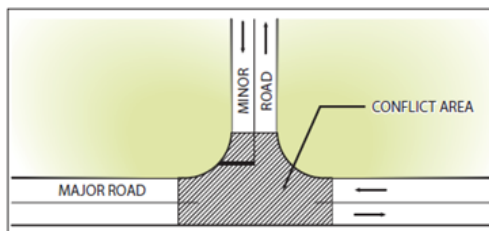


FIGURE 7.3 CONFLICT AREA, T-INTERSECTION

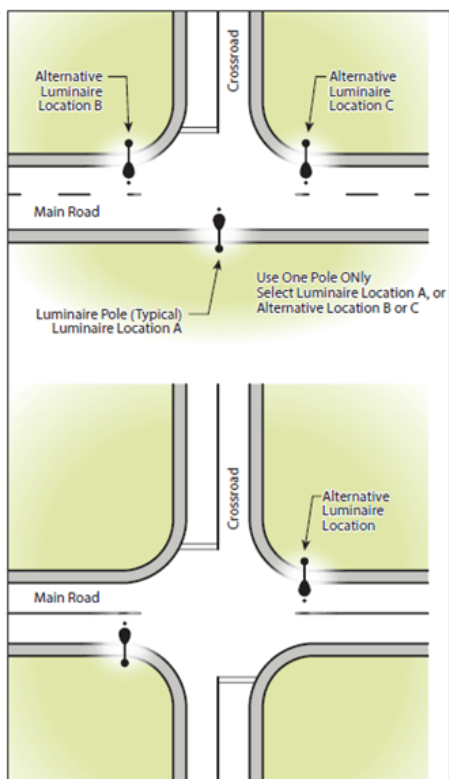


FIGURE 7.4 TYPICAL POLE LAYOUTS FOR DELINEATION LIGHTING

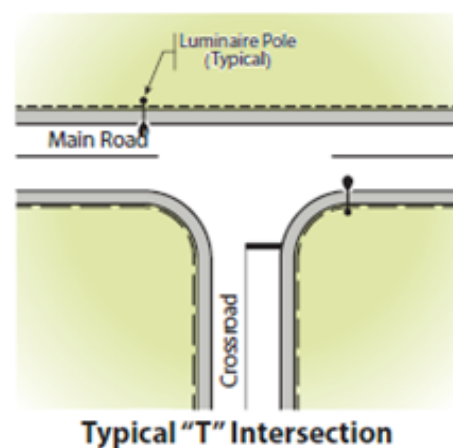
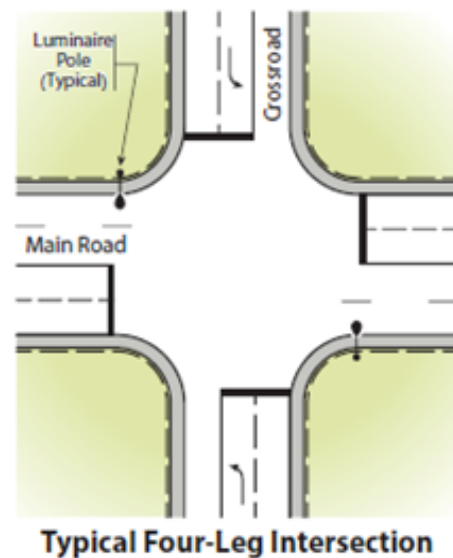
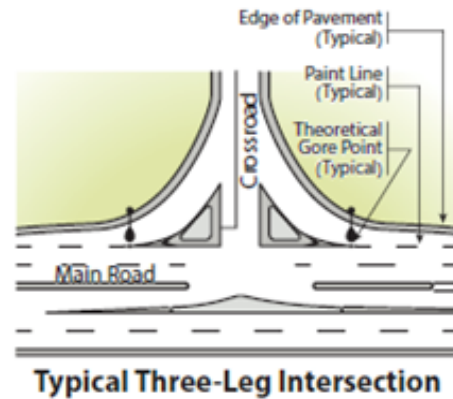


FIGURE 7.5 TYPICAL POLE PLACEMENT FOR PARTIAL INTERSECTION LIGHTING

Intersection Delineation (Beacon Lighting) shall consist of a single luminaire installed simply for marking the presence of an intersection. Low light output luminaires and low mounting heights should be used in order to reduce glare.

For roads with four or fewer lanes, it is recommended that a single HID luminaire source of 150W or less (LED equivalent) mounted on 30ft. height or lower.

For roads with more than four lanes, it is recommended a 250W or less HID luminaire source or LED equivalent) mounted on a 30 to 45 ft. pole. Luminaires should be oriented toward the road with the highest traffic volume.

Roundabouts

The lighting of roundabouts serves two primary purposes

1. It makes the roundabout visible from a distance, improving the roundabout's perception to approaching users.
2. It makes key conflict areas more visible, thus improving user' perception of the layout of the intersection and their

perception of one another as they use the roundabout.

The lighting should mark a break in the linear path of the approaching roads by emphasizing the circular aspect of the roundabout and thus improve the users understanding of its operation and their task ahead.

Light Recommendations for Roundabouts

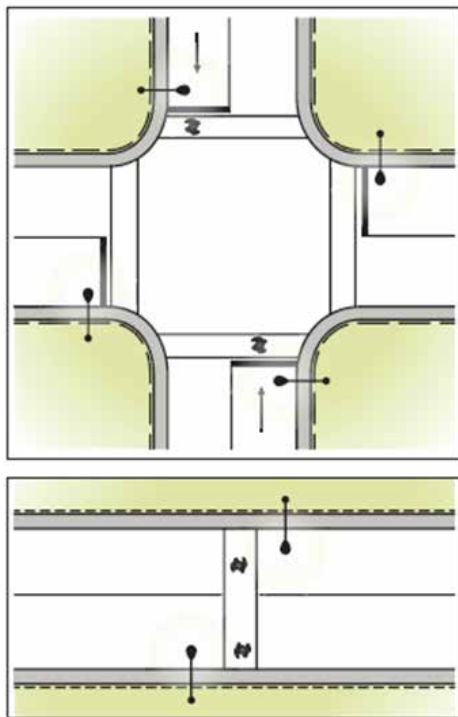
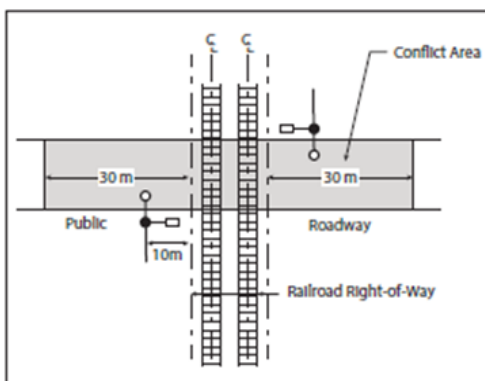
Use a combination of horizontal and vertical illuminance (when crosswalks are present) to determine proper lighting levels. Refer to Table 7.7 for minimum illumination requirements and uniformity ratios.

Crosswalks at Intersections

A minimum vertical illuminance level of 20 lx measured at 5 ft. from the road surface is recommended to allow drivers to detect pedestrians in midblock crosswalks at adequate stopping distances under rural conditions. Higher levels might be required if glare from opposing vehicles is a possibility or when the crosswalk is located in areas with high ambient light levels or at a lighted intersection. For areas with a medium

TABLE 7.7 - MINIMUM PAVEMENT ILLUMINANCE FOR ROUNDABOUTS BASED ON PEDESTRIAN ACTIVITY CLASSIFICATION.

Illuminance for Roundabouts (lux/ft)				
Functional Classification	Pedestrian Activity Classification			E_{avg}/E_{min}
	High	Medium	Low	
Major/Major	34/3.2	26/2.4	18/1.7	3:1
Major/Collector	29/2.7	22/2.0	15/1.4	3:1
Major/Local	26/2.4	20/1.9	13/1.2	3:1
Collector/Collector	24/2.2	18/1.7	12/1.1	4:1
Collector/Local	21/2.0	16/1.5	10/0.9	4:1
Local/Local	18/1.7	14/1.3	8/0.7	6:1

FIGURE 7.6 CROSSWALK POLE PLACEMENT**FIGURE 7.6 CROSSWALK POLE PLACEMENT**

pedestrian conflict, the minimum should be 30 lx. 40 lx for high pedestrian conflict locations.

Figure 7.6 shows the proper placement for lighting at crosswalks.

At-Grade Railway Crossings

Design Considerations

The intent of railroad grade crossing lighting is to light the conflict area of the crossing. The conflict area is defined as the complete road cross section, including the shoulders, to a distance of 30 meters in front of the crossing in both directions.

Design Issues

Coordinate all designs with the proper railroad authority at all stages of the design. The electric company should also be involved at this stage.

Consider clear zones and the use of breakaway systems at railroad crossings.

Lighting Recommendations

Maintain an average of at least 10 lux on the vertical plane of the train cars for each track, the plane of measurement to be located along the centerline of each track for each roadway approach. Use Luminaires with low intensity at high angles to minimize glare.

Lighting Calculations

Use Horizontal illuminance calculations for the approach road as for partial intersection lighting. Use vertical illuminance for the train cars with the light meter pointing in the direction of the approaching road user. Glare calculations are not required.

7.3.5 MINIMUM LIGHTING REQUIREMENTS

Streetlights shall be installed in accordance with the requirements of this chapter and the DSC by the developer:

- C. At all intersections as close to the corner as possible;
- D. At the beginning of turnarounds of cul-de-sac exceeding three hundred feet in length, unless located by the City Manager or designee at different intervals or at corners to provide better coverage. In no case, however, shall the number of lights provided by the developer exceed the number in subsection (6) below;
- E. Shall have no greater distance than three hundred feet between them within or abutting the subdivision, unless located by the City Manager or designee at different intervals or at corners to provide better coverage. In no case, however, shall the number of lights provided by the developer exceed the number in subsection (6) below;
- F. “Dark sky” compliant streetlights shall be installed in accordance with the DSC;
- G. Streetlights shall be placed at approximately equal intervals between intersections and shall be subject to the approval of the City Manager or designee;
- H. The number of streetlights that are the responsibility of the developer shall be calculated as the total linear footage between street intersections divided by the required spacing of three hundred feet for local and collector streets and as required by the illumination plan for arterial streets. Fractions of streetlights shall be rounded to the next whole number when the fractional amount is equal to or exceeds 0.50. Fractional amounts less than 0.50 shall not require

an additional streetlight.

7.4 EASEMENTS

Where required, electrical service easements for overhead or underground electrical services shall be provided as a part of the subdivision approval. The service connections and streetlight poles shall be installed by the subdivider.

7.5 EXCEPTIONS

Exceptions or reductions to the streetlight spacing requirements for local streets in residentially zoned exclusive single family neighborhoods may be authorized by the City Plan Commission at the request of the developer at the time of plat approval:

- A. Where streetlights are not present or have reduced coverage and have not historically complied;
- B. On local streets within an approved subdivision where all the lots have a minimum one-half acre lot area and the adjoining properties have reduced streetlighting;
- C. On mountain residential and divided mountain residential streets within an approved mountain development subdivision; or
- D. Streetlighting shall be provided at all intersections regardless of other exceptions or reductions that may be granted.

7.6 EXPENSES PRIOR TO ACCEPTANCE

The subdivider shall be responsible for the maintenance and associated cost of electrical energy of the streetlights until such lights are accepted by the city or the City of El Paso shall accept the streetlights for maintenance and

electrical energy costs at the time it accepts the streets and other public improvements within the subdivision for maintenance.

7.7 ILLUMINATION PLAN

An illumination plan for all streets within the subdivision, as part of the requirements of this chapter, shall be filed, together with the subdivision improvement plans, and based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the city. The plan shall show the proposed location of the streetlights. The illumination plan shall be subject to the approval of the city engineer or other designee of the City Manager within the corporate limits, and of the county engineer within the extraterritorial jurisdiction.

At minimum, the street illumination plan shall include:

1. A plan-view drawing showing all proposed, existing and future road geometrics (curbs and gutters, sidewalks, crosswalks) and utilities. Overlay pole locations, conduit and wiring, and the service location on the plan. Include legend and notes specific to the design.
2. Pole elevation drawings, including pole and foundation details. If standard drawings are available, a reference to the standards may mitigate the need to detail these items.
3. Schematic and/or one-line diagram of service, lighting controls, and branch lighting circuits. If standard drawings are available, a reference to the standards may mitigate the need to detail these items.
4. Drawings signed and sealed by a

Professional Engineer licensed in the State of Texas.

5. Photometric drawings, although not part of a plan set, will be required for review during the design process. Show light levels as contours for easy of reading. Do not terminate the contours at the property lines. Include table(s) showing the recommended lighting values and the design values. (ex. Avg. fc and uniformity ratios).
6. Superimpose the Traffic plan on the street light plan. Show crosswalks, traffic intersections, midpoint crosswalks, signs etc. If there is landscaping involved, a separate landscape plan superimposed on the street light plan showing the size and shape of mature trees shall be included to determine any conflicts with illumination and street light fixtures.
7. Provide cost estimates for the project with the final drawings.

7.8 AS-BUILT ILLUMINATION PLAN

Prior to the acceptance of the streetlights for maintenance by the city or county, an amended illumination plan showing the final location of the streetlights installed by the subdivider shall be submitted to the city engineer or other designee of the City Manager or county engineer.

7.9 CUSTOM LIGHTING

- A. The subdivider may elect to provide custom lighting in lieu of the required standard streetlighting, subject to the approval of such lighting by the City Manager or designee. Custom lighting shall be furnished and installed to meet the approved standards of Title 18, the City's Building and Construction

Standards.

- B. Where custom lighting is approved within the street right-of-way, the city or county shall be liable for the costs of electrical energy of the custom lighting provided that the following conditions are met:
 - 1. A separate rate can be charged to the city by the electric utility for the custom lighting proposed; and
 - 2. The total rate charged to the city is equal to or less than the rate for electrical energy for standard streetlighting in the same configuration.
- C. If a subdivider elects to provide and install custom lighting, a public improvement district (or other such private entity) shall be created which will be perpetually liable for all costs associated with the maintenance of the lighting fixtures. Where the city is not liable for the costs of electrical energy from the custom lighting as provided in this subsection, the public improvement district shall also be liable for the electrical energy costs of the custom lighting.
- D. An agreement between the city and the public improvement district shall be required which makes adequate provision to indemnify and hold the city harmless from any claims which may arise from the custom lighting, whether within or outside of the public right-of-way. The agreement shall provide that the city may require that any or all of the installed custom lights be removed, at the public improvement district expense, when a finding is made by the city council or county commissioners' court based on a recommendation of the city engineer or other designee of the City Manager or county engineer that the custom lighting creates a nuisance or is unsafe. Upon such a finding, standard streetlighting pursuant to this chapter shall be required to be furnished and installed to replace the custom lighting.
- E. The city shall reserve the right to review and approve all such provisions of the agreement. The agreement shall accompany the subdivision improvement plan submission. Restrictive covenants which include the provisions for continuous lighting and perpetual maintenance of the custom streetlights shall be recorded by the subdivider concurrently with the subdivision.
- F. Where custom lighting is provided, the subdivider or public improvement district shall notify the electric utility before any work is commenced at any streetlight location.
- G. Custom streetlighting placed within the public right-of-way shall meet the lumen level required in the DSC and provide roadway coverage meeting or exceeding that provided by standard streetlighting. Lighting outside the right-of-way shall meet the lumen level and coverage requirements of the DSC.

8

Traffic Calming



Chapter 8

Traffic Calming & Vision Zero

8.1 TRAFFIC CALMING

Traffic calming should be considered in street design, especially in residential areas, near parks and other public facilities. Traffic calming standards are detailed in the DSC.

Traffic Calming must be considered by a developer where the roadway facility exceeds the street length standards and treatments from traffic calming devices described in the amended NTMP.

8.2 VISION ZERO (RESERVED)

Chapter reserved for future information.

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The image shows a rolled-up architectural drawing, possibly a bridge plan, resting on a larger sheet of paper. The rolled drawing is partially unrolled, revealing a circular section with radial lines and various annotations. The larger sheet of paper contains a detailed technical drawing of a bridge structure, including a cross-section labeled "SECTION 1-1" and a plan view labeled "MAIN PIER KEY PLAN". The drawings include dimensions, elevations, and structural details.

The image shows a rolled-up architectural drawing, possibly a site plan or key plan, resting on a larger, partially unrolled drawing. The rolled-up drawing is labeled "MAIN PERS KEY PLAN" and features a circular structure with radial lines and various annotations, including "21.500-6.1" and "21.500-6.1". The background drawing includes sections labeled "SECTION 11" and "SECTION 12" with detailed cross-sections and dimensions. The rolled-up drawing also has a label "MAIN PERS KEY PLAN" and "21.500-6.1".

Chapter 9

Design Standards for Construction

9.1

Chapter reserved for future information.
Interim design standards that reflect the
requirements of this manual are provided in
appendix A.

Definitions

10



Chapter 10

Definitions

“Avenue (AV)” means a Thoroughfare of high vehicular capacity and low to moderate speed, acting as a short distance connector between urban centers, and usually equipped with a landscaped median.

“Bicycle Boulevard (BB)” means a street with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets. (Source: NACTO)

“Bicycle lane (BL)” means a dedicated lane for cycling within a moderate-speed vehicular Thoroughfare, demarcated by striping.

“Bicycle route (BR)” means a Thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds.

“Bicycle trail (BT)” means a bicycle way running independently of a vehicular Thoroughfare.

“Boulevard (BV)” means a Thoroughfare designed for high vehicular capacity and moderate speed, traversing an urbanized area. Boulevards are usually equipped with slip roads buffering sidewalks and buildings.

“Buffered Bicycle Lane” means conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. (Source: NACTO)

“Curb” means the edge of the vehicular pavement that may be raised or flush to a swale. It usually incorporates the drainage system.

“Design speed” means the velocity at which a Thoroughfare tends to be driven without the constraints of signage or enforcement. There are four ranges of speed: very low: (below 20 MPH); low: (20 to 25 MPH); moderate: (25 to 35 MPH); high: (above thirty-five MPH). Lane width is determined by desired design speed.

“Drive” means a Thoroughfare along the boundary between an urbanized and a natural condition, usually along a waterfront, park or promontory. One side has the urban character of a Thoroughfare, with sidewalk and building, while the other has the qualities of a road or parkway, with naturalistic planting and rural details.

“Road (RD)” means a local, rural and suburban Thoroughfare of low-to-moderate vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T1-T3).

“Effective turning radius” means the measurement of the inside turning radius taking parked cars into account.

“Highway” means a rural and suburban Thoroughfare of high vehicular speed and capacity. This type is allocated to the more rural Transect Zones (T-1, T-2, and T-3).

“One-Way protected cycle track” means bikeways that are at street level and use a variety of methods for physical protection from passing traffic.

“Passage (PS)” means a pedestrian connector, open or roofed, that passes between buildings to provide shortcuts through long blocks and connect rear parking areas to Frontages.

“Path (PT)” means a pedestrian way traversing a park or rural area, with landscape matching the contiguous Open Space, ideally connecting directly with the urban sidewalk network.

“Protected bicycle lane” (See “One-way protected cycle track”)

“Raised median” means a raised barrier in the center of the roadway separating opposing lanes of traffic, through which a crosswalk passes.

“Raised pedestrian refuge island” (See “Raised median”)

“Rear alley (RA)” means a vehicular way located to the rear of lots providing access to service areas, parking, and outbuildings and containing utility easements.

“Rear lane (RL)” means a vehicular way located to the rear of lots providing access to service areas, parking, and outbuildings and containing utility easements.

“Shared use path” means a minimum 10-foot wide, two-way shared bicycle and pedestrian facility separated from the main traveled way

“Sidepath” (See “Shared use path”)

“Slip road” means an outer vehicular lane or lanes of a Thoroughfare, designed for slow speeds while inner lanes carry higher speed traffic, and separated from them by a planted median.

Street (ST): a local urban Thoroughfare of low speed and capacity.

“Special district (SD)” means an area that, by its intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community types or Transect Zones specified by the SmartCode.

Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the turning radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

“Turning radius” means the curved edge of a Thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the turning radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn.

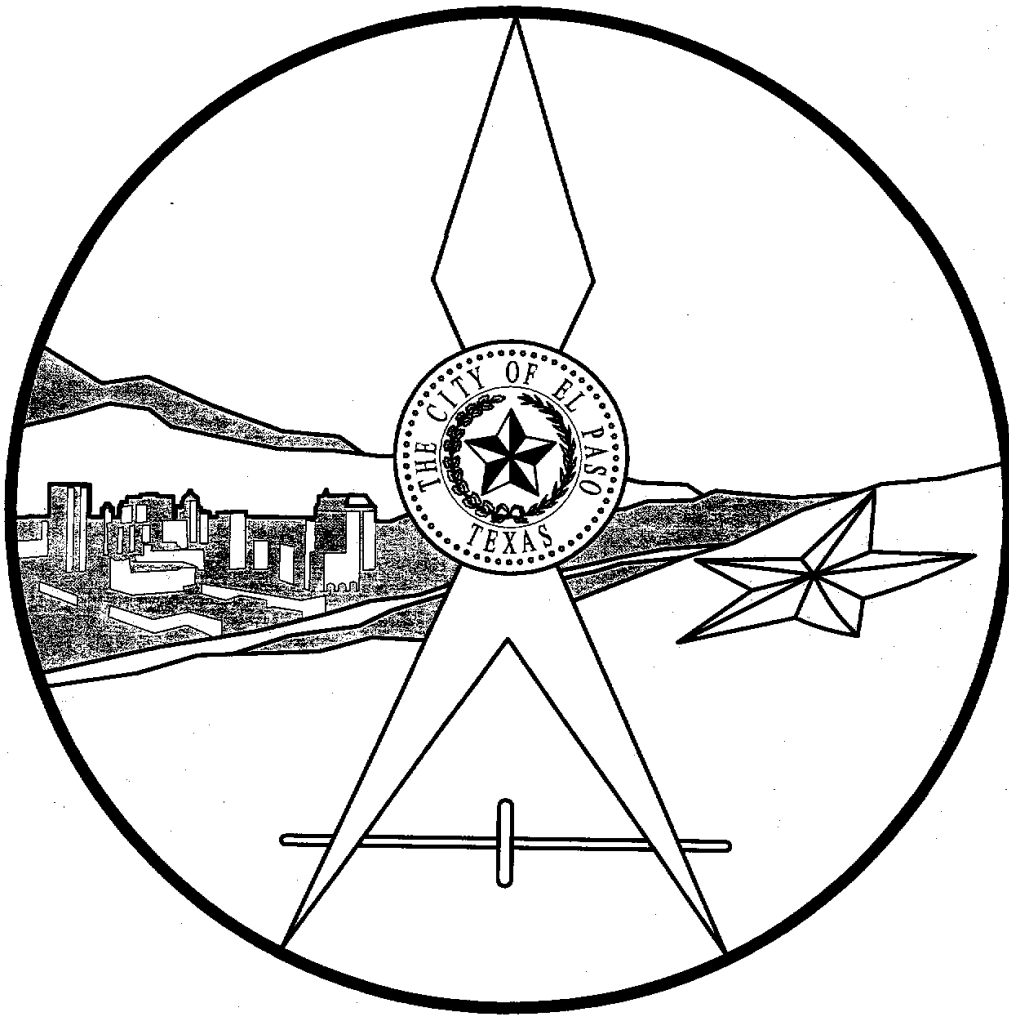
“Yield street” means characterizing a Thoroughfare that has two-way traffic but only one effective travel lane because of parted cars, necessitating slow movement and driver negotiation.

A

Appendix A - Interim DSC

Appendix A

Interim Design Standards for Construction



TITLE 19 - SUBDIVISION ORDINANCE

DESIGN STANDARDS FOR CONSTRUCTION

JUNE 3, 2008

DESIGN STANDARDS FOR CONSTRUCTION

SECTION 1	SUBDIVISION IMPROVEMENT PLAN PREPARATION GUIDELINES
SECTION 2	DRAINAGE AND DRAINAGE STRUCTURES
SECTION 3	STREETS
SECTION 4	FENCING
SECTION 5	EARTH RETENTION AND EROSION CONTROL
SECTION 6	SIDEWALKS, DRIVEWAYS AND CURB RAMPS
SECTION 7	SIGNAGE AND SIGNALIZATION
SECTION 8	STREET LIGHTING
SECTION 9	TYPICAL LOT LAYOUT
SECTION 10	TRAFFIC CALMING STANDARDS
APPENDIX	APPLICATION FORMS AND CHECKLISTS

SECTION 1

SECTION 1

SUBDIVISION IMPROVEMENT PLAN
PREPARATION GUIDELINES

<u>TITLE</u>	<u>PAGE</u>
PLAN STANDARDS.....	1-1
TITLE SHEET.....	1-2
GRADING PLAN.....	1-3A thru 1-3B
DRAINAGE PLAN.....	1-4A thru 1-4E
DRAINAGE COMPUTATION TABLES.....	1-5
STREET PLAN & PROFILE.....	1-6A thru 1-6B
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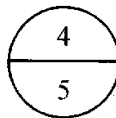
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 1
TABLE OF
CONTENTS

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

PLAN STANDARDS

- A. LETTERS AND NUMBERS SHALL BE VERTICAL OR SLANTED CAPITAL. THE MINIMUM SIZE SHALL BE 1/16-INCH - GUIDELINES ARE REQUIRED FOR FREEHAND.
- B. REFERENCE CROSS-SECTION SYMBOLS SHALL BE AS SHOWN



1. TOP NUMBER: SECTIONAL DETAIL NUMBER
2. BOTTOM NUMBER: SHEET DETAIL NUMBER

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PLAN
STANDARDS
1-1

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

TITLE SHEET

- A. LOCATION PLANS - SCALE ONE (1) INCH = SIX HUNDRED (600) FEET
- B. TITLE SHALL COMPLY WITH THE CITY'S ENGINEERING DEPARTMENT'S STANDARD TITLE SHEET
- C. VICINITY MAP - N. T. S.
- D. INDEX OF DRAWINGS
 - 1. TITLE SHEET
 - 2. FINAL APPROVED PLAT FOR REFERENCE ONLY (IF APPLICABLE)
 - 3. GRADING PLAN
 - 4. DRAINAGE PLAN
 - 5. STREET PLAN & PROFILES
 - 6. CROSS-SECTIONS
 - 7. DETAILS
 - 8. ILLUMINATION PLAN; INCLUDING STREET SIGNAGE & NDCBU LOCATIONS
 - 9. LANDSCAPE & IRRIGATION PLAN
 - 10. STORMWATER POLLUTION PREVENTION PLANS AND ASSOCIATED SPECIFICATIONS
- E. DESIGN FIRM NAME

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TITLE
SHEET
1-2

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

GRADING PLAN

- A. NORTH ARROW UP OR LEFT TO RIGHT, A SCALE OF ONE (1) INCH = ONE HUNDRED (100) FEET
- B. GRADING PLAN SHALL BE REFERENCED TO THE PRELIMINARY PLAT VERTICAL CONTROL. VERTICAL CONTROL TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
- C. BOUNDARIES OF SUBDIVISION OR SITE
- D. CONTOUR LINES OF THE PROPOSED SUBDIVISION, AND TWO HUNDRED (200) FEET OUTSIDE AND ABUTTING THE SUBDIVISION UNLESS THE AREA IS MODIFIED BY THE CITY ENGINEER, HAVING THE FOLLOWING INTERVALS:
 - 1. ONE FOOT (1') CONTOUR INTERVALS FOR GROUND SLOPES BETWEEN LEVEL AND THREE (3) PERCENT;
 - 2. TWO FOOT (2') CONTOUR INTERVALS FOR GROUND SLOPES MORE THAN THREE (3) PERCENT AND UP TO AND INCLUSIVE OF ELEVEN (11) PERCENT;
 - 3. FIVE FOOT (5') CONTOUR INTERVALS FOR GROUND SLOPES OVER ELEVEN (11) PERCENT;
 - 4. DASHED LINES FOR EXISTING CONTOUR LINES;
 - 5. SOLID (BOLD) LINES FOR PROPOSED CONTOUR LINES; AND
 - 6. INDEX CONTOURS AT FIVE (5) FEET INTERVALS.
- E. LOCATE ALL EXISTING STRUCTURES WITHIN AND ONE HUNDRED (100) FEET OUTSIDE OF THE SUBDIVISION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.
- F. TYPICAL GRADING PLAN FOR LOT SHALL SHOW DIRECTION OF RUNOFF OR ON-SITE PONDING.
- G. FINISHED FLOOR AND FINISHED GROUND ELEVATION FOR ALL LOTS.

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TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

GRADING PLAN

1-3A

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC/I.R.

- H. TOP OF CURB, HEADER CURB AND DRIVEWAY ELEVATIONS.
- I. SLOPE STABILIZATION PLAN, WHERE REQUIRED BY CITY ENGINEER.
- J. EROSION CONTROL PLAN
- K. CONCENTRATED STORM RUNOFF OVER UNPROTECTED AREAS, INCLUDING SLOPES SHALL NOT BE PERMITTED
- L. CROSS SECTIONS AS REQUESTED BY CITY ENGINEER
- M. REQUIRED RETAINING WALLS (LOCATION ONLY, UNLESS TO BE BUILT BY SUBDIVIDER)
 - DESIGN OF RETAINING WALLS FOUR (4) FEET OR HIGHER SHALL BE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER
- N. PLANS SHALL SHOW FLOOD ZONE AREAS AS PER CURRENT FLOOD INSURANCE RATE MAPS (FIRM) OR LETTER OF MAP REVISION (IF APPLICABLE), REFERENCE PANEL NUMBER AND DATE
- O. FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH DRIVEWAY ORDINANCE AND/OR FEMA REGULATIONS.

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TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

GRADING PLAN

1-3B

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC / J. R.

DRAINAGE PLAN

(REFER TO DRAINAGE DESIGN MANUAL FOR DRAINAGE
CRITERIA, DESIGN METHODS AND METHODOLOGIES)

- A. SCALE ONE (1) INCH = ONE HUNDRED (100) FEET - NORTH ARROW
- B. DRAINAGE PLANS SHALL CONFORM TO THE APPROVED MASTER DRAINAGE PLAN, IF APPLICABLE
- C. SHOW BOUNDARIES OF SUBDIVISION AND CONTRIBUTING DRAINAGE AREAS
- D. IDENTIFY LIMITS OF CONTRIBUTING WATERSHED AREAS WITHIN SUBDIVISION AND OUTSIDE THE SUBDIVISION
- E. CALCULATION TABLE TO INCLUDE TIMES OF CONCENTRATION (T_c), INTENSITIES (I), COEFFICIENT VALUES (C) AND EXPECTED RUNOFFS OF ALL WATERSHED AREAS - EXPECTED RUNOFF QUANTITIES, CARRYING CAPACITIES, AND RUNOFF VELOCITIES FOR DRAINAGE STRUCTURES SHALL BE SHOWN ON PLANS FOR 25, 50 AND 100 YEAR EVENTS.
- F. SHOW LOCATION AND SIZES OF ALL PROPOSED AND EXISTING DROP INLETS, PIPES, CULVERTS, CHANNELS, BASINS, AND OTHER DRAINAGE STRUCTURES
- G. SHOW EXISTING AND PROPOSED DRAINAGE FLOW PATTERNS
- H. SHOW HIGH AND LOW POINTS OF STREET WITH FLOW PATTERNS

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

DRAINAGE PLAN (continued)

- I. STORAGE FACILITIES (DAMS, PONDS, ETC.) INDICATING:
1. MAXIMUM CAPACITY
 2. EXPECTED RUNOFF
 3. BOTTOM ELEVATION
 4. HIGH WATER SURFACE
 5. FREE BOARD
 6. SPILLWAY AND OUTLET STRUCTURE
 - (A) MAXIMUM CAPACITY
 - (B) DESIGN OUTFLOWS
 7. SEDIMENT AND EMERGENCY VOLUMES
 8. APPROVAL FROM TEXAS WATER BOARD AND U.S. ARMY CORPS OF ENGINEERS FOR DAMS, WHEN APPLICABLE
 9. SOIL TESTS TO DETERMINE SPECIAL STABILIZED SLOPES
 10. PERCOLATION RATE TESTS TO BE PERFORMED AT PROPOSED POND INVERT (RETENTION BASINS ONLY). TO BE PERFORMED WHEN THE WATER TABLE (ELEVATION) IS AT ITS HIGHEST.
 11. EXISTING WATER TABLE ELEVATION DURING OFF-PEAK PERIOD AND HIGH WATER TABLE ELEVATION, IF APPLICABLE.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4B

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

DRAINAGE PLAN (continued)

- J. ON LOTS WITH ON-SITE PONDING THE FOLLOWING INFORMATION SHALL BE SUBMITTED
1. PRELIMINARY SOILS TEST, FINAL PERCOLATION RATE TEST, SOILS TESTS, AND WATER TABLE ELEVATION INFORMATION TO BE SUBMITTED PRIOR TO STREET ACCEPTANCE AND/OR BUILDING PERMITS. PERCOLATION TESTS TO BE PERFORMED AT THE INVERT WHERE STORMWATER WILL BE RETAINED AND WHEN THE WATER TABLE IS AT ITS HIGHEST.
 2. TYPICAL LOT CROSS SECTION DETAIL SHOWING ON-SITE PONDING STORAGE CAPACITY
 3. PERMANENT ELEVATION MARKER DETAIL (REFER TO PLATE 2-7)
 4. DRAINAGE COMPUTATIONS BASED ON 100-YEAR STORM
 5. MINIMUM OF 2.0% CROSS SLOPE ON STREET
 6. LOTS AND/OR MEDIANS SHALL ALSO ACCOMMODATE ALL STREET RUNOFF
 7. FIFTY (50) PERCENT OF THE RESIDENTIAL LOT AREA SHALL REMAIN WITHOUT STRUCTURES OR OTHER IMPERMEABLE SURFACES
 8. ADDITIONAL EMERGENCY AND SILT/DEBRIS CAPACITY NOT REQUIRED FOR RESIDENTIAL ON-SITE PONDING LOTS
- K. STREET DESIGN REQUIREMENTS
1. GENERAL STANDARDS
 - (A) MAXIMUM STANDARD CURB HEIGHT - 6 INCHES UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
 - (B) CROWN ON STREET TO BE FROM ZERO (0) TO THREE (3) PERCENT SLOPE

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4C

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

DRAINAGE PLAN (continued)

- (C) INVERT STREET CROSS SECTION ALLOWED WITH APPROVAL BY CITY ENGINEER
- (D) NO PONDING (UNDRAINED LOW POINTS) TO BE ALLOWED ON STREETS TO PREVENT PAVEMENT DETERIORATION
- 2. STANDARDS FOR 25-YEAR STORM
 - (A) MAXIMUM FLOW DEPTH IN ANY STREET: FIVE (5) INCHES OR CURB HEIGHT, WHICHEVER IS LESS
 - (B) MINOR ARTERIALS; ONE HALF (1/2) OF ONE (1) LANE WIDTH TO REMAIN FREE OF WATER IN EACH DIRECTION
 - (C) MAJOR ARTERIALS AND SUPER ARTERIALS; ONE (1) FULL LANE WIDTH ON EACH SIDE OF RAISED MEDIAN TO REMAIN FREE OF WATER
 - (D) AT ROAD BENDS AND INTERSECTIONS, MAXIMUM FLOW DEPTH IN STREETS TO BE FIVE (5) INCHES
 - (E) PRODUCT NUMBER (DEPTH X AVERAGE VELOCITY) TO BE A MAXIMUM OF 6.5 FT²/S UNLESS APPROVED BY THE CITY ENGINEER
 - (F) ANY HYDRAULIC JUMPS (EG. SAG VERTICAL CURVES OR CHANGES IN SLOPE) TO BE CONTAINED WITHIN CURB HEIGHTS WITH APPROPRIATE FREE BOARD

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4D

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

DRAINAGE PLAN

(continued)

(G) THE HYDRAULIC GRADE LINE FOR THE DRAINAGE STRUCTURE(S) DISCHARGING INTO A 100-YEAR RETENTION OR DETENTION BASIN SHALL BE BASED ON THE 100-YEAR WATER SURFACE ELEVATION (WSEL) WHICH EXCLUDES THE SILT/DEBRIS AND 25% EMERGENCY CAPACITY VOLUMES AND:

(i.) THE 25-YEAR WSEL SHALL NOT EXCEED THE TOP OF CURB ELEVATION

(ii.) IF THE 100-YEAR WSEL EXCEEDS THE TOP OF CURB ELEVATION, THE ENGINEER SHALL ALSO CONSIDER THE EFFECT ON MANHOLES.

3. STANDARDS FOR 100-YEAR STORM

(A) PRODUCT NUMBER (DEPTH X AVERAGE VELOCITY) TO BE A MAXIMUM OF 8 FT²/S UNLESS APPROVED BY THE CITY ENGINEER

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE PLAN

1-4E

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

DRAINAGE COMPUTATION TABLES

DETENTION OR RETENTION BASINS							
BASIN NO.	REQUIRED CAPACITY (AC.FT)	AVAILABLE CAPACITY (AC.FT)	PEAK INFLOW (CFS)	OUTLET TOWER FLOW (CFS)	HIGH WATER SURFACE ELEVATION (FT)	BOTTOM ELEVATION	FREE BOARD (FT)

WATERSHED AREAS					
DRAINAGE AREA NO.	DRAINAGE AREA (AC)	DESIGN STORM INTENSITY	TIME OF CONCENTRATION	RUNOFF COEFF. (C)	Q (CFS)

DROP INLETS			
DROP INLET NO	REQ. FLOW CAPACITY Q REQ (CFS)	AVAIL. FLOW CAPACITY Q AVAIL.(CFS)	FLOW BYPASS

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRAINAGE
COMPUTATION TABLES
1-5

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

BACK TO TITLE INDEX PAGE

STREET PLAN AND PROFILE

A. PLAN

1. STREET NAMES
2. VERTICAL CONTROL TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988 AND SHOWN ON EVERY SHEET
3. SCALE ONE (1) INCH = THIRTY (30) FEET MAXIMUM HORIZONTAL VERTICAL SCALE OF ONE (1) INCH = FIVE (5) FEET FOR SLOPES OF ZERO (0) PERCENT TO THREE (3) PERCENT AND ONE (1) INCH = TEN (10) FEET FOR SLOPES GREATER THAN THREE (3) PERCENT
4. EXISTING STRUCTURES AND TOPOGRAPHIC FEATURES
5. SURVEY CONTROL LINE
6. RIGHT-OF-WAY LINES, CURB LINES AND CENTERLINES
7. RIGHT-OF-WAY AND ROADWAY WIDTHS
8. CURB RETURN DATA
9. CENTERLINES AND CURB DATA
10. STATIONING ALONG CENTERLINE
11. STATION AT SPECIAL POINTS (PC, PT, PRC, CB, RET, CL INTERSECTIONS, LC, ETC.)
12. TOP OF CURB ELEVATION AT SPECIAL POINTS (PC, PT, PRC, CB, RET)
13. PROPOSED AND EXISTING DRAINAGE STRUCTURES
14. DIRECTION OF FLOW AND HIGH AND LOW POINTS
15. FIFTY (50) FOOT (MINIMUM) TRANSITIONS FROM CROWN - FLAT - INVERT
16. LIMITS OF CONSTRUCTION
17. LOCATION OF GUARDRAIL AND DEAD END SIGNS
18. MATCH STATIONS FOR FOLLOWING PAGE
19. SHOW ALL EXISTING STRUCTURES AND IMPROVEMENTS ONE HUNDRED (100) FEET PAST THE LIMITS OF CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
20. SIDEWALK LOCATIONS



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STREET
PLAN & PROFILE

1-6A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

STREET PLAN AND PROFILE

(continued)

B. PROFILE

1. EXISTING AND PROPOSED PROFILES AT CURB LINES
2. PROPOSED PERCENT GRADE FOR ALL PROFILES
3. MINIMUM OF FIVE TENTHS (0.5) PERCENT GRADE AND A MAXIMUM OF ELEVEN (11) PERCENT GRADE; EXCEPT THAT UP TO FIFTEEN (15) PERCENT GRADE IN THE MOUNTAIN DEVELOPMENT AREA MAY BE PERMITTED WITH APPROVAL OF FIRE DEPARTMENT AND CITY ENGINEER
4. VERTICAL CURVE INFORMATION. THE ENTIRE LENGTH OF VERTICAL CURVE SHALL BE SHOWN ON SAME SHEET
5. EXISTING AND PROPOSED ELEVATIONS AT EVERY FIFTY (50) FEET AND SPECIAL STATIONS
6. STREET PROFILE SHALL EXTEND ONE HUNDRED (100) FEET BEYOND LIMITS OF CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER
7. EXISTING AND PROPOSED DRAINAGE STRUCTURES AS THEY RELATE TO PROFILES
8. PROPOSED STREET PROFILE SHALL MATCH EXISTING STREET PROFILE FOR A SMOOTH TRANSITION
9. OPPOSITE CURB ELEVATIONS SHALL MATCH AT EACH STATION, EXCEPT IN A SUPERELEVATED ROADWAY OR AS APPROVED BY CITY ENGINEER
10. STREET CROWN SHALL NOT EXCEED THREE (3) PERCENT

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

STREET
 PLAN & PROFILE

1-6B

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC / J. R.

STORM SEWER PLAN AND PROFILE

A. STORM SEWER PLAN

1. PROPOSED RIGHT-OF-WAY LINE AND WIDTHS
2. LIMITS OF CONSTRUCTION AND MATCH-LINE STATIONING
3. NORTH ARROW AND SCALE
4. NAME OF STREET
5. SURVEY CONTROL LINE
6. STORM SEWER ALIGNMENT TIED TO SURVEY CONTROL LINE
7. BEARINGS (DIRECTION AND HORIZONTAL CURVE DATA)
8. STATIONING
9. SIZE, TYPE, AND CLASSIFICATION OF PIPE
10. MANHOLES - JUNCTION BOXES (CAST-IN-PLACE OR PRE-CAST)
 - (A) STATIONING AND A MAXIMUM OF FIVE HUNDRED (500) FEET ON CENTER - MANHOLE REQUIRED AT CHANGE OF DIRECTION
 - (B) TOP OF COVER ELEVATION
 - (C) INVERT ELEVATION
 - (D) TYPE, SIZE, AND NUMBER OF MANHOLE

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STORM SEWER
PLAN & PROFILE

1-7A

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

STORM SEWER PLAN AND PROFILE

(continued)

11. DROP INLETS

(A) STATIONING

(B) TOP OF GRATE AND TOP OF CURB/NOSE AT GRATE ELEVATION

(C) INVERT ELEVATION

(D) TYPE, NUMBER OF GRATES, AND DROP INLET NUMBER (TWO (2) GRATE MINIMUM)

(E) STORMWATER DISCHARGE - EXPECTED AND CAPACITY

12. DROP INLET PIPE (LATERALS)

(A) SIZE AND TYPE OF PIPE

(B) TYPE OF CONNECTOR

(C) STORMWATER DISCHARGE - EXPECTED, CAPACITY, AND VELOCITY(IES)

13. SHOW EXISTING DRAINAGE STRUCTURES IN DASHED LINE AND INDICATE SIZE AND TYPE OF STRUCTURE

B. STORM SEWER PROFILE

1. STATIONING ALONG CENTERLINE OF STREET AT EVERY 100 FEET

2. TYPE AND SIZE OF EXISTING DRAINAGE STRUCTURES

3. EXISTING GROUND PROFILE AND PROPOSED TOP OF PAVEMENT

4. PROPOSED STORM SEWER PROFILE WITH PERCENT SLOPE

5. TYPE AND SIZE OF PIPE

6. HYDRAULIC GRADIENT LINE PROFILE WITH ELEVATION SHOWN AT EVERY MANHOLE AND/OR DROP INLETS

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
 FOR CONSTRUCTION**

STORM SEWER
 PLAN & PROFILE

1-7B

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QEC/J.R.

STORM SEWER PLAN AND PROFILE

(continued)

7. MANHOLE
 - (A) SIZE, TYPE, AND MANHOLE NUMBER
 - (B) TOP INVERT ELEVATION
 - (C) CENTERLINE STATIONING
 - (D) INVERT OF CONNECTOR LATERAL - SIZE AND TYPE OF PIPE
8. DROP INLETS
 - (A) TYPE, NUMBER OF GRATES AND DROP INLET NUMBER (TWO (2) GRATE MINIMUM)
 - (B) TOP OF GRATE AND INVERT ELEVATIONS
 - (C) CENTERLINE STATIONING
 - (D) STORMWATER DISCHARGE - EXPECTED AND CAPACITY
9. CONNECTOR PIPES (INLETS LATERALS)
 - (A) TYPE AND SIZE OF PIPE
 - (B) INVERT AT MAIN STORM SEWER
 - (C) CENTERLINE STATIONING
 - (D) STORMWATER DISCHARGE - EXPECTED, CAPACITY, AND VELOCITY(IES)

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STORM SEWER
PLAN & PROFILE

1-7C

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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STORM SEWER PLAN AND PROFILE

(continued)

10. EXISTING SANITARY SEWER

(A) SANITARY SEWER LINE

- (i.) PROFILE OF SANITARY SEWER
- (ii.) TOP MANHOLE AND INVERT ELEVATIONS
- (iii.) TYPE AND SIZE OF PIPE
- (iv.) PERCENT GRADE
- (v.) DETAIL INFORMATION OF SANITARY SEWER CONFLICTS

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
 FOR CONSTRUCTION**

STORM SEWER
 PLAN & PROFILE

1-7D

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 Date JUNE 03, 2008

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DETAIL SHEET

WHERE APPLICABLE, THE FOLLOWING SHALL BE PROVIDED:

- A. DROP INLET(S)
- B. MANHOLE(S) AND JUNCTION BOX(ES)
- C. SURVEY MONUMENTS
- D. STORM SEWER TRENCH CROSS-SECTION
- E. PIPE CONCRETE COLLAR(S)
- F. ROCKWALL FENCING
- G. GUARD RAIL(S), BARRICADE(S), AND SIGNAGE
- H. BOX CULVERTS
- I. RETAINING WALL(S) (LOCATION ONLY, UNLESS TO BE BUILT BY SUBDIVIDER)
- J. FOOTING(S)
- K. CHANNEL CONCRETE LINING(S) - CROSS SECTIONS
- L. SPILLWAYS
- M. SEWER PIPE(S) - THRUST BLOCK(S)
- N. SEEPAGE LINE(S) DETAILS
- O. STORM SEWER OUTLET STRUCTURE(S)
- P. BASIN(S) PLAN AND CROSS SECTIONS
- Q. CONFLICTS WITH EXISTING IRRIGATION FACILITIES OR UTILITIES

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DETAIL SHEET

1-8

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---	---

CONSTRUCTION PHASING PLAN

WHERE APPLICABLE:

- A. SHOW ENTIRE LIMITS OF PROJECT
- B. INDICATE LIMITS OF INDIVIDUAL CONSTRUCTION PHASE BY STATIONS
- C. TEMPORARY DRAINAGE PHASING PLAN

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONSTRUCTION
PHASING PLAN

1-9

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SECTION 2

SECTION 2

DRAINAGE AND DRAINAGE STRUCTURES

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DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 2
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SECTION 2

DRAINAGE AND DRAINAGE STRUCTURES

(continued)

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RETENTION BASIN DESIGN

DEFINITION: A MANMADE OR NATURAL RESERVOIR, EITHER PUBLIC OR PRIVATE, DESIGNED TO COMPLETELY RETAIN A SPECIFIED AMOUNT OF STORM WATER RUNOFF WITHOUT GRAVITY RELEASE.

DESIGN CRITERIA: THE DESIGN STORM FOR RETENTION BASINS IS 4" OF RAINFALL IN THREE HOURS OVER AN AREA OF 200 ACRES OR LESS (FOR AREAS OVER 200 ACRES SEE 2-9)

TOTAL RUNOFF FORMULA: $QT = ARC/12$

QT = TOTAL RUNOFF IN ACRE-FEET

A = 100% OF CONTRIBUTING WATERSHED AREA IN ACRES

R = RAINFALL IN INCHES

C = RUNOFF FACTOR INCHES (SEE NO. 2-10)

STORAGE CAPACITY: A RETENTION BASIN MUST HAVE STORAGE CAPACITY AS FOLLOWS:

1. 100% OF THE DESIGN STORM

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN
2-1

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

RETENTION BASIN DESIGN REQUIREMENTS

1. SIDE SLOPES SHALL NOT EXCEED FOLLOWING MAXIMUMS, UNLESS SATISFACTORY GEOTECHNICAL REPORT IS SUBMITTED:

- A. IN COHESIVE SOIL: THREE HORIZONTAL TO ONE VERTICAL (3:1)
- B. IN NON-COHESIVE SOIL: THREE HORIZONTAL TO ONE VERTICAL (3:1)

NOTE: SOILS HAVING A PLASTICITY INDEX (PI) OF 8 OR ABOVE ARE CONSIDERED COHESIVE.

2. AN EROSION CONTROL PLAN IS REQUIRED FOR NON-COHESIVE SOILS.
3. RETENTION BASINS WITH SIDE SLOPES GREATER THAN 12% SHALL BE ENCLOSED WITH A SIX (6) FOOT HIGH CHAINLINK FENCE, EXCEPT THAT THE CHAINLINK FENCE MAY BE SUBSTITUTED WITH MASONRY OR ROCKWALL, WROUGHT IRON FENCING OR A COMBINATION THEREOF. THE HEIGHT SHALL BE MEASURED FROM THE GROUND INSIDE OR OUTSIDE THE WALL WHICHEVER IS THE HIGHER
4. BORING TESTS SHALL BE TO A DEPTH OF FIVE (5) FEET BELOW THE PROPOSED BASIN INVERT. THE BOTTOM OF THE BASIN SHALL BE A MINIMUM OF 24 INCHES ABOVE THE HIGH WATER TABLE. PERCOLATION TESTS IN THE VALLEY AREAS, SHALL BE PERFORMED ACCORDING TO ASTM-5126 DURING PEAK IRRIGATION SEASON BETWEEN AUGUST AND SEPTEMBER. STORM WATER, WITHIN THE BASIN, SHALL PERCOLATE WITHIN 72 HOURS. A GEOTECHNICAL INVESTIGATION, PERFORMED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER, SHALL BE SUBMITTED PRIOR TO FINAL APPROVAL OF THE DEVELOPMENT PLANS. THE REPORT SHALL CONTAIN, AT A MINIMUM, SUBSURFACE SOIL PROFILE(S) AND PERCOLATION TEST RESULTS.
5. PROVIDE ONE (1), 18 FT MINIMUM WIDE DOUBLE GATE, ACCESSIBLE FROM PUBLIC RIGHT-OF-WAY AND ALIGNED WITH THE ACCESS RAMP. THE GATE SHALL BE CHAINLINK FENCE, EXCEPT THAT THE GATE SHALL BE WROUGHT IRON WHERE A MASONRY OR ROCKWALL IS SUBSTITUTED FOR A CHAINLINK FENCE.
6. PROVIDE AN ACCESS RAMP MEETING THE FOLLOWING CRITERIA:

MAXIMUM SLOPE: 15%

MINIMUM WIDTH: 15 FT

RAMP MATERIAL: MINIMUM PI OF 8, WITH NO LOOSE MATERIAL

COMPACTION: MINIMUM 90% PER ASTM D-1557

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DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN REQ.
2-2A

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RETENTION BASIN DESIGN REQUIREMENTS

(continued)

7. RETENTION BASINS WITH DEPTHS OF 10 FEET OR MORE SHALL HAVE MAINTENANCE ROADS WITH A MINIMUM WIDTH OF 15 FEET. RETENTION BASINS WITH DEPTHS OF LESS THAN 10 FEET SHALL HAVE A FIVE (5) FOOT BENCH TERRACE ADJACENT TO THE PROPERTY LINE.
8. THE DESIGN WATER DEPTH IN RETENTION BASINS SHALL NOT EXCEED TWENTY (20) FEET, EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER WHEN BENCHING, SHALLOWER SLOPES OR OTHER MEASURES ARE PROVIDED.
9. THE ALLOWABLE CLEARANCE AT THE BOTTOM OF THE BASIN SHALL BE 25 FEET IN DIAMETER, MINIMUM.
10. IF AN ACCESS ROAD IS REQUIRED, A MINIMUM WIDTH OF TWENTY (20) FEET FOR THE ACCESS ROAD SHALL BE PROVIDED FROM THE STREET R.O.W. TO THE TOP OF THE BASIN.

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DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
 DESIGN REQ.
 2-2B

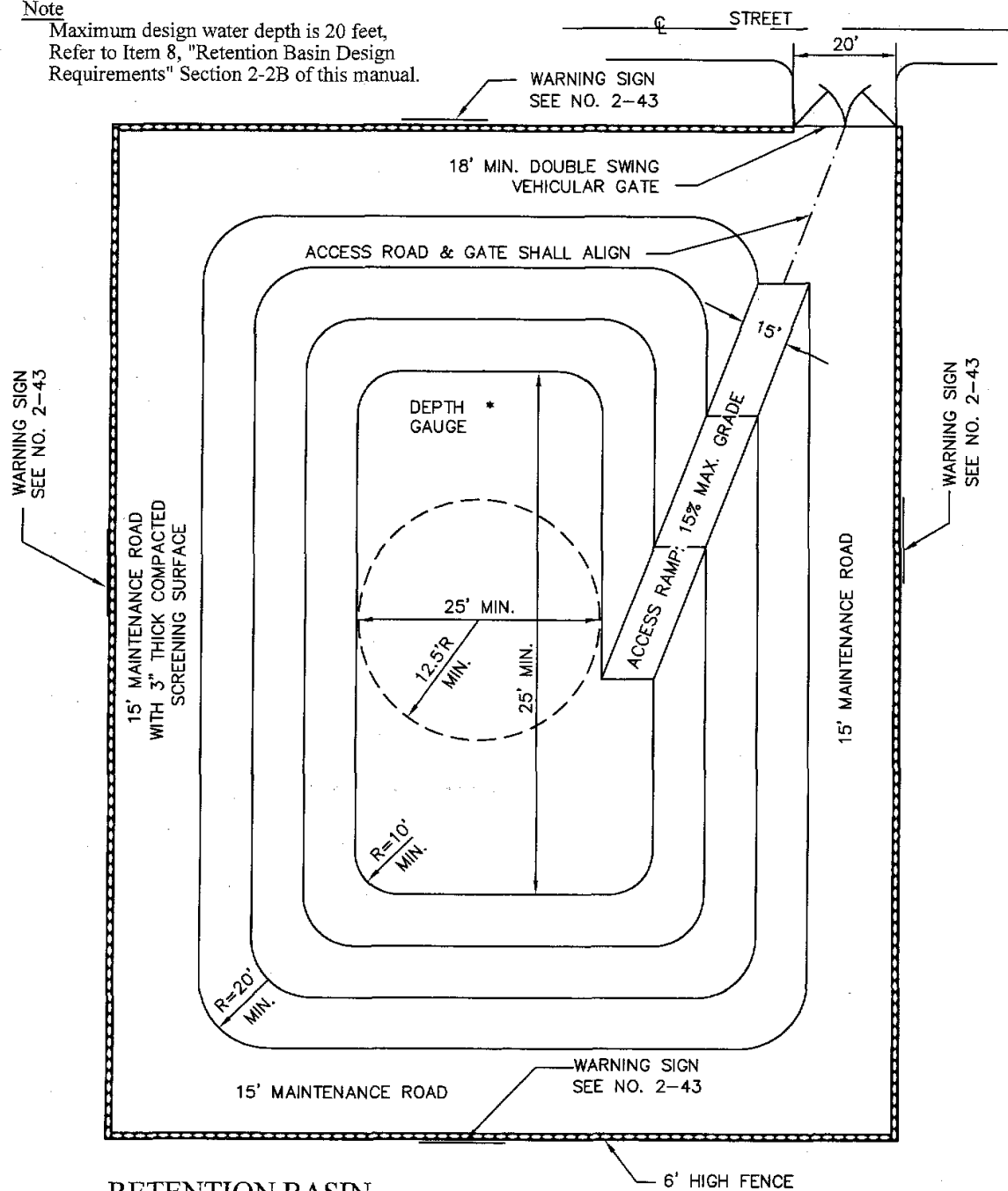
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Note

Maximum design water depth is 20 feet,
Refer to Item 8, "Retention Basin Design
Requirements" Section 2-2B of this manual.



RETENTION BASIN



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RETENTION BASIN
DESIGN (DRAWING)
2-3

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DETENTION BASIN DESIGN

DEFINITION: A DETENTION BASIN IS A MANMADE OR NATURAL RESERVOIR, EITHER PUBLIC OR PRIVATE, DESIGNED TO RESTRICT THE FLOW OF STORMWATER TO A PRESCRIBED MAXIMUM RATE THROUGH A CONTROLLED RELEASE BY GRAVITY, AND TO CONCURRENTLY DETAIN THE EXCESS WATERS THAT ACCUMULATE BEHIND THE CONTROL STRUCTURE.

DESIGN CRITERIA: THE DESIGN STORM WILL BE A 4" RAINFALL IN THREE (3) HOURS OVER AN AREA OF 200 ACRES OR LESS. (FOR AREAS LARGER THAN 200 ACRES, SEE NO. 2-9, EXAMPLE INCLUDED).

TOTAL RUNOFF FORMULA: $QT = ARC/12$

QT = TOTAL RUNOFF IN ACRE-FEET
 A = 100% OF CONTRIBUTING WATERSHED AREA IN ACRES
 R = RAINFALL IN INCHES
 C = RUNOFF FACTOR (SEE CoEP "DRAINAGE DESIGN MANUAL")

THE DETENTION BASIN WILL BE DESIGNED UTILIZING GOOD ENGINEERING PRACTICES AND ACCEPTED METHODS (HEC-1) WHEREBY 100% OF THE RUNOFF VOLUME IS TO BE PROPERLY MANAGED THROUGH THE USE OF CHANNELS AND BASINS.

A GEOTECHNICAL INVESTIGATION, PERFORMED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER, SHALL BE SUBMITTED PRIOR TO FINAL APPROVAL OF DEVELOPMENT PLANS. THE REPORT SHALL CONTAIN, AT A MINIMUM, SUBSURFACE SOIL PROFILE(S) AND PERCOLATION TEST RESULTS.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
 DESIGN
 2-4

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Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC/J.R.</u>

DETENTION BASIN DESIGN REQUIREMENTS

1. EARTH LEVEE DESIGN: THE DESIGN OF EARTH LEVEES SHALL BE IN ACCORDANCE WITH BOTH ACCEPTED ENGINEERING PRACTICE AND FEMA (FEDERAL EMERGENCY MANAGEMENT AGENCY) GUIDELINES AND SHALL INCLUDE A SEEPAGE ANALYSIS.
2. SPILLWAY: AN EMERGENCY CONCRETE SPILLWAY SHALL BE PROVIDED WITH A CAPACITY EQUAL TO THE PEAK DISCHARGE OF THE DESIGN STORM. (SEE 2-6,2-9,2-10,2-11) DEPTH OF FLOW OVER THE CREST OF THE SPILLWAY SHALL BE NO MORE THAN ONE (1) FOOT.
3. SIDE SLOPES SHALL NOT EXCEED FOLLOWING MAXIMUMS, UNLESS OTHERWISE RECOMMENDED BY A LICENSED PROFESSIONAL GEOTECHNICAL ENGINEER:
 - A. IN COHESIVE SOIL, THREE (3) HORIZONTAL TO ONE (1) VERTICAL (3:1).
 - B. IN NON-COHESIVE SOIL, THREE (3) HORIZONTAL TO ONE (1) VERTICAL (3:1).
4. PROVIDE AN ACCESS RAMP MEETING THE FOLLOWING CRITERIA:

MAXIMUM SLOPE:15%
 MINIMUM WIDTH: 15 FT
 RAMP MATERIAL: MINIMUM PI OF 8, WITH NO LOOSE MATERIAL
 COMPACTION: MINIMUM 90% PER ASTM D-1557
5. FOR MAINTENANCE PURPOSES, ONE (1) 18-FOOT WIDE DOUBLE SWING GATE ACCESSIBLE FROM PUBLIC RIGHT-OF-WAY SHALL BE PROVIDED.
6. DETENTION BASINS WITH DEPTHS OF 10 FEET OR MORE SHALL HAVE MAINTENANCE ROADS WITH A MINIMUM WIDTH OF 15 FEET AND A MAXIMUM SLOPE OF 15%. DETENTION BASINS WITH DEPTHS OF LESS THAN 10 FEET SHALL HAVE A FIVE (5) FOOT BENCH TERRACE ADJACENT TO THE PROPERTY LINE.
7. DETENTION BASINS SHALL BE ENCLOSED WITH A 6-FOOT CHAINLINK FENCE, EXCEPT THAT THE CHAINLINK FENCE MAY BE SUBSTITUTED WITH MASONRY OR ROCK WALL, WROUGHT IRON FENCING OR A COMBINATION THEREOF. THE HEIGHT SHALL BE MEASURED FROM THE GROUND INSIDE OR OUTSIDE THE WALL, WHICHEVER IS THE HIGHER.
8. THE DESIGN WATER DEPTH IN DETENTION BASINS SHALL NOT EXCEED TWENTY (20) FEET, EXCEPT AS OTHERWISE APPROVED BY THE CITY ENGINEER WHEN BENCHING, SHALLOWER SLOPES OR OTHER MEASURES ARE PROVIDED.
9. THE MINIMUM ALLOWABLE CLEARANCE AT THE BOTTOM OF BASIN SHALL BE 25 FEET IN DIAMETER.
10. THE OUTLET SHALL EMPTY THE BASIN WITHIN 72 HOURS FROM THE END OF DESIGN INTENSITY STORM.

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
 DESIGN REQ.
 2-5

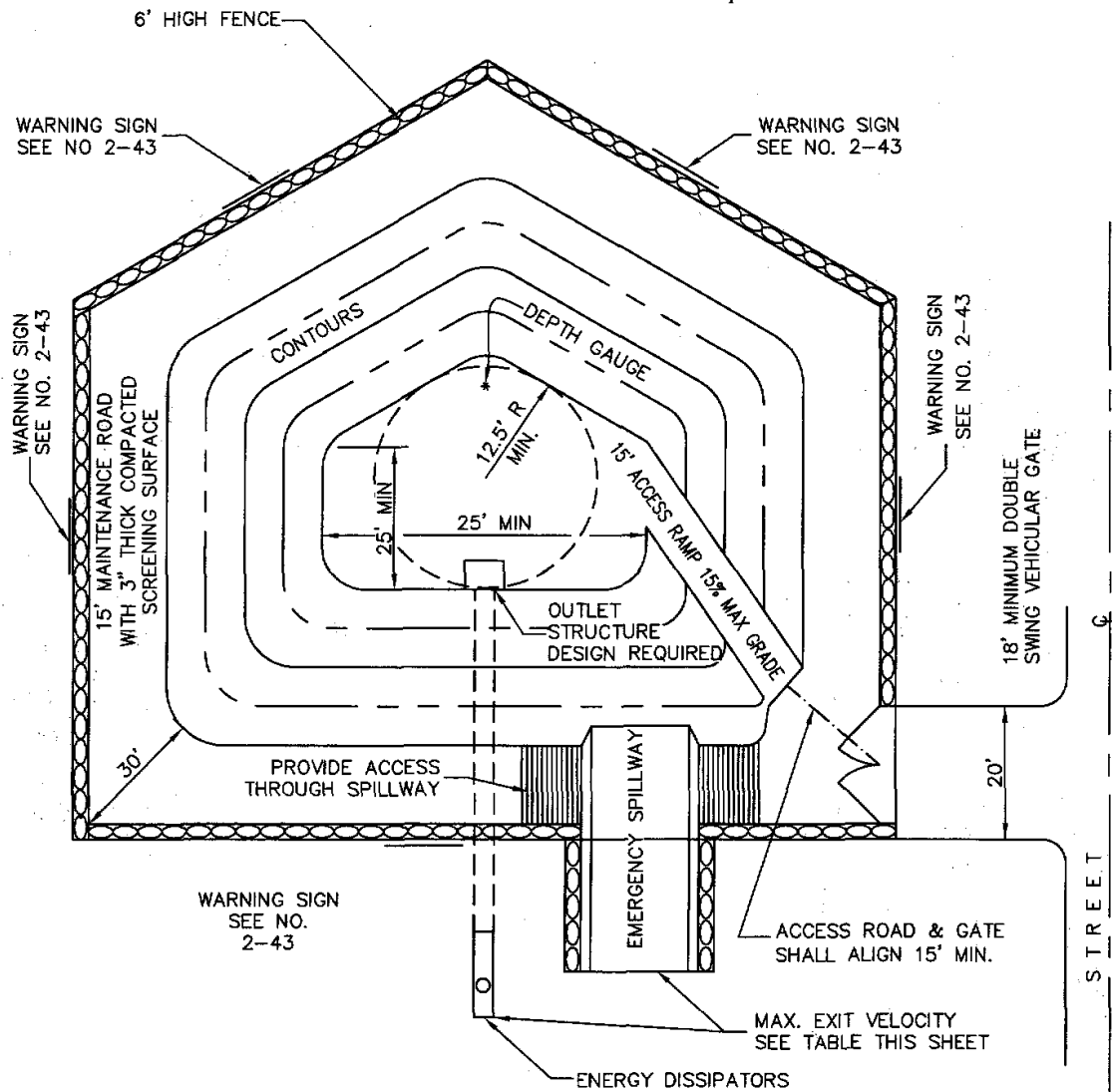
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Note

Maximum design water depth is 20 feet,
Refer to Item 9, "Detention Basin Design
Requirements" Section 2-5 of this manual.



DETENTION BASIN

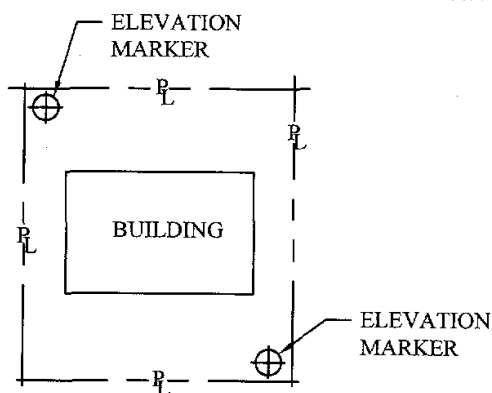
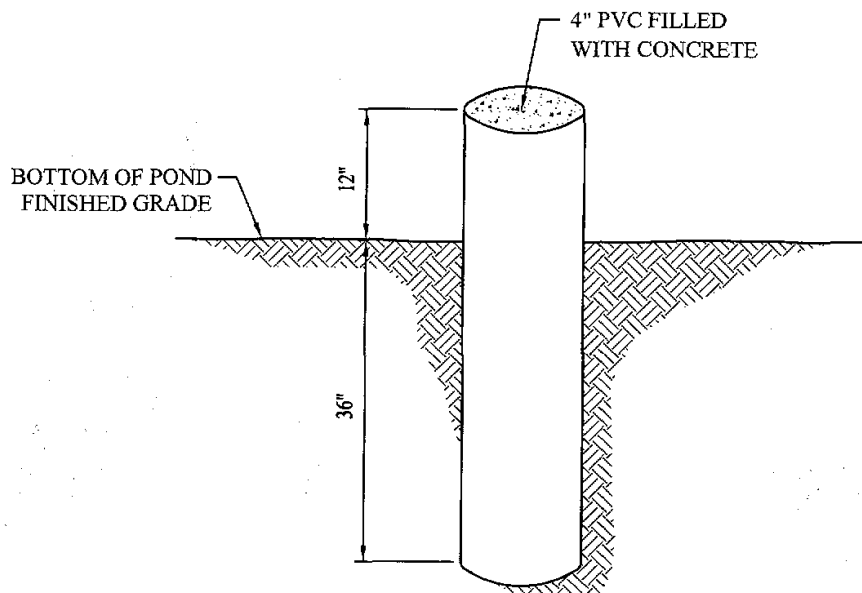
MAX. VELOCITY @ DISCHARGE POINTS
5 fps FOR UNPROTECTED GROUND
8 fps FOR OTHER GROUND COVER MATERIALS



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DESIGN STANDARDS
FOR CONSTRUCTION

DETENTION BASIN
DESIGN (DRAWING)
2-6

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MARKERS TO BE PLACED
AT CORNER OF FRONT
AND BACK YARDS.

PERMANENT ELEVATION MARKER
FOR ON SITE PONDING N.T.S.

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TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
FOR CONSTRUCTION

PERMANENT ELEVATION
MARKER FOR ON-SITE
PONDING

2-7

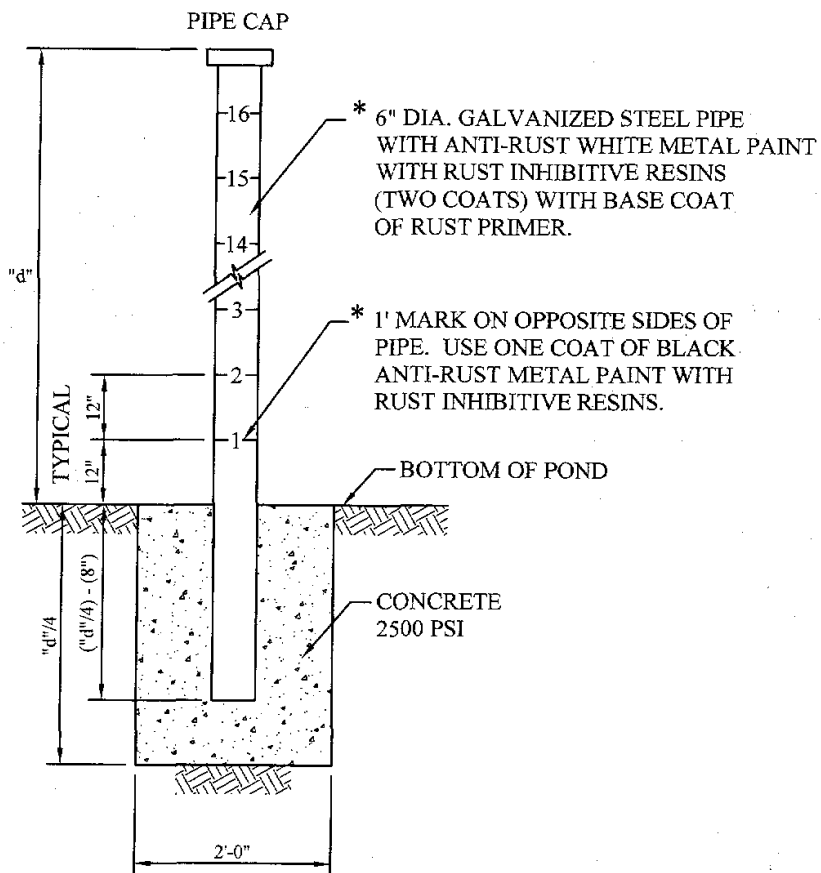
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NOTE

ALTERNATES WILL BE ALLOWED WITH THE PRIOR REVIEW AND APPROVAL OF THE CITY ENGINEER.



POND DEPTH GAUGE

SCALE: 1/2"=1'-0"

NOTES:

- * 1. CONSULT WITH PAINT MANUFACTURER FOR PRODUCTS THAT CAN SUSTAIN LONG PERIODS OF MOISTURE.
- 2. "d" = depth



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

POND DEPTH GAUGE

2-8

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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2-9

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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2-11

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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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2-12

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ENGINEERING DEPARTMENT
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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2-14

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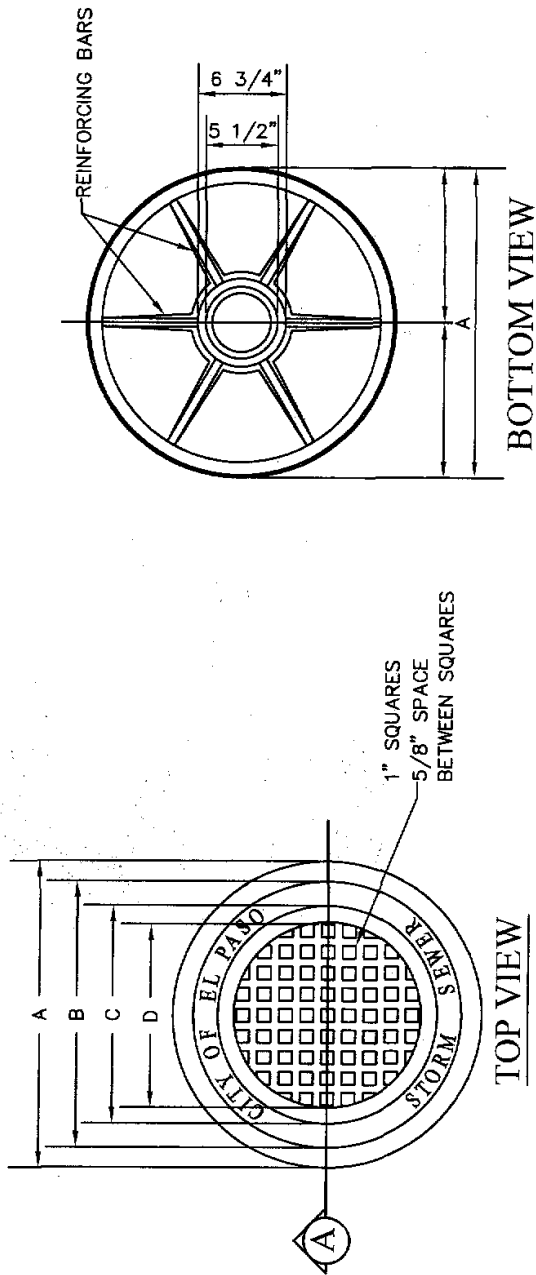
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ENGINEERING DEPARTMENT
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2-15

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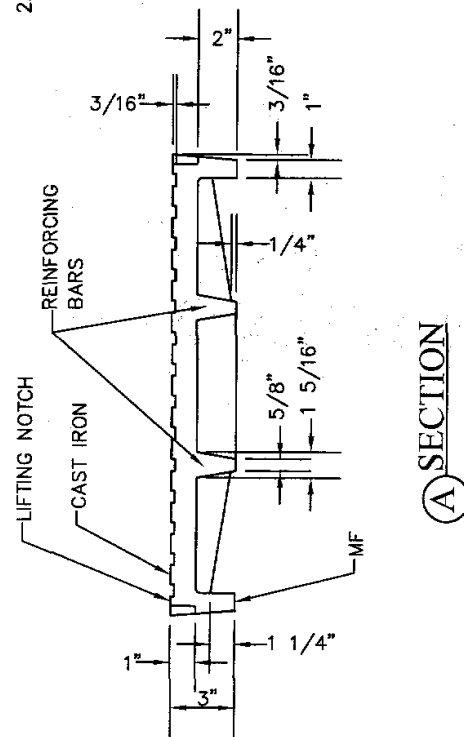
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GENERAL NOTES:

1. MATCHING SURFACES MARKED "MF" TO BE MACHINE FINISHED OF ANY IRREGULARITIES THAT WOULD PREVENT A SNUG FIT.
2. CASTING TO BE SMOOTH AND VOID OF AIR HOLES.

MANHOLE COVER WEIGHT	48" MANHOLE	72" MANHOLE
A	1'-11 3/4"	2'-7 1/4"
B	1'-8 5/8"	2'-4 1/8"
C	1'-4 7/8"	2'-3/8"
D	1'-2 3/8"	1'-9 7/8"
E	11 7/8"	1'-3 5/8"



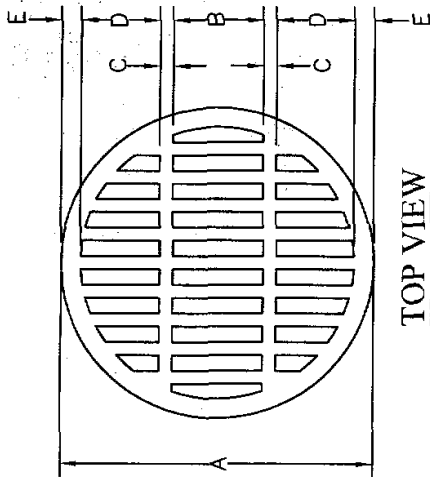
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MANHOLE COVER
2-17

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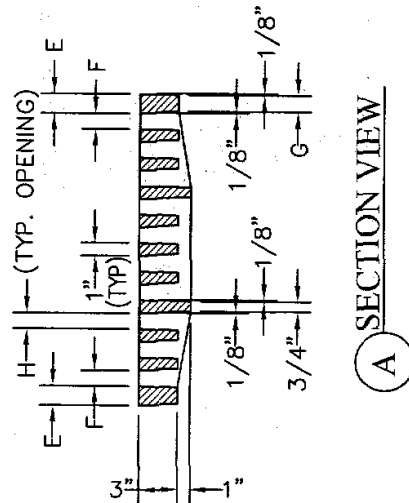
BOTTOM VIEW

REINFORCING BARS-

GENERAL NOTES:

1. MATCHING SURFACES MARKED "MF" TO BE MACHINE FINISHED OF ANY IRREGULARITIES THAT WOULD PREVENT A SNUG FIT.
2. CASTING TO BE SMOOTH AND VOID OF AIR HOLES.

NOTE:
THIS MAY BE
IN A S
RING (



SECTION VIEW

MANHOLE COVER	48" MANHOLE	72" MANHOLE
WEIGHT	175 LBS.	310 LBS.
A	1'-11 3/4"	2'-7 1/4"
B	6 1/2"	9"
C	1"	1 1/2"
D	6"	8"
E	1 5/8"	1 5/8"
F	1 1/4"	1"
G	1 3/8"	1 3/8"
H	1"	1"



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GRATED MANHOLE
COVER
.. 2-18

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

BACK TO TITLE INDEX PAGE

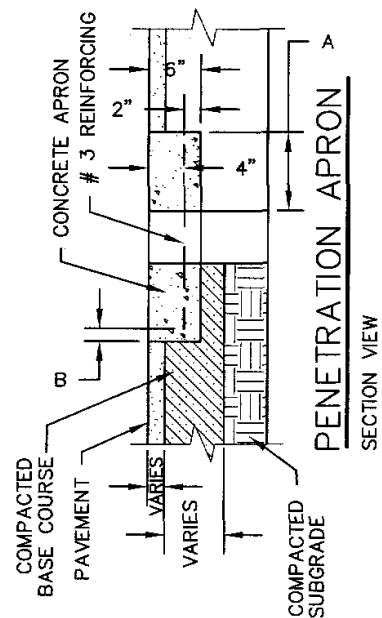
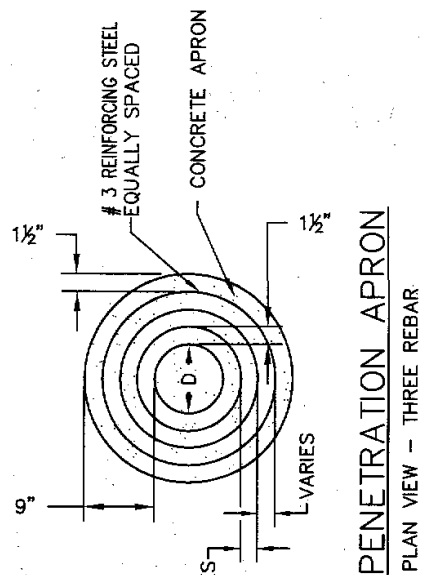
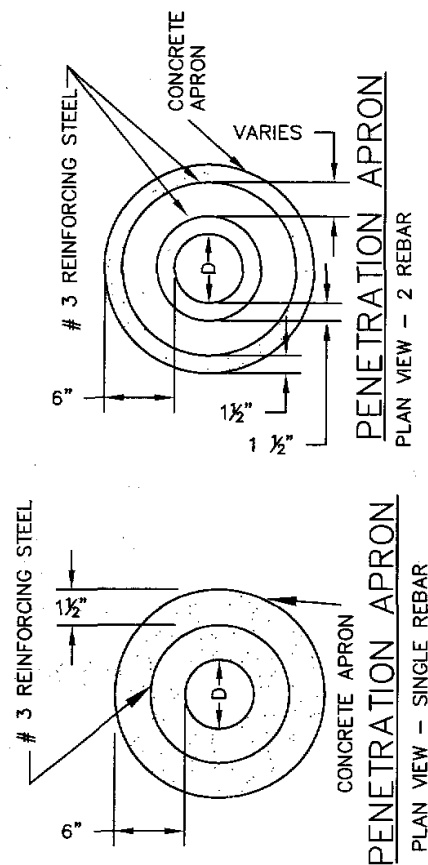
CONCRETE APRON FOR CIRCULAR PENETRATIONS IN ASPHALT PAVEMENTS				
"D" DIAMETER OF PENETRATION (INCHES)	"A" CONCRETE HORIZONTAL DIMENSION FROM PENETRATION (INCHES)	NUMBER OF NO. 3 REINFORCING STEEL BARS (INCHES)	"B" MINIMUM CLEARANCE FROM EDGE OF CONCRETE APRON TO CENTER OF NEAREST REBAR (INCHES)	"C" MINIMUM CLEARANCE FROM PENETRATION EDGE TO CENTER OF NEAREST REBAR (INCHES)
0 TO 6.01	6	1	1 1/2	1 1/2
6.01 TO 18.01	8	2	1 1/2	1 1/2
18.01 AND OVER	12	3	1 1/2	1 1/2

CONSTRUCTION NOTES:

1. ANY DISTURBED SUBGRADE UNDER THE CONCRETE APRON SHALL BE COMPACTED TO 95% DENSITY \pm 3% OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557.
2. ANY DISTURBED COARSE UNDER THE CONCRETE APRON SHALL BE COMPACTED TO 100% DENSITY \pm 2% OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D-1557.
3. PROVIDE A MINIMUM OF 1 1/2" OF CONCRETE COVER FOR ALL REINFORCEMENT STEEL.
4. REINFORCING SHALL MEET ASTM C-478 AND TRAFFIC LOADING (HS-20).
5. NO. 3 REINFORCING STEEL HOOPS SHALL BE SPACED EQUALLY.

GENERAL NOTES:

1. THE PENETRATION APRON SHOULD BE CAST IN-PLACE CONCRETE. (MINIMUM 28 DAY COMPRESSIVE STRENGTH 4000 PSI. HIGH EARLY CONCRETE IS REQUIRED)
2. TOPS OF PENETRATION APRON SHALL BE FLUSH WITH ROADWAY SURFACE OR FINISHED GRADE UNLESS OTHERWISE SPECIFIED BY THE CITY ENGINEER.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

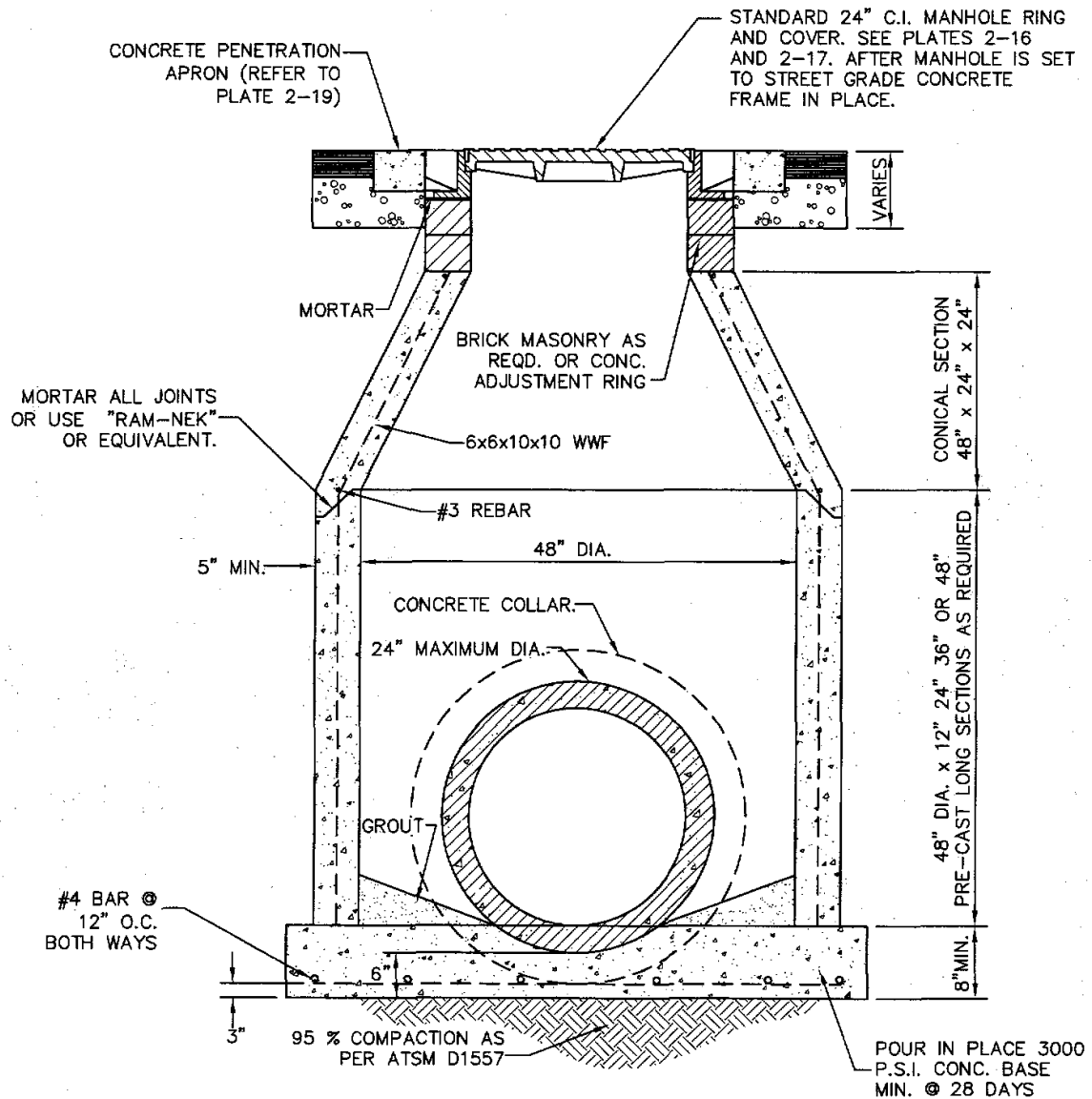
PENETRATION
APRON

2-19

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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48" DIAMETER STANDARD MANHOLE
NTS



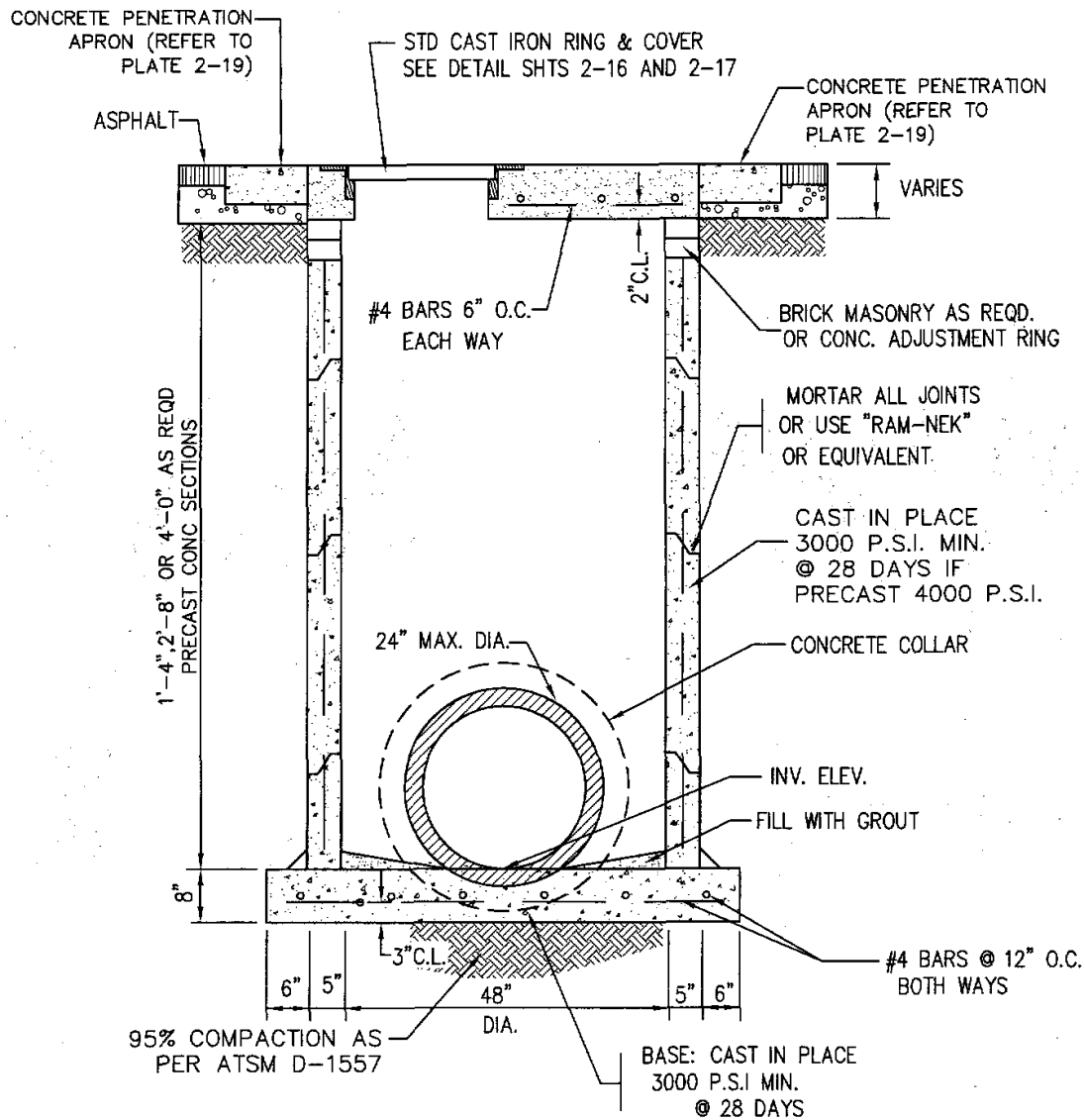
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

48" DIAMETER
STANDARD
CONICAL MANHOLE
2-20

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

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48" DIAMETER PRECAST MANHOLE SECTIONS

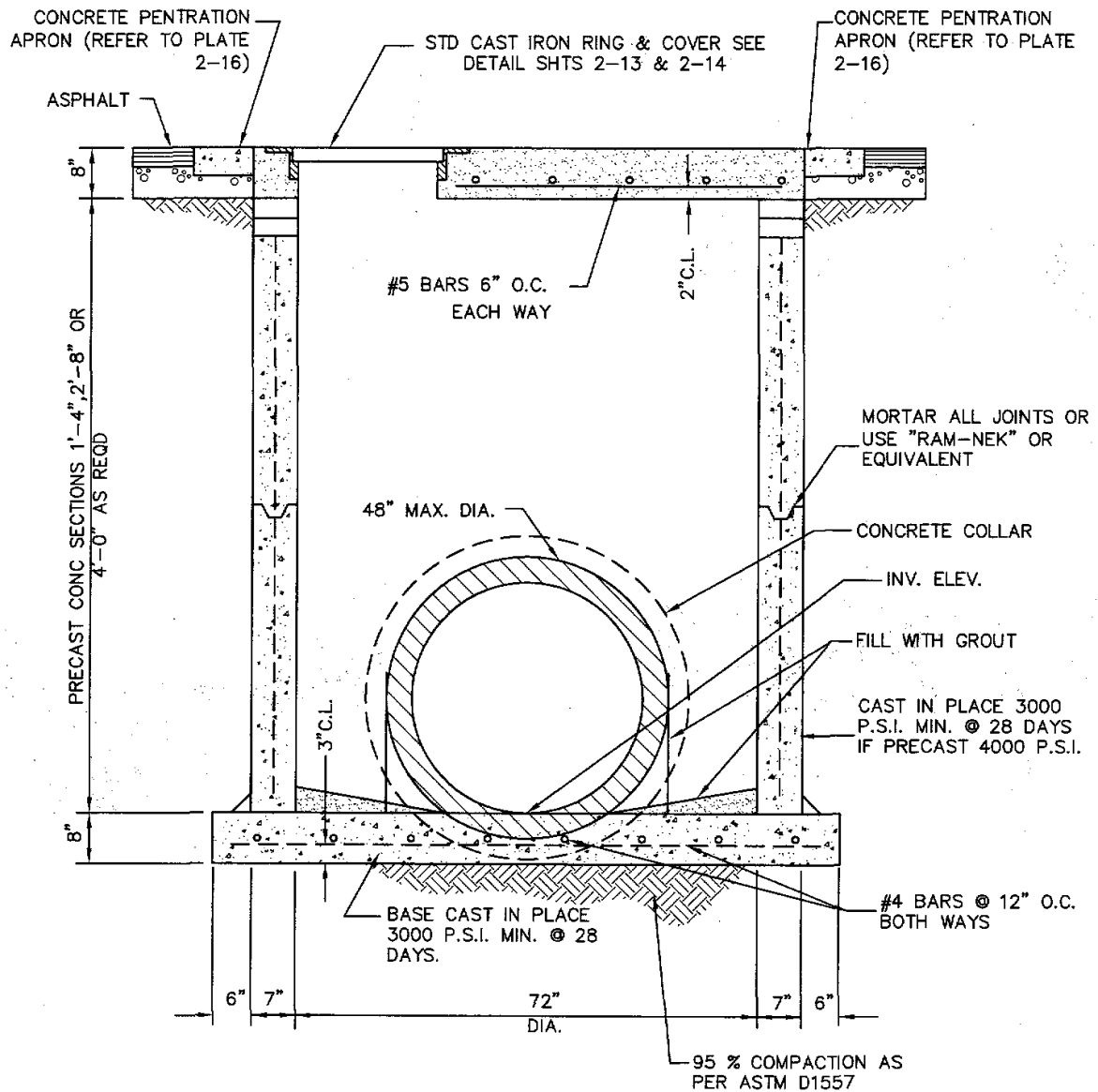


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

48" DIAMTER PRECAST
MANHOLES
2-21

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J.R.</u>

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72" DIAMETER PRECAST MANHOLE SECTIONS
NTS



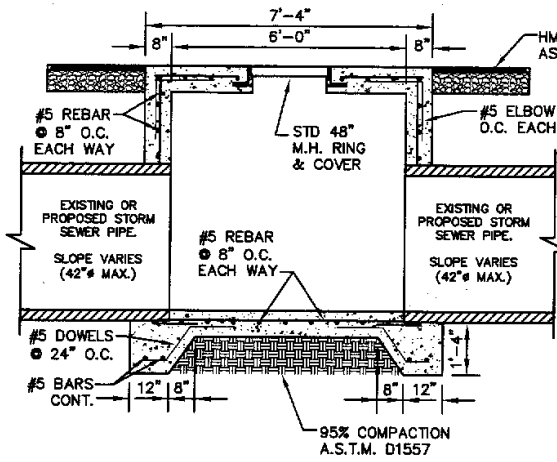
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

72" DIAMETER PRECAST
MANHOLES
2-22

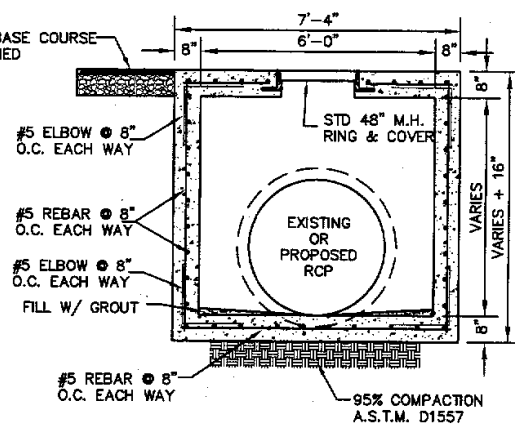
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

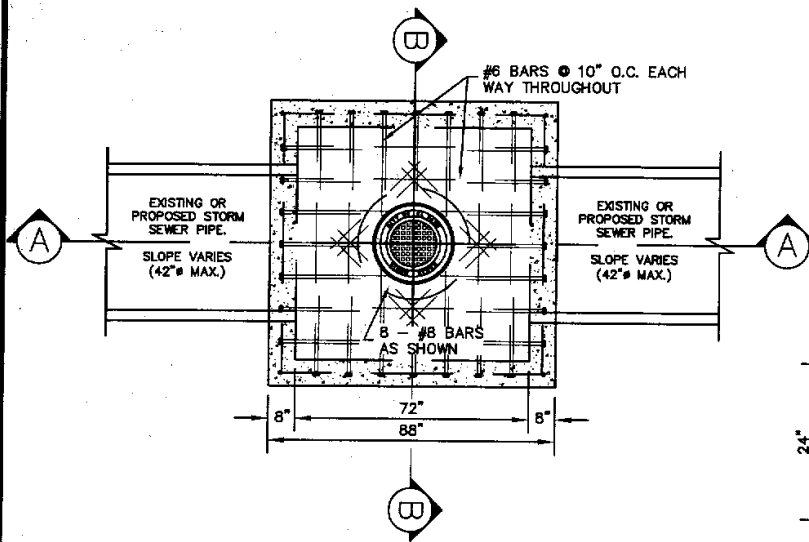
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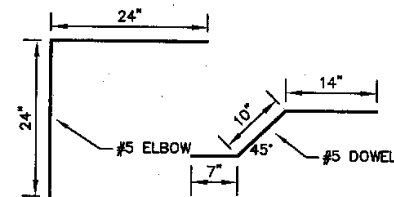
SECTION A-A



SECTION B-B



72" DIAMETER CAST-IN PLACE
STANDARD MANHOLE



BENDING DETAIL



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

72" DIAMETER
CAST-IN-PLACE
MANHOLE
2-23

Approved By R. A. SHUBERT
Date JUNE 03, 2008

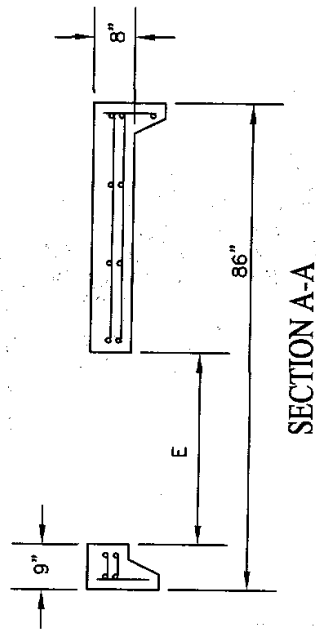
Checked By H. M. E.
Drawn By QEC / J. R.

GENERAL NOTES:

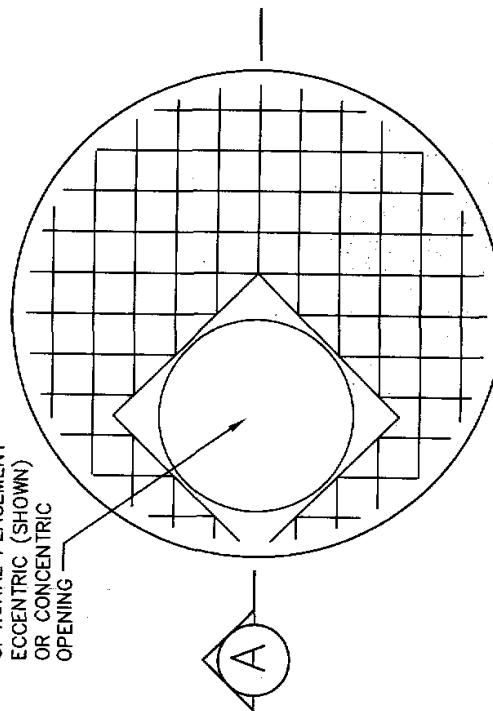
1. ALL JOINTS TO BE TONGUE AND GROOVE AND SEALED WITH RAM-NEK OR EQUAL.
2. MANUFACTURER TO PROVIDE LIFTERS OF ADEQUATE SIZE AS NEEDED.

CONSTRUCTION KEY NOTES:

- A. 4000 P.S.I. CONCRETE 28 DAYS.
- B. KEYLOCK ADDS 8" TO VERTICAL HEIGHT.
- C. RING & COVER OR SPECIAL LIDS TO MEET REQUIREMENTS. MAY BE CAST IN PLACE.
- D. REINFORCING SHALL MEET A.S.T.M. C478-87 AND TRAFFIC LOADING (HS-20).
- E. SIZE TO ACCOMMODATE TYPE 72" DIAMETER MANHOLE RING.



OPTIONAL PLACEMENT
ECCENTRIC (SHOWN)
OR CONCENTRIC
OPENING



MANHOLE COVER FOR TYPE 72" MANHOLE

[BACK TO TITLE INDEX PAGE](#)

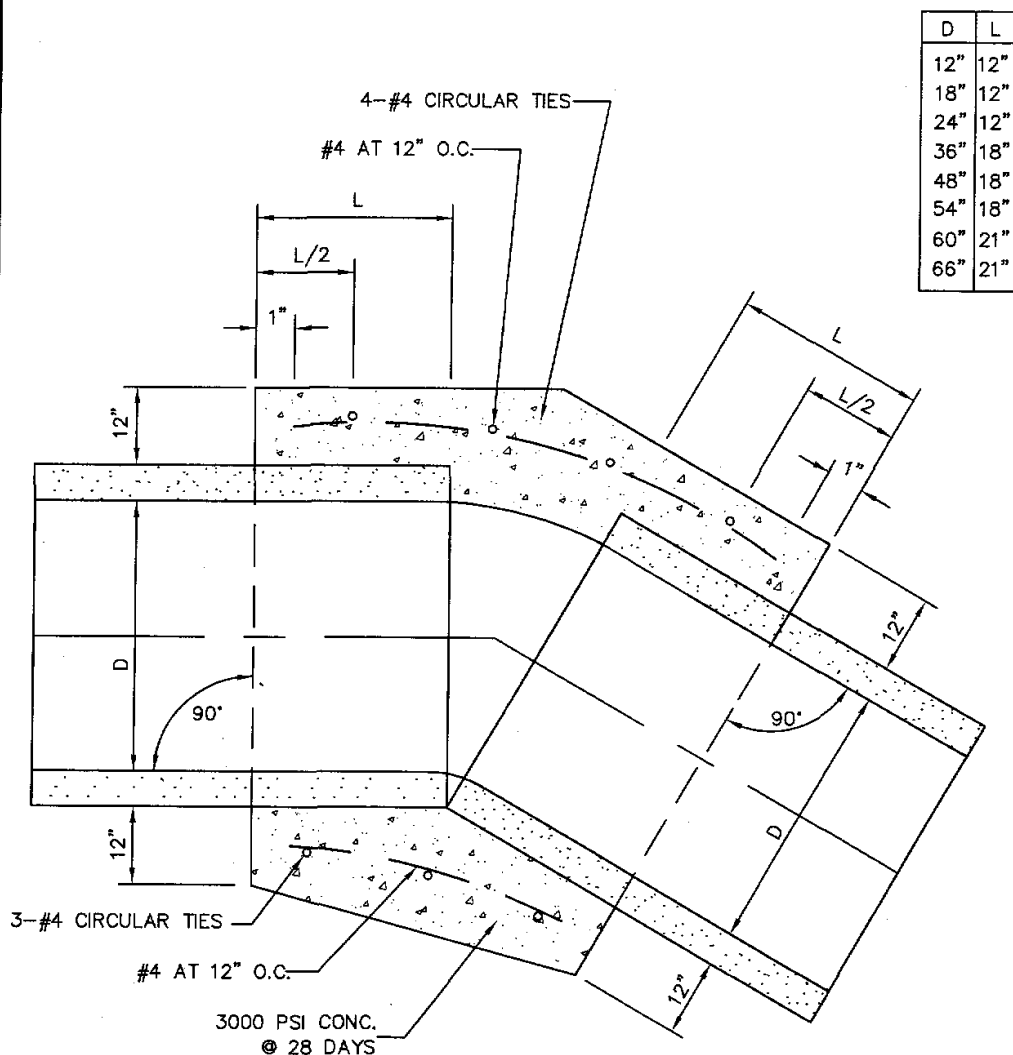


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE MANHOLE
COVER FOR TYPE 72"
MANHOLE
2-24

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.



CONCRETE PIPE COLLAR

1. A CONCRETE COLLAR IS REQUIRED WHERE PIPES CHANGE IN HORIZONTAL OR VERTICAL ALIGNMENT.
2. FOR PIPES 24" OR LESS IN DIAMETER REINFORCE WITH W.W.M.

[BACK TO TITLE INDEX PAGE](#)

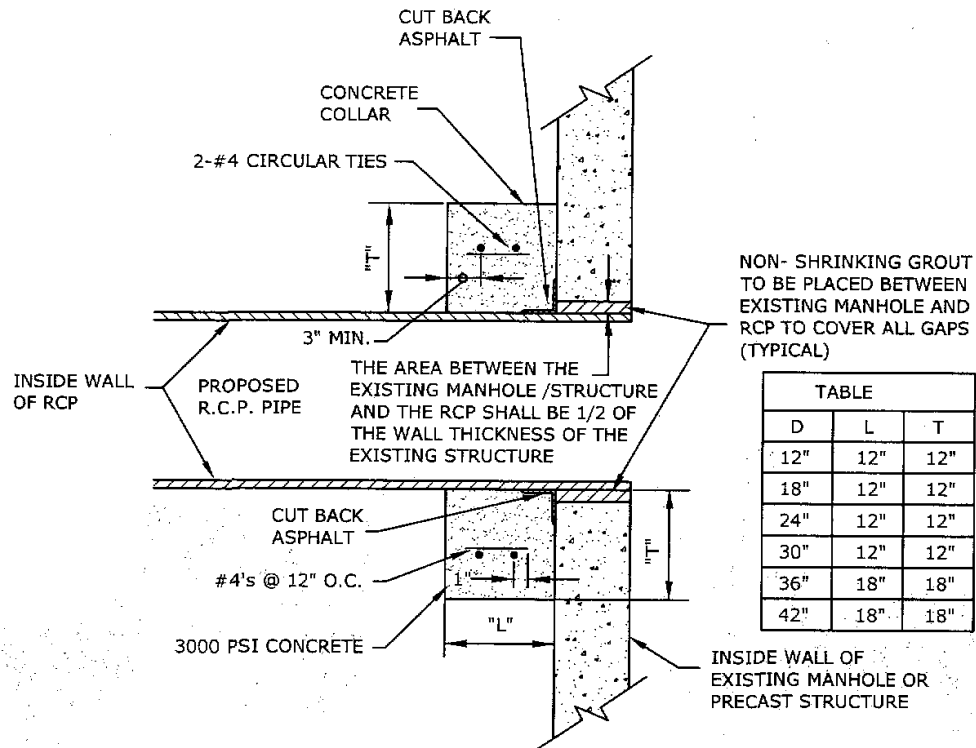


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE PIPE
COLLAR
2-25

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.



CONNECTION AT PRECAST JUNCTION BOXES OR EXISTING MANHOLES

SCALE: N.T.S.

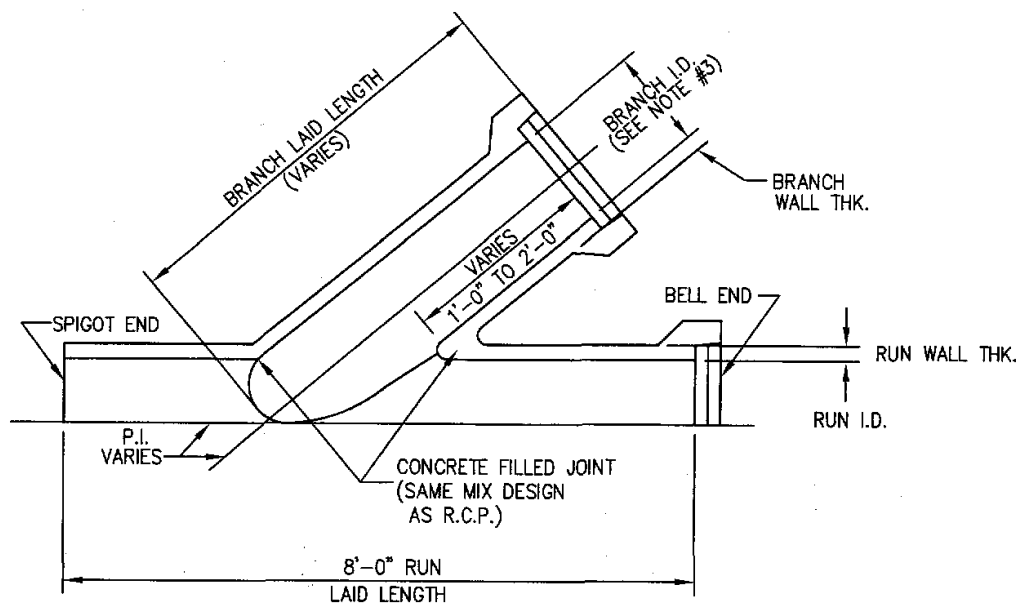
[BACK TO TITLE INDEX PAGE](#)


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONNECTION AT PRECAST
JUNCTION BOXES OR
EXISTING MANHOLES
2-26

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.



REINFORCED CONCRETE PIPE – WYE 18" THRU 96" DIA.

PLAN VIEW SECTION

N.T.S.

NOTES:

- 1) THIS DRAWING IS NOT INTENDED TO SHOW REINFORCEMENT DESIGN EITHER AS TO PLACEMENT OR STEEL AREA. ACTUAL PROJECT SPECIFICATIONS WILL GOVERN.
- 2) STEEL AREA IN WYE CONNECTION EXCEEDS THAT REQUIRED IN ADJACENT PIPE.
- 3) FOR 18" DIA. TO 30" DIA. MAINLINE R.C.P. THE DIA. OF THE WYE NEEDS TO BE 6" SMALLER THAN THE MAINLINE DIA. FOR 36" DIA. TO 96" DIA. MAINLINE R.C.P. THE DIA. OF THE WYE NEEDS TO BE 12" SMALLER THAN THE MAINLINE DIA.

[BACK TO TITLE INDEX PAGE](#)



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PRE-FABRICATED
REINFORCED CONCRETE
PIPE WYE
2-27

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC / J. R.

STANDARD MANHOLE SPECIFICATIONS

1. THE PRECAST MANHOLE RISER AND CONICAL SECTIONS SHALL CONFORM TO ASTM SPECIFICATIONS C-478.
2. THE PRECAST CONCRETE SHALL ATTAIN A MINIMUM ALLOWABLE COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.
3. THE CONCRETE BASE SHALL ATTAIN A MINIMUM ALLOWABLE COMPRESSIVE STRENGTH OF 3000 PSI @ 28 DAYS.
4. MASONRY SHALL BE COMMON BRICK WITH ASTM TYPE 'S' MORTAR ATTAINING A MINIMUM COMPRESSIVE STRENGTH OF 1800 P.S.I. AT 28 DAYS.
5. INCLUDE DETAIL FOR CONNECTION AT PRECAST JUNCTION BOXES OR EXISTING MANHOLES (IF APPLICABLE) , REFER TO PLATE 2-26.
6. MANHOLE COVER SHALL BE SET FLUSH WITH FINISHED PAVEMENT.
7. SUBGRADE FOR MANHOLES SHALL BE COMPACTED TO A MINIMUM OF 95% IN ACCORDANCE WITH ASTM D1557.

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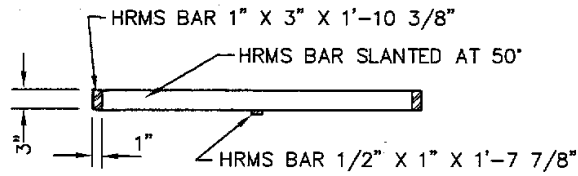
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STANDARD MANHOLE
SPECIFICATIONS
2-28

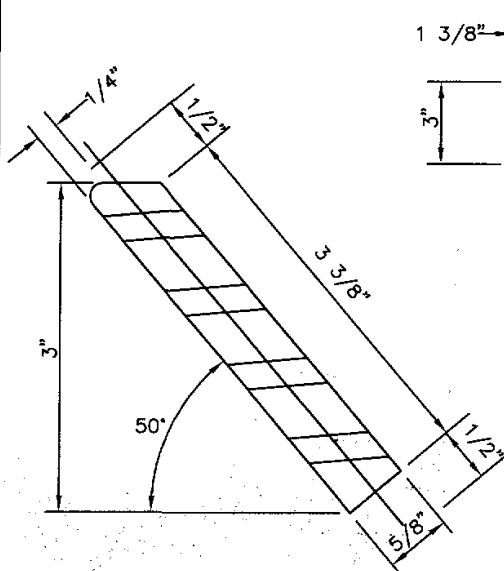
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

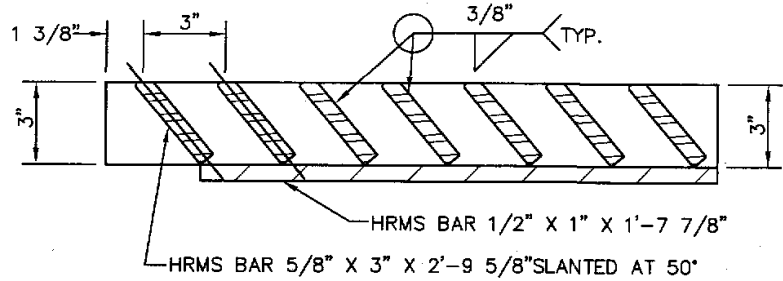
BACK TO TITLE INDEX PAGE



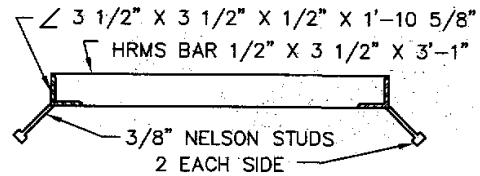
(C) GRATE SECTION



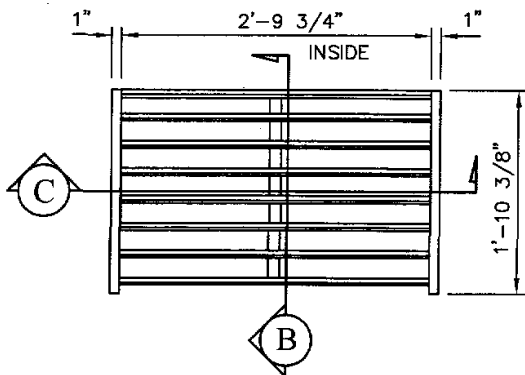
SLANTED BAR DETAIL



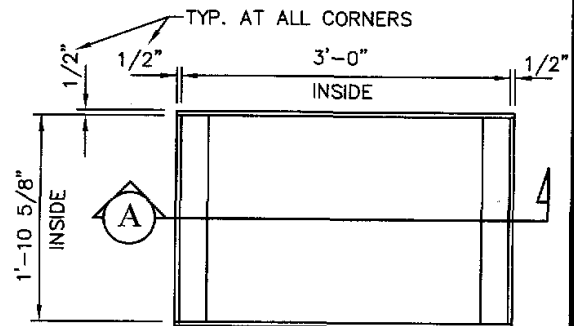
(B) GRATE SECTION



(A) FRAME SECTION



GRATE



FRAME



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GRATE AND FRAME
FOR DROP INLET
2-29

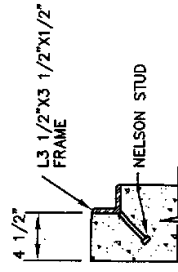
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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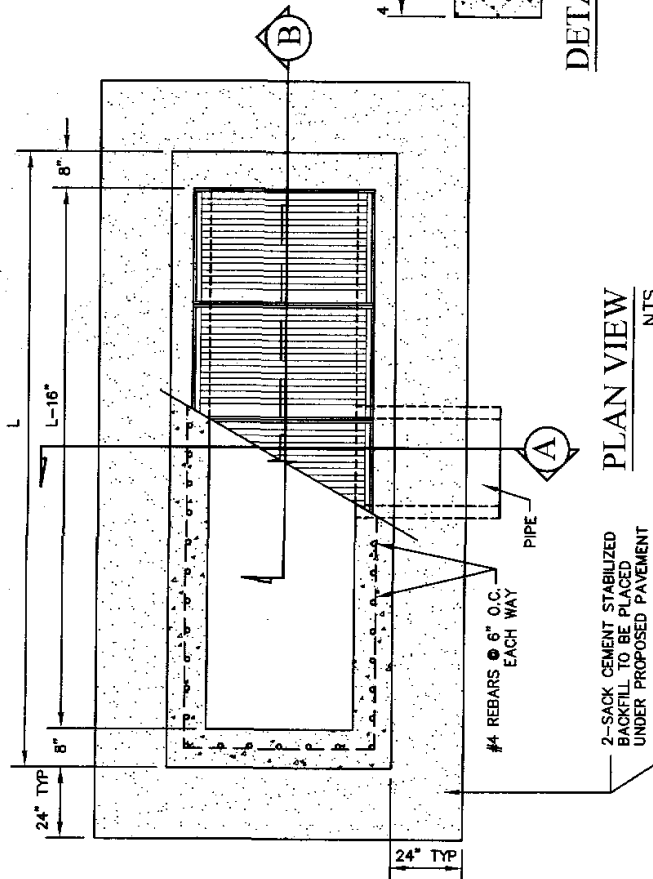
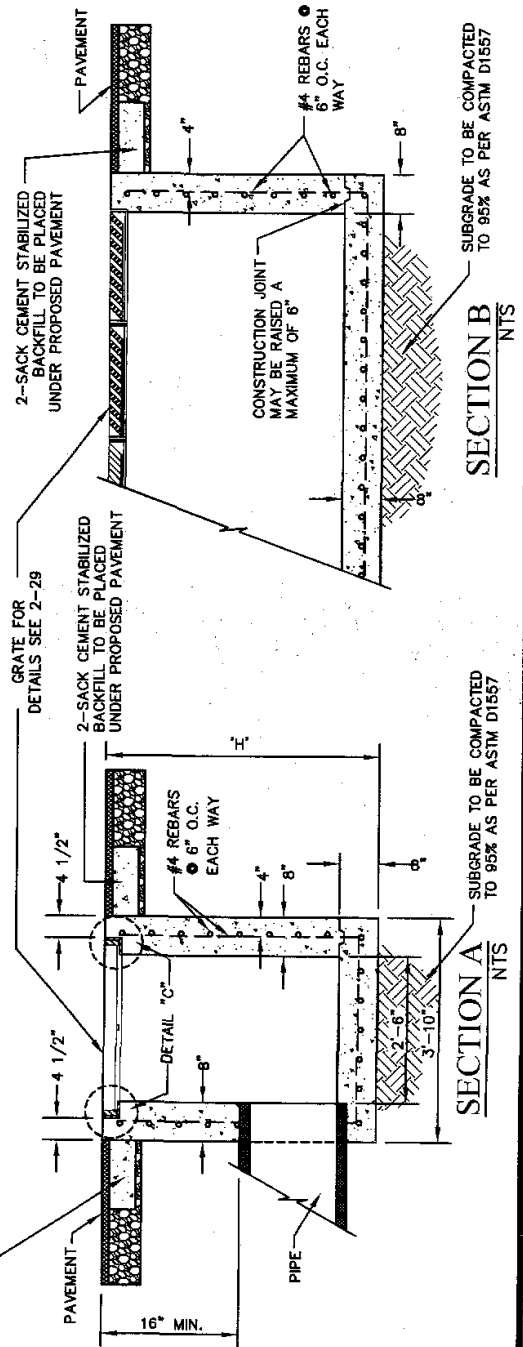
BACK TO TITLE INDEX PAGE

NUMBER OF GRATES	'L'
2	5'-1 1/8"
3	7'-0 1/8"
4	8'-9 7/8"
5	10'-8"

- NOTES
1. H = 20' MAXIMUM
 2. CONCRETE TO BE 3000 psi MIN CORE TEST @ 28 DAYS.
 3. GRATE TO BE PERPENDICULAR TO TRAFFIC.



DETAIL "C"

PLAN VIEW
NTSSECTION A
NTSSECTION B
NTS

TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

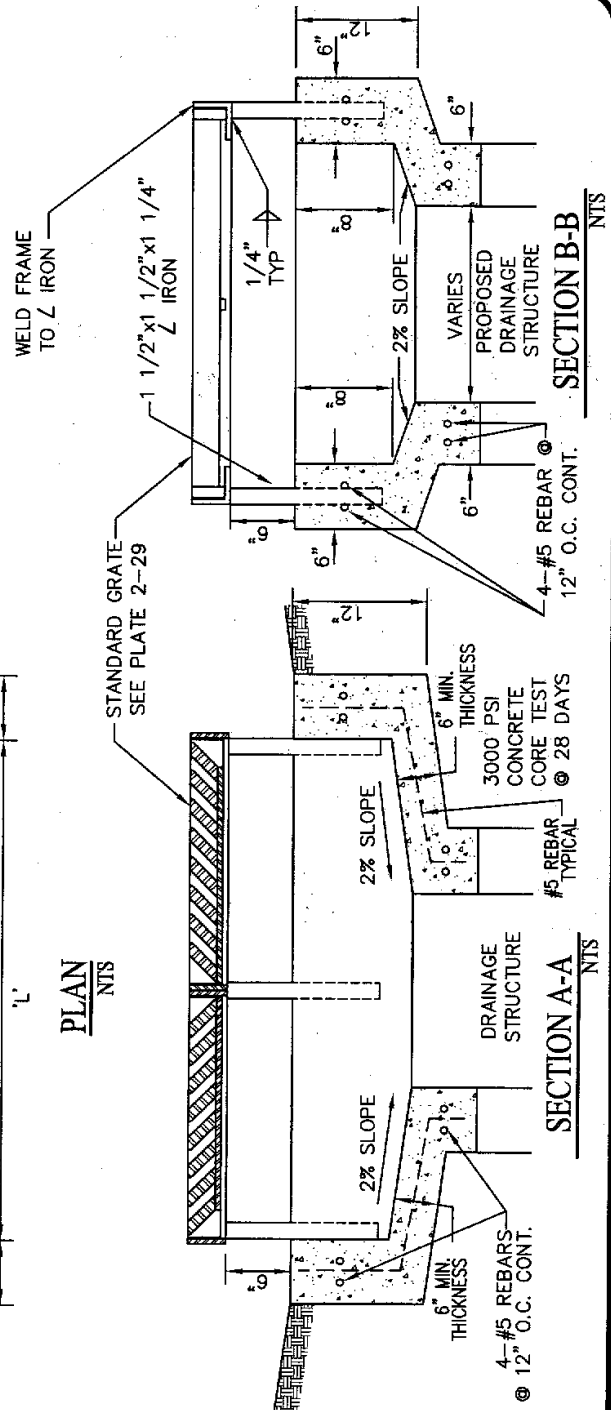
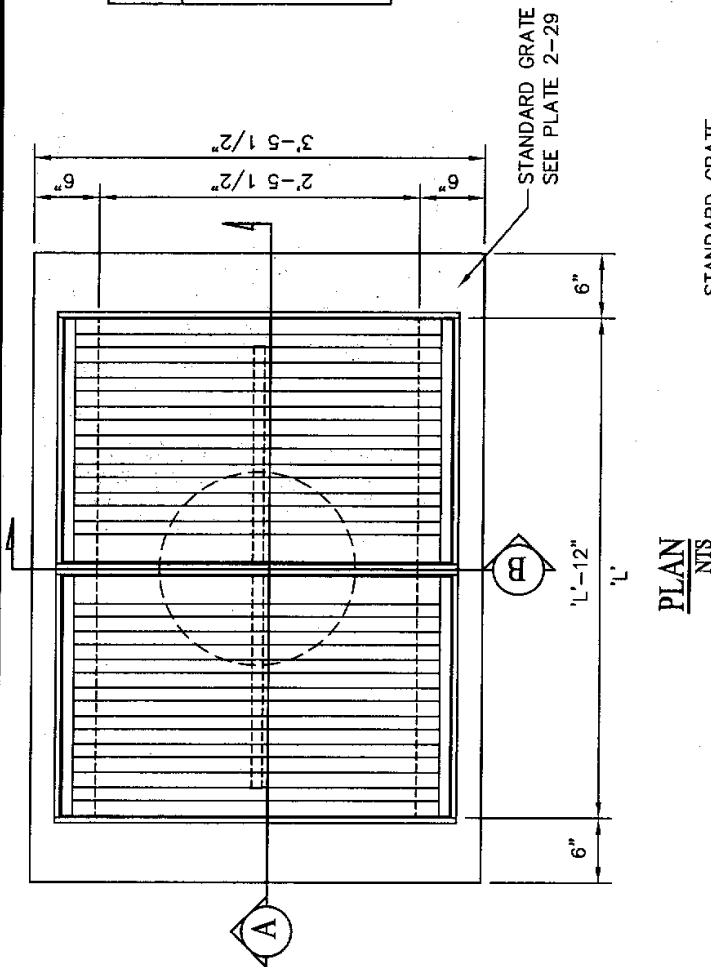
DROP INLET TYPE III
2-32

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC / J. R.

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NUMBER OF GRATES	'L'
1	2'-11 5/8"
2	5'- 3/4"
3	6'-10 3/4"
4	8'-9 1/2"
5	10'-8"



TITLE 19 - SUBDIVISION ORDINANCE

ENGINEERING DEPARTMENT

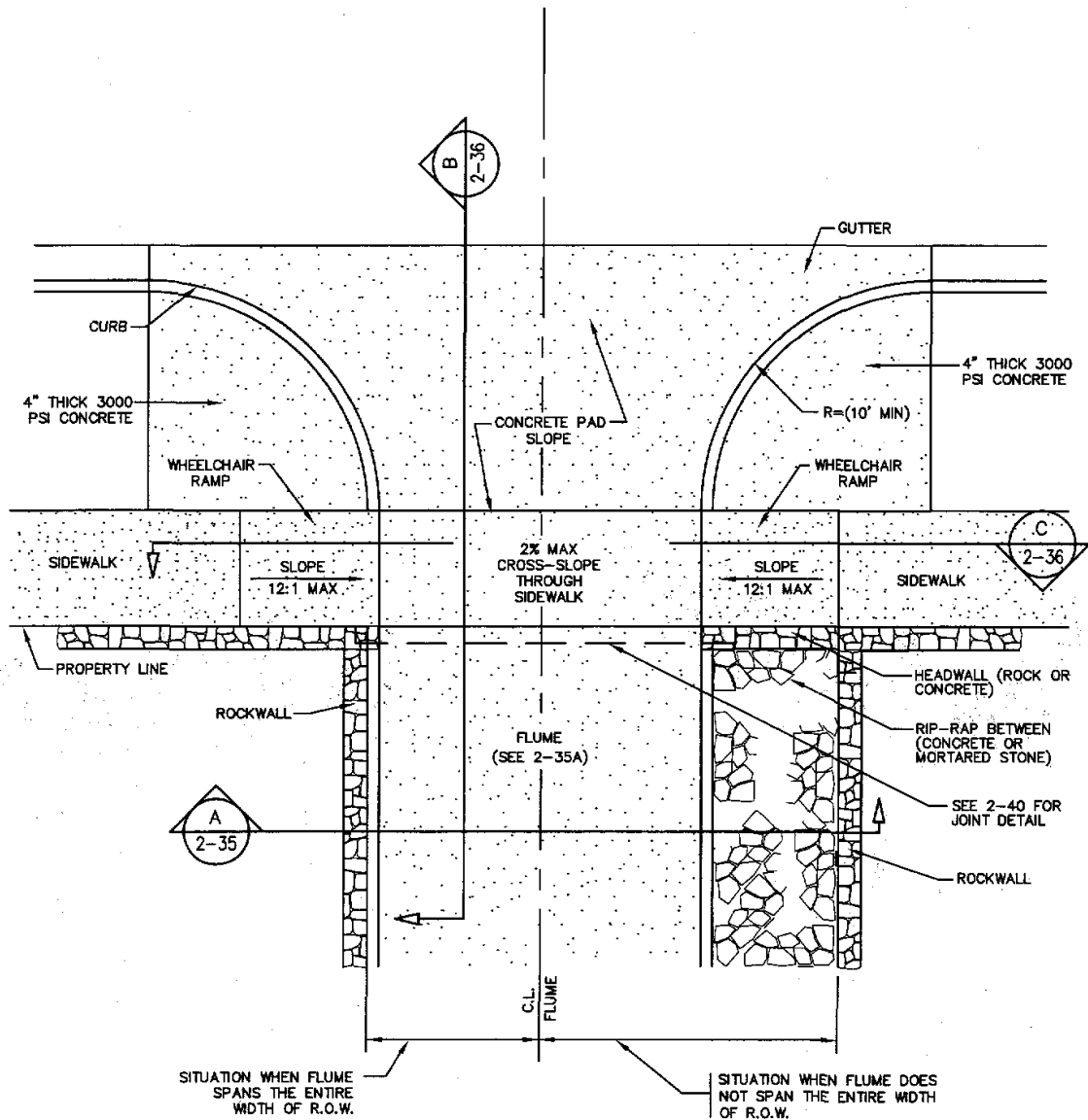
DESIGN STANDARDS
FOR CONSTRUCTION

OFF- STREET STORM
INLET DETAIL
2-33

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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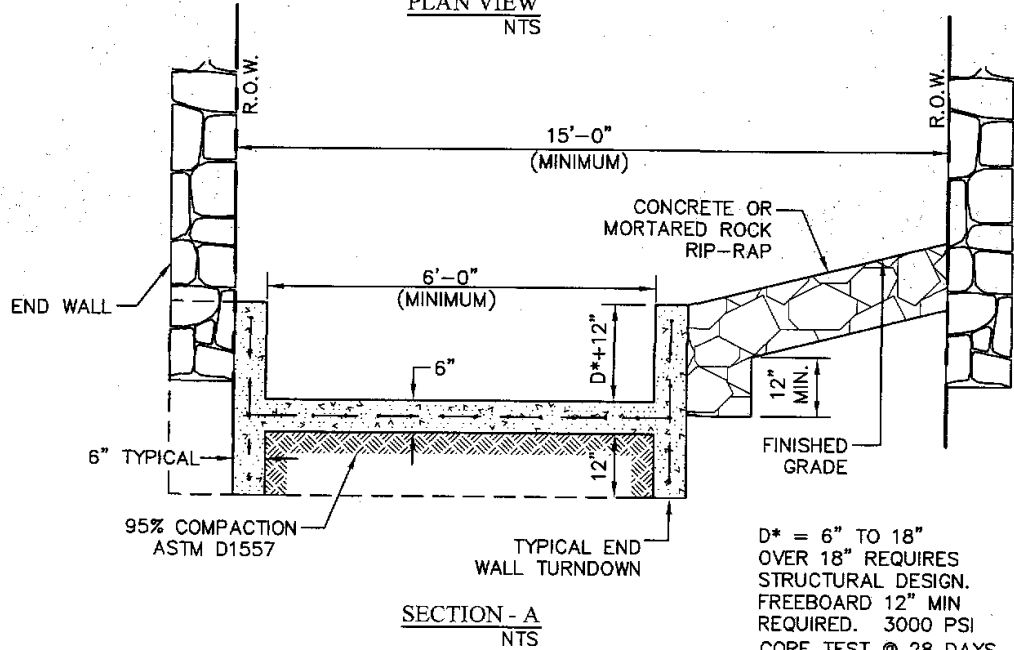
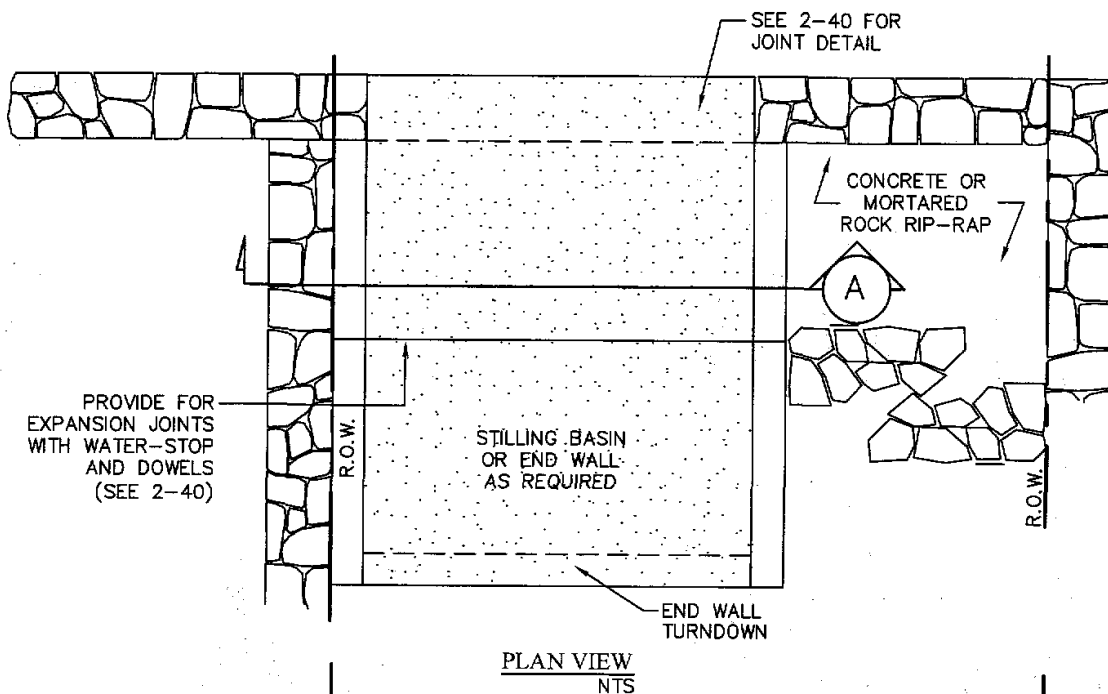
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

FLUME DESIGN
2-34

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

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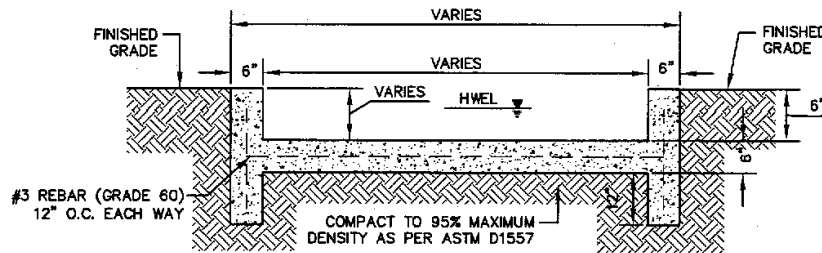
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE FLUME
WITHIN DRAINAGE
R.O.W.
2-35A

Approved By R. A. SHUBERT
Date JUNE 03, 2008

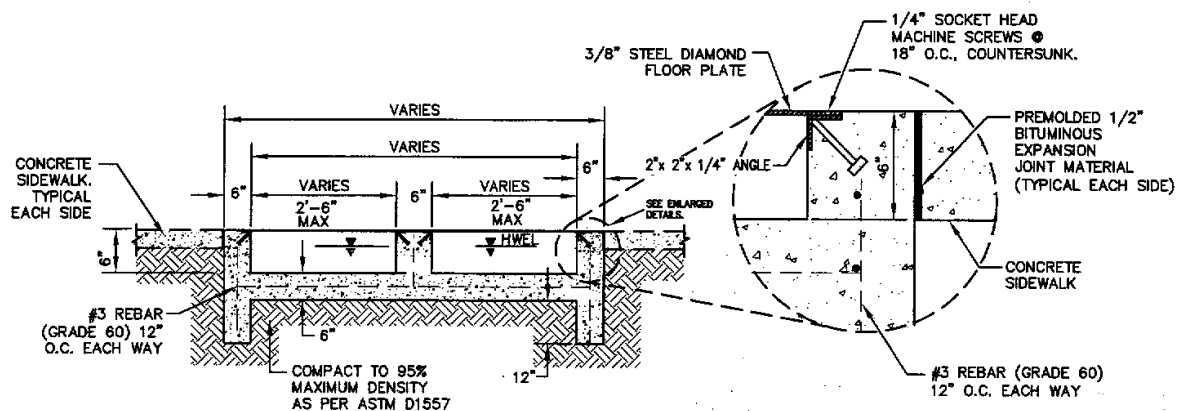
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Drawn By QEC/J.R.

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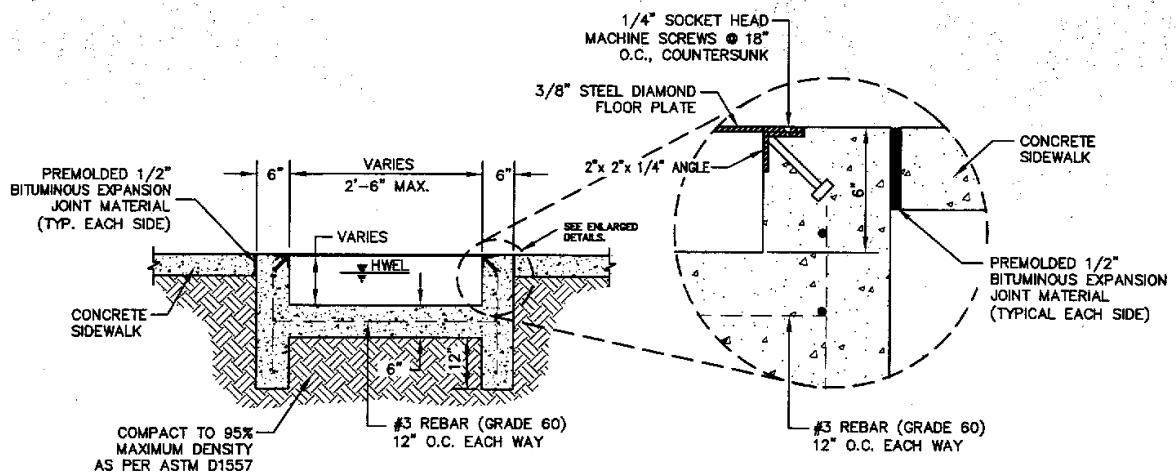
**NOTES:**

1. ALL CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH @ 28 DAYS.
2. STEEL DIAMOND FLOOR PLATE TO HAVE A MINIMUM OF TWO COATS OF RED OXIDE PRIMER.
3. PLATE COLOR AS SPECIFIED.

CONCRETE FLUME SECTION WITHOUT PLATE



MULTIPLE CONCRETE FLUMES WITH STEEL PLATE COVER



CONCRETE FLUME WITH STEEL PLATE COVER



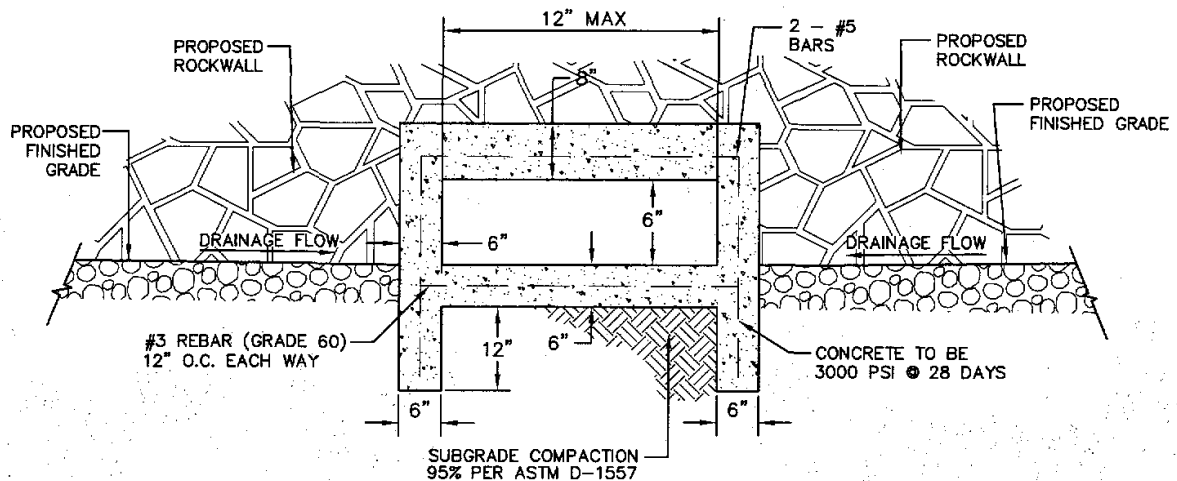
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPICAL CONCRETE
DRAINAGE FLUMES
2-35B

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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NOTE: FOR OPENINGS WIDER THAN 12". DESIGN ENGINEER SHALL SUBMIT STRUCTURAL DESIGN CALCULATIONS TO BE SUBMITTED AND APPROVED BY THE CITY ENGINEER. WIDER OPENINGS SHALL INCLUDE INTERMEDIATE VERTICAL CONCRETE SUPPORTS AND SAFETY PIPE/GRATING WHERE APPROPRIATE.

SMALL WALL OPENING FOR DRAINAGE

SCALE: NTS



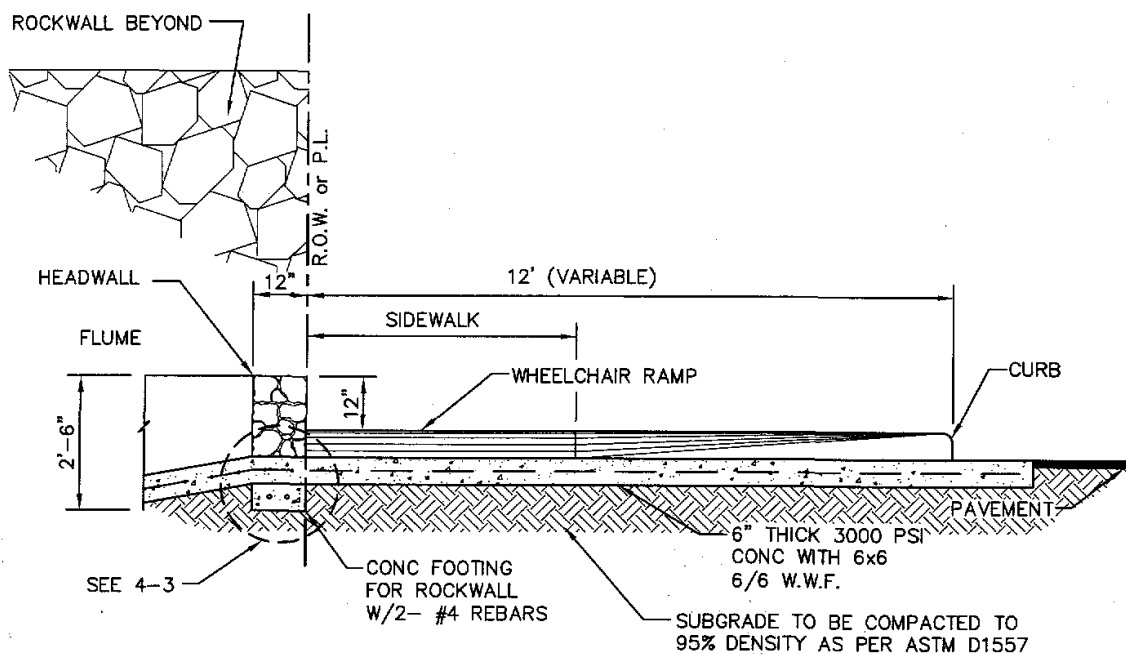
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SMALL WALL OPENING
FOR DRAINAGE
2-35C

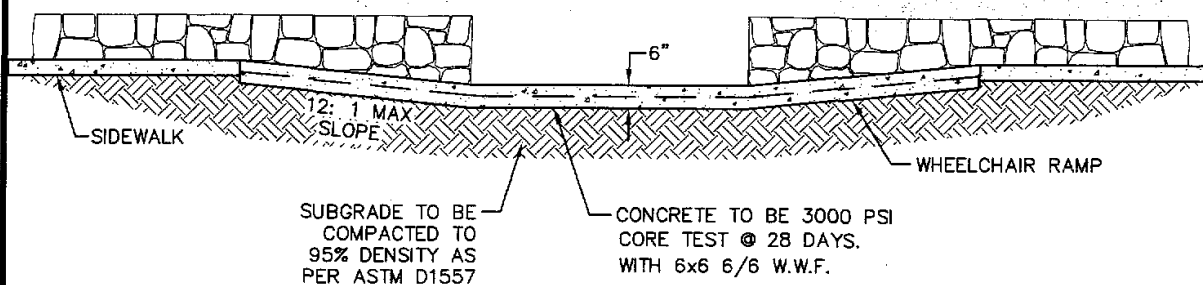
Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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SECTION - B
NTS



SECTION - C
NTS



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

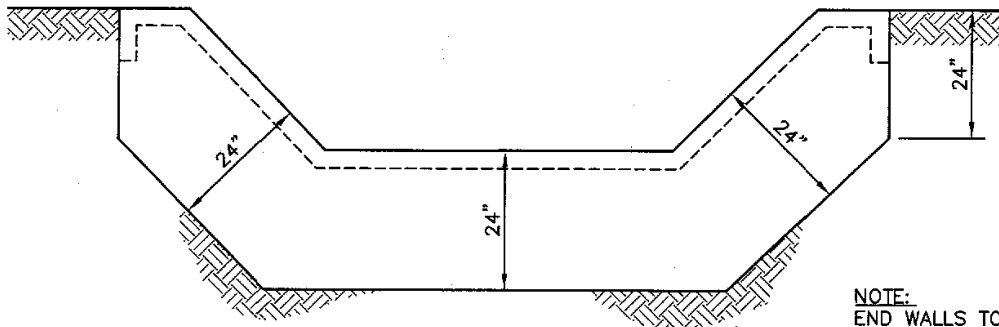
FLUME DESIGN
SECTION

2-36

Approved By R. A. SHUBERT
Date JUNE 03, 2008

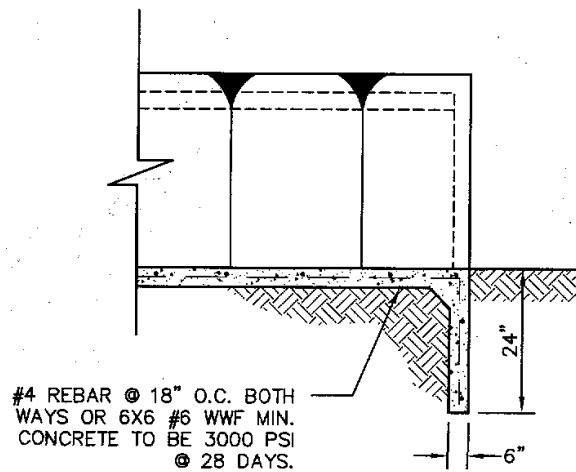
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NOTE:
END WALLS TO BE PLACED
AT BEGINNING AND END OF
CONCRETE CHANNELS.

END WALL
ELEVATION



END WALL
SECTIONAL VIEW



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

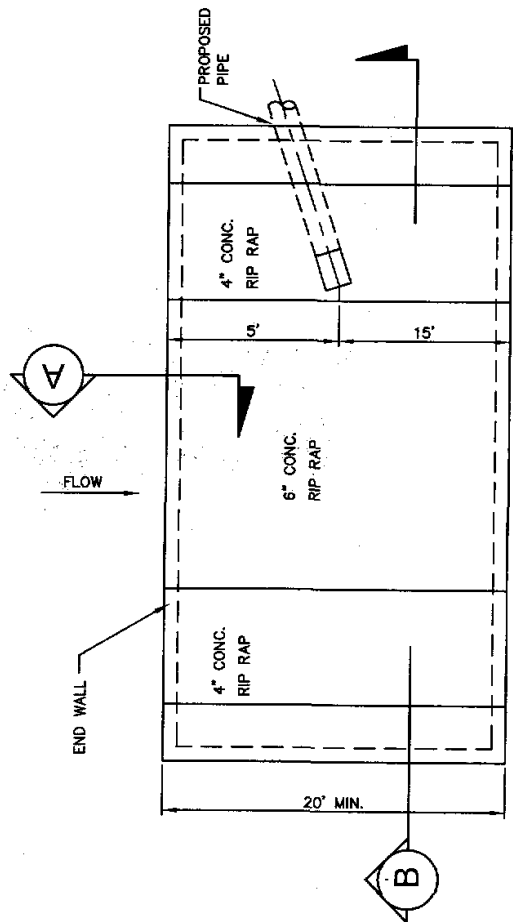
CONCRETE CHANNEL
TYPE I
END WALL DETAIL
2-38

Approved By R. A. SHUBERT
Date JUNE 03, 2008

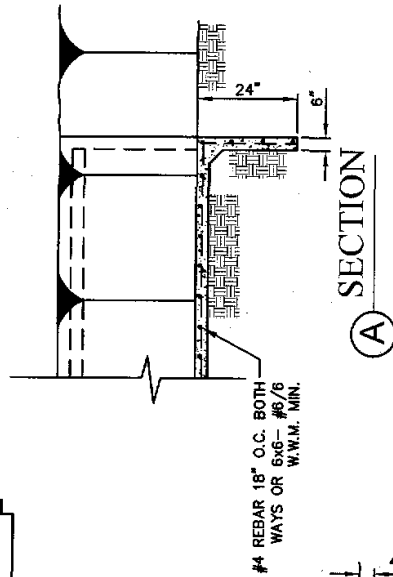
Checked By H. M. E.
Drawn By QEC/J. R.

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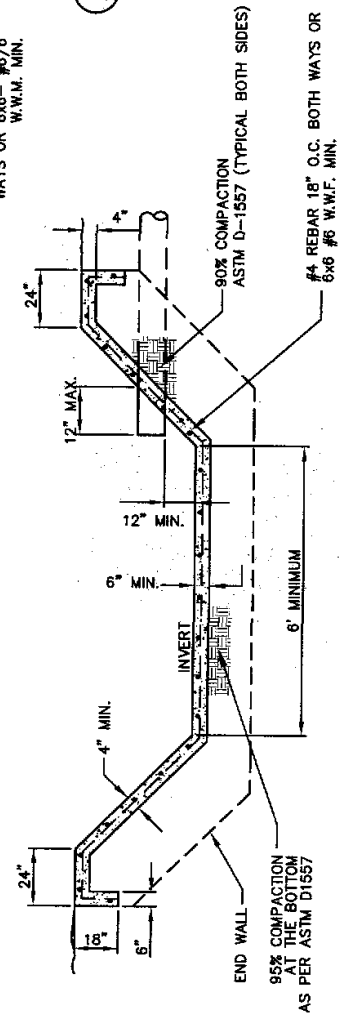
- NOTES:
1. CONCRETE LINING INVERT MUST MATCH MAINTENANCE GRADE AND WIDTH OF CHANNEL.
 2. CONCRETE LINING SHALL BE PLACED 5' UPSTREAM AND 15' DOWNSTREAM OF LINE OF DISCHARGE PIPE (48" MAXIMUM).
 3. ALL CONCRETE TO BE 3000 PSI @ 28 DAYS.
 4. CHANNEL SECTIONS SHALL BE POURED MONOLITHICALLY FROM TOP OF SLOPE TO TOP OF SLOPE



PLAN VIEW



SECTION A



SECTION B



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

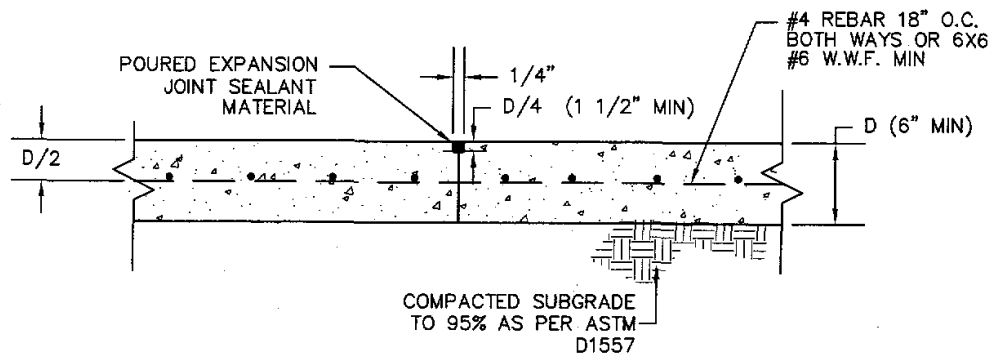
CHANNEL LINING AT
PIPE DISCHARGE

2-39

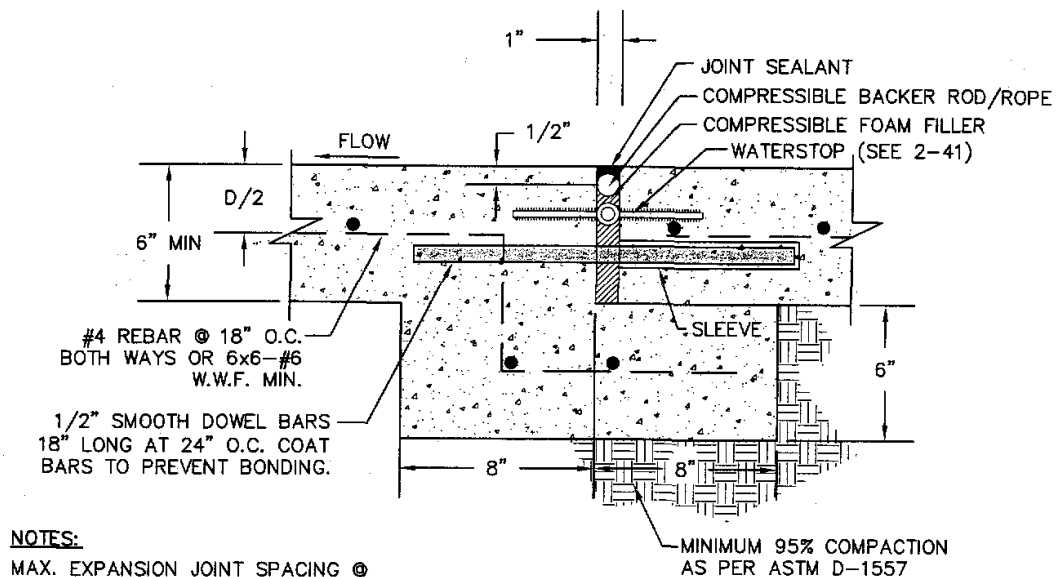
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Date JUNE 03, 2008

Checked By H. M. E.
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CONTRACTION JOINT AT 25' O.C.



EXPANSION JOINT



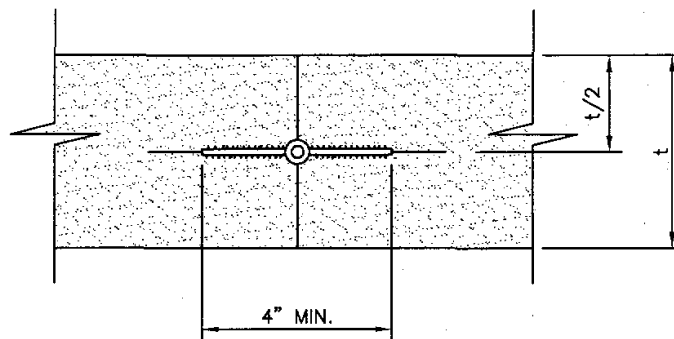
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE JOINTS

2-40

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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WATERSTOP DETAIL

NOTE:

WATERSTOP SHALL BE GREENSTREAK PVC MATERIAL, SPECIFICATIONS GRADE, 6" X 1/8" AND SERRATED WITH CENTERBULB OR APPROVED SUBSTITUTION BY CITY ENGINEER.



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FOR CONSTRUCTION

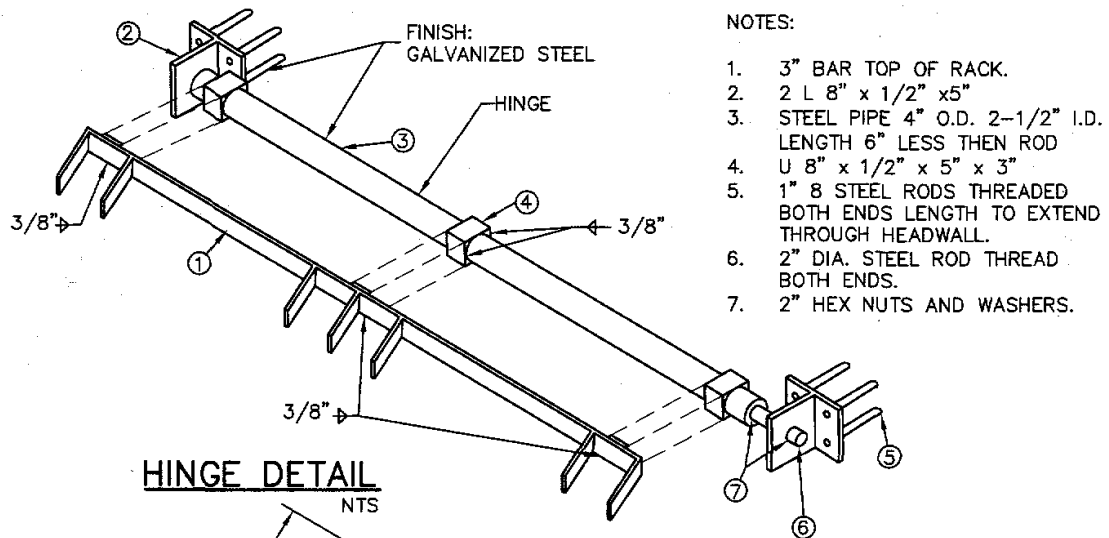
WATERSTOP DETAIL

2-41

Approved By R. A. SHUBERT
Date JUNE 03, 2008

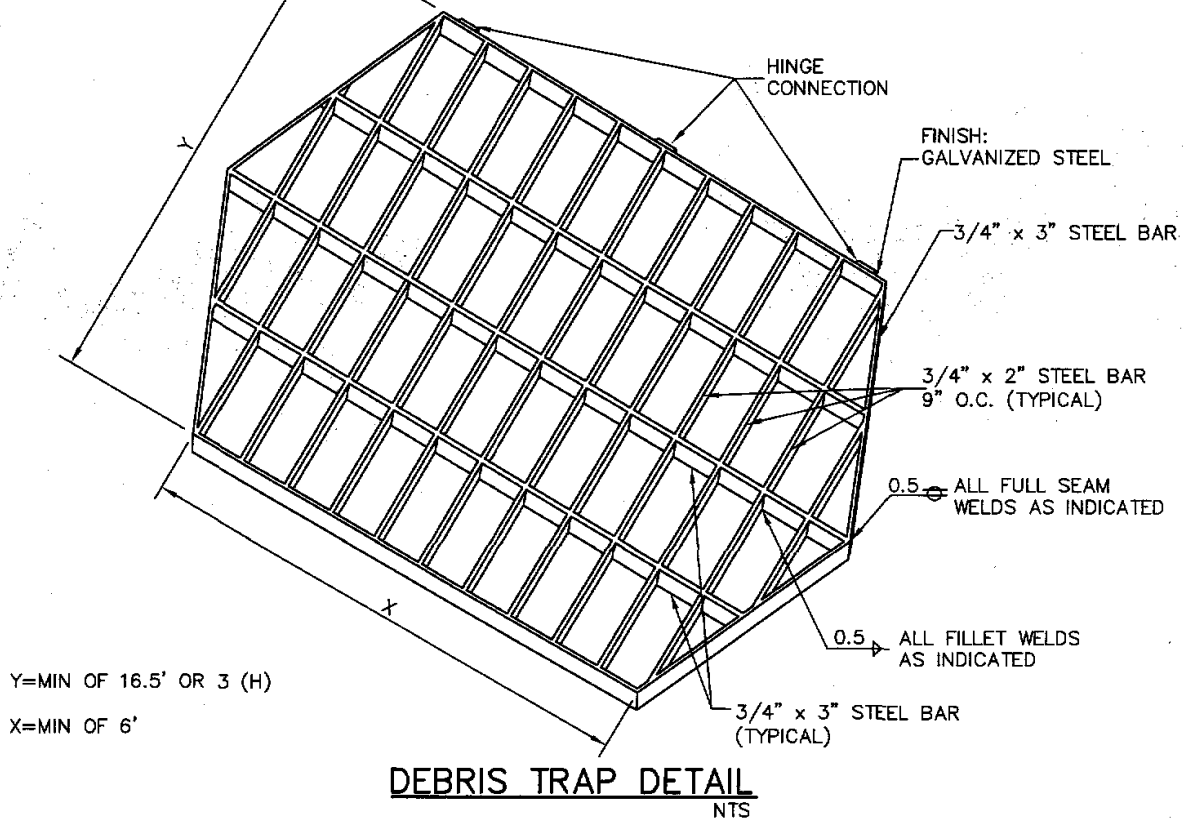
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NOTES:

1. 3" BAR TOP OF RACK.
2. 2 L 8" x 1/2" x 5"
3. STEEL PIPE 4" O.D. 2-1/2" I.D. LENGTH 6" LESS THEN ROD
4. U 8" x 1/2" x 5" x 3"
5. 1" 8 STEEL RODS THREADED BOTH ENDS LENGTH TO EXTEND THROUGH HEADWALL.
6. 2" DIA. STEEL ROD THREAD BOTH ENDS.
7. 2" HEX NUTS AND WASHERS.



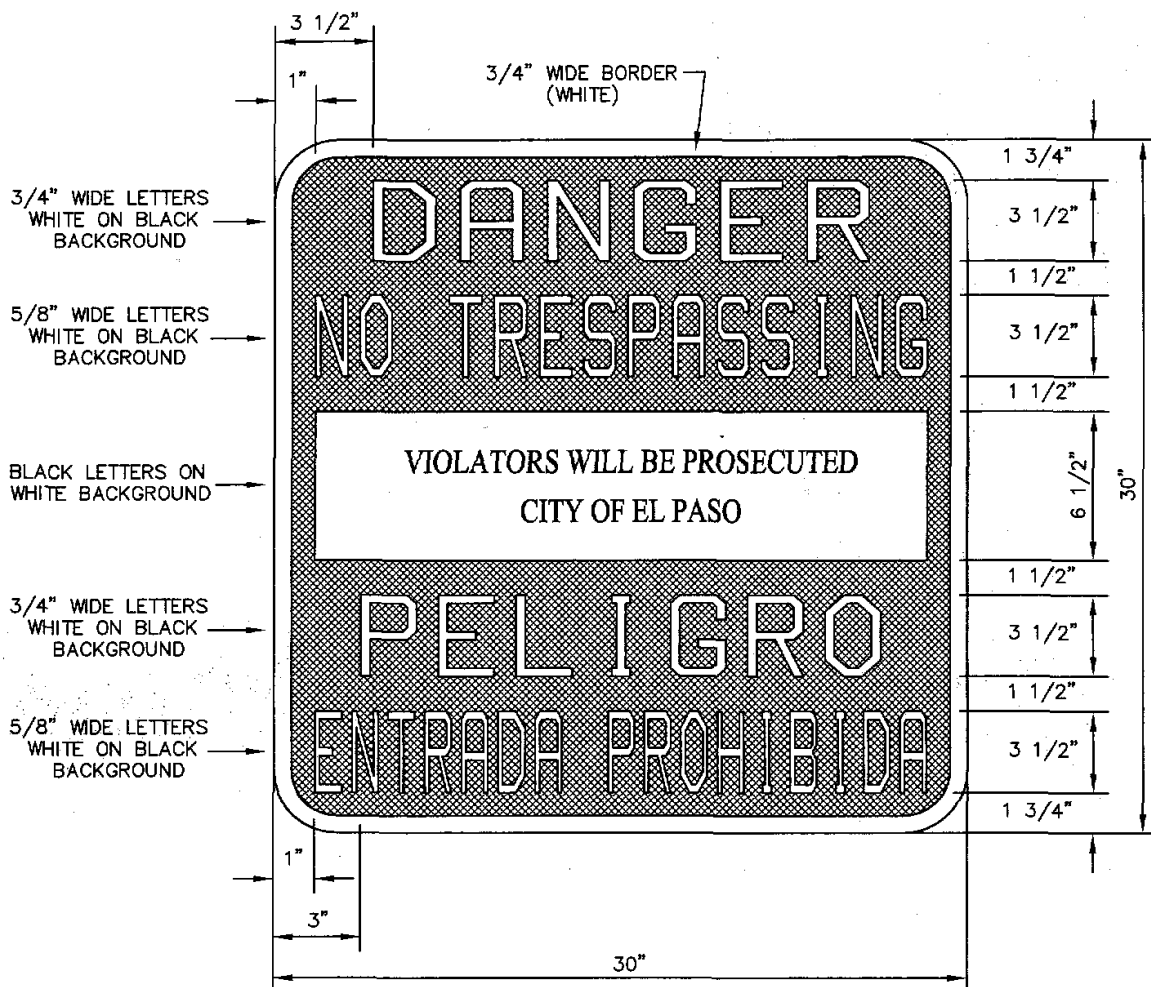
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DESIGN STANDARDS
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DEBRIS TRAP/SAFETY
GRATE
2-42

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NO TRESPASSING WARNING SIGN



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

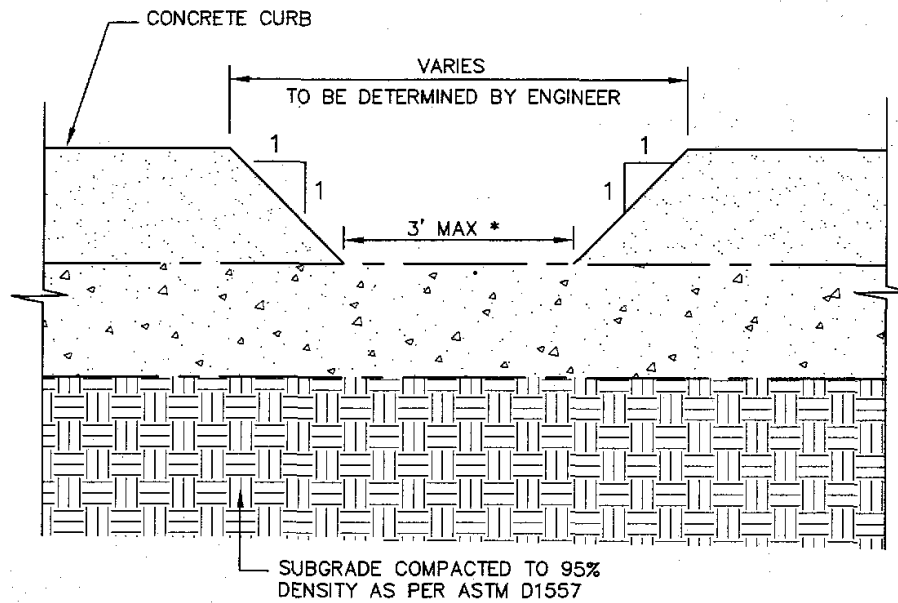
NO TRESPASSING
WARNING SIGN

2-43

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Date JUNE 03, 2008

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CURB OPENING FOR DRAINAGE

SCALE: N.T.S.

* NOTE: 3' MAX UNLESS APPROVAL IS GRANTED BY THE CITY ENGINEER FOR A LARGER OPENING. IF PERMISSION IS GRANTED FOR A WIDER OPENING PROTECTIVE MEASURES SUCH AS PIPE BOLLARDS OR GUARDRAIL SHALL BE USED.



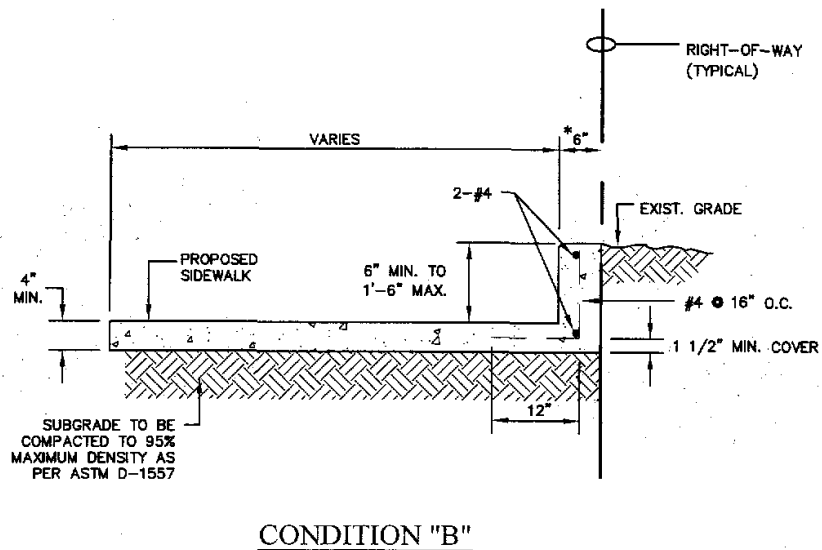
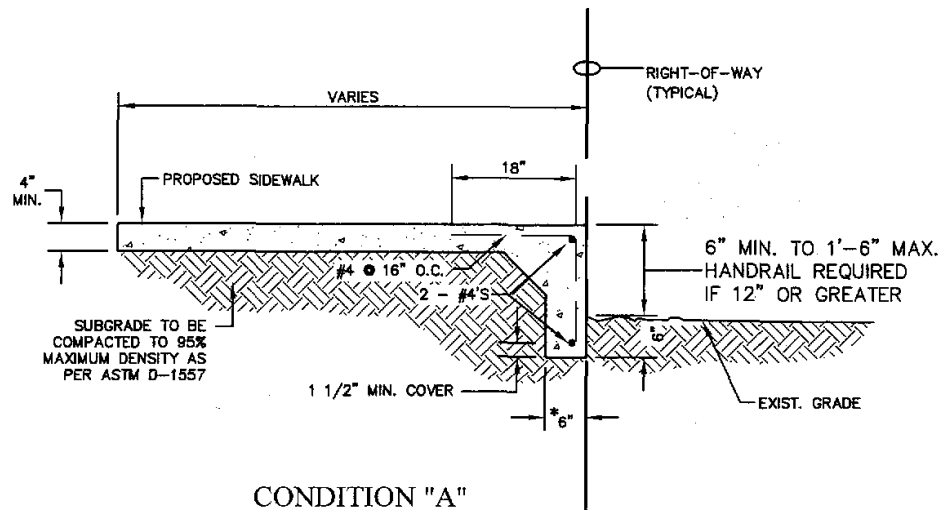
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DESIGN STANDARDS
FOR CONSTRUCTION

CURB OPENING
FOR DRAINAGE
2-44

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*NOTE: THICKNESS SHALL BE 8" FOR SECTIONS WITH HANDRAIL.



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DESIGN STANDARDS
FOR CONSTRUCTION

MODIFIED SIDEWALK
DETAILS "A" & "B"

2-45

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SECTION 3

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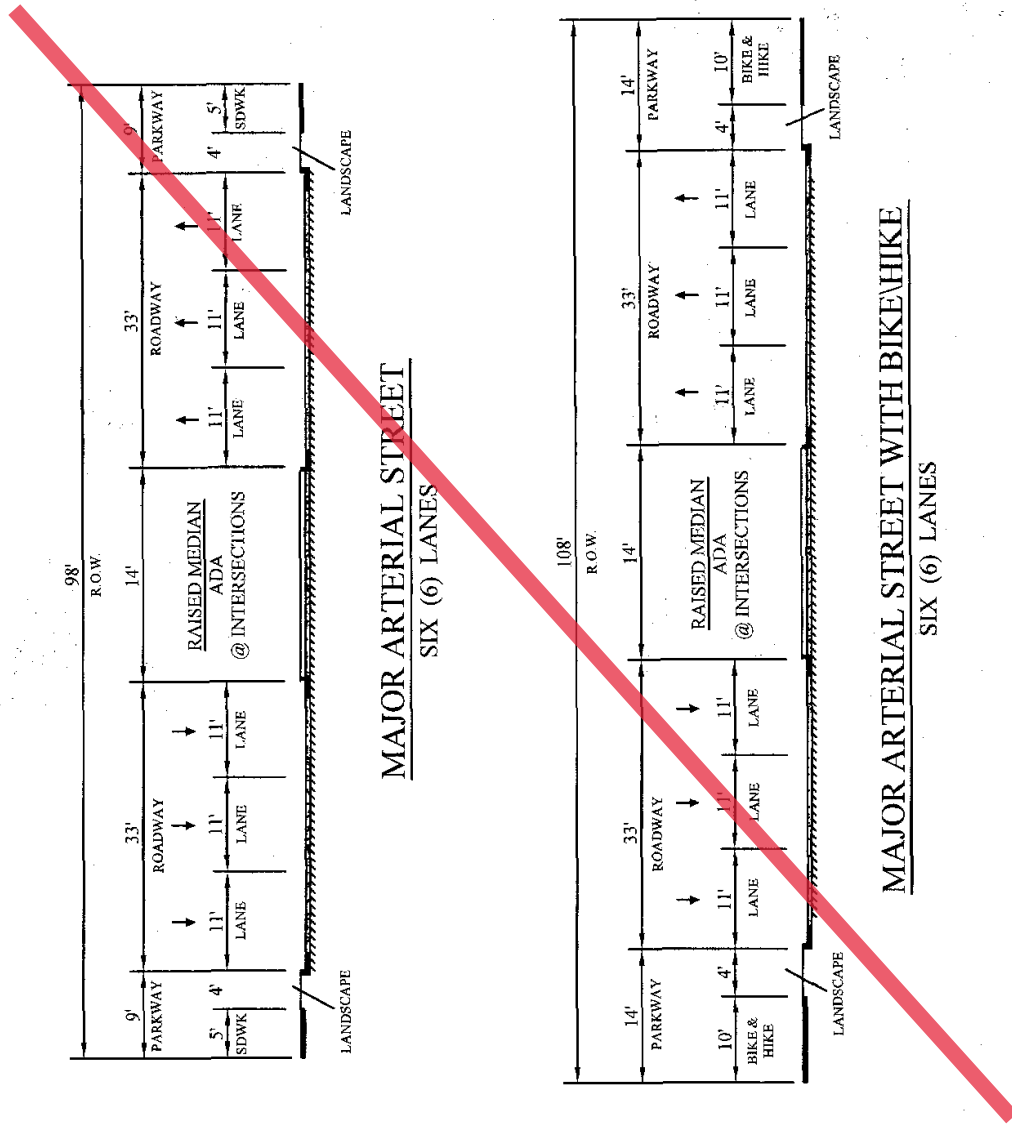


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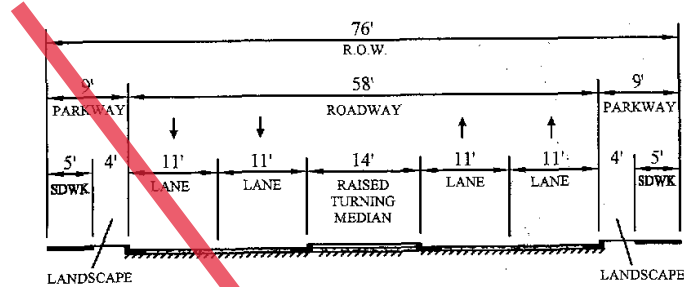
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STREET CROSS-SECTIONS

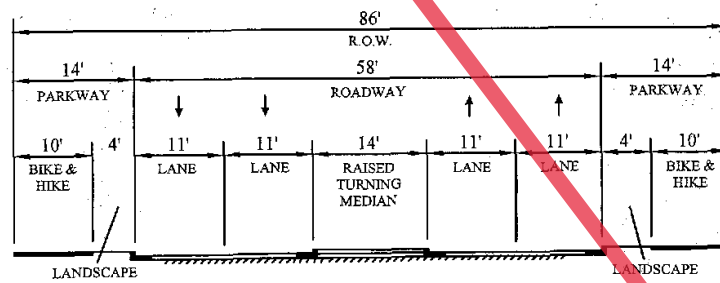
3-1

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MINOR ARTERIAL STREET
FOUR (4) LANES



MINOR ARTERIAL STREET WITH BIKE/HIKE
FOUR (4) LANES



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DESIGN STANDARDS
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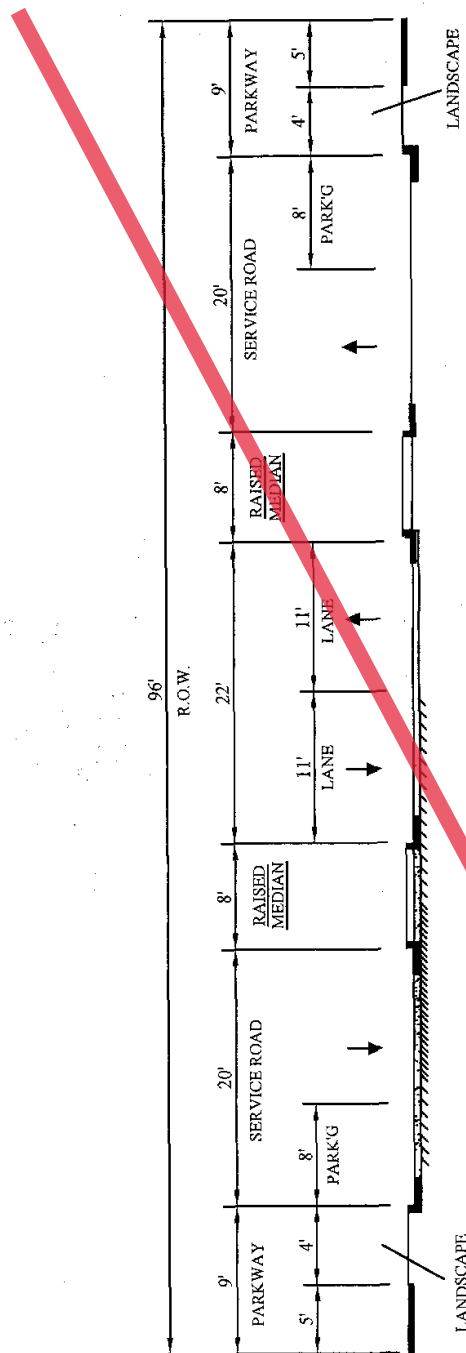
STREET CROSS-SECTIONS

3-2

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BOULEVARD

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



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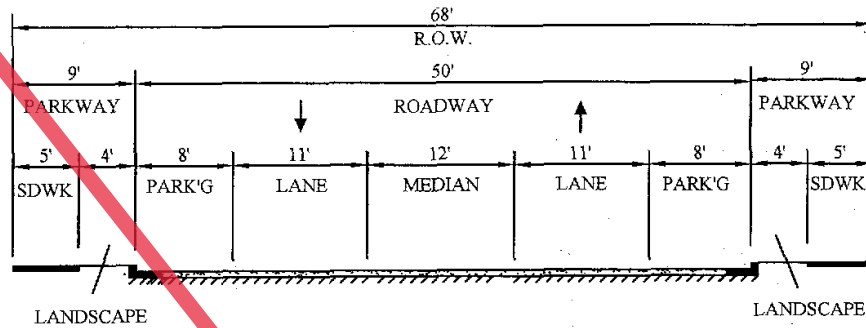
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3-3

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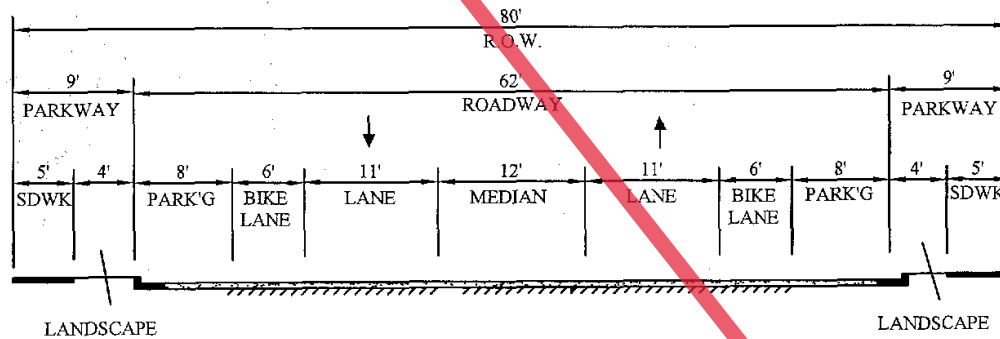
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NON-RESIDENTIAL COLLECTOR

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING
MEDIAN MAY BE RAISED



NON-RESIDENTIAL COLLECTOR WITH BIKE LANES

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING
MEDIAN MAY BE RAISED



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

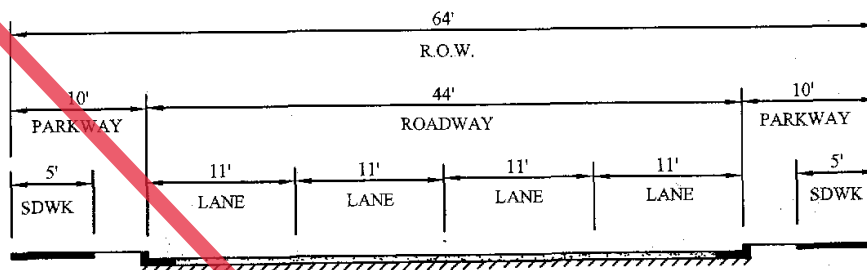
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3-4

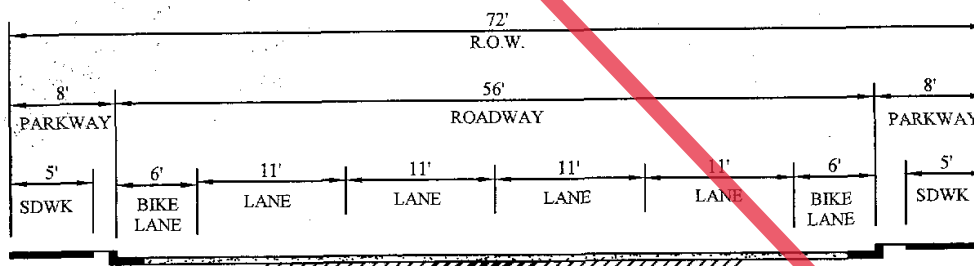
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NON-RESIDENTIAL 4 LANE COLLECTOR



NON-RESIDENTIAL 4 LANE COLLECTOR
WITH BIKE LANES



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DESIGN STANDARDS
FOR CONSTRUCTION

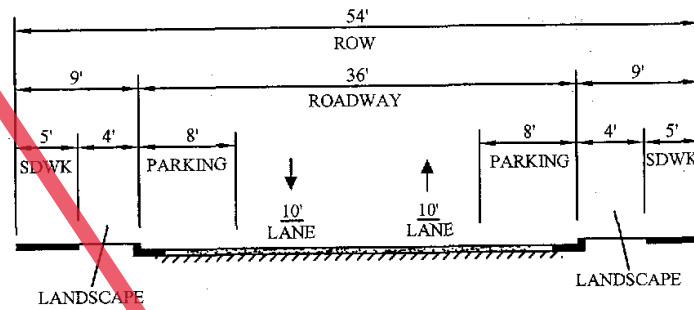
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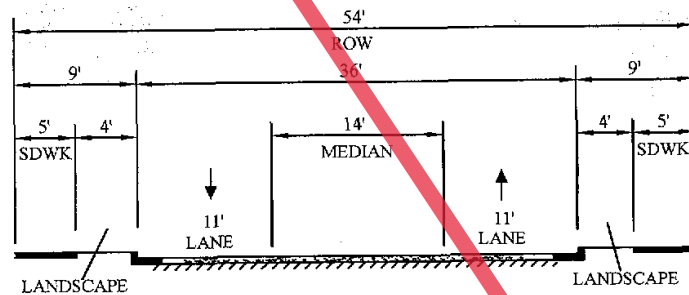
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RESIDENTIAL COLLECTOR

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



RESIDENTIAL COLLECTOR STREET SECTION

TWO (2) LANES

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

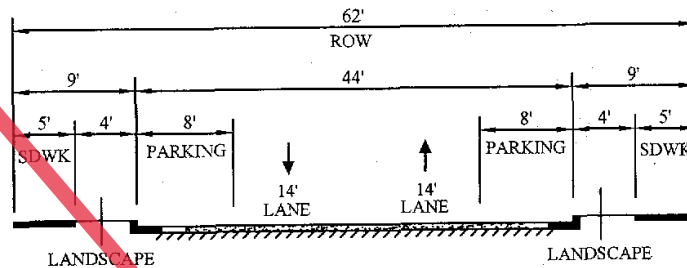
STREET CROSS-SECTIONS

3-6

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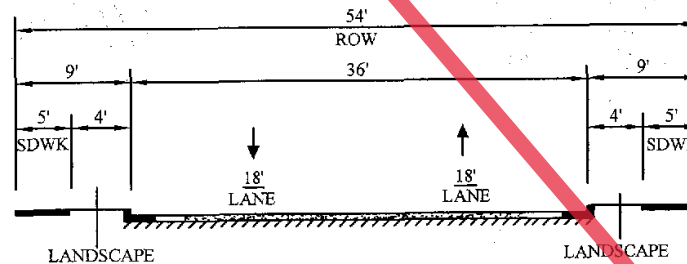
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MULTI-FAMILY & COMMERCIAL/INDUSTRIAL LOCAL STREET 1

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



MULTI-FAMILY & COMMERCIAL/INDUSTRIAL LOCAL STREET 2

CAN BE DESIGNED TO PROVIDE FOR ANGLE PARKING



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DESIGN STANDARDS
FOR CONSTRUCTION

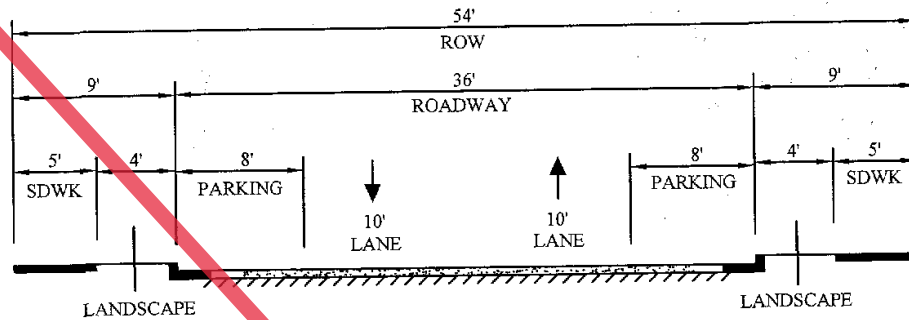
STREET CROSS-SECTIONS

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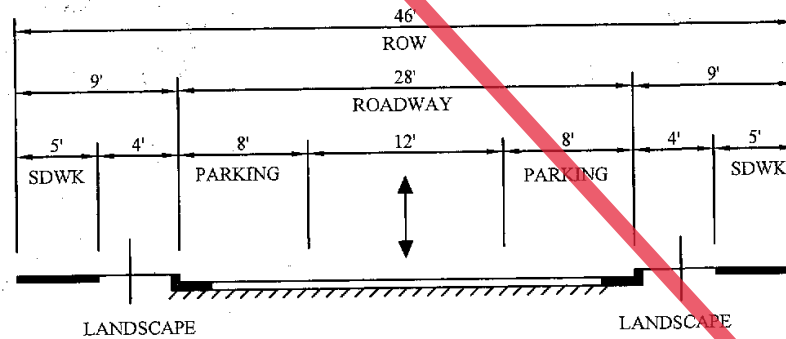
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36' LOCAL RESIDENTIAL 1

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



28' LOCAL RESIDENTIAL 2

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



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ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

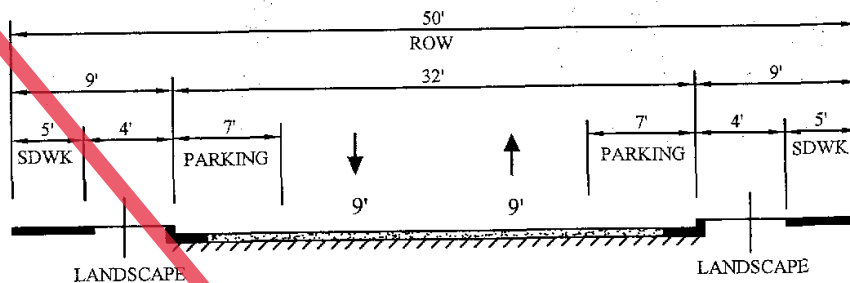
STREET CROSS -SECTIONS

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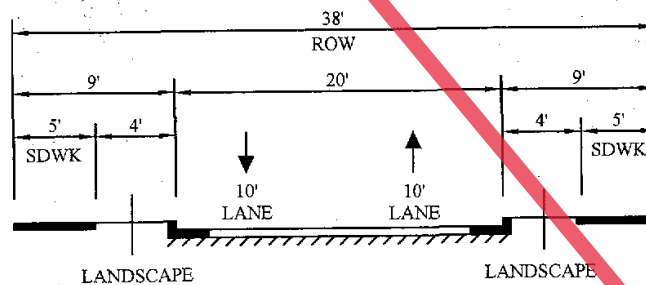
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32' LOCAL RESIDENTIAL 3

NOTE: CROSS SECTIONS ARE MINIMUM, STANDARD REQUIREMENTS



20' RESIDENTIAL LANE NO PARKING



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

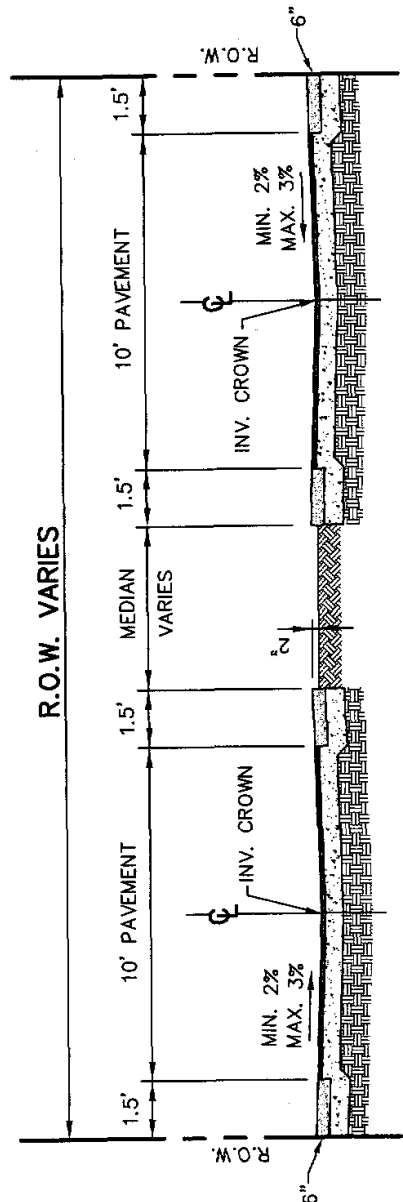
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3-9

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DIVIDED MOUNTAIN RESIDENTIAL STREET

NOTES:

1. WITHIN A DIVIDED RESIDENTIAL STREET, THE MEDIAN MAY BE DESIGNED TO PERMIT A SWALE FOR DRAINAGE PURPOSES.
2. HEADER CURBING AS A MINIMUM SHALL BE REQUIRED, HOWEVER, STANDARD CURBING SHALL BE ALLOWED.
3. STREET CROSS-SECTION TO BE INVERTED CROWN.
4. GRADES IN EXCESS OF 11% MUST BE APPROVED BY THE CITY ENGINEER AND FIRE DEPARTMENT, BUT IN NO CASE SHALL GRADES EXCEED 15%.
5. GRADES AT INTERSECTION IN EXCESS OF 3% SHALL HAVE THE APPROVAL OF THE CITY ENGINEER.
6. MINIMUM MEDIAN WIDTH - FOUR (4') FEET.



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FOR CONSTRUCTION

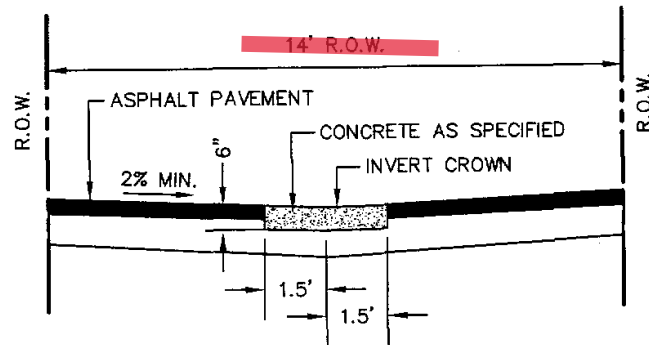
LOCAL STREETS

3-10

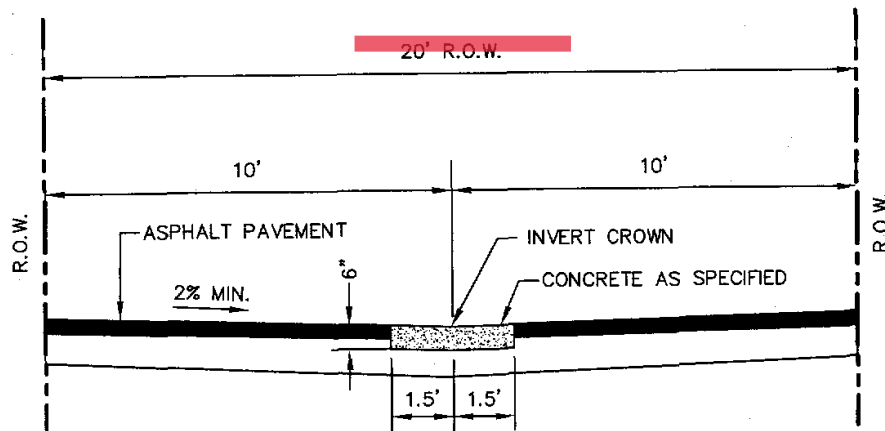
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ALLEY
ONE (1) WAY LANE



ALLEY
TWO (2) LANES

NOTES:

1. ONE (1)-THREE FOOT CONCRETE VALLEY GUTTER LOCATED AT THE CENTERLINE OF THE RIGHT-OF-WAY WHEN THE LONGITUDINAL SLOPE OF THE ALLEY IS LESS THAN ONE (1) PERCENT, AND DRAINAGE IS TO BE CARRIED WITHIN THE ALLEY.
2. NO CONCRETE VALLEY GUTTER REQUIRED WHEN LONGITUDINAL SLOPE OF THE ALLEY IS EQUAL OR GREATER THAN ONE (1) PERCENT.



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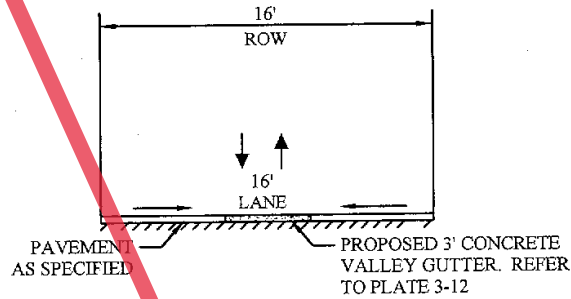
ALLEY CROSS-SECTIONS
AND DETAILS

3-11

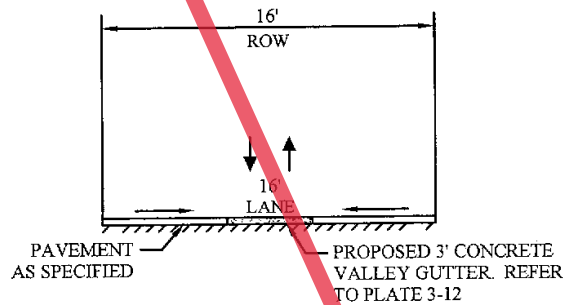
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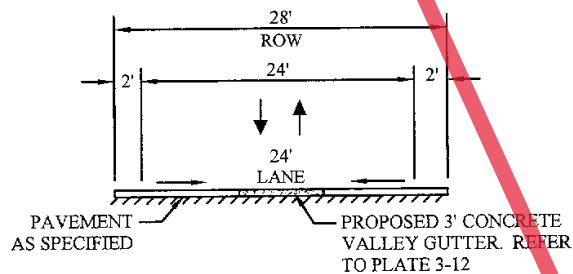
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16' ALLEY NO PARKING



16' ALLEY SINGLE FAMILY RESIDENTIAL



28' ALLEY COMMERCIAL/INDUSTRIAL/MULTI-FAMILY



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

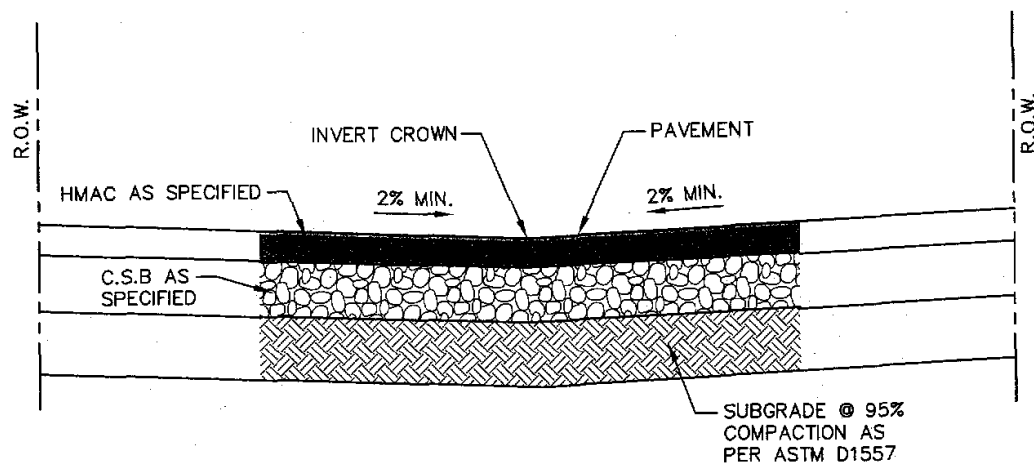
ALLEY CROSS-SECTIONS

3-11A

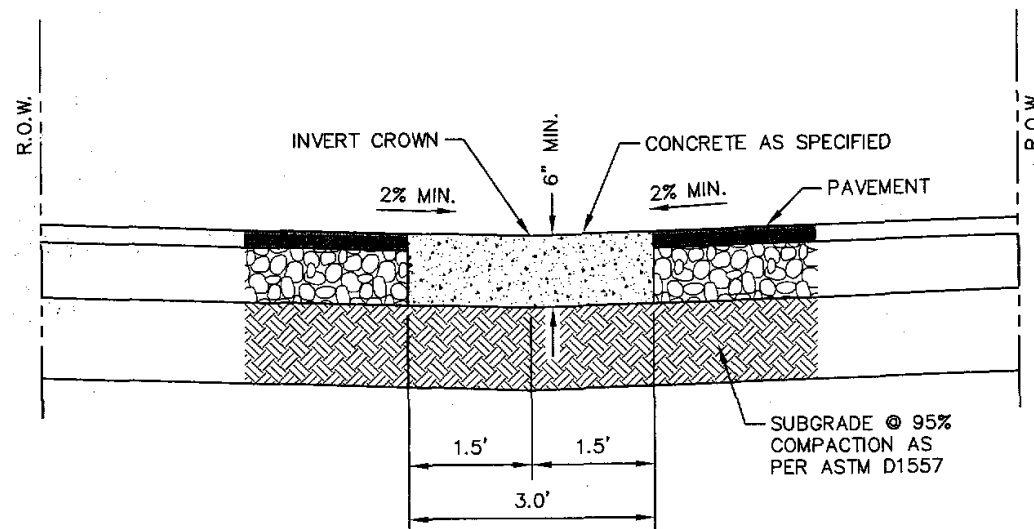
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ALLEY PAVEMENT



VALLEY GUTTER

NOTES:

COMPRESSIVE STRENGTH OF CONCRETE SHALL BE $F_c = 3000$ P.S.I. MINIMUM



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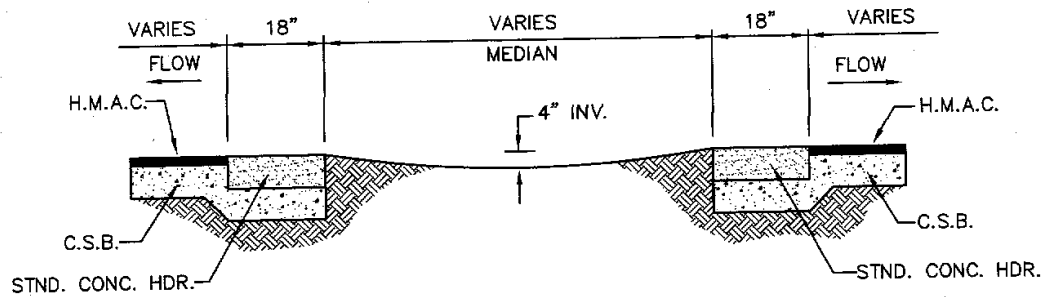
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3-12

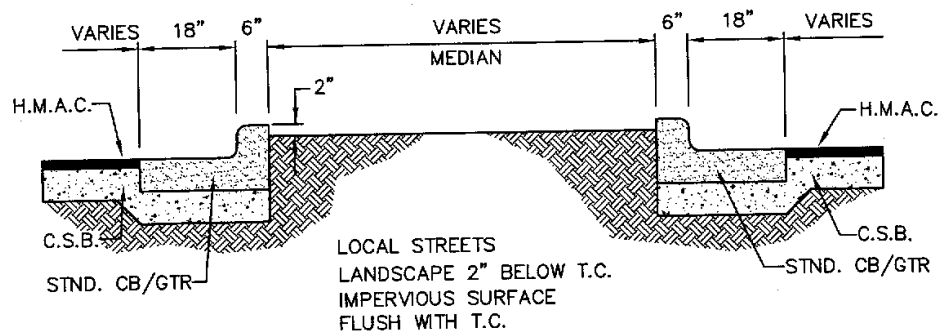
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FLUSH MEDIAN WITH HEADER DESIGN



RAISED MEDIAN DESIGN

NOTE:

THE MEDIAN MAY BE DESIGNED TO PERMIT A SWALE FOR DRAINAGE PURPOSES.



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ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

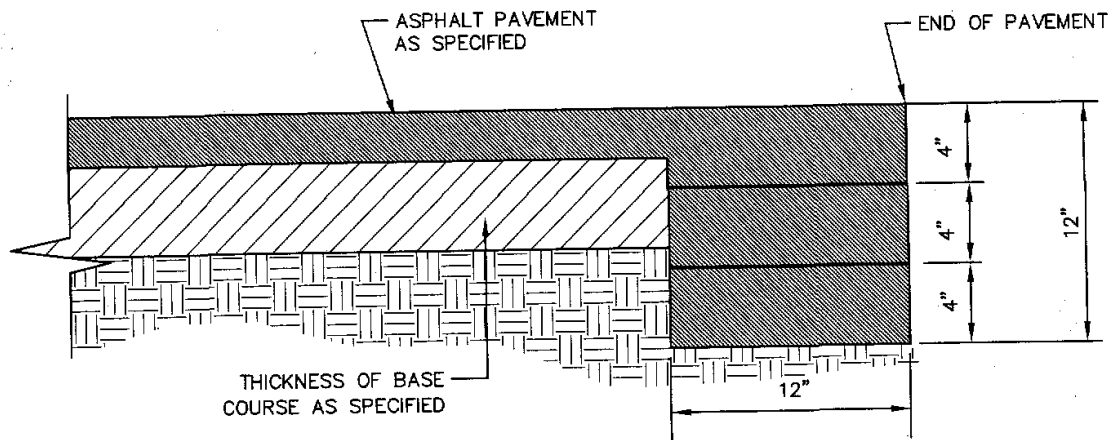
FLUSH MEDIAN W/HEADER
& RAISED MEDIAN DESIGN

3-13

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TERMINUS OF STREET

NOTE:

TERMINUS MUST BE CONSTRUCTED IN 4" LIFTS. FINAL LIFT MUST BE PLACED WITH FINAL PAVEMENT COURSE. COMPACTION REQUIREMENTS SHALL BE 98% MINIMUM AS PER ASTM D1557 OR AS RECOMMENDED BY THE PROJECT GEOTECHNICAL ENGINEER.



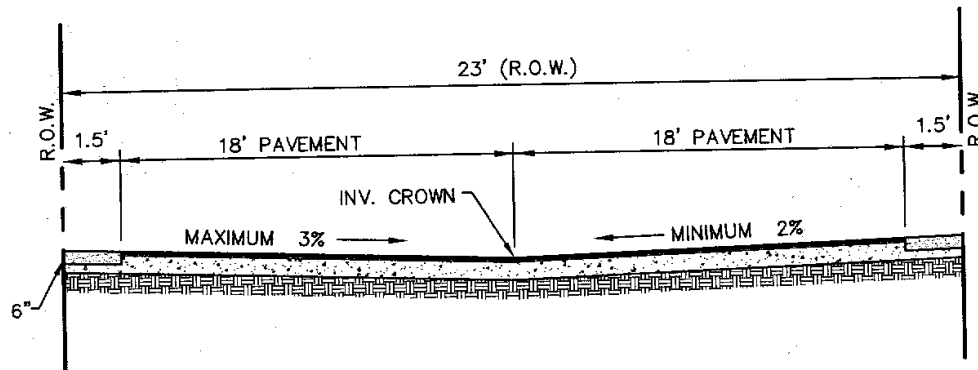
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TERMINUS OF STREET

3-14

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MOUNTAIN RESIDENTIAL STREET
TWO (2) LANES ONLY ON (M.D.A.)

1. 18" x 6" HEADER CURB.
2. MINIMUM 23 FOOT RIGHT-OF-WAY.
3. STREET CROSS-SECTION TO BE INVERTED CROWN. (REFER TO NOTE No. 7).
4. GRADES IN EXCESS OF 11% MUST BE APPROVED BY THE CITY ENGINEER AND FIRE DEPARTMENT, BUT IN NO CASE SHALL GRADES EXCEED 18%.
5. GRADES AT INTERSECTIONS IN EXCESS OF 3% SHALL HAVE THE APPROVAL OF THE CITY ENGINEER.
6. HEADER CURBING AS A MINIMUM SHALL BE REQUIRED, HOWEVER, STANDARD CURBING SHALL BE PERMITTED.
7. A CROWNED SECTION CAN BE USED IN LIEU OF AN INVERTED CROWN WITH THE APPROVAL OF THE CITY ENGINEER.

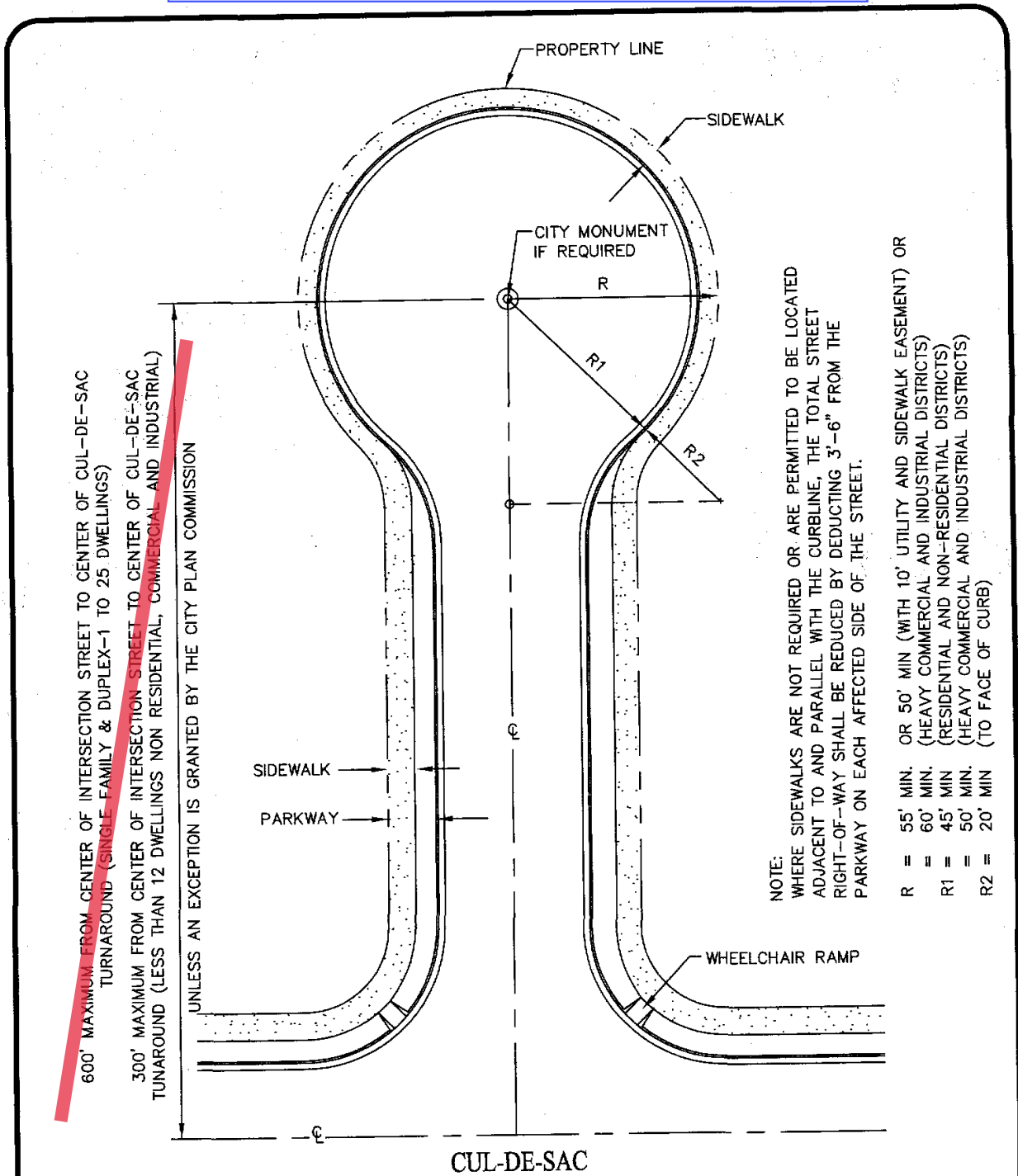


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MOUNTAIN
RESIDENTIAL STREET
3-15

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ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

CUL-DE-SAC

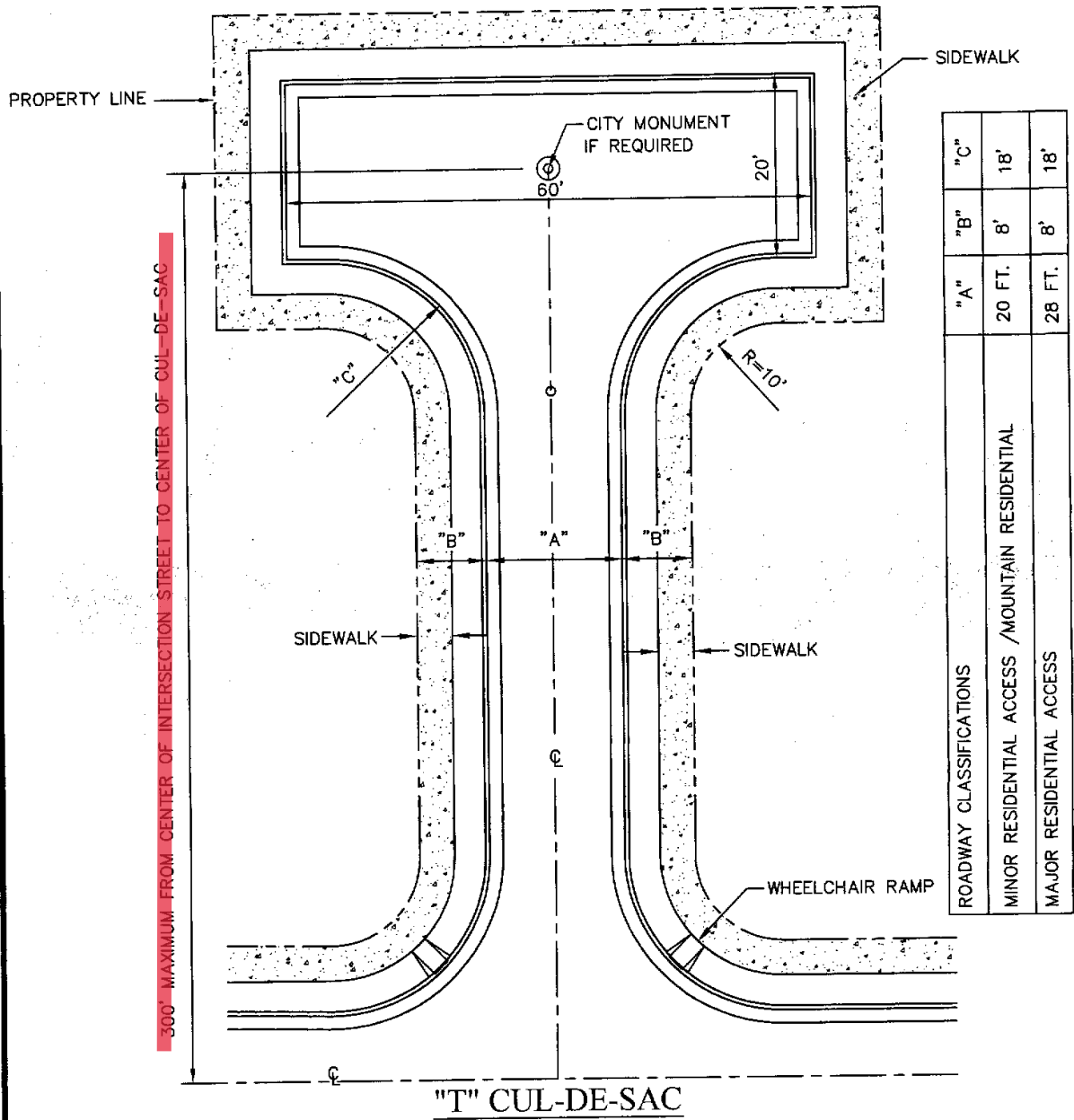
3-16

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

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NOTE:
WHERE SIDEWALKS ARE NOT REQUIRED OR ARE PERMITTED TO BE LOCATED ADJACENT TO AND PARALLEL WITH THE CURBLINE, THE TOTAL STREET RIGHT-OF-WAY SHALL BE REDUCED BY DEDUCTING 3'-6" FROM THE PARKWAY ON EACH AFFECTED SIDE OF THE STREET.

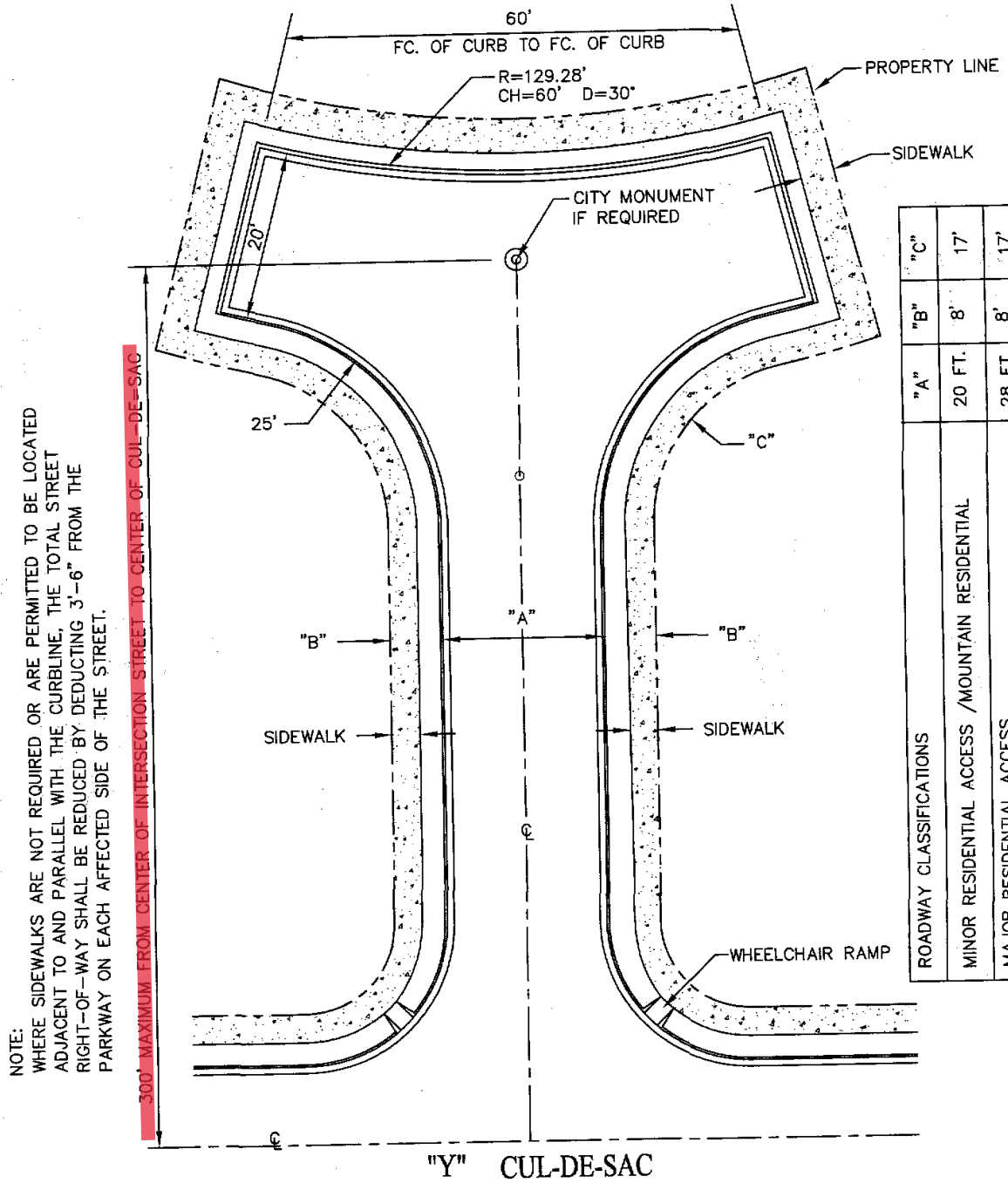


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

"T" CUL-DE-SAC
3-17

Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QEC / J. R.

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NOTE: WHERE SIDEWALKS ARE NOT REQUIRED OR ARE PERMITTED TO BE LOCATED ADJACENT TO AND PARALLEL WITH THE CURBLINE, THE TOTAL STREET RIGHT-OF-WAY SHALL BE REDUCED BY DEDUCTING 3'-6" FROM THE PARKWAY ON EACH AFFECTED SIDE OF THE STREET.

ROADWAY CLASSIFICATIONS	"A"	"B"	"C"
MINOR RESIDENTIAL ACCESS / MOUNTAIN RESIDENTIAL	20 FT.	8'	17'
MAJOR RESIDENTIAL ACCESS	28 FT.	8'	17'



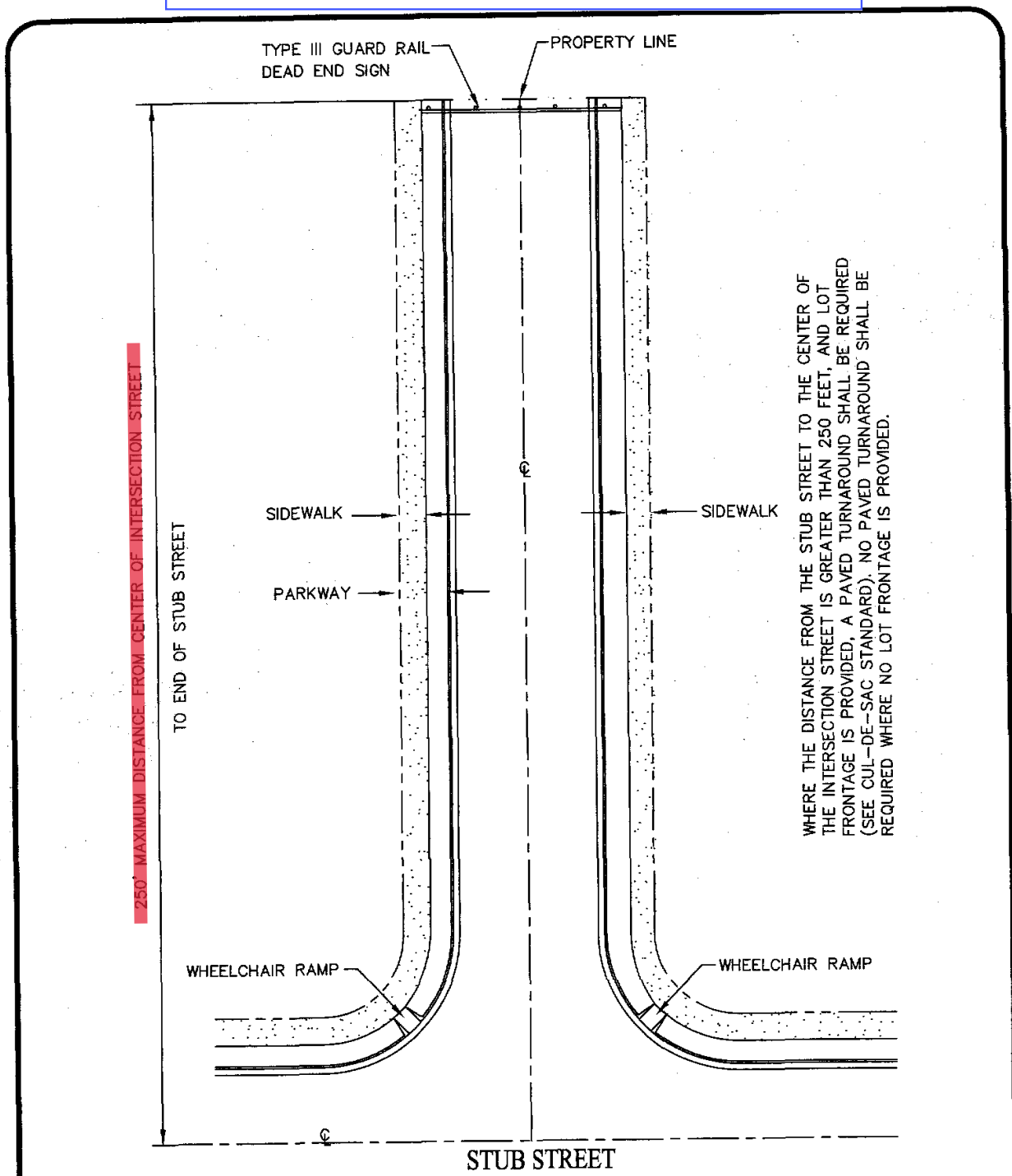
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

"Y" CUL-DE-SAC

3-18

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ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

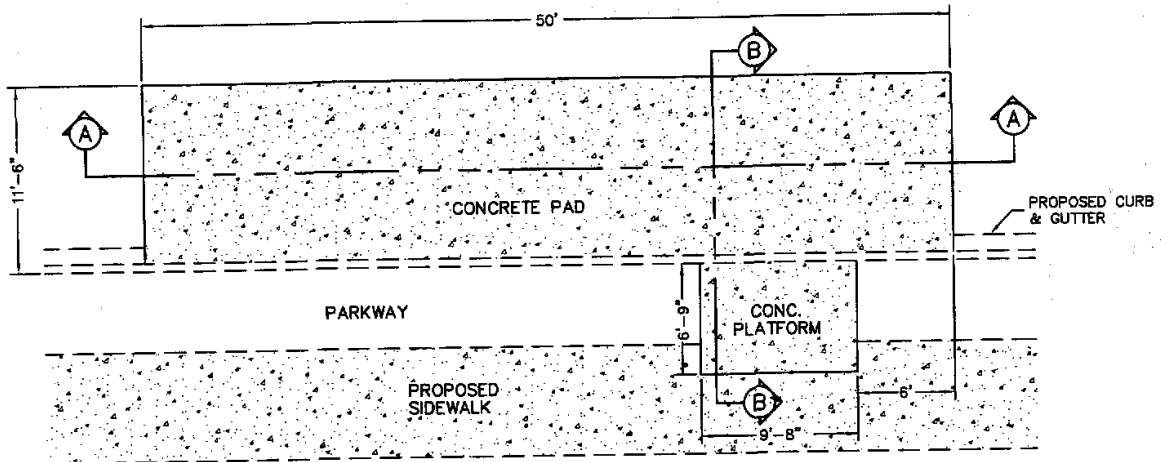
STUB STREET

3-19

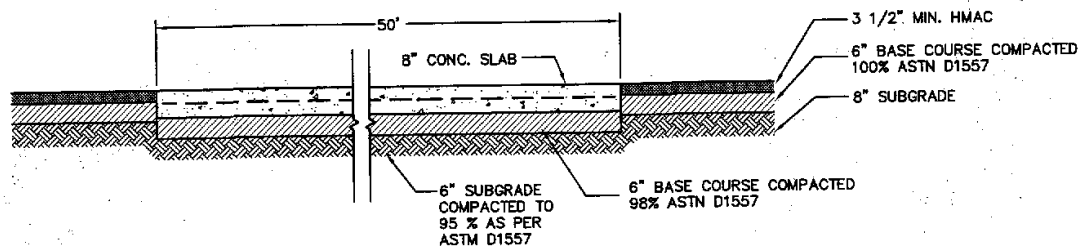
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Drawn By QEC/J.R.

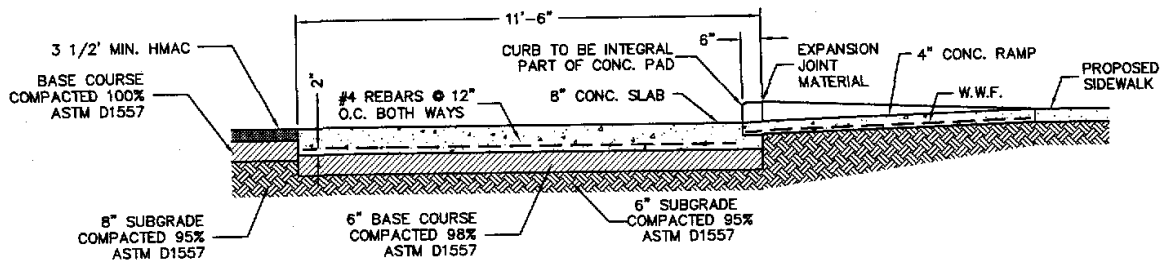
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PLAN : CONC. BUS PAD



SECTION A-A



SECTION B-B

NOTE

WHERE NEW BUS STOP PADS ARE CONSTRUCTED AT BUS STOPS, BAY OR OTHER AREAS WHERE A LIFT OR RAMP IS TO BE DEPLOYED, THEY SHALL HAVE A FIRM, STABLE SURFACE; A MIN. CLEAR LENGTH OF 96 INCHES (MEASURED FROM THE CURB OR VEHICLE ROADWAY EDGE) AND A MIN. CLEAR WIDTH OF 60 INCHES (MEASURED PARALLEL TO THE VEHICLE ROADWAY) TO THE MAXIMUM EXTENT ALLOWED BY LEGAL OR SITE CONSTRAINTS; AND SHALL BE CONNECTED TO STREETS, SIDEWALK OR PEDESTRIAN PATHS BY AN ACCESSIBLE ROUTE COMPLYING WITH T.A.S. THE SLOPE OF THE PAD PARALLEL TO THE ROADWAY SHALL, TO THE EXTENT PRACTICABLE, BE THE SAME AS THE ROADWAY. FOR WATER DRAINAGE A MAXIMUM SLOPE OF 1:50 (2%) PERPENDICULAR TO THE ROADWAY IS ALLOWED.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

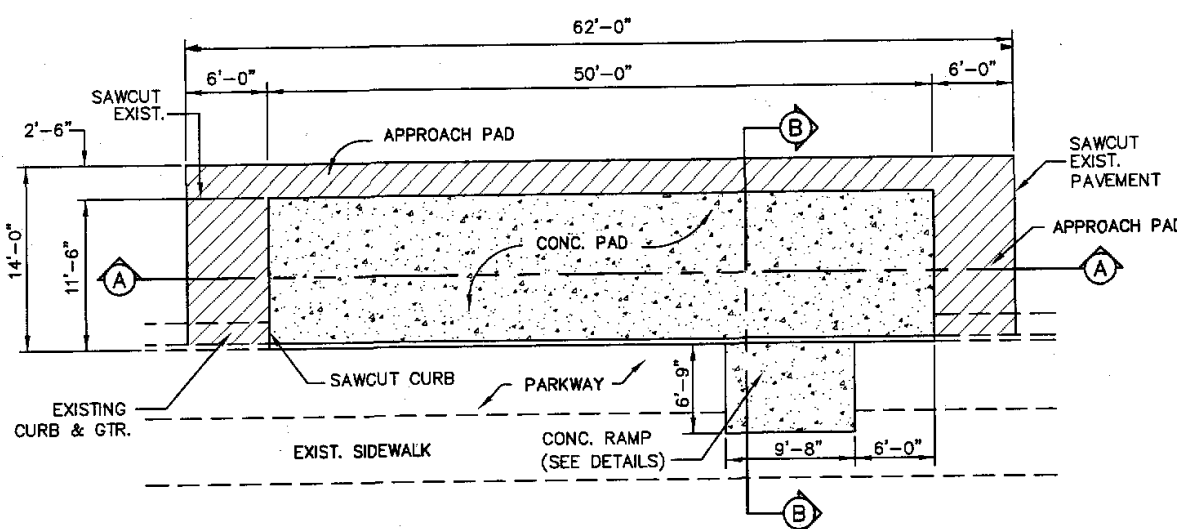
CONCRETE BUS PAD
(PROPOSED PAVEMENT)

3-20

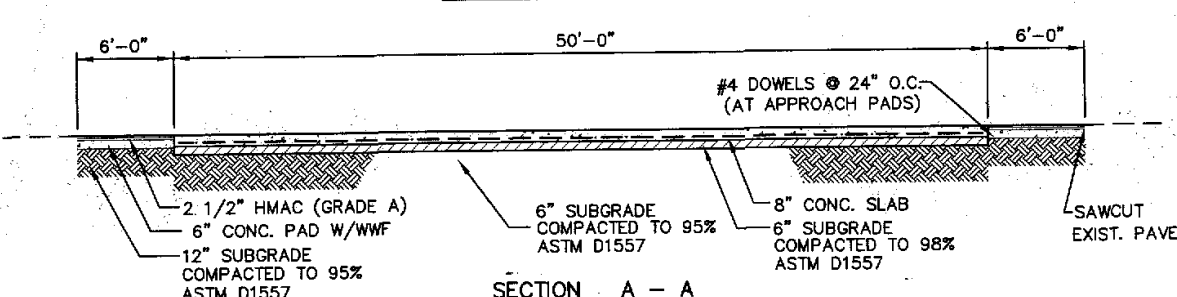
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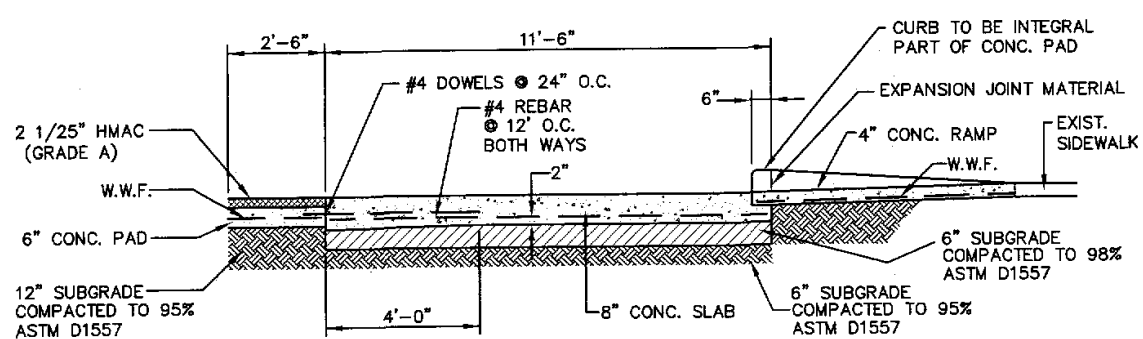
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PLAN : CONC. BUS PAD



SECTION A - A



SECTION B - B



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE BUS PAD
(EXISTING PAVEMENT)

3-21

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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PAVEMENT THICKNESS DESIGN PROCEDURE

THE FOLLOWING PROCEDURES WILL BE USED FOR ALL CITY OF EL PASO STREET PAVING PROJECTS, INCLUDING THOSE CONTRACTED BY THE CITY AND THOSE CONTRACTED BY THE DEVELOPER WITHIN A DISTANCE OF 5 MILES OUTSIDE THE CITY LIMITS. THE SOIL STUDY ANALYSIS REPORT FOR ALL PROJECTS SHALL INCLUDE THE FOLLOWING:

1. ESTABLISH CLASSIFICATION OF SUBGRADE SOILS.
 - A. DRILL SOIL BORINGS WITH STANDARD PENETRATION TESTS (SURFACE AND 2-1/2 FOOT INTERVALS) TO 6.5 FT BELOW PAVING SUBGRADE AT LOCATIONS DETERMINED BY THE CITY ENGINEER OR AT INTERVALS NOT TO EXCEED 800 FT. WITH A MINIMUM OF 2 SOIL BORINGS PER PROJECT.
 - B. OBSERVE AND LOG SAMPLES TO IDENTIFY SOILS IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM.
 - C. OBSERVE AND REPORT FREE GROUNDWATER CONDITIONS.
2. ESTABLISH INDEX PROPERTIES OF SUBGRADE.
 - A. MAKE TESTS TO DETERMINE ATTERBERG LIMITS AND PERCENT OF SOIL PASSING 200-MESH SIEVE FOR EACH MAJOR SOIL TYPE.
 - B. DETERMINE GRAIN SIZE CURVES FOR COARSE GRAINED SOILS BY SIEVE ANALYSIS.



TITLE 19 - SUBDIVISION ORDINANCE
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DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-22A

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PAVEMENT THICKNESS DESIGN PROCEDURE
(continued)

3. ESTABLISH IN-PLACE CONDITIONS AND STRENGTH OF SUBGRADE.
 - A. DETERMINE MOISTURE CONTENTS AND UNIT DRY WEIGHTS OF UNDISTURBED AND/OR RELATIVELY UNDISTURBED SAMPLES OF SOILS.
 - B. DETERMINE STRENGTH OF COHESIVE SOILS BY UNCONFINED COMPRESSION TESTS ON SELECTED UNDISTURBED SHELBY TUBE SAMPLES.
4. OBTAIN STRENGTH OF SUBGRADE SOILS.
 - A. USE THE CALIFORNIA BEARING RATION (CBR). CBR VALUES SHALL BE OBTAINED BY TEST METHODS OUTLINED IN EITHER ASHTO T193 OR ASTM D1883.
5. DETERMINE THICKNESS OF BASE MATERIALS AND PAVEMENT IN ACCORDANCE WITH AASHTO INTERIM GUIDE FOR DESIGN OF PAVEMENT STRUCTURES 1972, CHAPTER III, REVISED 1981; PUBLISHED BY: AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS, 444 N. CAPITAL STREET, N.W. SUITE 225, WASHINGTON, D.C. 20001.
 - A. THE NECESSARY DESIGN DATA FOR HOT MIXED ASPHALTIC CONCRETE PAVEMENTS MUST BE OBTAINED AND USED AS FOLLOWS:
 1. TERMINAL SERVICEABILITY INDEX (PT) MUST BE 2.0.
 2. EQUIVALENT 18-KIP SINGLE-AXLE LOADS (EAL) MUST BE OBTAINED FROM TABLE 1, STREET DESIGN CRITERIA, DESIGN STANDARD SHEET NO. 3-25. THE DEPARTMENT OF ENGINEERING SHALL DETERMINE APPLICABLE STREET CLASSIFICATION.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-22B

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Checked By H. M. E.
Drawn By QEC / J. R.

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PAVEMENT THICKNESS DESIGN PROCEDURE (continued)

3. SOIL SUPPORT VALUE (S) MUST BE DETERMINED FROM FIGURE 1 ATTACHED. SOIL STRENGTH VALUES MUST BE AS OBTAINED FROM CBR TESTS.
4. REGIONAL FACTOR (R) MUST BE 0.5.
5. STRUCTURAL NUMBER (SN) MUST BE DETERMINED FROM THE NOMOGRAPH, FIGURE 2. ATTACHED.
6. LAYER COEFFICIENT (A_1 , A_2 , A_3) MUST BE ESTABLISHED FROM TABLE 2. (ATTACHED).
7. USE THE FOLLOWING EQUATION TO DETERMINE THE MOST EFFICIENT PAVEMENT STRUCTURE.

$$SN = A_1 D_1 + A_2 D_2 + A_3 D_3$$

WHERE D_1 = THICKNESS OF SURFACE COURSE
 D_2 = THICKNESS OF BASE COURSE
 D_3 = THICKNESS OF SUBBASE COURSE



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
 DESIGN PROCEDURE
 3-22C

Approved By R. A. SHUBERT
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PAVEMENT THICKNESS DESIGN PROCEDURE
(continued)

DEFINITIONS:

CALIFORNIA BEARING RATION (CBR) - THIS IS A MEASURE OF THE STRENGTH OF A SOIL AS DETERMINED BY FORCING A 3 SQUARE INCH PLUNGER INTO A CYLINDER OF THE SOIL. CBR VALUES MAY RANGE FROM 1-100.

TERMINAL SERVICEABILITY INDEX (PT) - THE SERVICEABILITY OF A PAVEMENT IS DEFINED AS THE ABILITY TO SERVE HIGH-SPEED, HIGH VOLUME AUTOMOBILE AND TRUCK TRAFFIC AND IS MEASURED BY USE OF AN INDEX. THE PT IS THE LOWEST INDEX THAT WILL BE TOLERATED BEFORE RESURFACING OR RECONSTRUCTION BECOMES NECESSARY. FOR EL PASO, THE PT MUST BE 2.0.

EQUIVALENT 18-KIP SINGLE AXLE LOADS (EAL) - TO ASSESS TRAFFIC LOADS, THE VARYING AXLE LOADS OF DIFFERENT VEHICLES ARE CONVERTED TO A COMMON UNIT. IN THIS PROCEDURE THE 18 KIP SINGLE AXLE LOAD IS USED.

SOIL SUPPORT VALUE (S) - AN INDEX NUMBER WHICH EXPRESSES THE ABILITY OF A SOIL OR AGGREGATE MIXTURE TO SUPPORT TRAFFIC LOADS THROUGH A FLEXIBLE PAVEMENT STRUCTURE.

REGIONAL FACTOR (R) - A NUMERICAL FACTOR THAT IS USED TO ADJUST THE STRUCTURAL NUMBER FOR CLIMATIC AND ENVIRONMENTAL CONDITIONS. FOR EL PASO, THE (R) MUST BE 0.5.

STRUCTURAL NUMBER (SN) - AN INDEX NUMBER DERIVED FROM AN ANALYSIS OF TRAFFIC, SUBGRADE SOIL CONDITIONS, AND REGIONAL FACTOR WHICH MAY BE CONVERTED TO THICKNESS OF FLEXIBLE PAVEMENT LAYERS THROUGH THE USE OF SUITABLE LAYER COEFFICIENTS RELATED TO THE TYPE OF MATERIAL BEING USED IN EACH LAYER OF THE PAVEMENT STRUCTURE.

LAYER COEFFICIENTS - A NUMBER WHICH RELATES SN AND THICKNESS.

A₁ REPRESENTS THE SURFACE COURSE.
A₂ REPRESENTS THE BASE COURSE.
A₃ REPRESENTS THE SUBBASE COURSE.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-23

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PAVEMENT THICKNESS DESIGN PROCEDURE (continued)

EXAMPLE:

DESIGN A PAVEMENT STRUCTURE FOR A 36' ROADWAY WITH CBR = 12,
85% COMPACTED SUBGRADE, ASTM D1557.

A. $P_i = 2.0$

B. CITY ENGINEER DETERMINES THIS STREET IS A RESIDENTIAL
COLLECTOR ACCORDING TO TABLE 1. THEREFORE, $EAL=269,000$

C. FROM FIGURE 1, WITH CBR = 12, $S = 6.35$

D. $R = 0.5$

E. FROM FIGURE 2, $SN = 1.70$

F. FROM TABLE 2, $a_1 = 0.44$, $a_2 = 0.14$, $a_3 = 0.11$

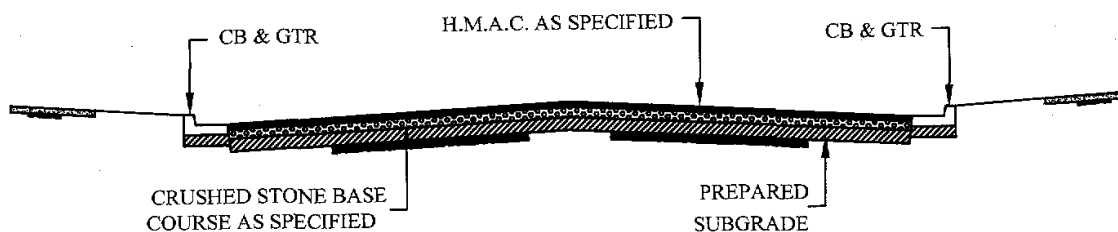
G. USE $D_1 = 2"$, $D_3 = 6$ IN EQU -1 AND SOLVE FOR D_2

$$1.70 = (0.44)(2) + (0.14)D_2 + (0.11)(6)$$

$$D_2 = 1.14"$$

EXAMPLE:

MINIMUM "D" FOR RESIDENTIAL SUBCOLLECTOR ACCESS STREET IS 4 1/2".
THIS PAVEMENT STRUCTURE WOULD CONSIST OF 2" H.M.A.C., 4 1/2" C.S.B.
AND 6" COMPACTED SUB-BASE



TYPICAL ROAD SECTION



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
PROCEDURE
3-24

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Date JUNE 03, 2008

Checked By H. M. E.
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PAVEMENT THICKNESS DESIGN CHART

STREET CLASSIFICATION	AVERAGE DAILY TRAFFIC	ROADWAY WIDTH (FT.)	ROW WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u>
E.A.L.	CSB			SUBGRADE
	(20 YRS)			
ALLEY	200	14 OR 20	14 OR 20	1-1/2
	45,000			4-1/2
				6
TWENTY FOOT (20') RESIDENTIAL LANE	200	20	40	1-1/2
- NO PARKING	45,000			6
				8
THIRTY-TWO FOOT (32') RESIDENTIAL LANE	500	32	50	1-1/2
- NO PARKING	45,000			6
				8
THIRTY-SIX FOOT (36') RESIDENTIAL 1 LANE	3,000	36	56	1-1/2
	269,000			6
				8
TWENTY-EIGHT FOOT (28') RESIDENTIAL 2 LANE	3,000	28	46	1-1/2
	269,000			6
				8
RESIDENTIAL COLLECTOR - WITH PARKING	3,000	36	54	1-1/2
	269,000			6
				8
RESIDENTIAL COLLECTOR WITH MEDIAN	3,000	36	54	1-1/2
	269,000			6
				8
MOUNTAIN RESIDENTIAL	500 *	20	23	1-1/2
	45,000			4-1/2
				6
DIVIDED MOUNTAIN RESIDENTIAL	500 *	20	VARIES	1-1/2
	45,000			4-1/2
				6
MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL LOCAL STREET 1	6,000 *	44	64	2
	630,000			8
				10



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART
3-25

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PAVEMENT THICKNESS DESIGN CHART

(continued)

STREET CLASSIFICATION	AVERAGE DAILY TRAFFIC	ROADWAY WIDTH (FT.)	ROW WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u> <u>CSB</u> <u>SUBGRADE</u>
	E.A.L. (20 YRS)			
MULTI-FAMILY/ COMMERCIAL/ INDUSTRIAL LOCAL STREET 2	6,000 * 630,000	36	56	2 8 10
NON- RESIDENTIAL COLLECTOR	6,000 * 630,000	50	70	2 8 10
NON-RESIDENTIAL COLLECTOR WITH BIKE LANES	6,000 * 630,000	62	82	2-1/2 8 10
BOULEVARD	14,000 * 1,300,000	44	120	2-1/2 10 12
MINOR ARTERIAL	14,000 * 1,500,000	58	78	2-1/2 8 10
MINOR ARTERIAL W/BIKE LANES	14,000 * 1,500,000	58	88	2-1/2 8 10
MAJOR ARTERIAL	26,000 * 3,100,000	66	110	2-1/2 10 12
MAJOR ARTERIAL W/BIKE LANES	26,000 * 3,100,000	66	120	2-1/2 10 12

* ADT FOR PURPOSES OF ESTIMATING AXLE LOADS ONLY

** IF THE RESULTS FOR "CBR" VALUES ARE HIGHER THAN THE MINIMUM PAVEMENT THICKNESS, THE HIGHER VALUES SHALL BE USED.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART

3-26

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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PAVEMENT THICKNESS DESIGN PROCEDURE				
STREET CLASSIFICATION	AVER. DAILY TRAFFIC E. A. L. (20 YRS.)	ROADWAY WIDTH (FT.)	R. O. W. WIDTH (FT.)	MINIMUM PAVEMENT THICKNESS (IN.) ** <u>HMAC</u> <u>CSB</u> <u>SUBGRADE</u>
COLLECTOR ARTERIAL**	7,000* 1,800,000	90	98	2 1/2 8 10
MINOR ARTERIAL**	14,000* 2,200,000	98	120	2 1/2 10 12
MAJOR ARTERIAL**	28,000* 4,600,000	98	136	2 1/2 10 12
COLLECTOR ARTERIAL** W/ BIKE LANES	7,000* 1,800,000	98	136	2 1/2 8 10
MINOR ARTERIAL** W/ BIKE LANES	14,000* 2,200,00	98	136	2 1/2 10 12
MAJOR ARTERIAL** W/ BIKE LANES	28,000* 4,600,000	98	136	2 1/2 10 12

*ADT FOR PURPOSES OF ESTIMATING AXLE LOADS ONLY.

**MINIMUM PAVEMENT THICKNESS FOR ARTERIAL STREETS, WITHIN HEAVY COMMERCIAL AND INDUSTRIAL DEVELOPMENTS (PROPERTIES ZONED C-4, M-1, M-2, M-3 AND P.I.) SHALL BE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



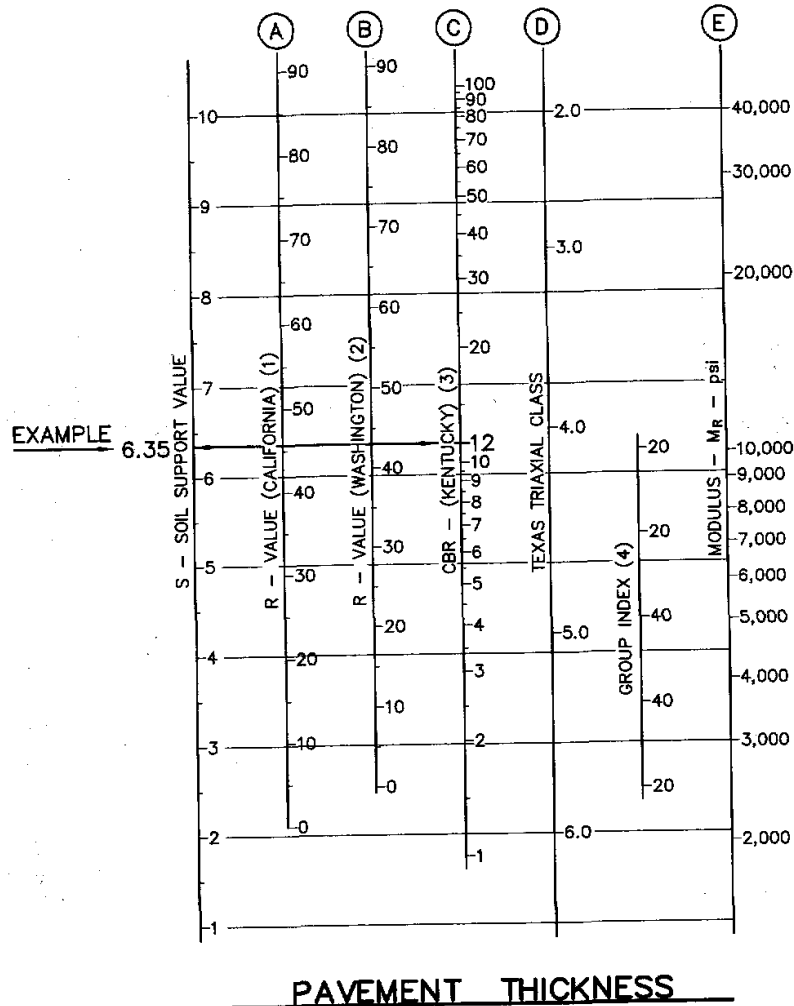
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN CHART
(HEAVY)
3-27

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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- (1) THE CORRELATION IS WITH THE DESIGN CURVES USED BY CALIFORNIA; AASHTO DESIGNATIONS T-173-60, AND EXUDATION PRESSURE IS 240 psi. SEE HVEEM, F.M., AND CARMANY, R.M., "THE FACTORS UNDERLYING THE RATIONAL DESIGN OF PAVEMENTS." PROC. HRB, VOL. 28 (1948) PP. 10-136.
- (2) THE CORRELATION IS WITH THE DESIGN CURVES USED BY WASHINGTON DEPT. OF HIGHWAYS; EXUDATION PRESSURE IS 300 psi. SEE "FLEXIBLE PAVEMENT DESIGN CORRELATION STUDY." HRB BULL. 133 (1956).
- (3) THE CORRELATION IS WITH THE CBR DESIGN CURVES BY KENTUCKY. SEE DRAKE, W.B., AND HAVENS, J.H., "RE-EVALUATION OF KENTUCKY FLEXIBLE PAVEMENT DESIGN CRITERION." HRB BULL. 233 (1959) PP. 33-56. THE FOLLOWING CONDITIONS APPLY TO THE LABORATORY-MODIFIED CBR: SPECIMEN IS TO BE MOLDED AT OR NEAR THE OPTIMUM MOISTURE CONTENT AS DETERMINED BY AASHTO T-99; DYNAMIC COMPACTION IS TO BE USED WITH A HAMMER WEIGHT OF 10 LB. DROPPED FROM A HEIGHT OF 18 IN.; SPECIMEN IS TO BE COMPACTED IN FIVE EQUAL LAYERS WITH EACH LAYER RECEIVING 10 BLOWS; SPECIMEN IS TO BE SOAKED FOR 4 DAYS.
- (4) THIS SCALE HAS BEEN DEVELOPED BY COMPARISON BETWEEN THE CALIFORNIA R-VALUE AND THE GROUP INDEX DETERMINED BY THE PROCEDURE IN PROC. HRB VOL. 25 (1945) PP. 376-392.

FIGURE 1



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

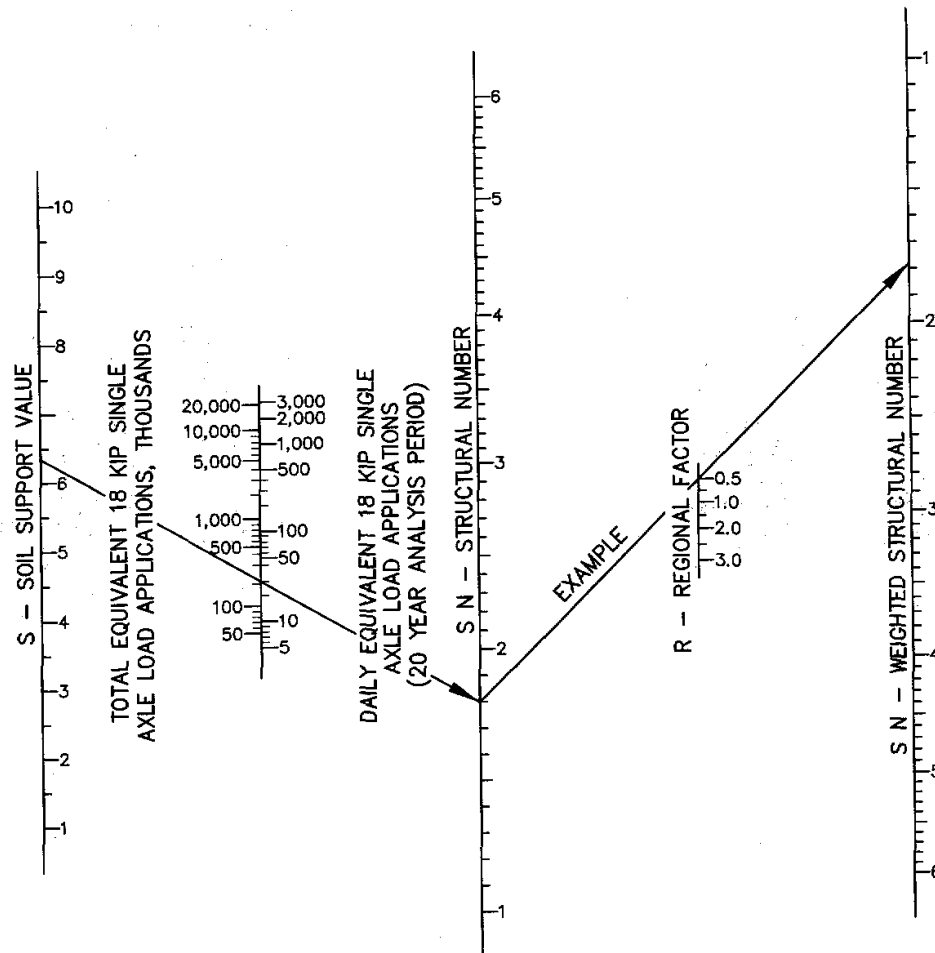
PAVEMENT THICKNESS
DESIGN

3-28

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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STRUCTURAL NUMBER FOR $P_t = 20$
FIGURE 2



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT THICKNESS
DESIGN

3-29A

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PAVEMENT COMPONENT	COEFFICIENT ⁽³⁾
<u>SURFACE COURSE</u>	
ROADMIX (LOW STABILITY)	0.20
PLANTMIX (HIGH STABILITY)	0.44* ← EXAMPLE
SAND ASPHALT	0.40
<u>BASE COURSE</u>	
SANDY GRAVEL	0.07 ² ← EXAMPLE
CRUSHED STONE	0.14
CEMENT-TREATED (NO SOIL - CEMENT)	
COMPRESSIVE STRENGTH @ 7 DAYS	
650 PSI OR MORE (4.48 MPA)	0.23 ²
400 TO 650 PSI (2.76 TO 4.48 MPA)	0.20
400 PSI OR LESS (2.76 MPA)	0.15
BITUMINOUS - TREATED	
COARSE - GRADED	0.34 ²
SAND ASPHALT	0.30
LIME - TREATED	0.15 - 0.30
<u>SUBBASE COURSE</u>	
SANDY GRAVEL	0.11* ← EXAMPLE
SAND OR SANDY-CLAY	0.15 - 0.10

LAYER COEFFICIENTS
TABLE 2

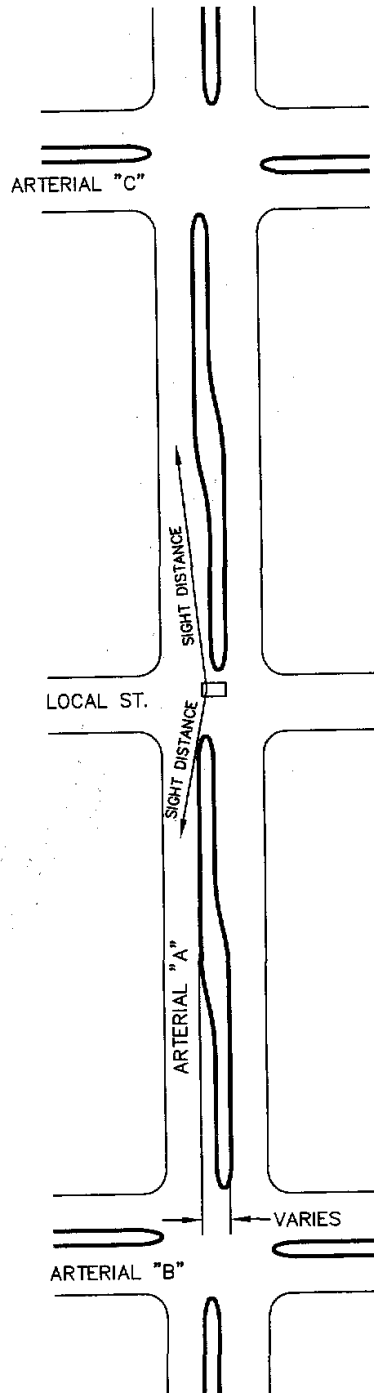


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PAVEMENT
THICKNESS DESIGN
3-29B

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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MEDIAN OPENING SIGHT DISTANCE

NOTE: (2-STOP CROSSING)

MINIMUM SIGHT DISTANCE REQUIRED AT MEDIAN OPENINGS WHERE THE CROSSROAD IS CONTROLLED BY STOP SIGNS SHALL BE AS SHOWN BELOW; OTHER APPLICATIONS SHALL COMPLY WITH AASHTO REQUIREMENTS.

MEDIAN GREATER THAN OR EQUAL TO 20 FEET (2-STOP CROSSING)

ARTERIAL DESIGN SPEED	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH
2 LANES (20'-24')	390	455	520	585	650
3 LANES (32'-36')	435	505	580	650	725
4 LANES (40'-48')	450	525	600	675	750

VERTICAL SIGHT DISTANCE SHALL BE MEASURED FROM A DRIVER'S EYE LEVEL (3.5 FEET) TO THE TOP OF AN ONCOMING CAR (4.5 FEET).
NO MEDIAN OPENING SHALL BE LOCATED WHERE THE GRADE BETWEEN THE LANES ON OPPOSITE SIDES OF THE MEDIAN EXCEEDS 11%.



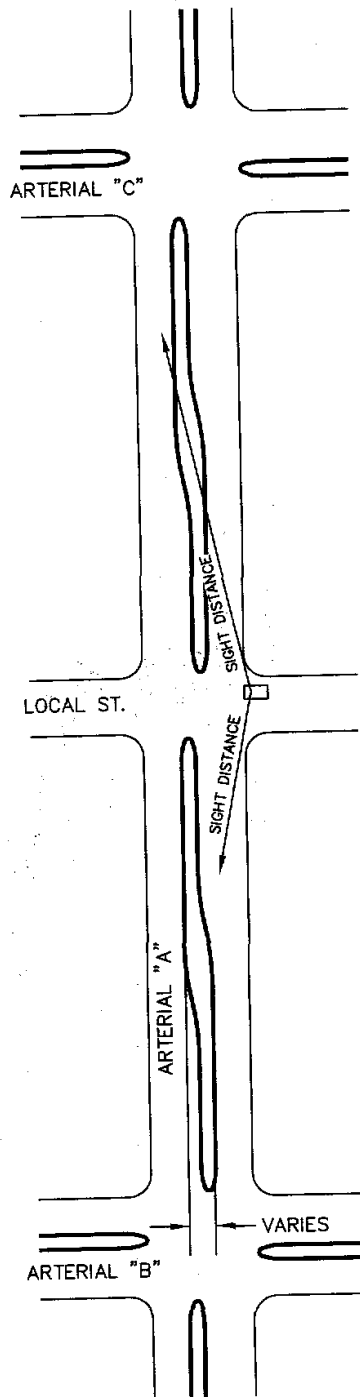
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN OPENING SIGHT
DISTANCE
(2-STOP CROSSING)
3-30

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Date JUNE 03, 2008

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MEDIAN OPENING SIGHT DISTANCE (1-STOP CROSSING)

NOTE:
MINIMUM SIGHT DISTANCE REQUIRED AT MEDIAN OPENINGS WHERE THE CROSSROAD IS CONTROLLED BY STOP SIGNS SHALL BE AS SHOWN BELOW; OTHER APPLICATIONS SHALL COMPLY WITH AASHTO REQUIREMENTS.

MEDIAN LESS THAN 20 FEET (1-STOP CROSSING)

ARTERIAL DESIGN SPEED	30 MPH	35 MPH	40 MPH	45 MPH	50 MPH
4 LANES (40'-48')	485	565	645	730	810
6 LANES (64'-72')	530	620	705	795	880

VERTICAL SIGHT DISTANCE SHALL BE MEASURED FROM A DRIVER'S EYE LEVEL (3.5 FEET) TO THE TOP OF AN ONCOMING CAR (4.5 FEET).
NO MEDIAN OPENING SHALL BE LOCATED WHERE THE GRADE BETWEEN THE LANES ON OPPOSITE SIDES OF THE MEDIAN EXCEEDS 11%. OTHER APPLICATIONS FOR SIGHT DISTANCE DESIGN SHALL BE PERMITTED, PROVIDED THEY MEET AASHTO GUIDELINES.



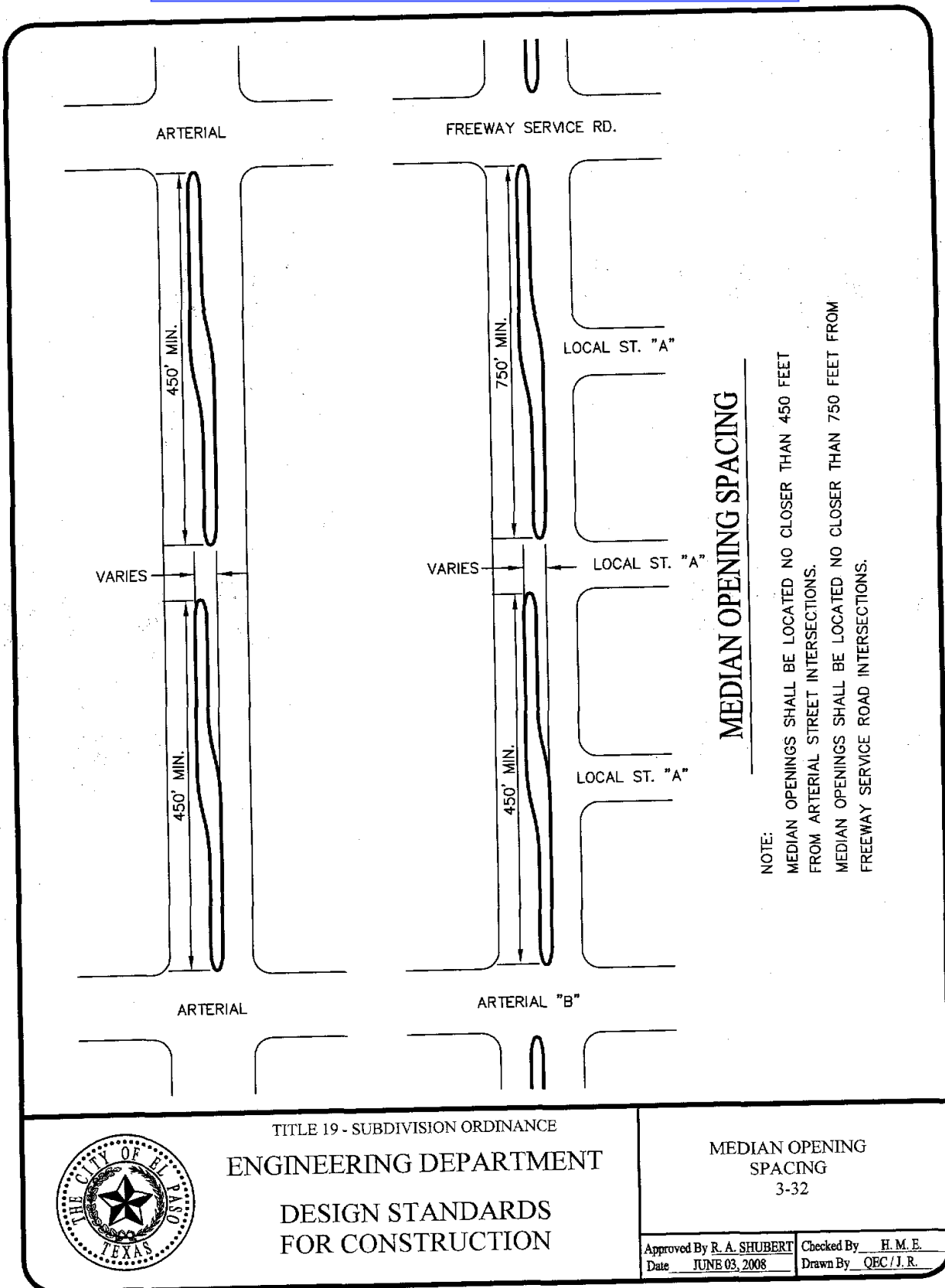
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MEDIAN OPENING SIGHT
DISTANCE
(1-STOP CROSSING)
3-31

Approved By R. A. SHUBERT
Date JUNE 03, 2008

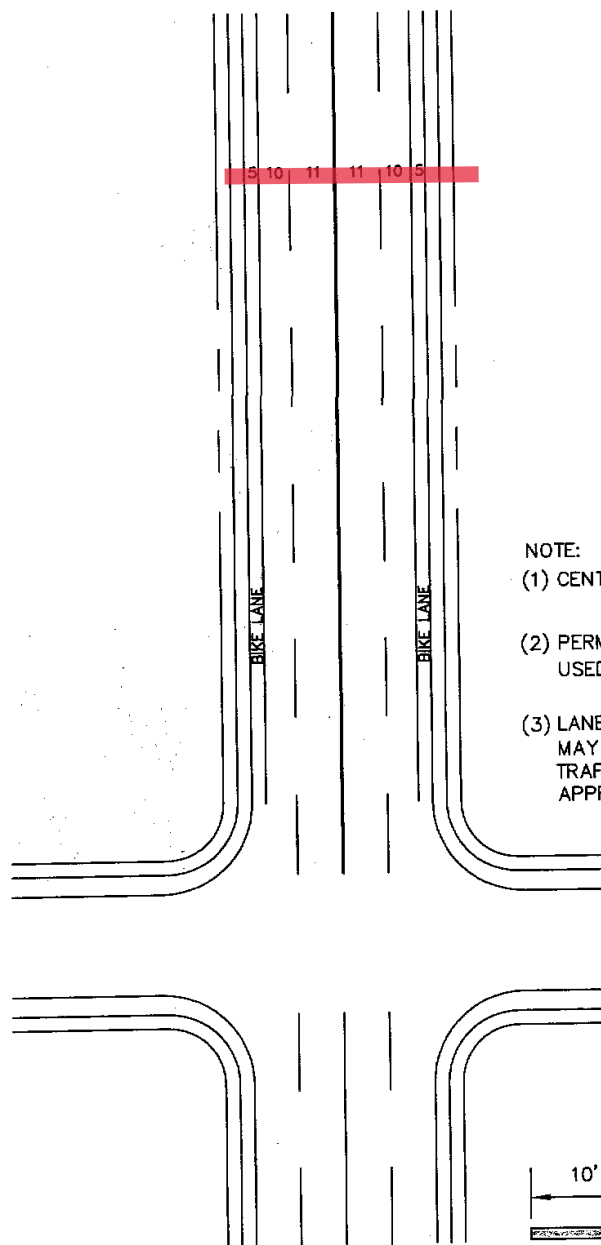
Checked By H. M. E.
Drawn By QEC/J.R.

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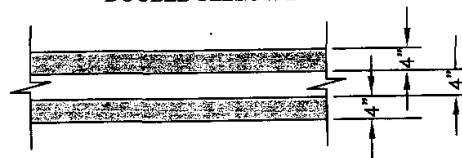
CENTERLINE STRIPING WITH BIKE LANES



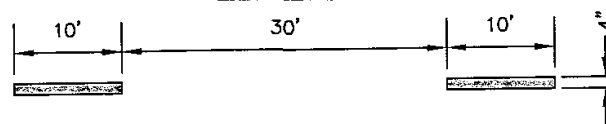
NOTE:

- (1) CENTER LINE STRIPING FOR COLLECTOR ARTERIAL.
- (2) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (3) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

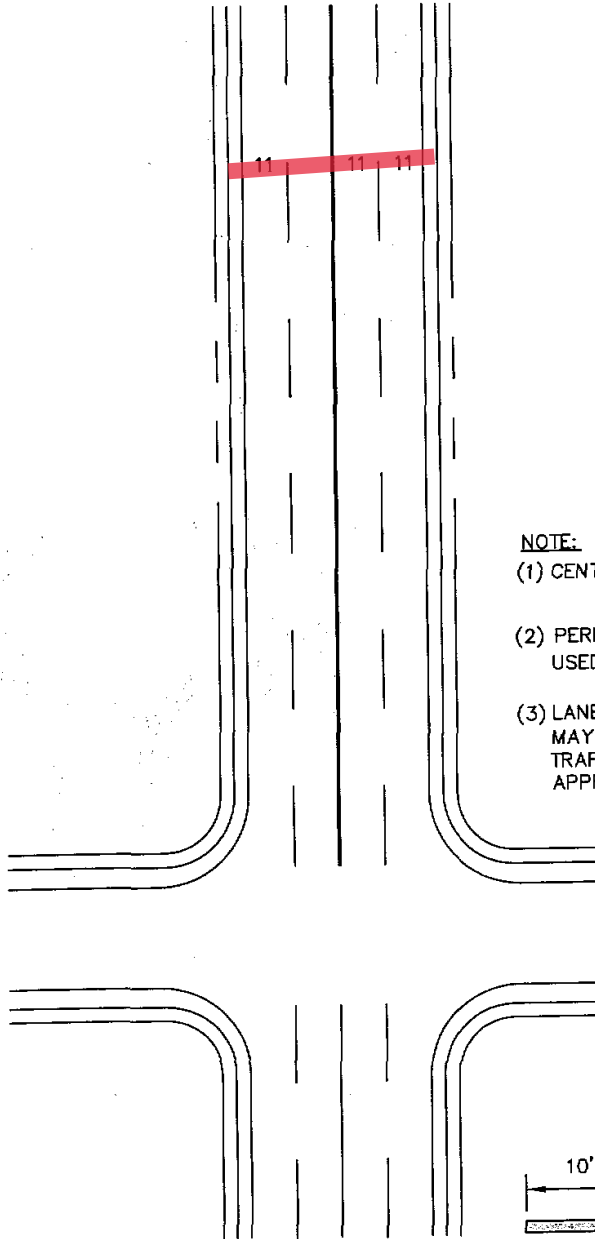
CENTERLINE STRIPING
WITH BIKE LANES
3-33

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC/J. R.

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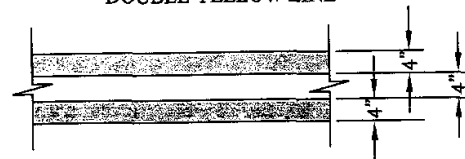
CENTERLINE STRIPING WITHOUT BIKE LANES



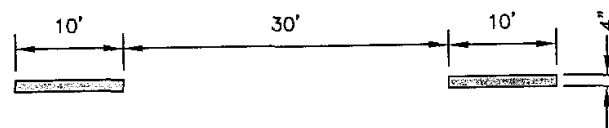
NOTE:

- (1) CENTER LINE STRIPING FOR COLLECTOR ARTERIAL.
- (2) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (3) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

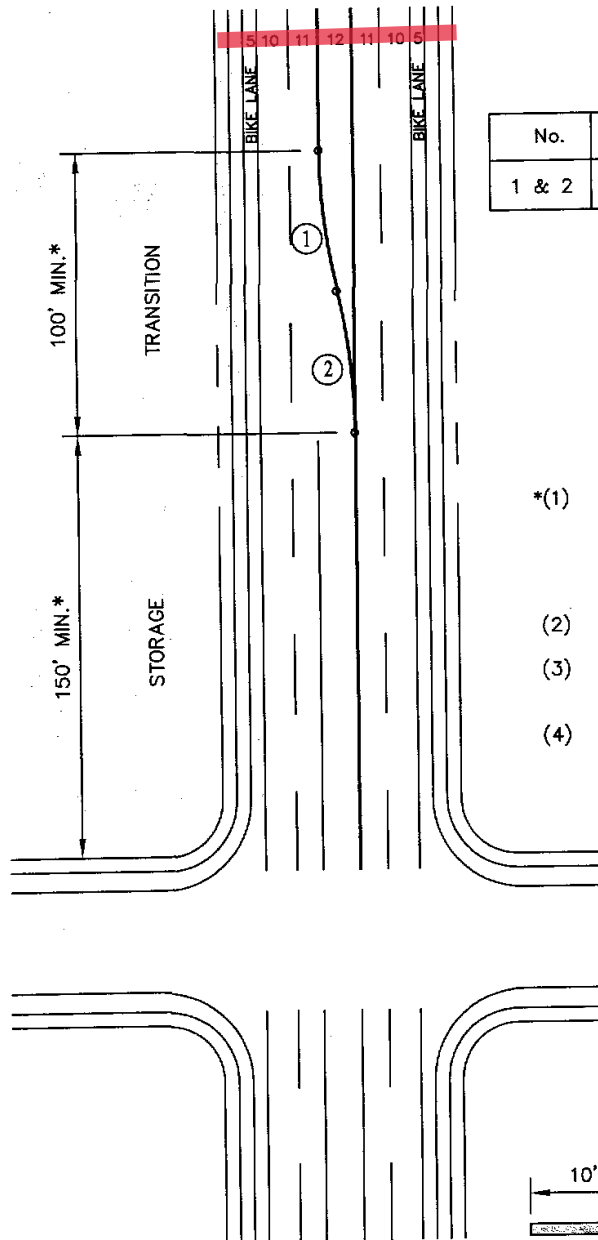
CENTERLINE STRIPING
WITHOUT BIKE LANES
3-34

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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MEDIAN STRIPING WITH BIKE LANES



TYPICAL CURVE DATA

No.	Δ	R	L	T	CH
1 & 2	13°41'08"	211.34'	50.48'	25.36'	50.36'

$$T = R \tan \frac{\Delta}{2}$$

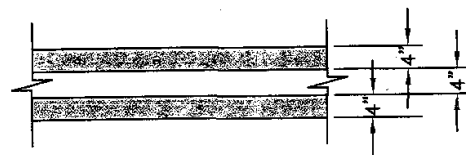
$$C = 2R \sin \frac{\Delta}{2} = 2T \cos \frac{\Delta}{2}$$

$$L = \frac{\Delta R \pi}{2}$$

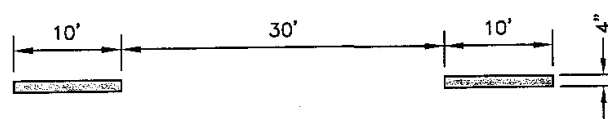
NOTE:

- *(1) LENGTH OF R, STORAGE, AND TRANSITION TO BE INCREASED BASED UPON TRAFFIC DENSITY, ROAD DESIGN, SPEED, AND PRESENCE OR ABSENCE OF TRAFFIC SIGNALS.
- (2) MEDIAN STRIPING FOR MINOR ARTERIAL.
- (3) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (4) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.

DOUBLE YELLOW LINE



LANE LINES



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

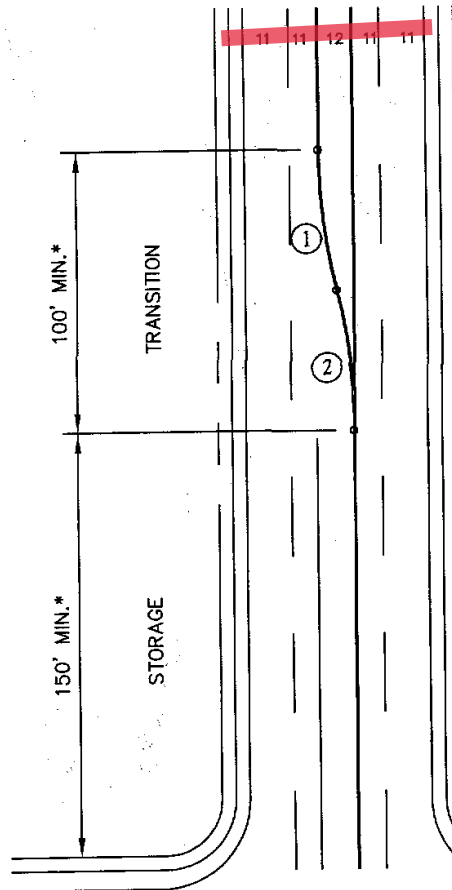
MEDIAN STRIPING WITH
BIKE LANES

3-35

Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QEC / J. R.

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MEDIAN STRIPING WITHOUT BIKE LANES



TYPICAL CURVE DATA

No.	Δ	R	L	T	CH
1 & 2	13°41'08"	211.34'	50.48'	25.36'	50.36'

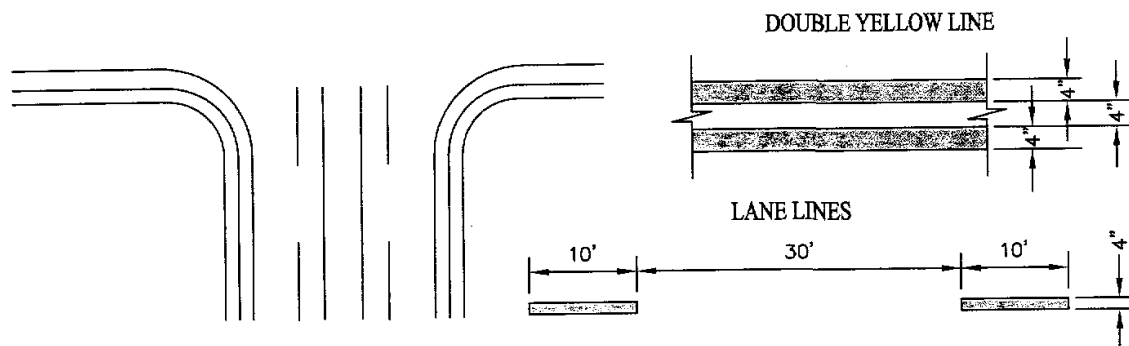
$$T = R \tan \frac{\Delta}{2}$$

$$C = 2R \sin \frac{\Delta}{2} = 2T \cos \frac{\Delta}{2}$$

$$L = \frac{\Delta R \pi}{2}$$

NOTE:

- *(1) LENGTH OF R, STORAGE, AND TRANSITION TO BE INCREASED BASED UPON TRAFFIC DENSITY, ROAD DESIGN, SPEED, AND PRESENCE OR ABSENCE OF TRAFFIC SIGNALS.
- (2) MEDIAN STRIPING FOR MINOR ARTERIAL.
- (3) PERMANENT PAVEMENT MARKING MATERIALS TO BE USED AS PER CITY SPECIFICATIONS.
- (4) LANE MARKINGS TO BE FURNISHED AND INSTALLED MAY INCLUDE PERMANENT THERMO-PLASTIC MARKINGS, TRAFFIC BUTTONS OR OTHER STRIPING MATERIALS APPROVED BY THE CITY ENGINEER.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

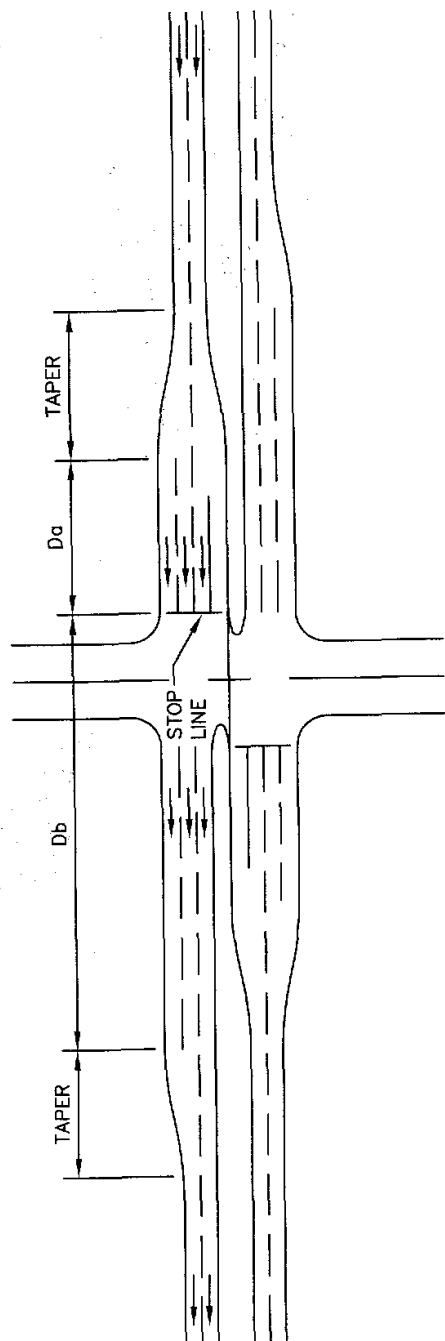
MEDIAN STRIPING
WITHOUT BIKE LANES

3-36

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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LENGTH OF WIDENING IN ADVANCE OF INTERSECTION

LENGTH REQUIRED FOR DECELERATION		
DESIGN SPEED (MPH)	Da (FEET)	TAPER (FEET)
40	150	175
45	175	200
50	200	225

LENGTH OF WIDENING BEYOND INTERSECTION

LENGTH REQUIRED FOR ACCELERATION		
DESIGN SPEED (MPH)	Db (FEET)	TAPER (FEET)
40	200	200
45	375	225
50	525	250

LENGTH REQUIREMENTS FOR ACCELERATION AND DECELERATION TURNING LANE



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ACCELERATION AND
DECELERATION LANES

3-37

Approved By R. A. SHUBERT
Date JUNE 03, 2008

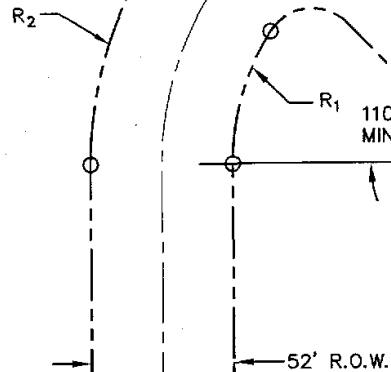
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RECOMMENDED RADII

R_1 = NO LESS THAN 40'

R_2 = NO LESS THAN 92'



NOTES:

1. IF LESS THAN 110', THEN TURNING HEEL IS NEEDED.
2. R_1 AND R_2 ARE BASED ON DESIGN SPEED AS PER AASHTO DESIGN GUIDELINES.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

MINIMUM RADII AT
INTERSECTION APPROACH

3-38

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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INTERSECTION DESIGN

1. STREETS SHALL BE LAID OUT SO AS TO INTERSECT AS NEARLY AS POSSIBLE AT RIGHT ANGLES. NO INTERSECTION SHALL BE LESS THAN AN INCLUDED ANGLE OF SEVENTY DEGREES AND NO MORE THAN ONE HUNDRED TEN DEGREES.
2. THE RIGHT-OF-WAY LINE AT STREET INTERSECTIONS SHALL HAVE A MINIMUM RADIUS OF TWENTY (20) FEET.
3. WHERE PARALLEL STREETS INTERSECT ANOTHER STREET, THE CENTERLINE OF THOSE STREETS SHALL BE OFFSET A MINIMUM OF ONE HUNDRED TWENTY (120) FEET. THIS OFFSET SHALL NOT APPLY TO MINOR ARTERIAL STREETS INTERSECTING A HIGHER ORDER ARTERIAL, IF A RAISED MEDIAN IS PROVIDED AND NO MEDIAN OPENING IS ALIGNED WITH OR RAISED BETWEEN THE OFFSET STREETS. FUTURE MEDIAN OPENINGS SHALL NOT BE PERMITTED WHERE TWO (2) MINOR ARTERIAL STREETS OFFSET AND INTERSECT A MAJOR ARTERIAL STREET AT A DISTANCE OF LESS THAN ONE HUNDRED TWENTY (120) FEET; PROVIDED, HOWEVER MEDIAN OPENINGS MAY BE ALLOWED FOR ONEWAY TRAFFIC CIRCULATION SUBJECT TO THE APPROVAL OF THE DIRECTOR OF TRAFFIC AND TRANSPORTATION DEPT.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

INTERSECTION
DESIGN
REQUIREMENTS
3-39

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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GEOMETRIC DESIGN OF ROADWAYS

DESIGN SPEED (m.p.h.)	HORIZONTAL ALIGNMENT MINIMUM CURVE RADIUS (ft)	VERTICAL ALIGNMENT RATE OF VERTICAL CURVATURE (K-VALUE)		INTERSECTION SIGHT DISTANCE MINIMUM SIGHT DISTANCE (ft)
		CREST	SAG	
15	180	20	30	125
25	(INFORMATION TO BE INCORPORATED AT A LATER DATE)			
30	300	30	40	325
35	475	50	50	400
40	675	80	70	500
45	1,100	120	90	500
50	1,400	160	110	600



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
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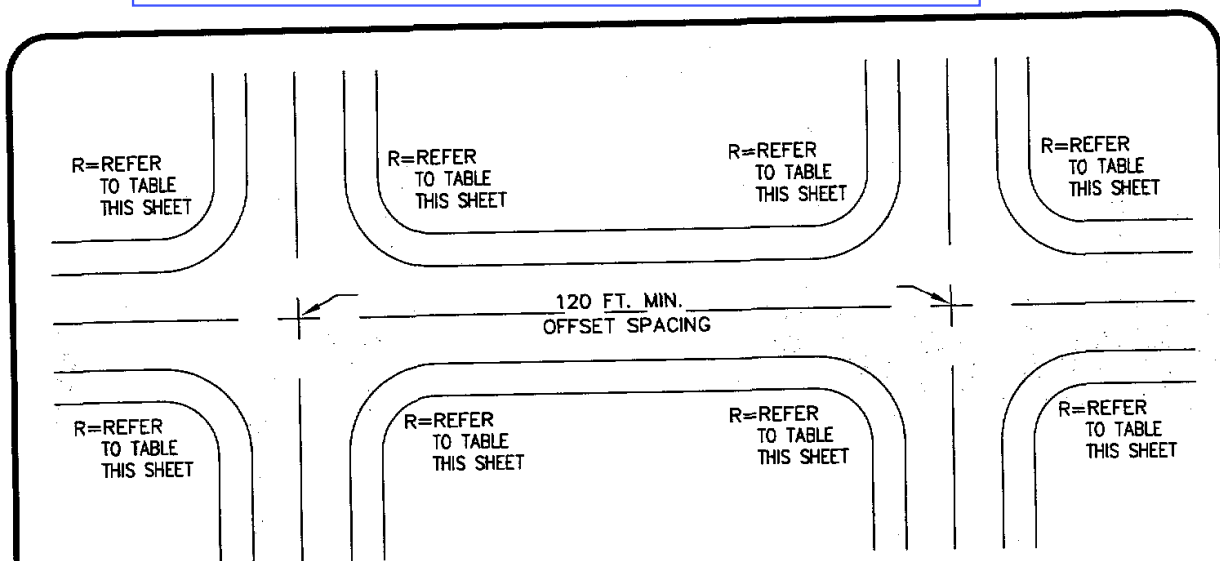
GEOMETRIC DESIGN
OF ROADWAY

3-40

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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INTERSECTION DESIGN

ROADWAY CLASSIFICATION	DESIGN SPEED	Minimum Curvature of Curbs at Street Intersections	
ALLEY	15	Intersection	Curb Turn Radius
(INFORMATION TO BE INCORPORATED AT A LATER DATE)	25		
MINOR RESIDENTIAL ACCESS	30	<u>Local with:</u>	
MAJOR RESIDENTIAL ACCESS	30	Local, Subcollector, or Collector	25'
RESIDENTIAL SUBCOLLECTOR	30	<u>Local with:</u>	
DIVIDED RESIDENTIAL	30	Arterial or Freeway	25'
MOUNTAIN RESIDENTIAL &			
DIVIDED MOUNTAIN RESIDENTIAL:		<u>Subcollector with:</u>	
< 200 ADT	20	Subcollector, or Collector	20'
> 200 ADT	25		
STUB STREET	25	<u>Subcollector with:</u>	
COLLECTOR ARTERIAL	35	Arterial or Freeway	25'
MINOR ARTERIAL	40		
MAJOR ARTERIAL	45	<u>Collector with:</u>	
SUPER ARTERIAL	50	Collector	25'
		<u>Collector with:</u>	
		Arterial or Freeway	30'
		<u>Arterial with:</u>	
		Arterial or Freeway	40'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
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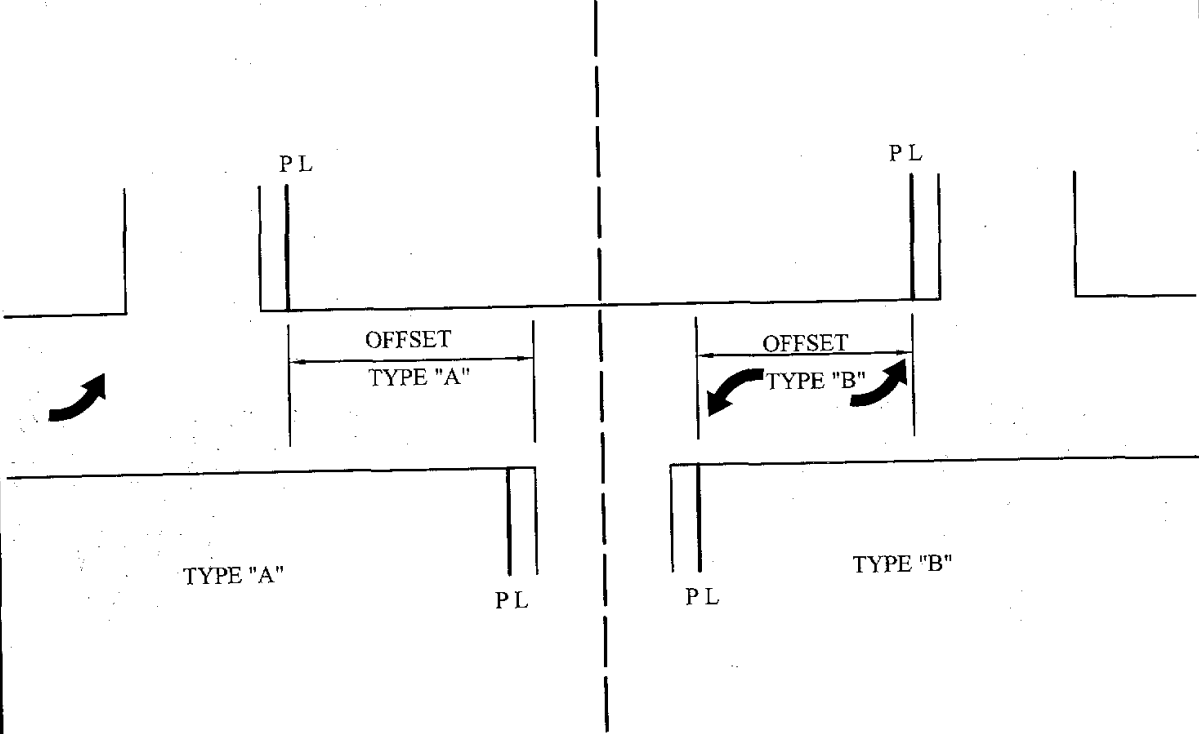

INTERSECTION DESIGN

3-41

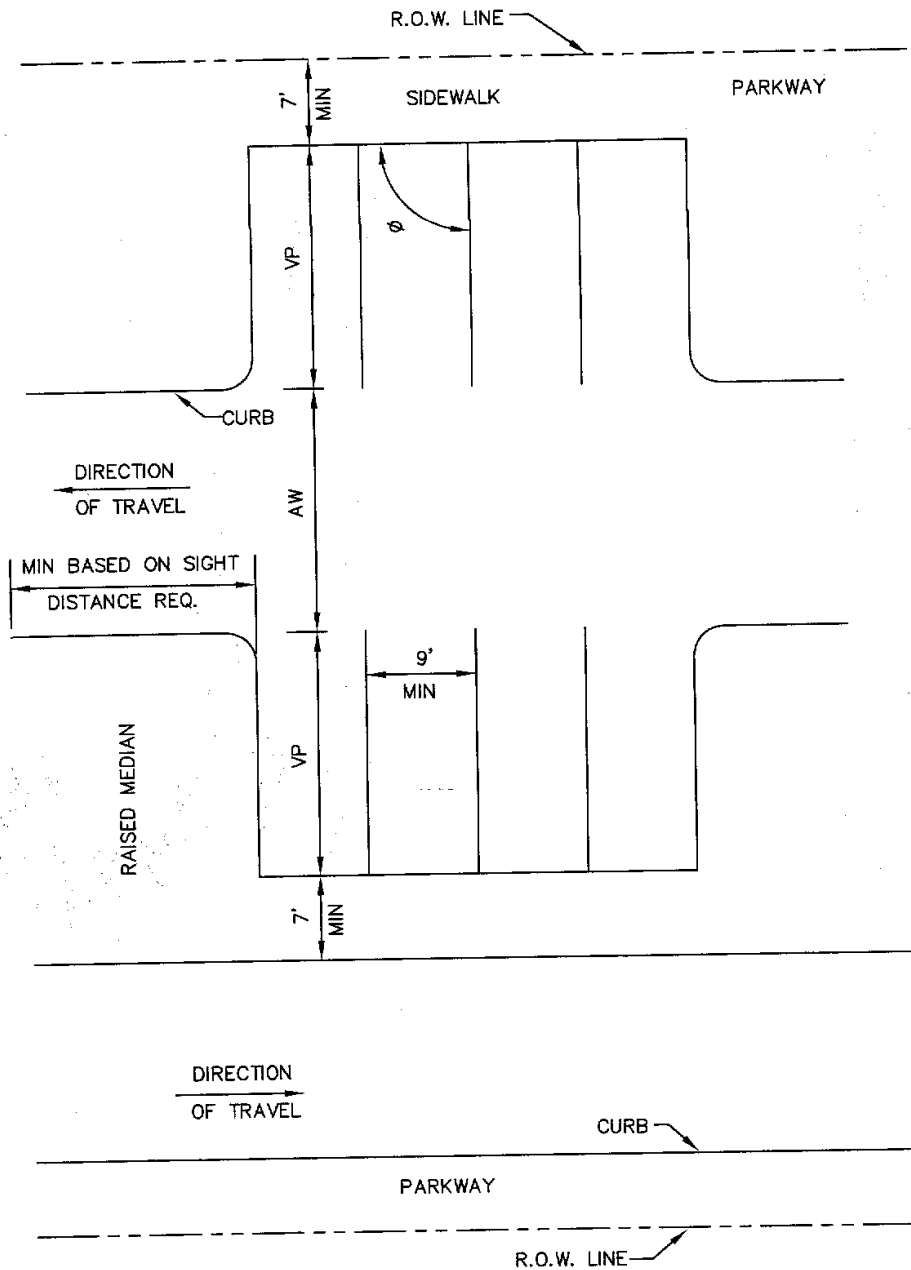
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Date JUNE 03, 2008

Checked By H. M. E.
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<h2 style="margin: 0;">INTERSECTION OFFSET</h2>			
<p>NOTE: REFER TO SECTION 19.15.12 - STREET OFFSETS, TABLE 19.15-4 OF THE SUBDIVISION ORDINANCE FOR MINIMUM OFF-SET DISTANCES</p>			
	<p>TITLE 19 - SUBDIVISION ORDINANCE</p> <p>ENGINEERING DEPARTMENT</p> <p>DESIGN STANDARDS FOR CONSTRUCTION</p>		
<p>INTERSECTION OFFSET</p> <p>3-41A</p>			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; font-size: small;"> Approved By <u>R. A. SHUBERT</u> Date <u>JUNE 03, 2008</u> </td> <td style="width: 50%; font-size: small;"> Checked By <u>H. M. E.</u> Drawn By <u>QEC/J.R.</u> </td> </tr> </table>		Approved By <u>R. A. SHUBERT</u> Date <u>JUNE 03, 2008</u>	Checked By <u>H. M. E.</u> Drawn By <u>QEC/J.R.</u>
Approved By <u>R. A. SHUBERT</u> Date <u>JUNE 03, 2008</u>	Checked By <u>H. M. E.</u> Drawn By <u>QEC/J.R.</u>		

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- NOTES:
- 1) FOR TWO-WAY CIRCULATION ON A STREET, ROADWAY SHALL BE A MINIMUM OF 2 x AW WIDTH.
 - 2) CLUSTER PARKING ON PARKWAY OR MEDIAN SHALL MEET MINIMUM SIGHT DISTANCE REQUIREMENTS OF INTERSECTIONS.
 - 3) OTHER APPLICATIONS FOR CLUSTER PARKING SHALL BE PERMITTED UPON THE APPROVAL OF THE CITY ENGINEER BASED ON AASHTO GUIDELINES.

ANGLE ϕ	VEHICLE PROJECTION VP	aisle width AW
45°	18'-0"	13'-0"
60°	19'-6"	16'-0"
75°	19'-9"	20'-0"
90°	20'-0"	20'-0"

CLUSTER PARKING



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ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

CLUSTER PARKING

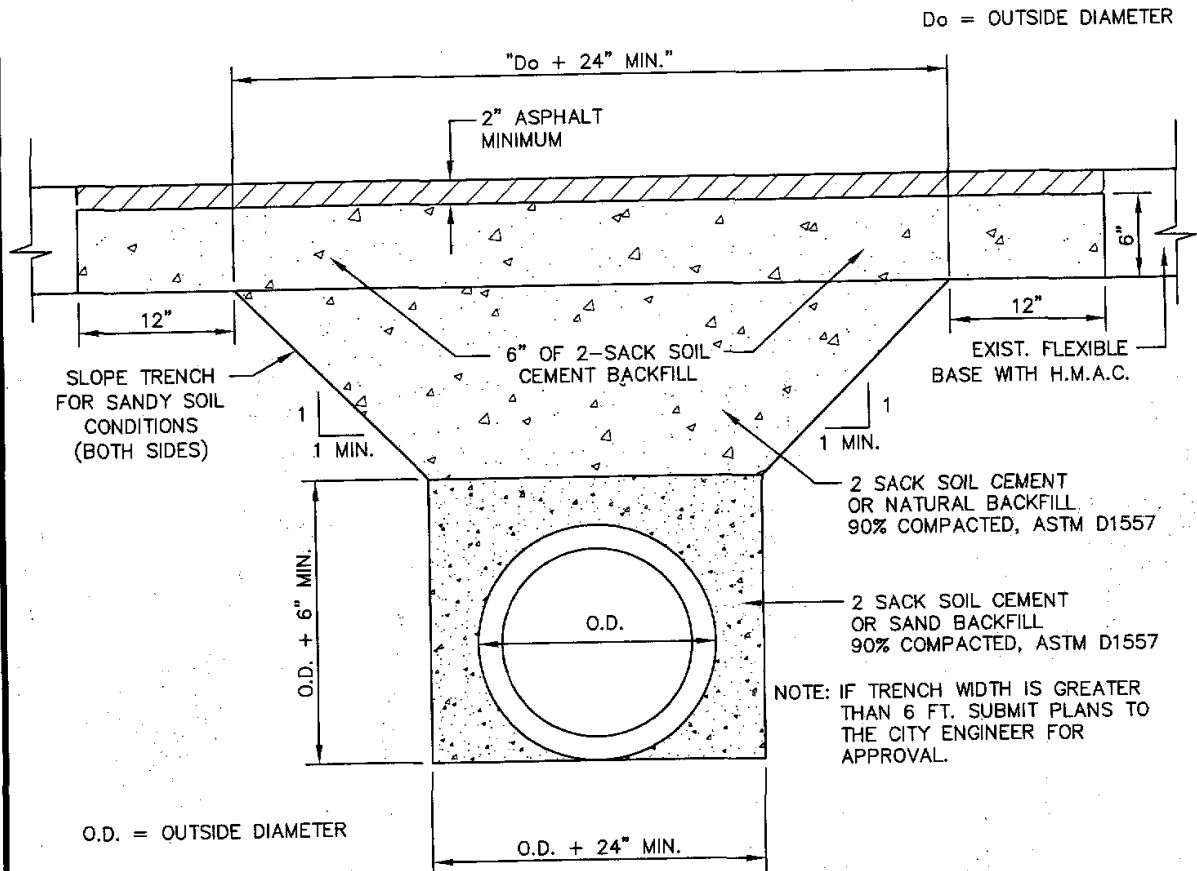
3-42

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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TRENCH BACKFILL & PAVEMENT REPLACEMENT



TYPICAL SECTION FLEXIBLE BASE WITH H.M.A.C. SURFACE

- ALL ASPHALT CUTS MUST BE SAW CUT.
- TWO SACK SOIL CEMENT MIX MUST BE 2 SACKS OF CEMENT PER ONE CUBIC YARD OF SOIL.
- PLACE BACKFILL MATERIAL IN 8" MAX. LIFTS AND COMPACT AS SPECIFIED.



TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

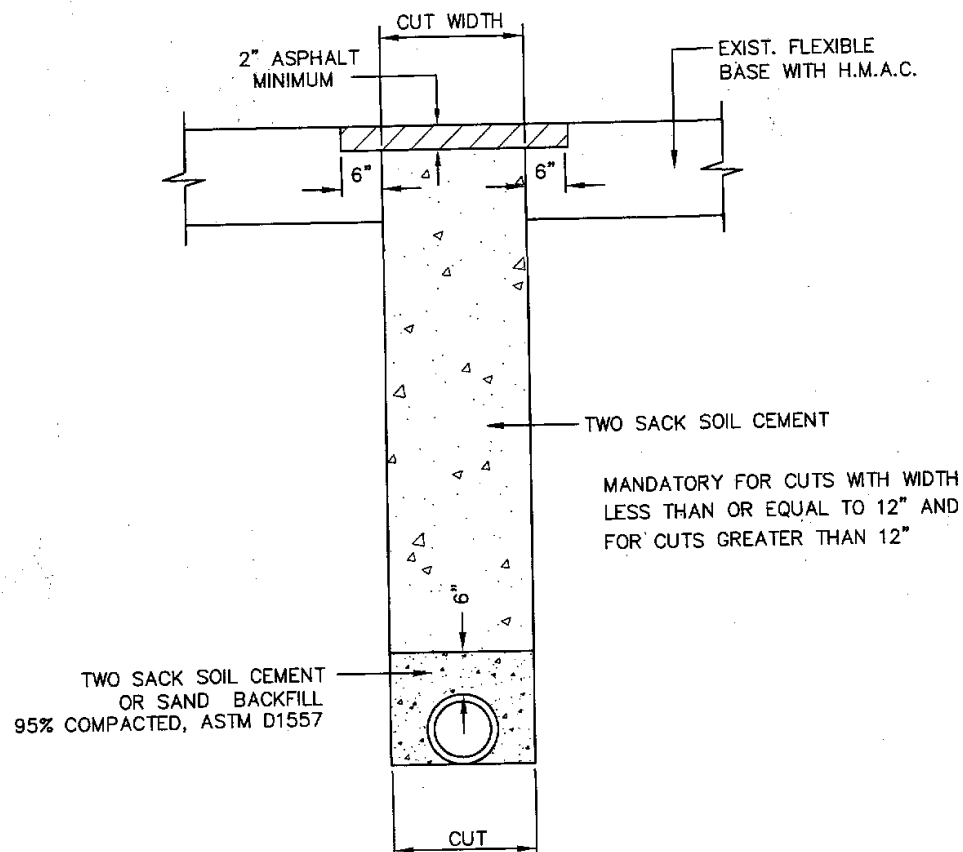
STREET PAVING CUT

3-43

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC/I.R.

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CONDUIT TRENCHING



TYPICAL SECTION FLEXIBLE BASE WITH H.M.A.C. SURFACE

1. ALL ASPHALT CUTS MUST BE SAW CUT.
2. TWO SACK SOIL CEMENT MIX MUST BE
2 SACK OF CEMENT PER ONE CUBIC YARD OF SOIL.



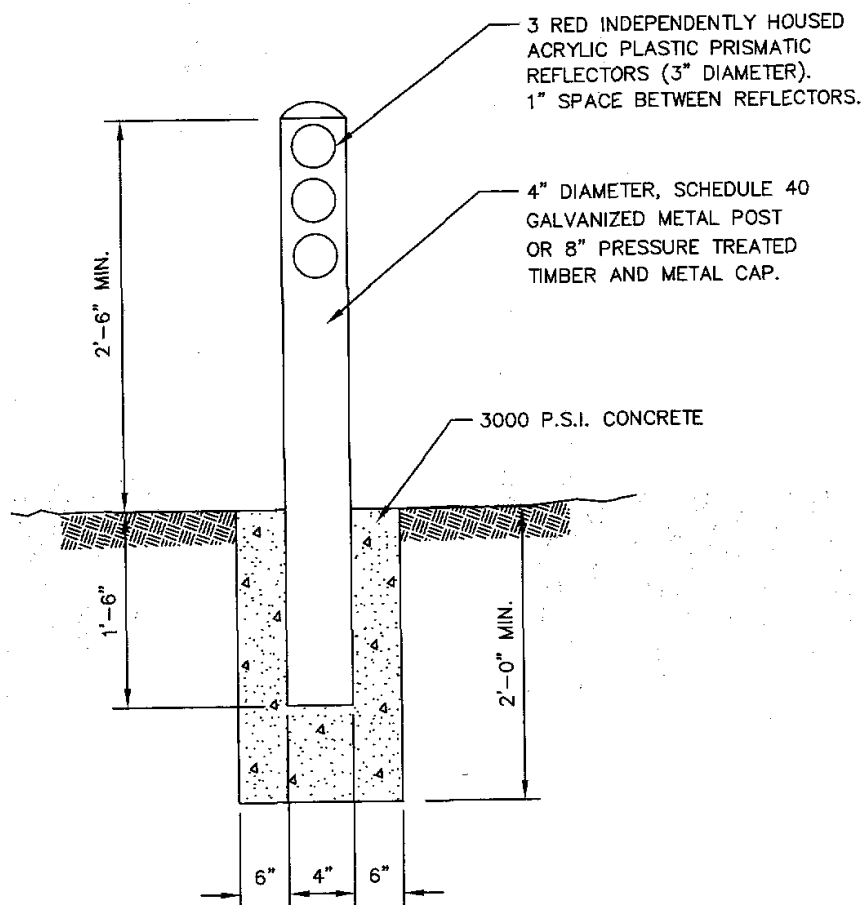
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

STREET PAVING CUT
(CONDUIT)
3-44

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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METAL GUARD POST DETAIL



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

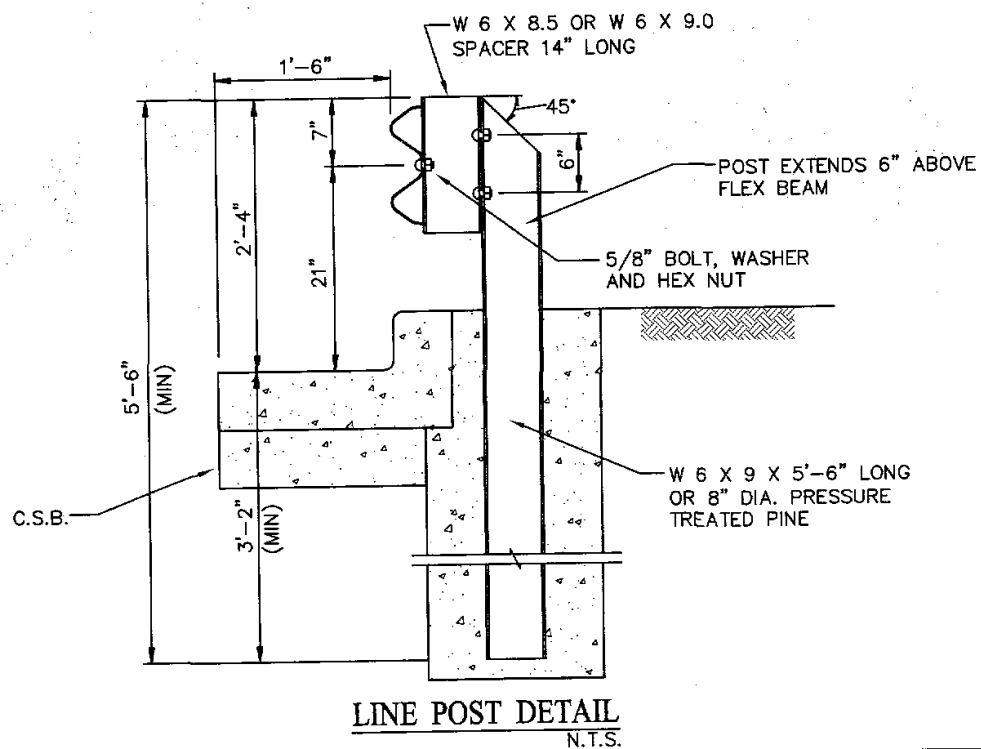
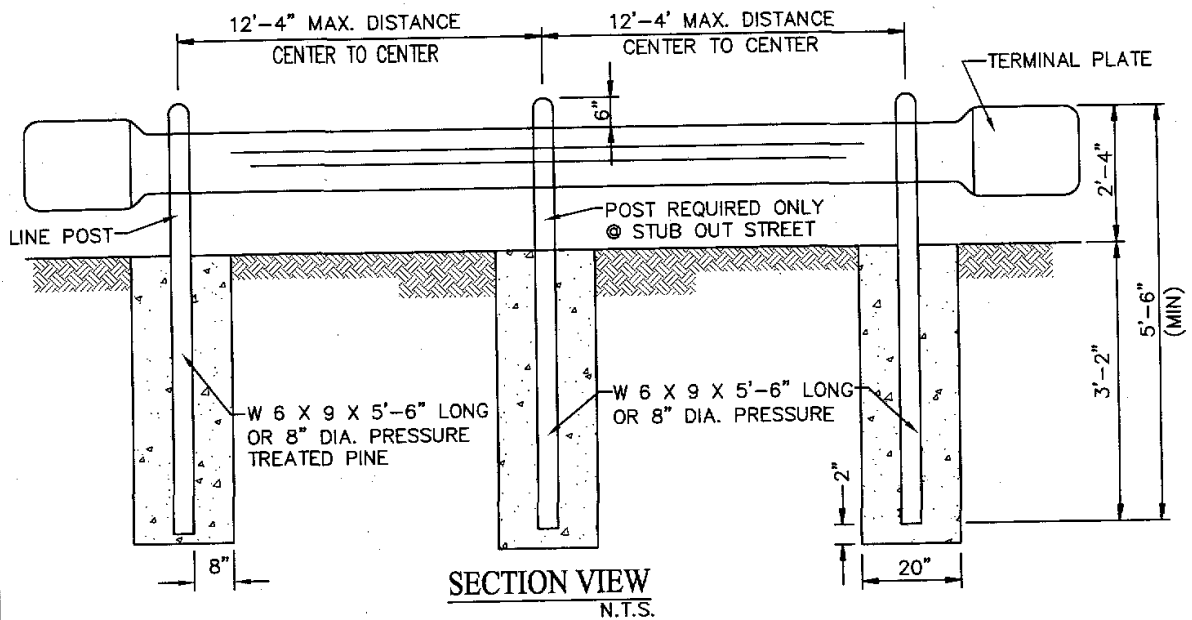
GUARD POST DETAIL

3-46

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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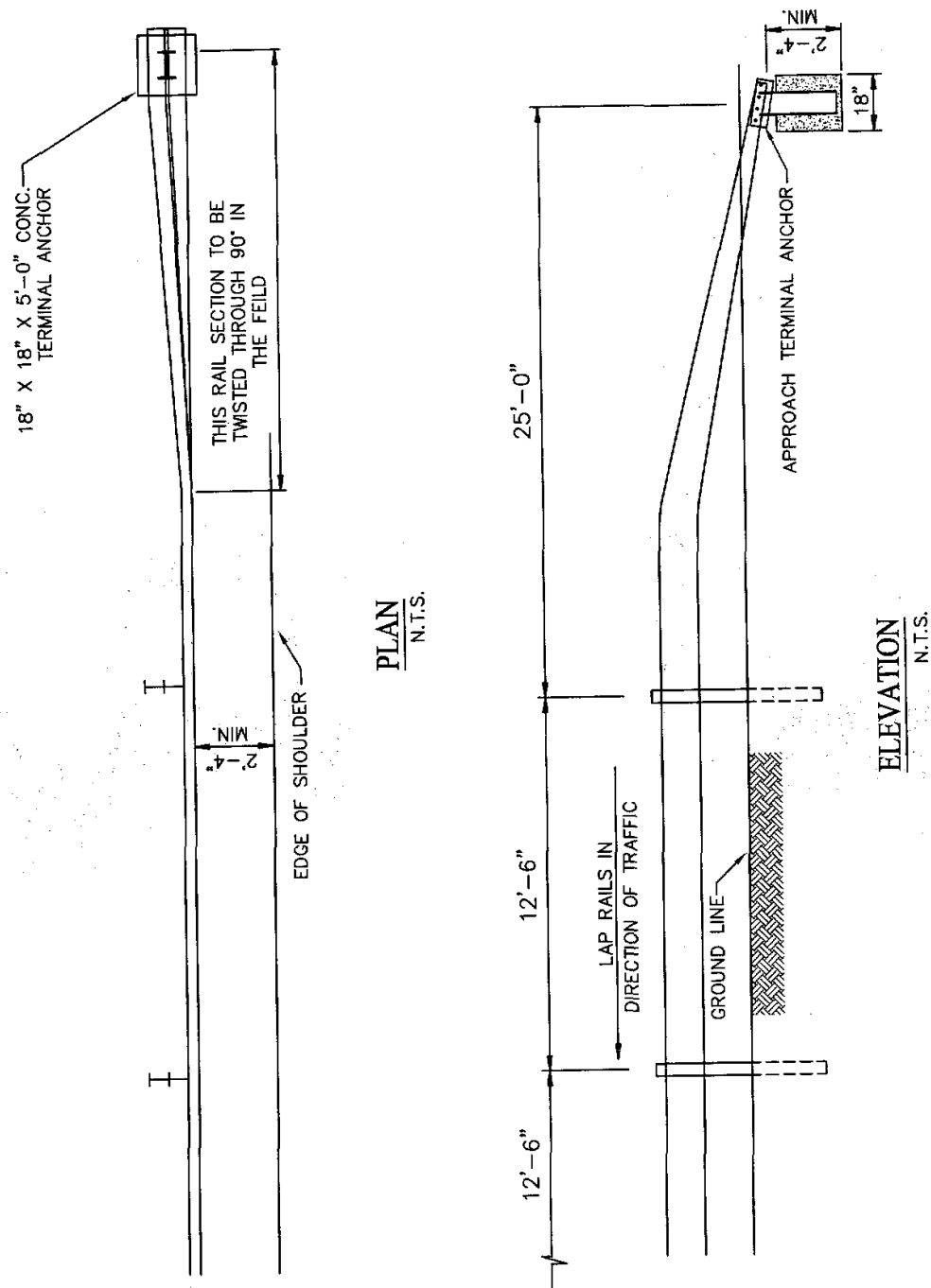
GUARD RAIL

3-47

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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NOTE:

1. ALL STEEL FITTINGS SHALL BE GALVANIZED.
2. SEE NO. 3-44 FOR LINE POST DETAIL.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TERMINUS METAL BEAM
GUARD FENCE

3-48

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

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PROPOSED CITY MONUMENT LOCATIONS

- A. MONUMENTS SHALL BE INSTALLED SO THAT ALL FRONT PROPERTY CORNERS OF ALL LOTS IN THE SUBDIVISION ARE WITHIN LINE OF SIGHT OF A MONUMENT, OR WITHIN SIGHT OF THE LINE BETWEEN TWO ADJACENT MONUMENTS
- B. EACH MONUMENT SHALL BE WITHIN LINE OF SIGHT OF ANOTHER MONUMENT
- C. MONUMENTS SHALL BE NO FARTHER THAN 2000 FEET APART
- D. AT LEAST ONE (1) MONUMENT SHALL BE PLACED ON EACH HORIZONTAL CURVE (PI) OF THE TANGENTS LEADING INTO THE CURVE FALLS OUTSIDE THE CURB LINE
- E. NO FEWER THAN TWO MONUMENTS SHALL BE PLACED IN ONE (1) STREET SUBDIVISIONS.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PROPOSED CITY
MONUMENTS
LOCATIONS
3-49

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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**PLANE SURVEYS AND GEODETIC CONTROL
SUBMISSION REQUIREMENTS ON
ALL ENGINEERING AND GIS MAP DRAWINGS**

SCOPE:

THESE SUBMISSION REQUIREMENTS APPLY TO ALL WORK DONE IN THE CITY AND COUNTY OF EL PASO. IT IS PUT FORTH TO FACILITATE PERSONNEL TO ACCESS AND UPDATE MAP INFORMATION MORE EFFICIENTLY.

ALL FIELD WORK WHICH REQUIRES A SURVEY SHALL BE REQUIRED TO ABIDE TO THE FOLLOWING:

- BENCHMARK(S) ARE TO BE TIED TO THE PUBLISHED CITY OF EL PASO'S GEODETIC CONTROL POINTS, AND REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (TXC SPCS), FIPS 4203. HORIZONTAL DATA WILL BE REFERENCED TO NAD83, AND ELEVATIONS TO NAVD88.
- DETAILED CAD DRAWINGS ILLUSTRATING THE SPATIAL LAYOUT OF THE OVERHEAD (PORTION OF A PARCEL MAP AND/OR UTILITY INFRASTRUCTURE) SHALL HAVE ALL BENCHMARKS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (TXC SPCS), FIPS 4203. HORIZONTAL DATA WILL BE REFERENCED TO NAD83, AND ELEVATIONS TO NAVD88. THIS WILL ALLOW THE ELECTRONIC DRAWING(S) TO CONFORM AND OVERLAY TO ALL EXISTING ENGINEERING COMPUTER AIDED DESIGNS, GIS LAYERS AND IMAGERY.

DELIVERY

1. A DIGITAL COPY(S) OF THE COMPUTER AIDED DESIGN DRAWING REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, FIPS 4203, NAD83, AND ELEVATIONS TO NAVD88; ELEVATIONS WILL BE NOTED (ANNOTATED) NEXT TO THE BENCHMARK(S) IN BOTH NAVD88 AND GROUND/SURFACE COORDINATES.
2. A HARD COPY.
3. A REPORT ON THE ELEVATIONS OF SURVEYED BENCHMARKS IN GROUND COORDINATES AND REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988

AN ADDITIONAL REPORT IS REQUIRED WHEN A NEW BENCHMARK IS TIED INTO THE SURVEY. THE REPORT WILL INCLUDE THE SURVEYED COORDINATES AND THE TIED COORDINATES AS THEY READ FROM THE CITY OF EL PASO'S GEODETIC CONTROL SYSTEM.



TITLE 19 - SUBDIVISION ORDINANCE
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**DESIGN STANDARDS
FOR CONSTRUCTION**

PLANE SURVEYS AND
GEODETIC CONTROL

3-50

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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SURVEYS AND MONUMENTS

TEXAS COORDINATE SYSTEM MONUMENTATION: SUBDIVISION PLATS INTRODUCED TO THE CITY OF EL PASO SHALL BE TIED TO TEXAS STATE PLANE COORDINATE SYSTEM CONTROL ZONE, IN CONFORMANCE WITH THE REQUIREMENTS OF DIVISION X, CHAPTER X, SECTION XXX ET SEQ. OF THE PUBLIC RESOURCES CODE OF THE STATE OF TEXAS, UNLESS WAIVED IN WRITING BY THE CITY ENGINEER. COORDINATES AND BEARINGS MAY BE BASED UPON TEXAS CENTRAL STATE PLANE COORDINATE SYSTEM AND SHALL BE BASED UPON THE HORIZONTAL DATUM OF 1983 AND VERTICAL DATUM OF 1988. ALL TIES SHALL BE IDENTIFIED WITH GRID BEARINGS AND GROUND LEVEL DISTANCES, AND THE FOLLOWING NOTE SHALL APPEAR ON ALL SHEETS OF THE MAP UPON WHICH ANY PARCEL IS SHOWN:

TEXAS STATE PLANE COORDINATE SYSTEM: COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, FIPS 4203, US SURVEY FEET (NAD 83, NAVD 88) AND TIED TO THE CITY OF EL PASO'S GEODETIC CONTROL POINT SURVEY. DISTANCES SHOWN ARE GROUND LEVEL DISTANCE. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND LEVEL DISTANCE BY (COMBINATION FACTOR). THE NORTH ARROW SHALL INDICATE GRAPHICALLY THE DIVERGENCE BETWEEN GEODETIC NORTH AND GRID NORTH, AND THE THETA (θ) ANGLE SHALL BE SHOWN NOTING AT WHICH MONUMENT SAID ANGLE WAS COMPUTED. THE ONLY COORDINATES APPEARING ON THE FINAL MAP SHALL BE FOR THE PRIMARY GEODETIC CONTROL STATIONS.

BOUNDARY MONUMENTS: MONUMENTS SHALL BE SET OR REFERENCED ON THE EXTERIOR BOUNDARY OF THE SUBDIVISION AT ALL CORNERS, ANGLE POINTS, BEGINNING AND ENDS OF CURVES AND AT INTERMEDIATE POINTS NOT TO EXCEED 1,000 FEET APART. THE LOCATION OF INACCESSIBLE POINTS SHALL BE ESTABLISHED BY TIES TO THE CITY OF EL PASO'S GEODETIC CONTROL POINT SURVEY AND SHALL BE NOTED ON THE FINAL MAP OR PARCEL MAP. IF ANY OR ALL OF THE BOUNDARY MONUMENTS ARE TO BE SET AFTER FILING OF THE FINAL MAP OR PARCEL MAP WITH THE COUNTY RECORDER, THE SURVEYOR MAKING THE SURVEY SHALL FURNISH EVIDENCE ACCEPTABLE TO THE CITY ENGINEER TO SUBSTANTIATE HIS REASONS FOR DEFERRING THE SETTING OF SUCH MONUMENTS UNTIL AFTER FILING OF SUCH MAP WITH THE COUNTY RECORDER.

INTERIOR MONUMENTS: MONUMENTS SHALL BE SET AT ALL BLOCK, LOT OR PARCEL CORNERS AND ANGLE POINTS AND AT THE BEGINNINGS AND ENDS OF CURVES AND WITHIN STREET RIGHTS-OF-WAY. IF THE INTERIOR MONUMENTS ARE NOT SET WITHIN THE PERIOD OF TIME SPECIFIED ON THE SURVEYOR'S CERTIFICATE, THE CITY ENGINEER SHALL BY WRITTEN NOTICE FORTHWITH DIRECT THE SURVEYOR OF RECORD TO SET SUCH MONUMENTS WITHIN SIXTY (60) DAYS OF NOTICE, AND FURNISH SUCH FIELD NOTES AS WERE AGREED TO BE SET AND FURNISHED ON SAID CERTIFICATE. IF THE SURVEYOR FAILS TO COMPLY WITH SAID DIRECTIVE AFTER 60 DAYS, THE CITY ENGINEER SHALL WITHOUT FURTHER NOTICE SUBMIT A WRITTEN COMPLAINT AND REQUEST FOR DISCIPLINARY ACTION AGAINST SAID SURVEYOR TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

MONUMENT TYPE: ALL BOUNDARY MONUMENTS AND MONUMENTS SET WITHIN EXISTING AND PROPOSED CITY RIGHTS-OF-WAY SHALL BE STANDARD CITY MONUMENTS AND SHALL BE SET TO THE DEPTH AND IN THE MANNER PRESCRIBED IN THE SUBDIVISION STANDARDS.

MONUMENT IDENTIFICATION MARKS: ALL MONUMENTS SET AS REQUIRED HEREIN SHALL BE PERMANENTLY AND VISIBLY MARKED OR TAGGED WITH THE REGISTRATION OR LICENSE NUMBER OF THE SURVEYOR WHO SIGNS THE SURVEYOR'S CERTIFICATE AND UNDER WHOSE SUPERVISION THE SURVEY WAS MADE.

REPLACEMENT OF DESTROYED MONUMENTS: ANY MONUMENT SET AS REQUIRED HEREIN WHICH IS DISTURBED OR DESTROYED BEFORE ACCEPTANCE OF ALL IMPROVEMENTS BY THE CITY SHALL BE REPLACED BY THE SUBDIVIDER'S SURVEYOR AND NEW MONUMENT CERTIFICATION SHALL BE SUBMITTED.

SURVEY DATA AND INFORMATION TO BE SHOWN ON FINAL MAP OR PARCEL MAP: THE FOLLOWING SURVEY DATA AND INFORMATION SHALL BE SHOWN ON EACH FINAL MAP OR PARCEL MAP BASED UPON A FIELD SURVEY: 1) STAKES, MONUMENTS OR OTHER EVIDENCE FOUND ON THE GROUND TOGETHER WITH THEIR PRECISE POSITIONS TO DETERMINE THE BOUNDARIES OF THE SUBDIVISION; AND 2) CORNERS OF ALL ADJOINING PROPERTIES IDENTIFIED BY LOT AND BLOCK NUMBERS, SUBDIVISION NAMES, NUMBERS AND PAGE OF RECORD OR BY SECTION, TOWNSHIP AND RANGE OR OTHER PROPER DESIGNATION.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

**SURVEYS AND
MONUMENTS**

3-51

Approved By R. A. SHUBERT
Date JUNE 03, 2008

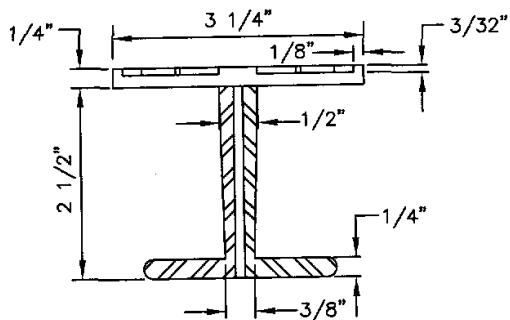
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Drawn By QEC/J.R.

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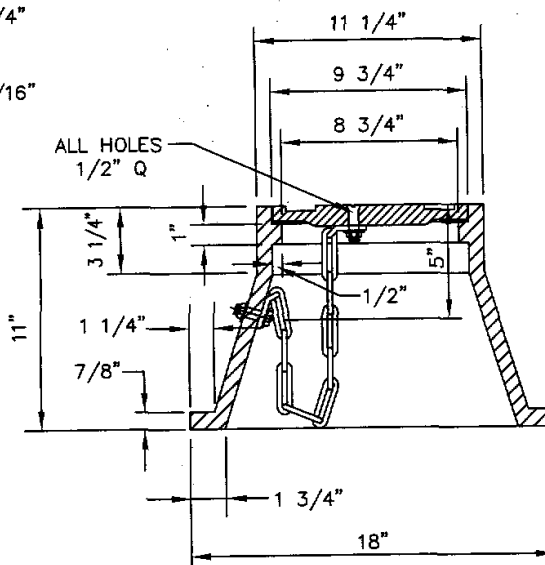
EMBOSS STAR, RING AND
LETTERS TO HEIGHT
OF $\frac{3}{32}$ "



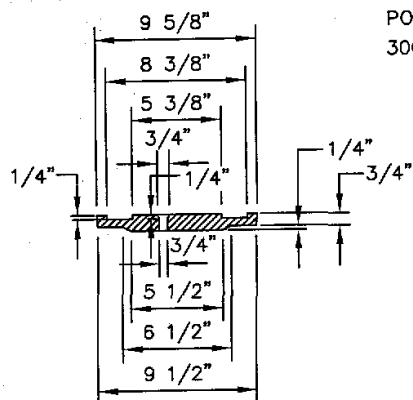
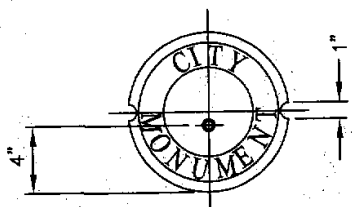
OUTSIDE RADIUS
OF STAR = $\frac{3}{4}$ "
INSIDE RADIUS
OF STAR = $\frac{3}{16}$ "



BRONZE MONUMENT CAP

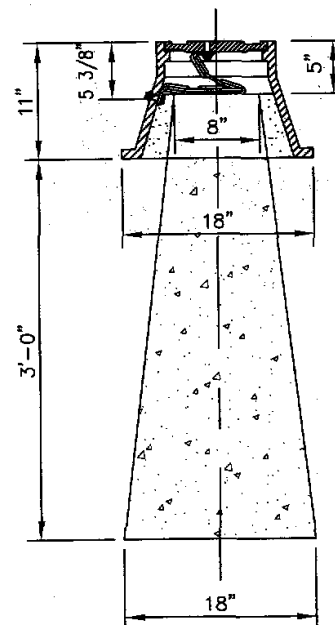


MONUMENT BOX



BOX COVER

NO FORMS REQUIRED
CONCRETE TO BE
POURED IN PLACE.
3000 P.S.I. CONCRETE.



SECTION VIEW



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

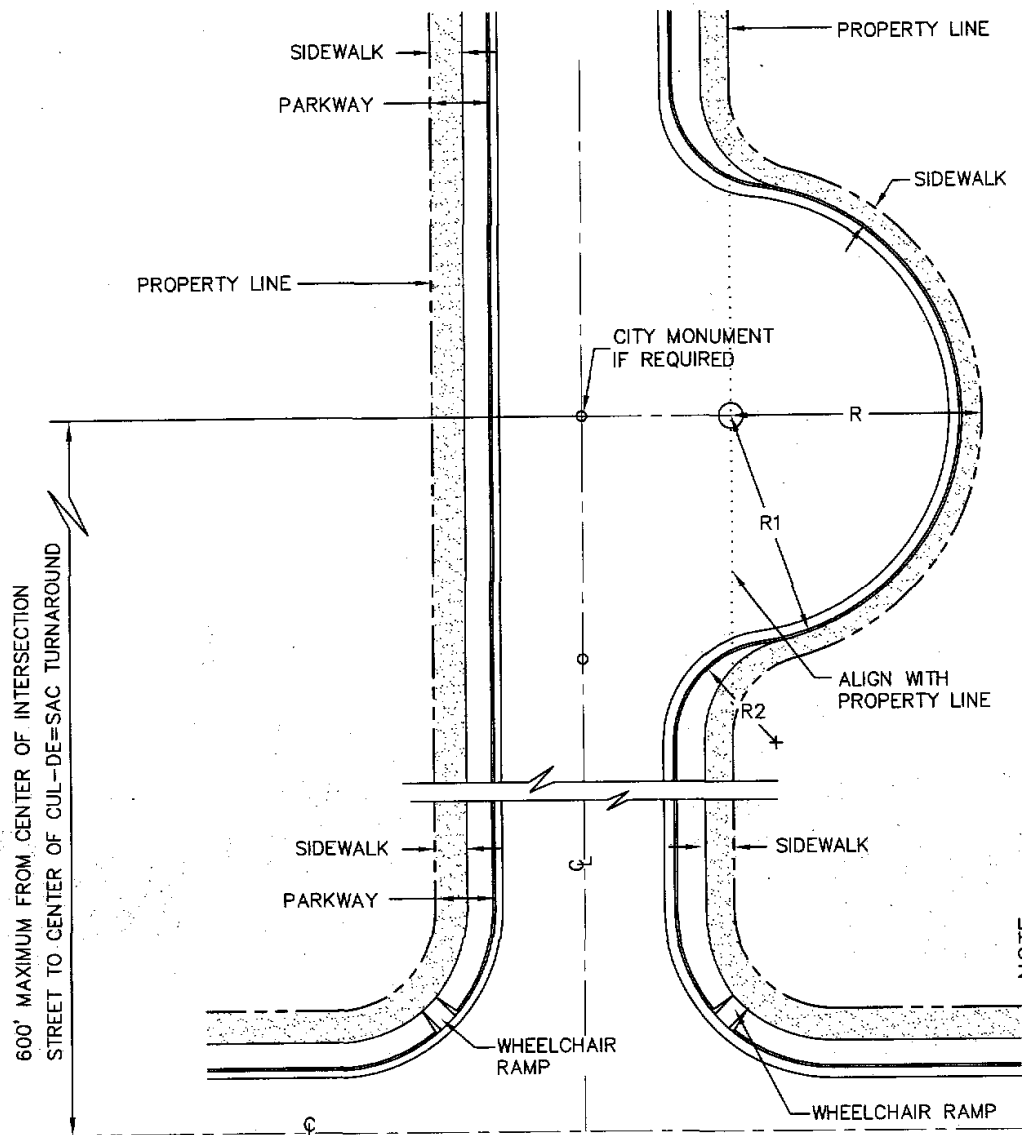
CITY SURVEY
MONUMENT

3-52

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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NOTE:
WHERE SIDEWALKS ARE NOT REQUIRED OR ARE PERMITTED TO BE LOCATED ADJACENT TO AND PARALLEL WITH THE CURB LINE, THE TOTAL STREET RIGHT-OF-WAY SHALL BE REDUCED BY DEDUCTING 3'-6" FROM THE PARKWAY ON EACH AFFECTED SIDE OF THE STREET.

	R	R1	R2
32' LOCAL	58'	54'	20'
RESIDENTIAL COLLECTOR = (36' RDWY.)	50'	46'	20'
MINOR\DIVIDED\MOUNTAIN RESIDENTIAL = (20' RDWY.)	66'	62'	20'
* DIVIDED MOUNTAIN RESIDENTIAL = (10' RDWY.)	-	-	-

* SINGLE EYEBROW CUL-DE-SAC SHALL NOT BE PERMITTED



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
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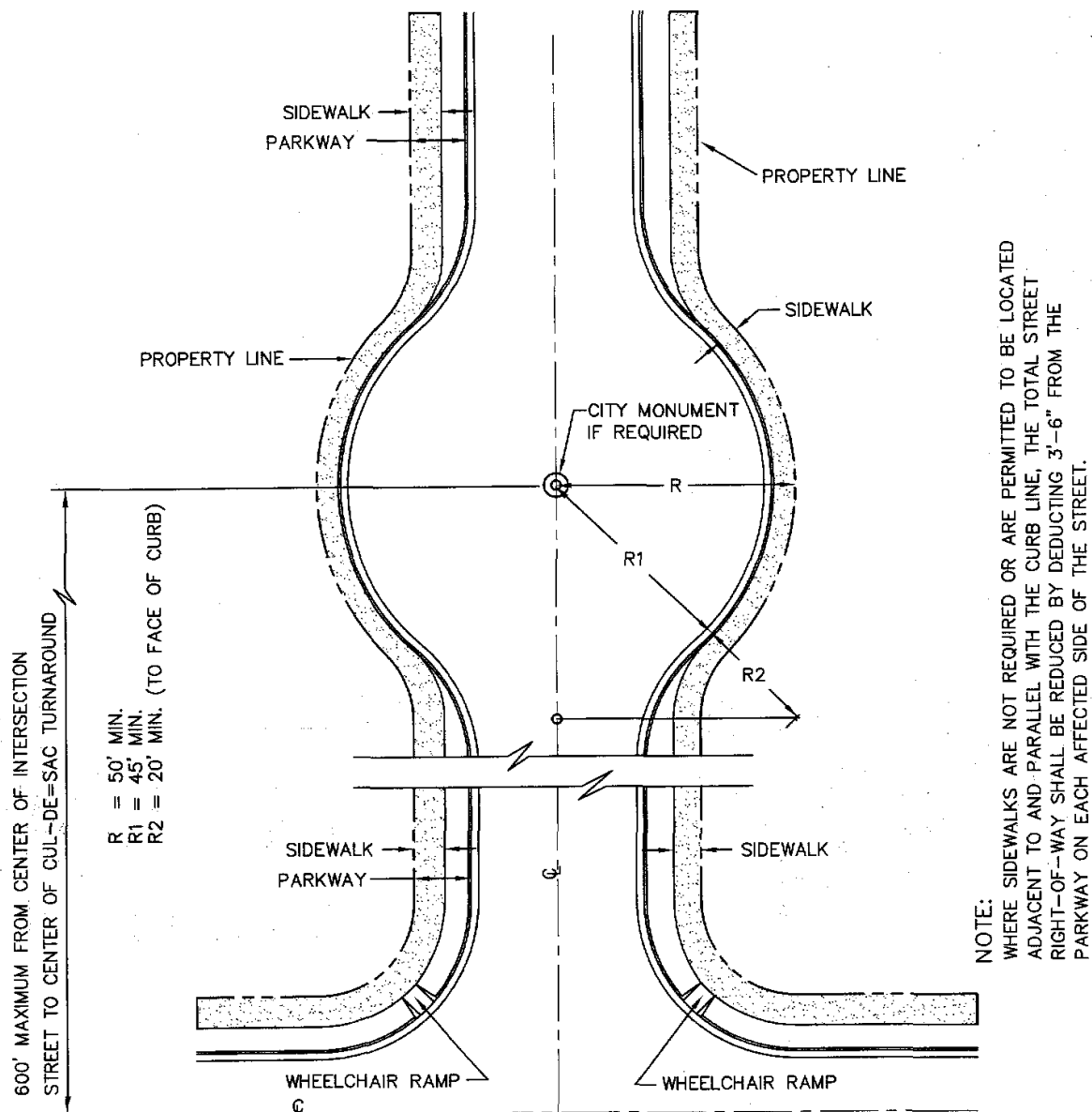
SINGLE EYEBROW
CUL-DE-SAC

3-53

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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DIVIDED MOUNTAIN RESIDENTIAL DUAL EYEBROW CUL-DE-SAC'S MAY BE PERMITTED SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

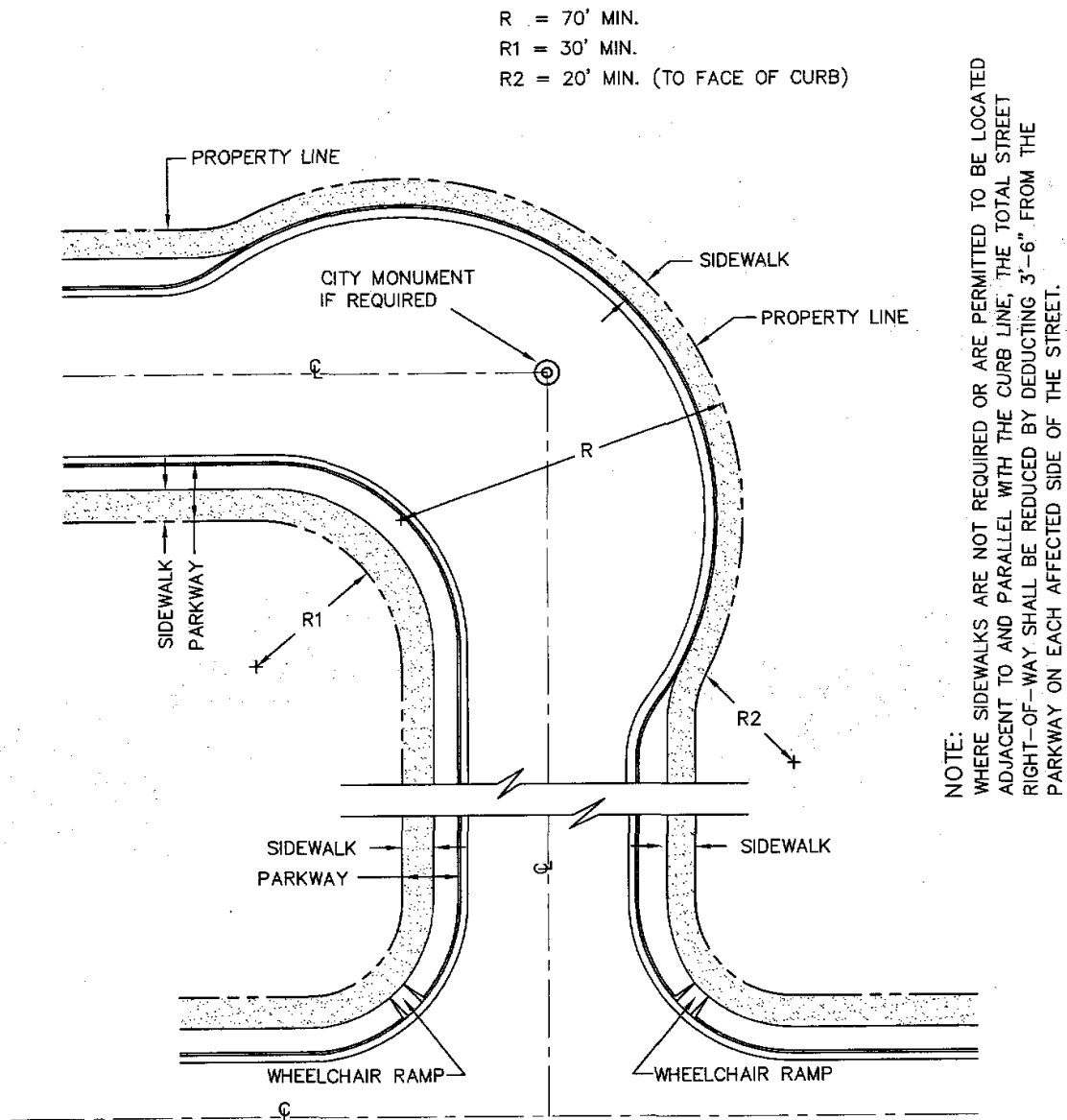
DUAL EYEBROW
CUL-DE-SAC

3-54

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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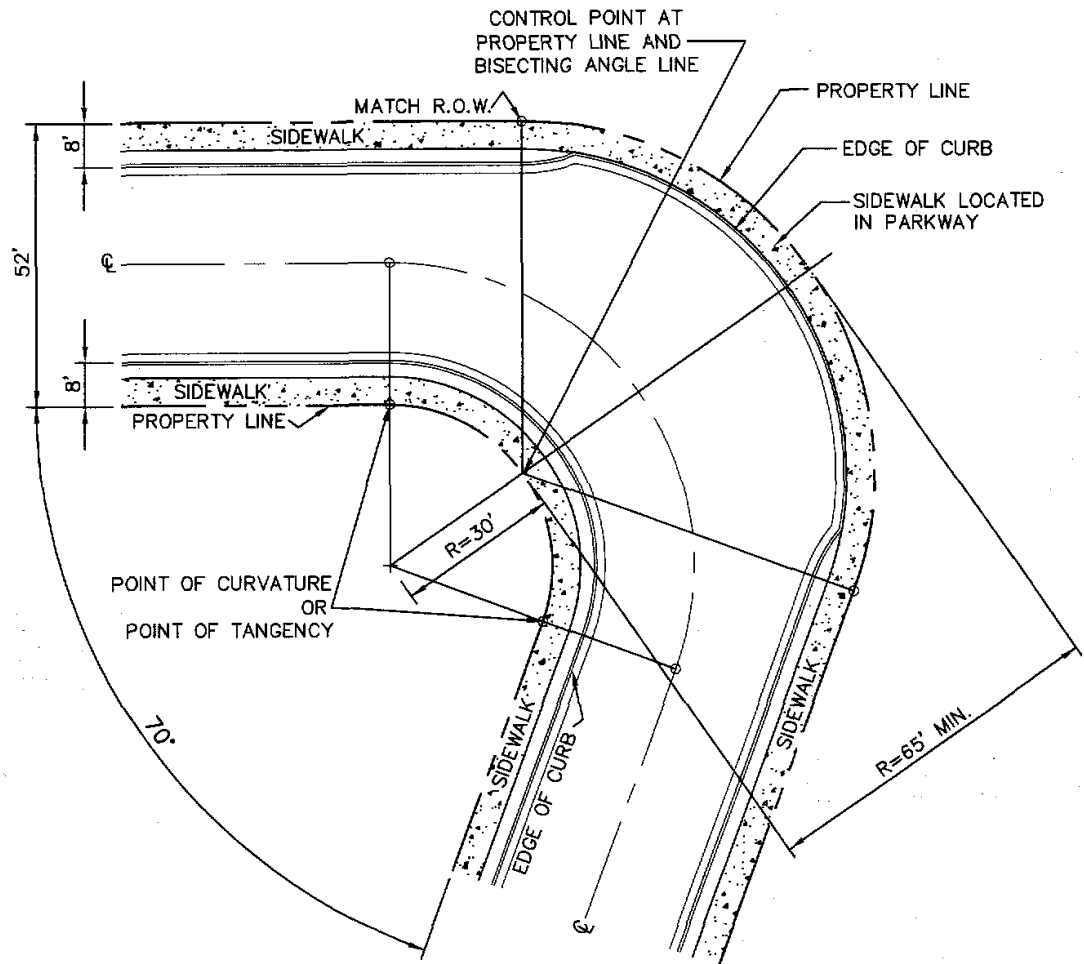
TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
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 FOR CONSTRUCTION

TURNING HEEL CURVE

3-55

Approved By R. A. SHUBERT Checked By H. M. E.
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PROPOSED 70 DEGREE ANGLE (MIN.) TURNING HEEL.

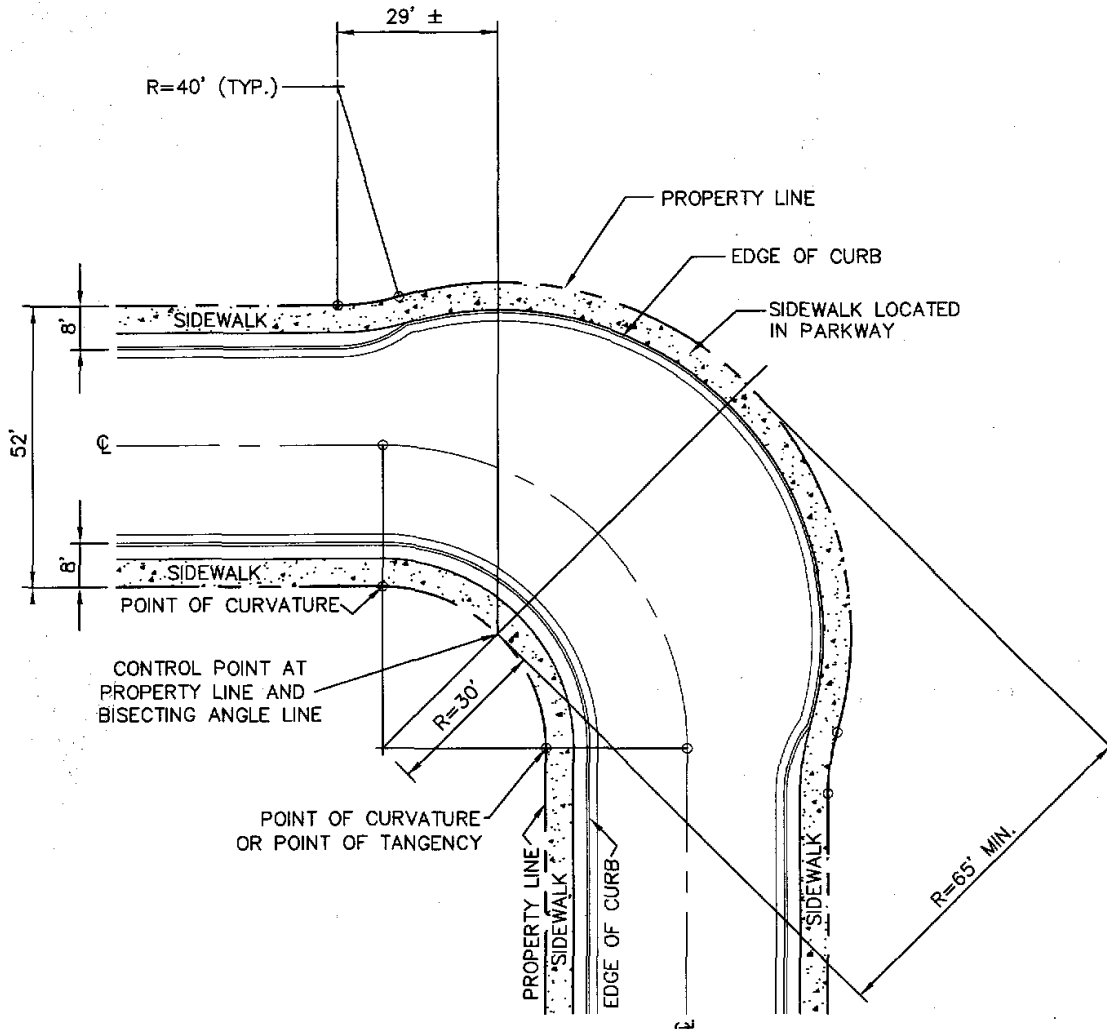


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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

PROPOSED 70 DEGREE
ANGLE (MIN.) TURNING HEEL
3-56

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PROPOSED 90 DEGREE ANGLE TURNING HEEL.



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FOR CONSTRUCTION

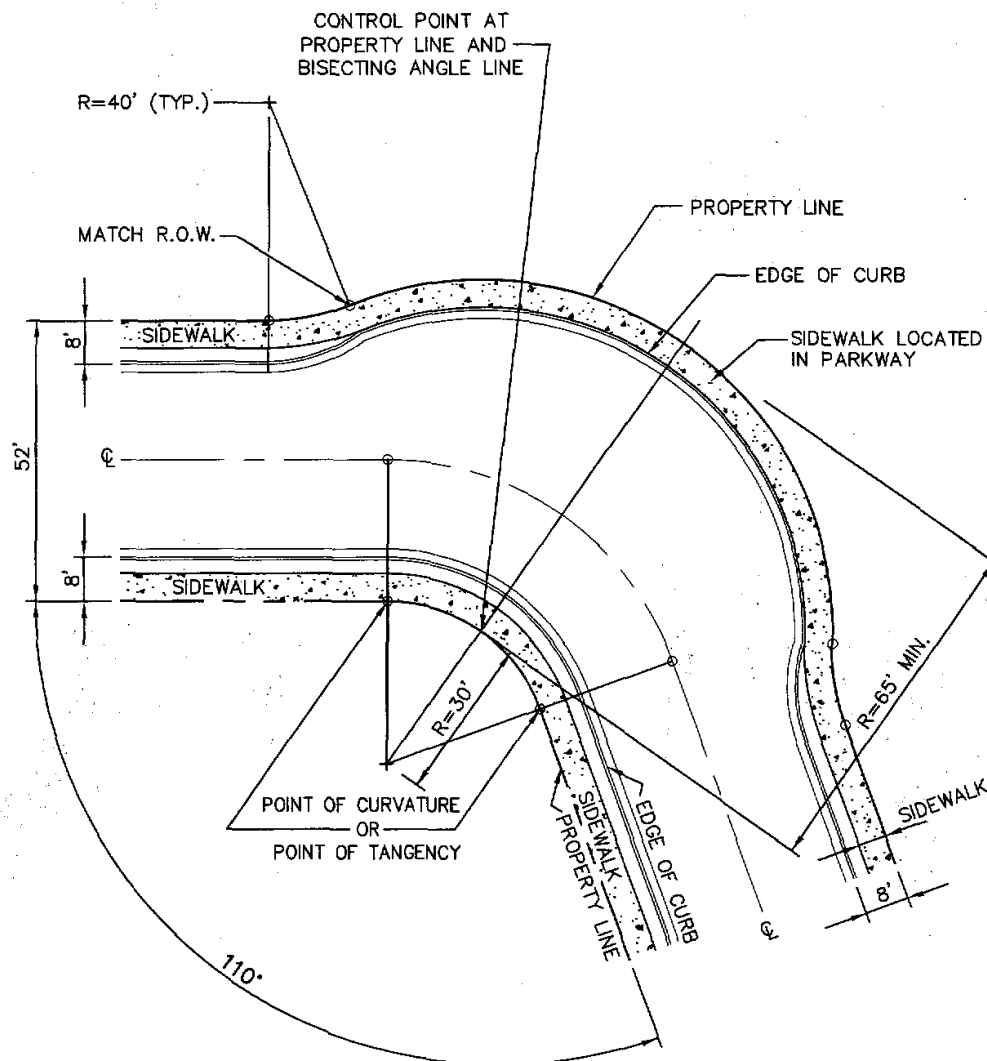
PROPOSED 90 DEGREE
ANGLE TURNING HEEL

3-57

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PROPOSED 110 DEGREE ANGLE (MAX.) TURNING HEEL.



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PROPOSED 110 DEGREE
ANGLE (MAX.) TURNING
HEEL

3-58

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SECTION 4

SECTION 4

FENCING

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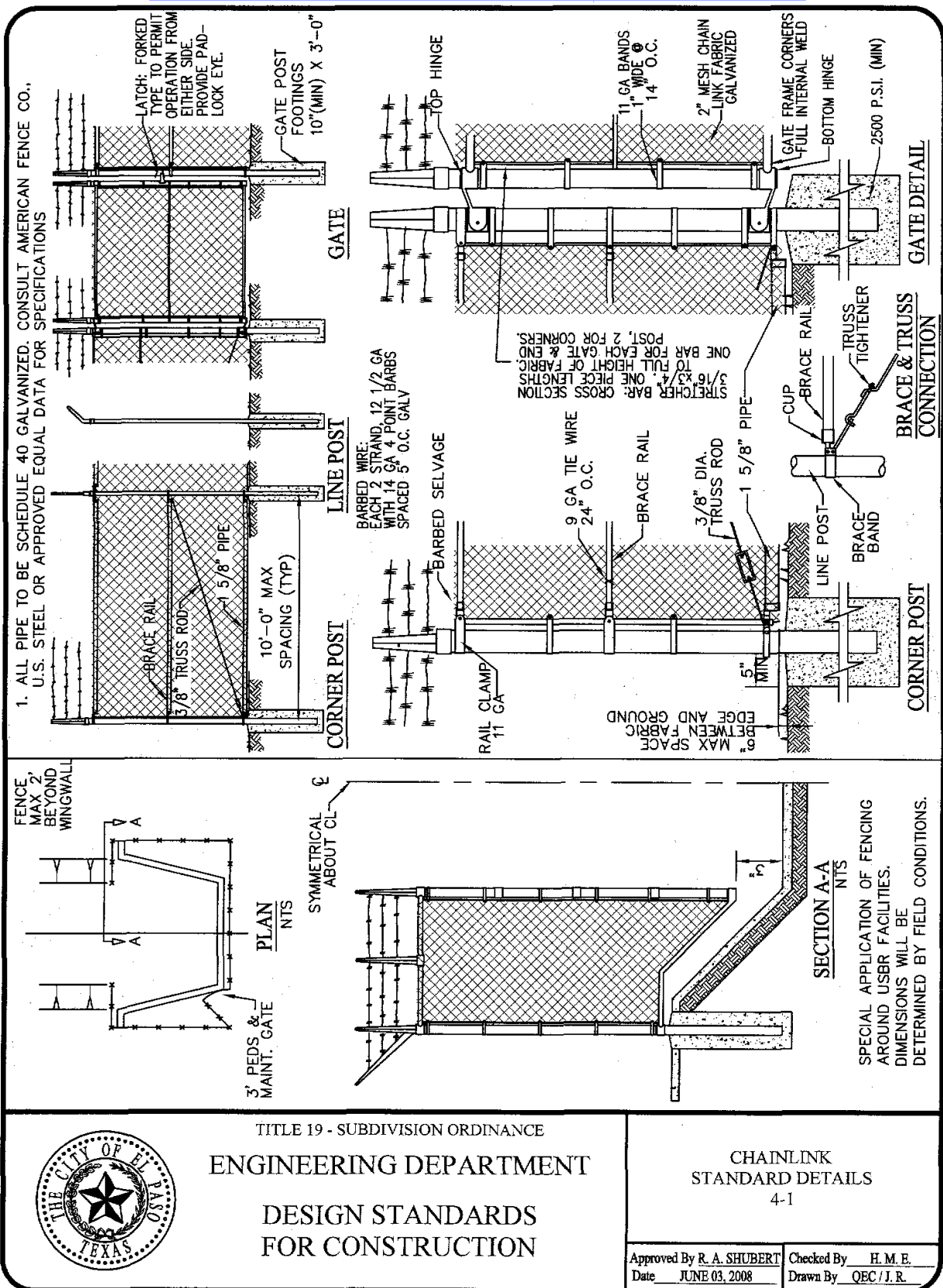
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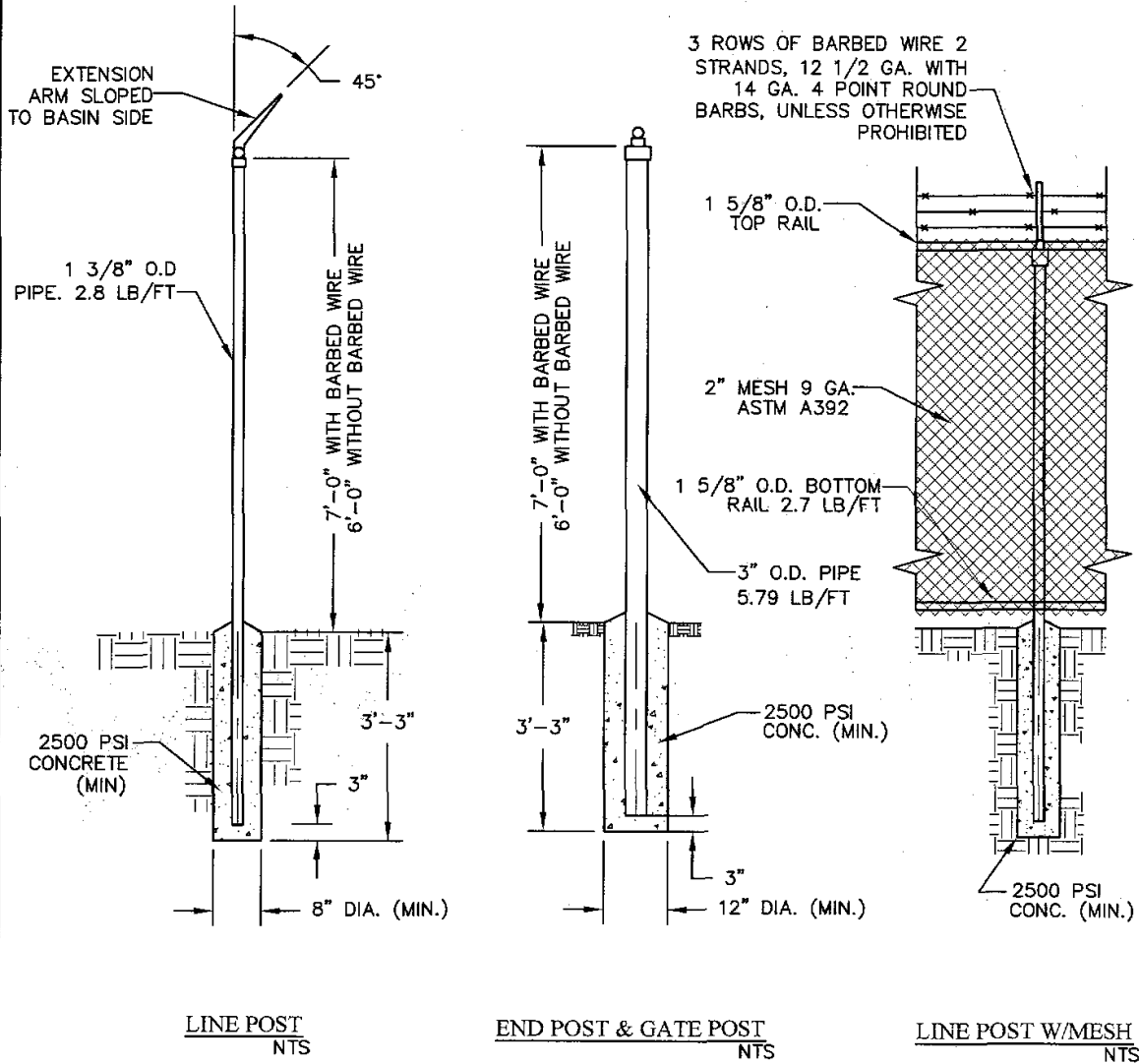
TITLE 19 - SUBDIVISION ORDINANCE
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CHAINLINK
STANDARD DETAILS
4-1

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NOTE : ALL PIPE TO BE SCHEDULE 40

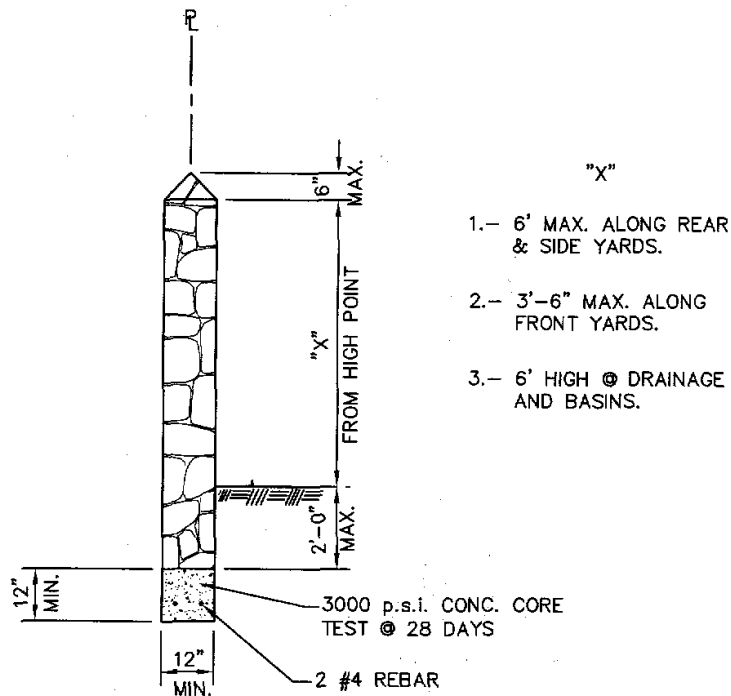


TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

CHAINLINK FENCE
POSTS
4-2

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ROCKWALL ADJACENT TO RESIDENTIAL LOTS

NOTES:

1. STONE FOR ROCKWALL SHALL BE AS NEARLY UNIFORM IN SECTIONS AS IS PRACTICABLE. THE STONE SHALL BE DENSE AND RESISTANT TO AIR AND WATER.
2. MORTAR SHALL BE TYPE "S" 1800 P.S.I. AS PER ASTM C270
3. MASONRY WALLS OVER SIX (6) FEET IN HEIGHT AND THOSE USED FOR EARTH RETENTION OVER TWO (2) FEET SHALL BE DESIGNED AS STRUCTURAL WALLS.
4. WALLS ADJACENT TO PONDING AREAS OR DRAINAGE DITCHES MAY BE CONSTRUCTED OF BRICK OR CINDER BLOCK AND SHALL NOT BE LESS THAN SIX (6) FEET HIGH.
5. ROCKWALL MORTAR JOINTS SHALL NOT EXCEED TWO (2) INCHES.
6. PROVIDE ONE (1) INCH EXPANSION JOINTS AT EVERY 100 FEET.
7. ALL STONE SHALL BE THOROUGHLY SOAKED BEFORE BEING PLACED.
8. NO RIVER ROCK SHALL BE ALLOWED FOR ROCKWALLS.



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FOR CONSTRUCTION

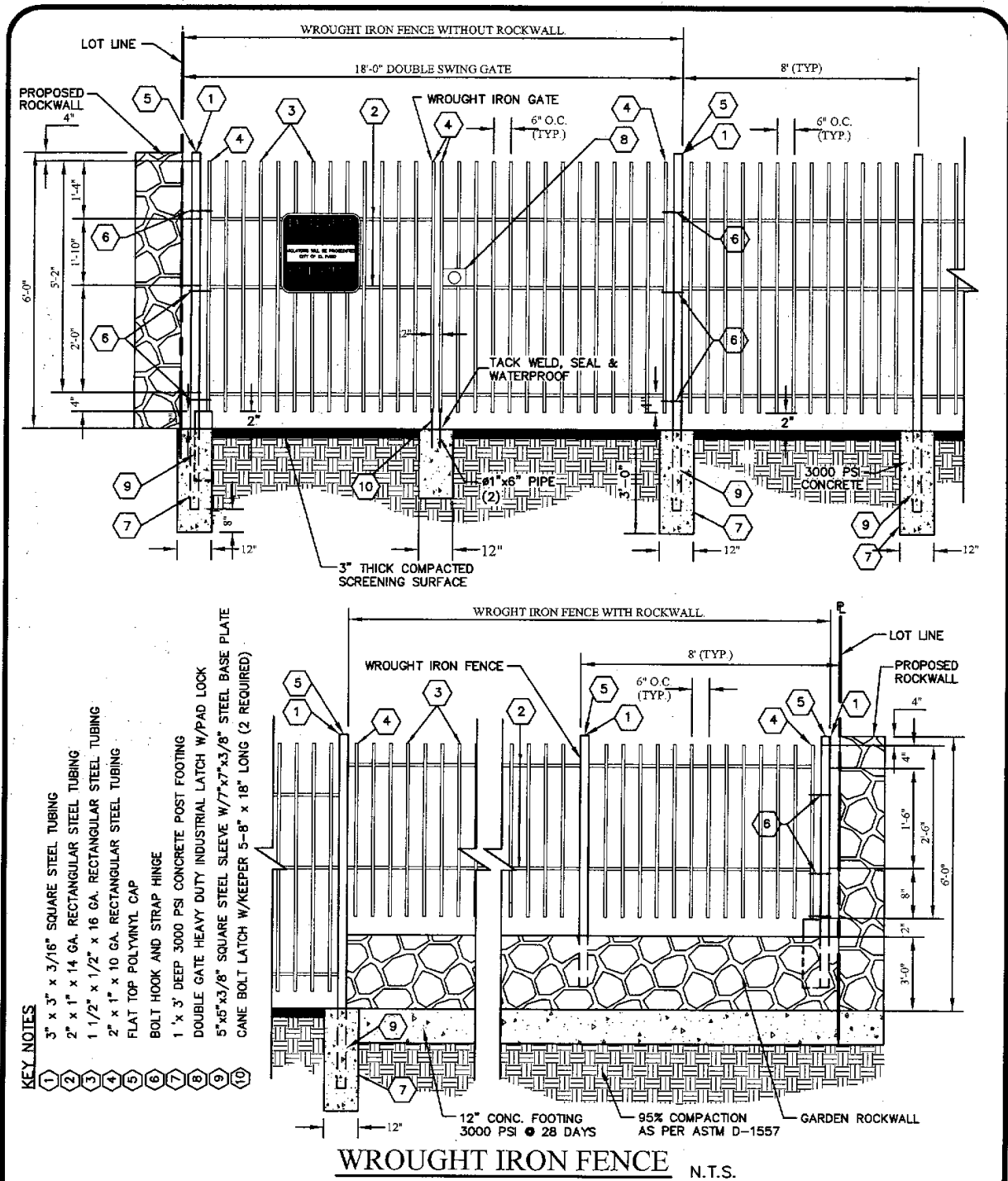
ROCKWALL DESIGN

4-3

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WROUGHT IRON
FENCE AND GATE
DETAIL
4-4

Approved By **R. A. SHUBERT**
Date **JUNE 03, 2008**

Checked By **H. M. E.**
Drawn By **QEC / J. R.**

SECTION 5

SECTION 5

EARTH RETENTION AND EROSION CONTROL

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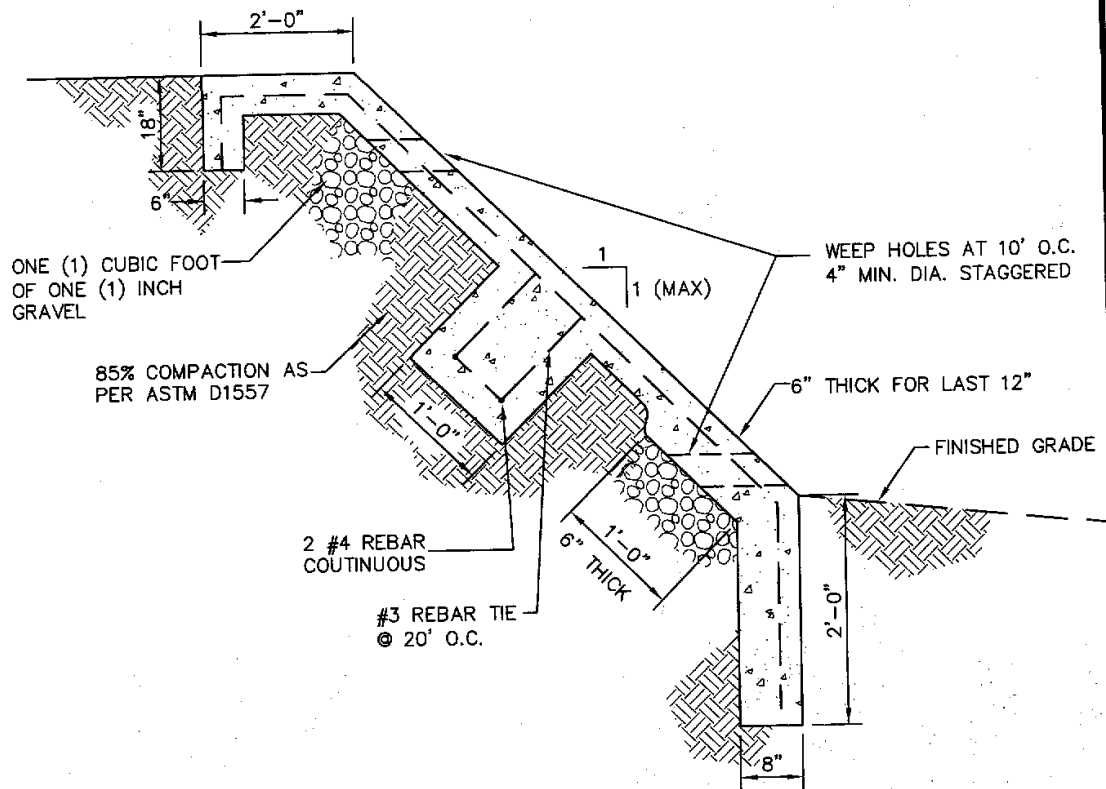


TITLE 19 - SUBDIVISION ORDINANCE
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CONCRETE RIP-RAP DETAIL
SCALE: N.T.S.

NOTES:

1. CONCRETE RIP-RAP SHALL BE PLACED ON EMBANKMENTS OR SLOPES WHERE REQUIRED BY THE CITY ENGINEER FOR EROSION PROTECTION, EXCEPT FOR PONDING AREAS. (REFER TO SECTION 2)
2. CONCRETE RIP-RAP SHALL BE A MINIMUM OF 4" CONCRETE.
3. CONCRETE TO BE 3000 PSI WITH MIN. 6x6x#10 WWF
4. FOR SLOPES GREATER THAN 1:1 OR VERTICAL HEIGHT OF MORE THAN SIX(6) FEET, THE RIP-RAP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER.
5. PROVIDE ONE (1) INCH EXPANSION JOINT AT EVERY FIFTY (50) FEET WITH #6 DOWELS AT 18 INCHES O.C.
6. PROVIDE DUMMY JOINTS AT TEN (10) FEET O.C.



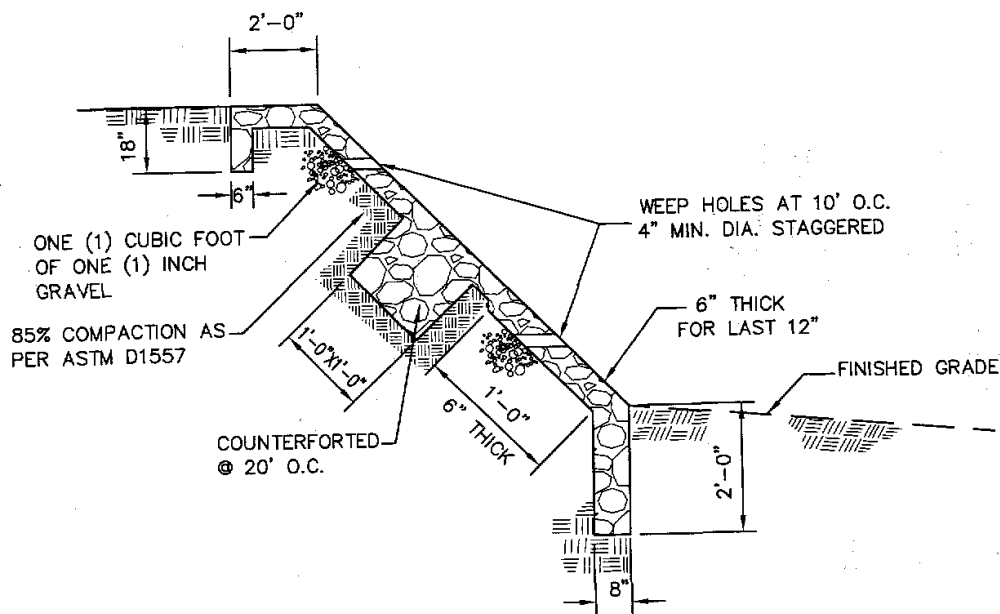
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE
RIP RAP
5-1

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ROCK RIP-RAP DETAIL

NOTES:

1. ROCK RIP-RAP SHALL BE PLACED ON EMBANKMENTS OR SLOPES WHERE REQUIRED BY THE CITY ENGINEER FOR EROSION PROTECTION, EXCEPT FOR PONDING AREAS. (SEE SECTION 2)
2. ROCK RIP-RAP SHALL BE A MINIMUM OF 8" MORTARED ROCK.
3. STONE FOR ROCK RIP RAP SHALL BE AS NEARLY UNIFORM IN SECTION AS IS PRACTICABLE. STONE SHALL BE QUARRIED; FRACTURED RIVERROCK SHALL NOT BE PERMITTED.
4. MORTAR FOR ROCK RIP-RAP SHALL BE TYPE S, 1800 P.S.I. AS PER ASTM C270.
5. FOR SLOPES GREATER THAN 1:1 OR VERTICAL HEIGHT OF MORE THAN SIX (6) FEET, THE RIP RAP SHALL BE DESIGNED BY A PROFESSIONAL ENGINEER.
6. PROVIDE ONE (1) INCH EXPANSION JOINT AT EVERY FIFTY (50) FEET.
7. PROVIDE DUMMY JOINTS AT TEN (10) FEET O.C.
8. NON-MORTARED ROCK RIP RAP SHALL BE ALLOWED WHERE APPROVED BY THE CITY ENGINEER.



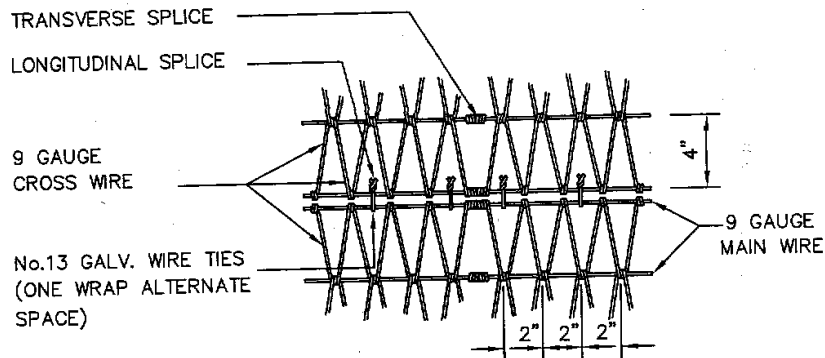
TITLE 19 - SUBDIVISION ORDINANCE
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ROCK RIP RAP
5-2

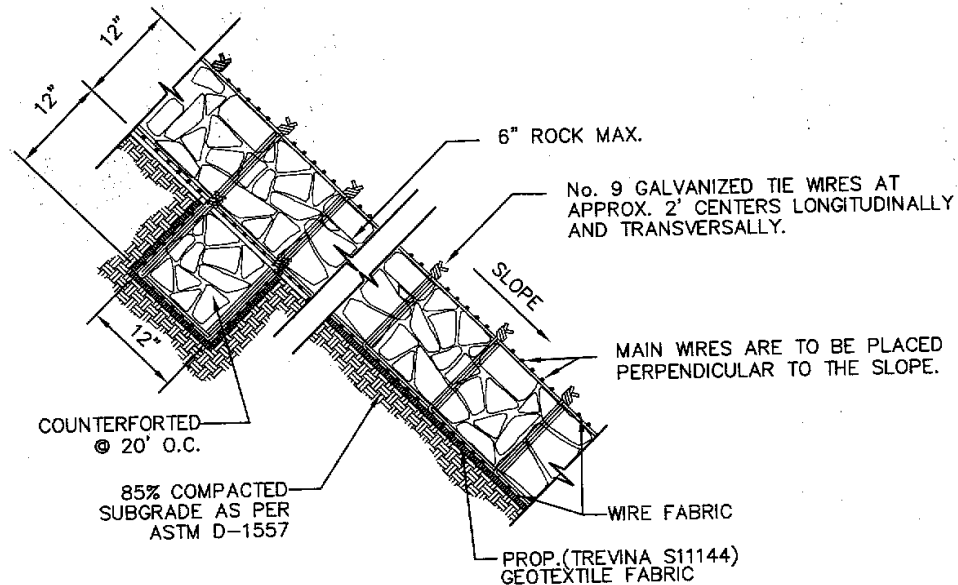
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WIRE FABRIC AND SPLICE DETAIL (FOR NON-COHESIVE SOIL) N.T.S.



TYPICAL SECTION

WIRE WRAPPED RIP-RAP DETAIL N.T.S.



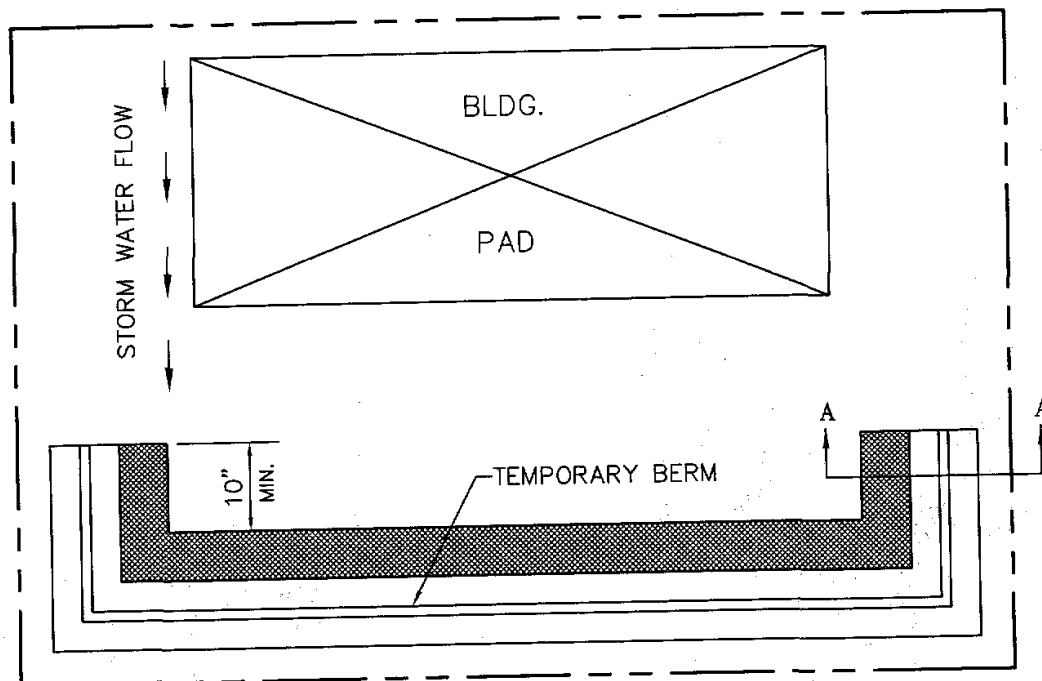
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WIRE WRAPPED
RIP-RAP
5-3

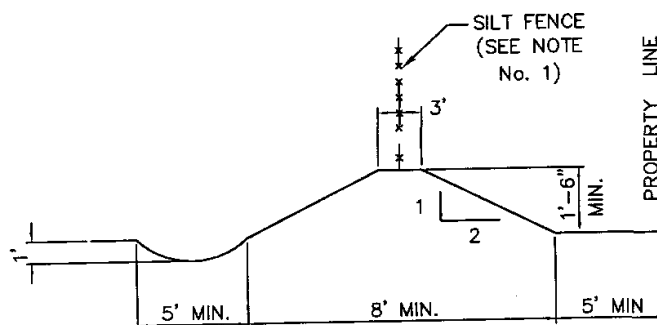
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TYPICAL LOT LAYOUT FOR EROSION CONTROL
N.T.S.



NOTE:
1.- SILT FENCE SHALL BE PROVIDED PRIOR TO GRADING OF SITE
AND IF THE SITE HAS SANDY SOIL CONDITIONS.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TEMPORARY
EROSION CONTROL
5-4

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Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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SIDEWALKS, DRIVEWAYS AND CURB RAMPS

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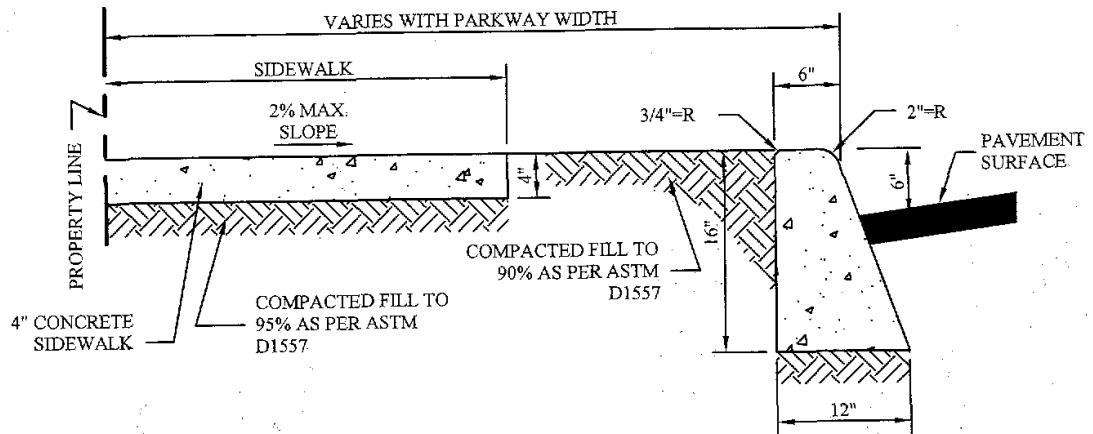


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ENGINEERING DEPARTMENT
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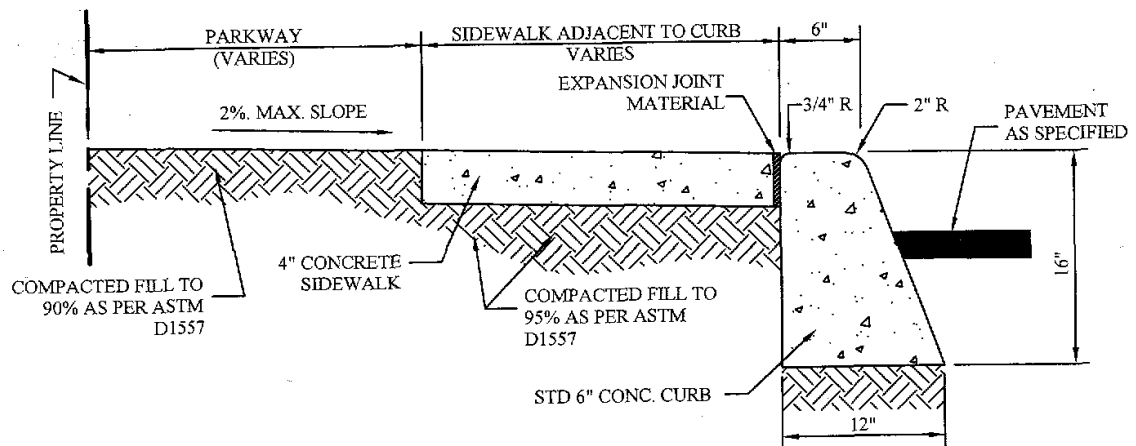
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STANDARD CURB & SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MIN.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.



STANDARD 6" CURB WITH SIDEWALK SECTION



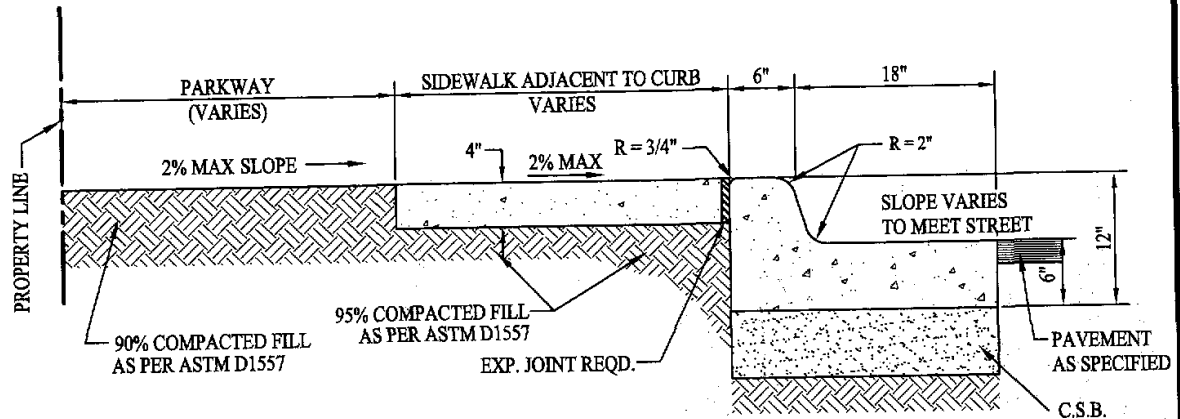
TITLE 19 - SUBDIVISION ORDINANCE
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CURB WITH
SIDEWALK SECTION

6-1

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Date JUNE 03, 2008 Drawn By QEC / J. R.

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CURB & GUTTER WITH SIDEWALK SECTION

C.S.B.

NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5'O.C. FOR SIDEWALK.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS, AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.



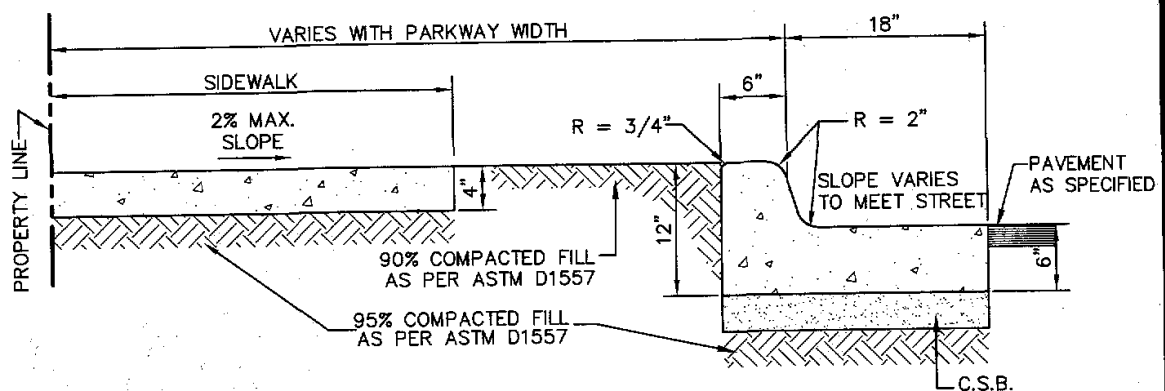
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SIDEWALK ADJACENT
TO CURB SECTION
6-2

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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CURB & GUTTER WITH SIDEWALK SECTION

NOTES:

1. CONCRETE SHALL BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR CURB & GUTTER AND 5' O.C. FOR SIDEWALK.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20' ON CENTER FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.



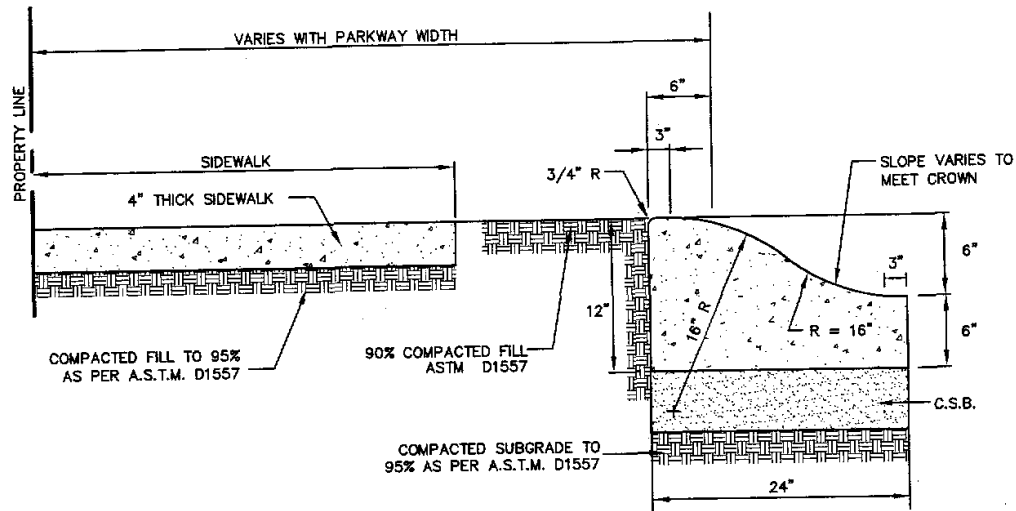
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CURB WITH
SIDEWALK SECTION
 6-3

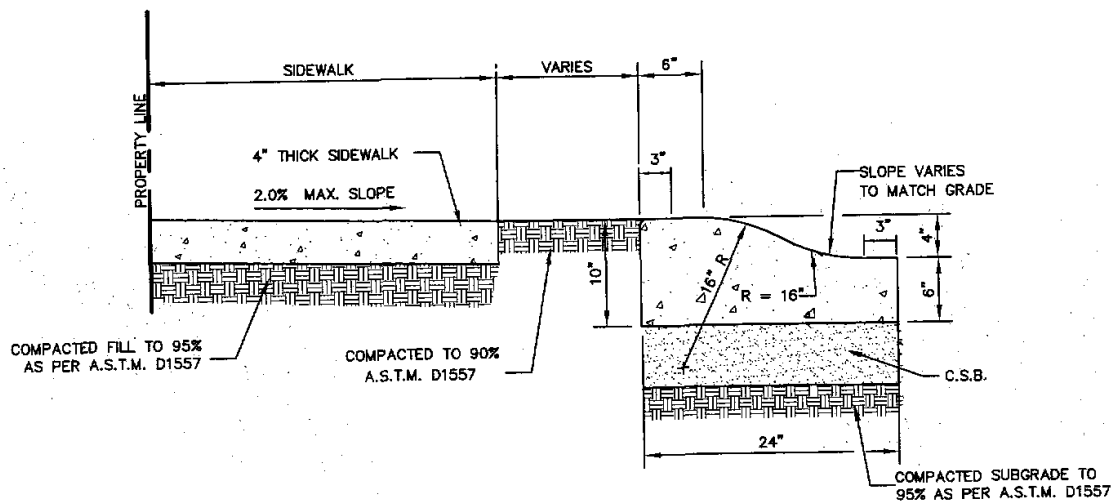
Approved By R. A. SHUBERT
 Date JUNE 03, 2008

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6" ROLLED CURB WITH SIDEWALK SECTION



4" ROLLED CURB WITH SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MINIMUM.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION JOINT MATERIAL REQUIRED AT CURB RETURNS, AND AT 20' O.C. FOR SIDEWALKS WITH 1/2" PRE-MOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. PROVIDE EXPANSION JOINT MATERIAL WHERE SIDEWALK MEETS CURB, AND AT ALL SIDES WHERE CONCRETE PARKWAY MEETS SIDEWALK AND CURB.



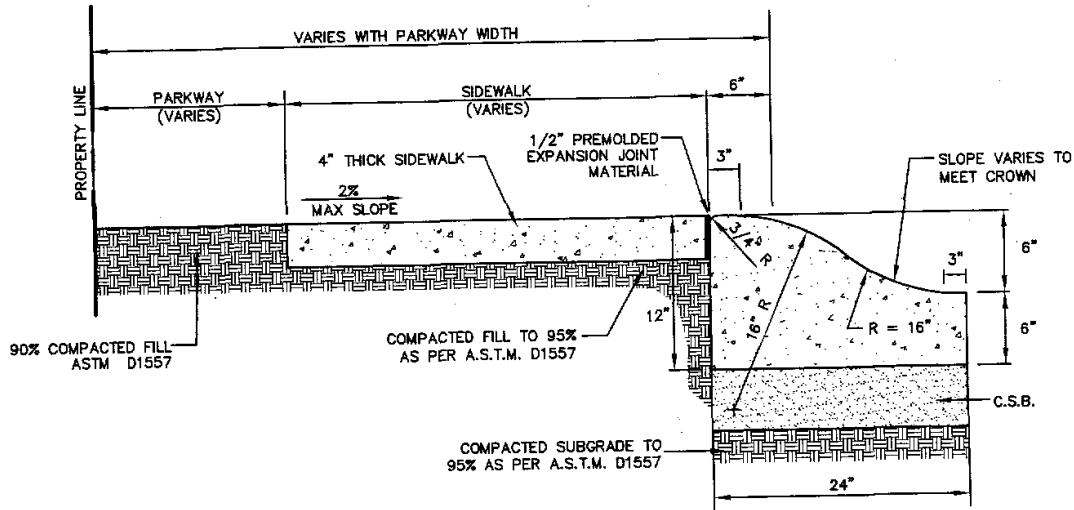
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ROLLED CURB
SECTIONS
6-4

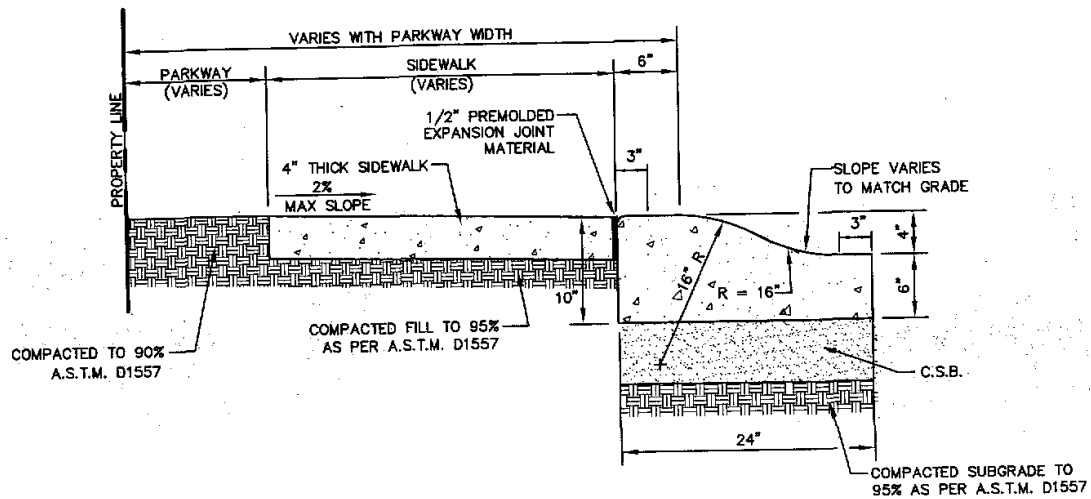
Approved By R. A. SHUBERT
Date JUNE 03, 2008

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6" ROLLED CURB WITH SIDEWALK SECTION



4" ROLLED CURB WITH SIDEWALK SECTION

- NOTES:
1. CONCRETE SHALL BE 3000 P.S.I. MINIMUM.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALK.
 3. EXPANSION JOINT MATERIAL REQUIRED AT CURB RETURNS, AND AT 20' O.C. FOR SIDEWALKS WITH 1/2" PRE-MOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. PROVIDE EXPANSION JOINT MATERIAL WHERE SIDEWALK MEETS CURB, AND AT ALL SIDES WHERE CONCRETE PARKWAY MEETS SIDEWALK AND CURB.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

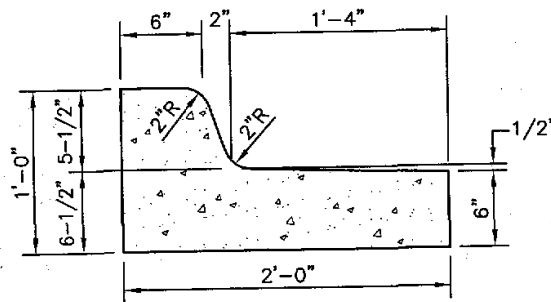
ROLLED CURB SECTIONS
WITH SIDEWALK
AGAINST CURB
6-5

Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QEC/J.R.

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THE FOLLOWING CURB STANDARDS (PLATES 6-6 THROUGH 6-11) CAN ONLY BE USED WITH APPROVAL BY THE CITY ENGINEER.

FOR USE ON ALL CITY STREETS WHERE THE ROADWAY IS SUPERELEVATED. I.E. THE PAVEMENT SLOPES AWAY FROM THE CURB AND DRAINAGE IS TO BE DIVERTED FROM THE GUTTER SECTION.



TYPE "A" MODIFIED CURB & GUTTER
N.T.S.



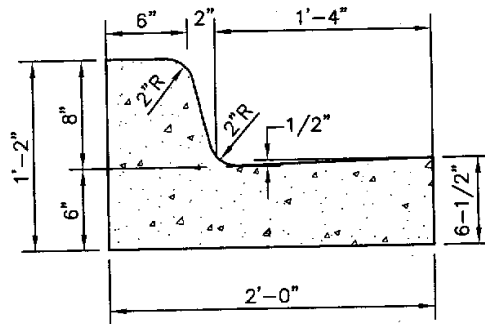
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPE "A" MODIFIED CURB
AND GUTTER
6-6

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Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

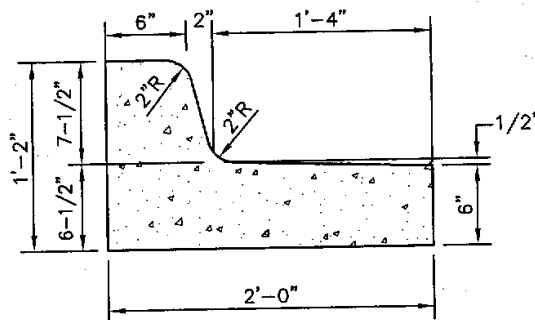
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FOR USE ON ALL CITY STREET CLASSIFICATIONS AS A FUNCTION OF DRAINAGE AND TRAFFIC CONTROL. IT IS PERMISSIBLE TO MIX CURB HEIGHTS OF 6" & 8" WHEN APPROPRIATE FOR PROPER DRAINAGE CONVEYANCE. MINIMUM TRANSITION LENGTH OF 10' FROM 6" TO 8" CURB.
8" CURB NOT RECOMMENDED FOR STREETS WITH ON-STREET PARKING.



TYPE "B" 8" CURB & GUTTER
N.T.S.

FOR USE ON CITY STREETS WHERE THE ROADWAY IS SUPERELEVATED, I.E. THE PAVEMENT SLOPES AWAY FROM THE CURB AND DRAINAGE IS TO BE DIVERTED.



TYPE "C" 8" MODIFIED CURB & GUTTER
N.T.S.



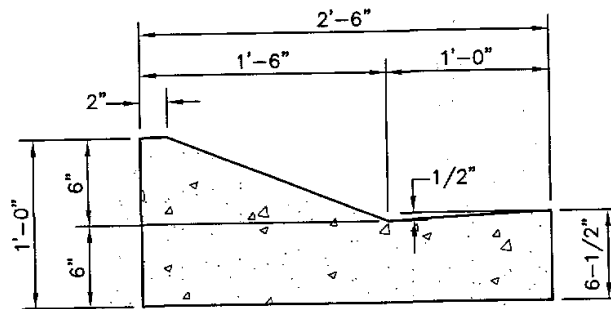
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPE "B" AND "C" CURB
AND GUTTER
6-7

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Date JUNE 03, 2008

Checked By H. M. E.
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TYPE "D" DRIVE OVER CURB & GUTTER
N.T.S.



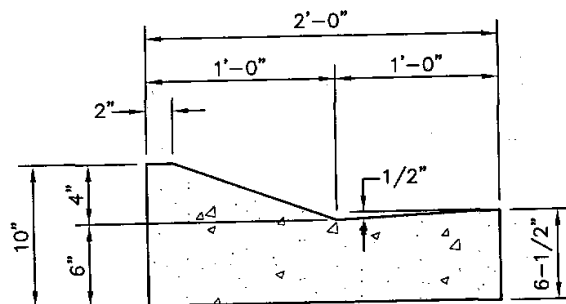
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPE "D" CURB AND
GUTTER
6-8

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Date JUNE 03, 2008

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TYPE "E" DRIVE OVER CURB & GUTTER
N.T.S.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
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FOR CONSTRUCTION

TYPE "E" CURB

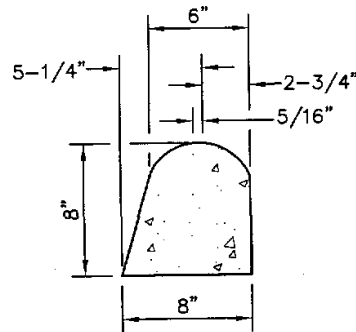
6-9

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

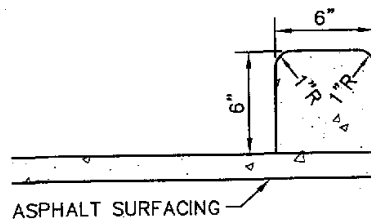
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FOR USE ON STREETS WHERE THE ESTIMATED EXPANSION OF THE ROAD IS TO OCCUR WITHIN THE NEXT FIVE (5) YEARS.



TYPE "F" TEMPORARY ASPHALT CURB
N.T.S.

FOR USE ON STREETS WHEN EXPANSION TO THE CENTER IS PLANNED IN EXCESS OF FIVE (5) YEARS. NO DRAINAGE IS TO BE CONVEYED IN OR ON THE MEDIAN. CURB IS TO BE REMOVED.



TYPE "G" TEMPORARY EXTRUDED CONCRETE MEDIAN CURB
N.T.S.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

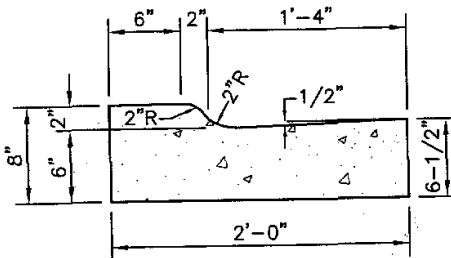
TEMPORARY CURB
TYPES "F" AND "G"
6-10

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
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CAN BE USED ON DRIVEWAYS WITH
APPROVAL BY THE CITY ENGINEER: EXCEPT
WHERE ROLLOVER OR MOUNTABLE CURBING
IS INSTALLED.



TYPE "H" DRIVEWAY CURB
N.T.S.



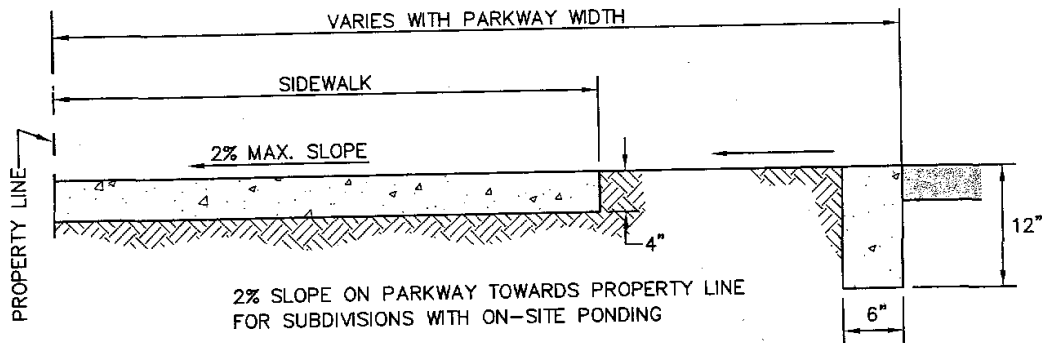
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FOR CONSTRUCTION

TYPE "H"
DRIVEWAY CURB
6-11

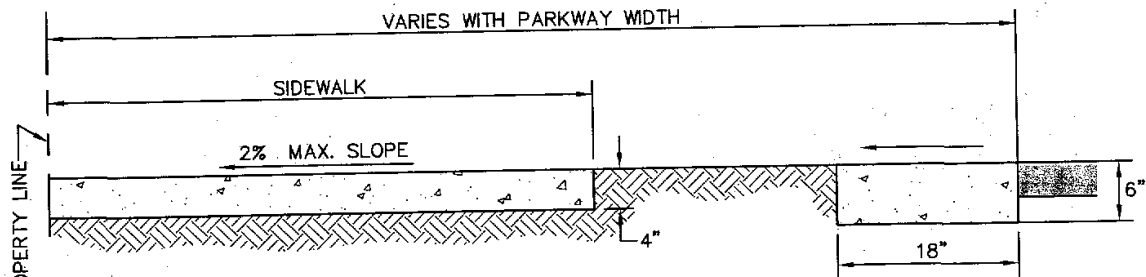
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Date JUNE 03, 2008

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HEADER FOR EXPANSIVE SOIL



HEADER FOR ROCKY OR MOUNTAINOUS TERRAIN

NOTES:

1. CONCRETE TO BE 3000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALKS.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS AND AT 20" O.C. FOR SIDEWALKS WITH 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
5. EXPANSION JOINTS REQUIRED FOR SIDEWALK AT 20' O.C.

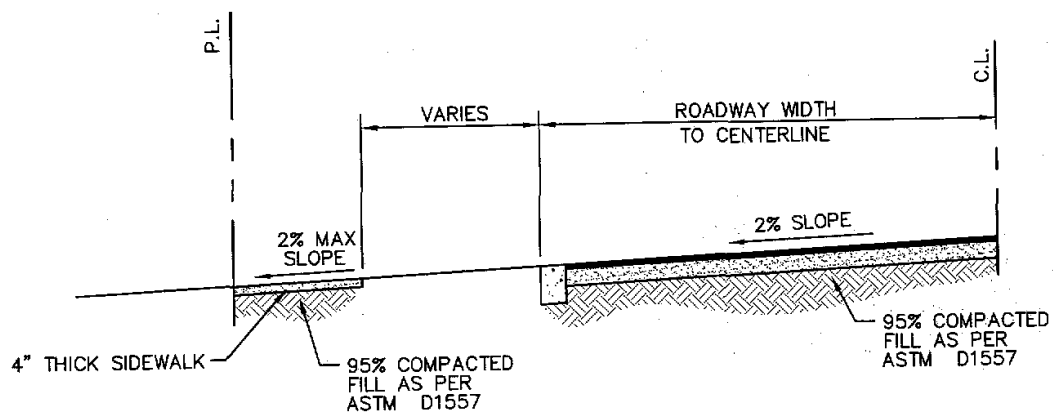


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE HEADER WITH
SIDEWALK SECTION
6-12

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QBC/J.R.

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SIDEWALK FOR ON-SITE PONDING

NOTES:

1. CONCRETE FOR HEADERS AND SIDEWALKS SHALL BE 3000 P.S.I. (MIN.).
2. DUMMY JOINT AT 5'-0" O.C., MINIMUM 1/2" PREMOLDED ASPHALT IMPREGNATED EXPANSION JOINT AT 20' O.C. (SIDEWALK ONLY)



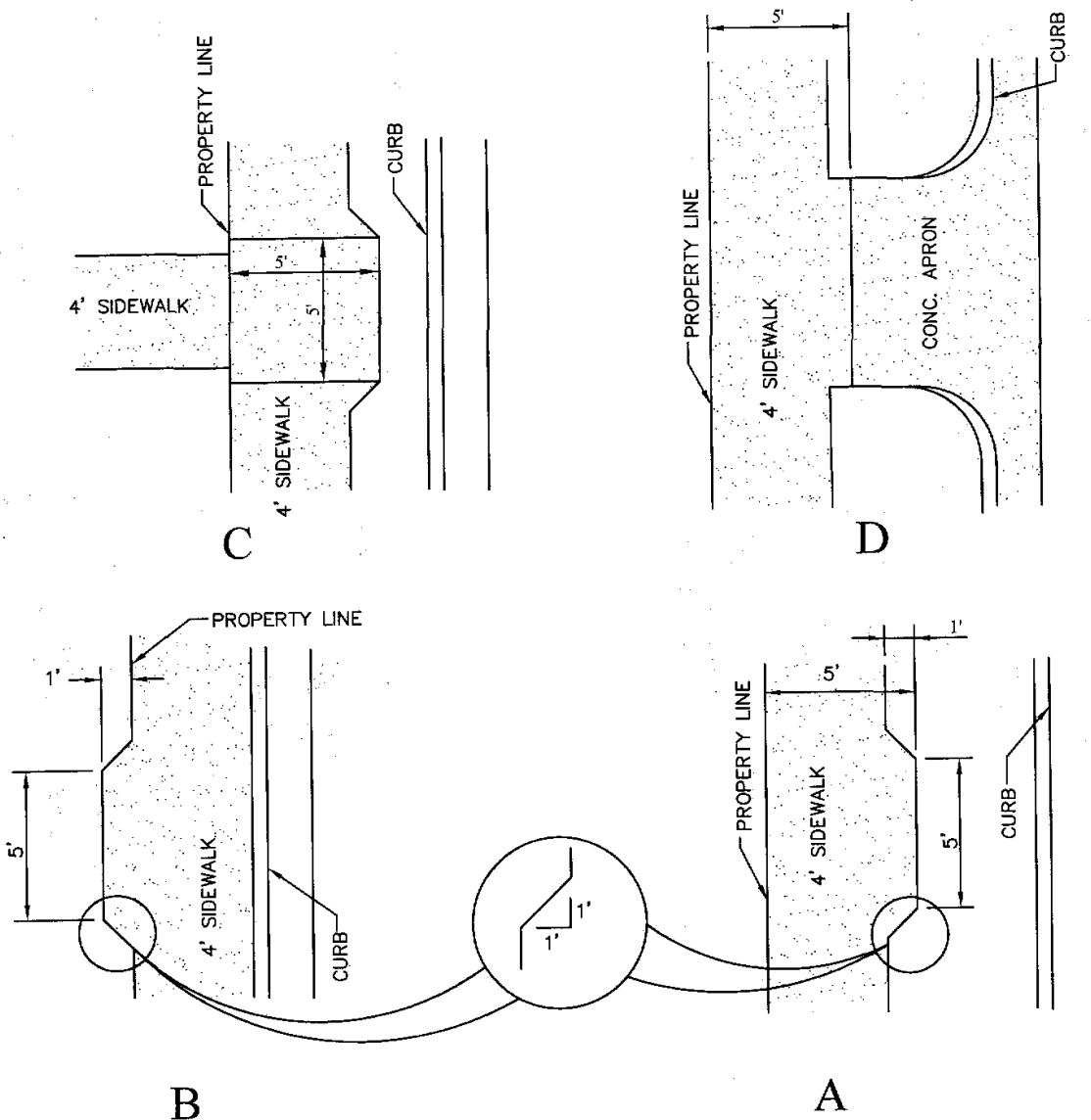
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SIDEWALK FOR
ON-SITE PONDING
6-13

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Date JUNE 03, 2008

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ACCESSIBLE PASSING SPACE DESIGN FOR 4 FT. SIDEWALKS

(SHALL BE SPACED AT EVERY 200' MAXIMUM)



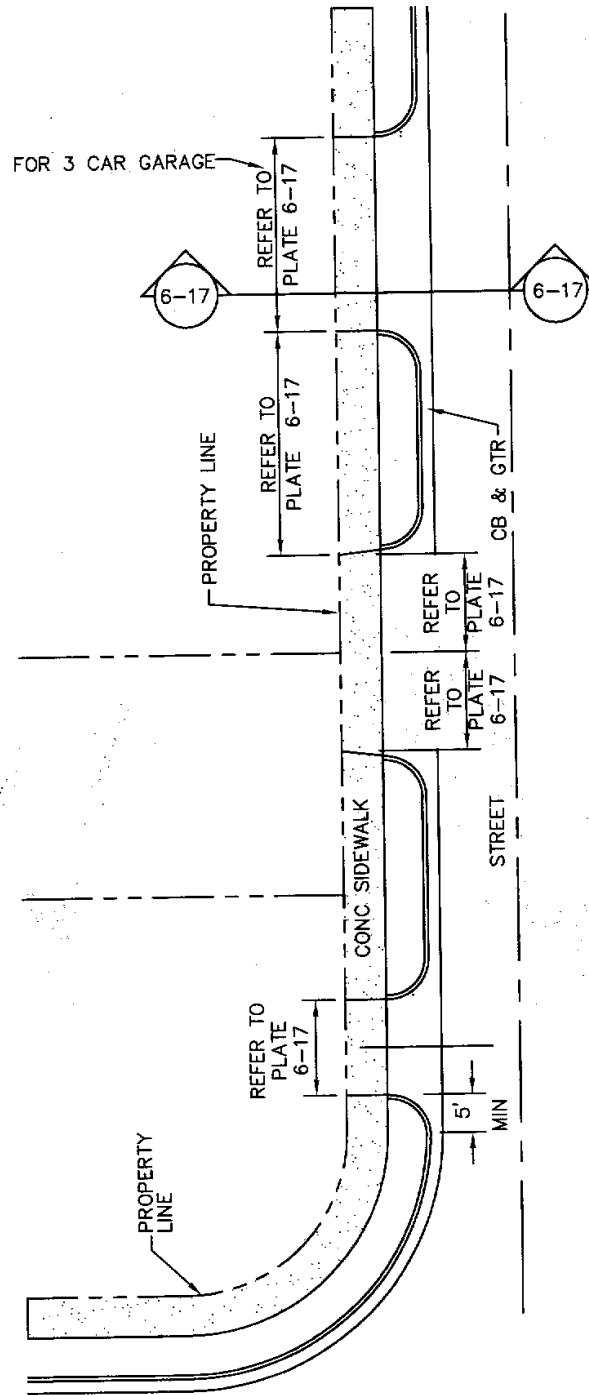
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ACCESSIBLE PASSING
SPACE DESIGN
6-14

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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RESIDENTIAL DRIVEWAY
NTS

NOTE:
A MINIMUM PARKING SPACE LENGTH OF TWENTY (20) FEET SHALL BE PROVIDED MEASURED FROM THE PROPERTY LINE TO A GARAGE, CARPORT OR PARKING SPACE.



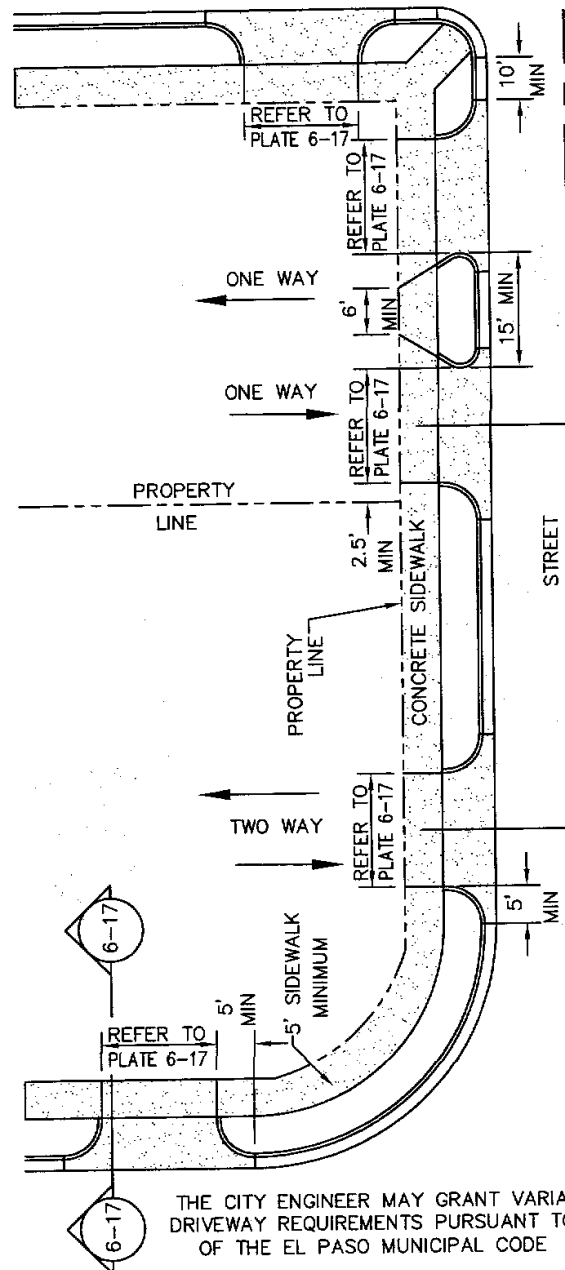
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL DRIVEWAYS
6-15

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COMMERCIAL/INDUSTRIAL DRIVEWAYS

NTS



TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

COMMERCIAL /
INDUSTRIAL DRIVEWAYS

6-15A

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Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC/J. R.

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Type I and Type II Two-Way Driveway Standards

Driveway	Type of Development	Curb				Minimum Edge to Edge Spacing Between Drives (ft.)
		Width (ft.)		Radius (ft.)		
		Min.	Max.	Min.	Max.	
Type I	Single-Family-60' lots	10	20	5	5	10
	Less than 60' lots, Duplex and Townhouse	15	25	10	10	20
	Multi-Resident Apartments	25	30*	10	10	20
Type II	Office, Commercial and Parking Lots	25	35	10	15	20
	Industrial	24	45	10	15	20
	Banks, Service Stations, and Convenience Stores with Gasoline Pumps	25	35**	10	15	1/3 x Frontage

* On 50 MPH streets

** Special approval required by City Engineer, or designee depending on location, traffic count, speed and angle of driveway

(TO BE MODIFIED BY THE CITY OF EL PASO TRAFFIC AND TRANSPORTATION DEPARTMENT)



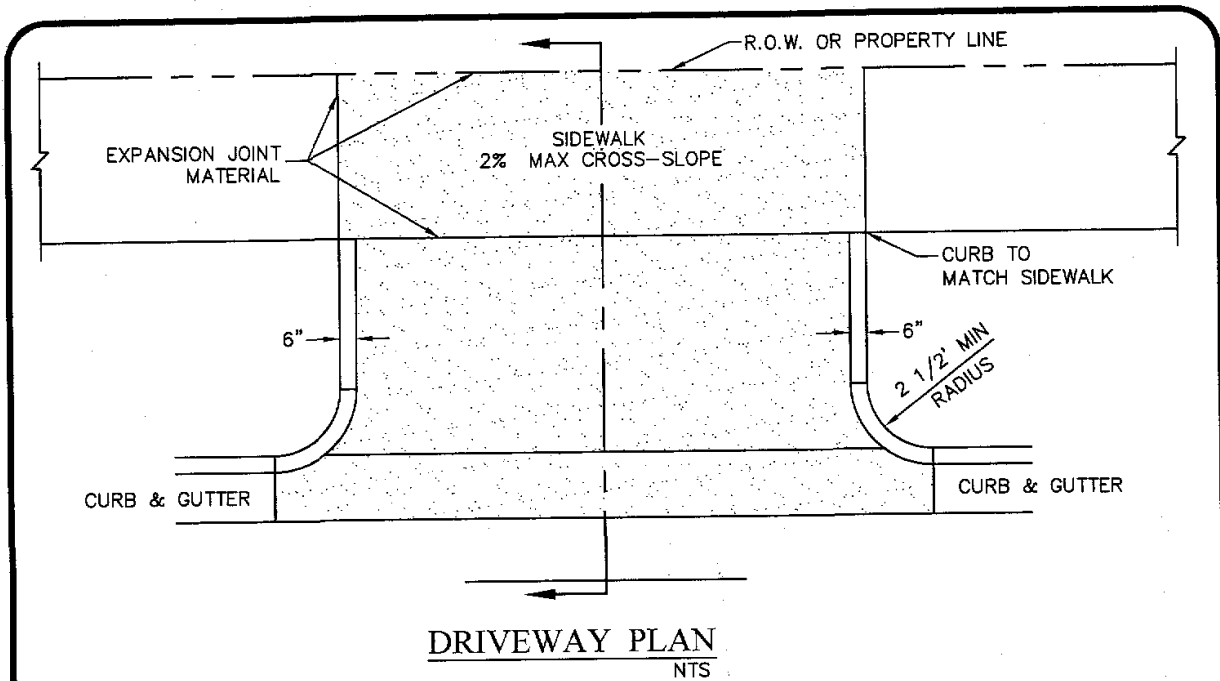
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

DRIVEWAY
APPROACHES
6-16

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / I. R.

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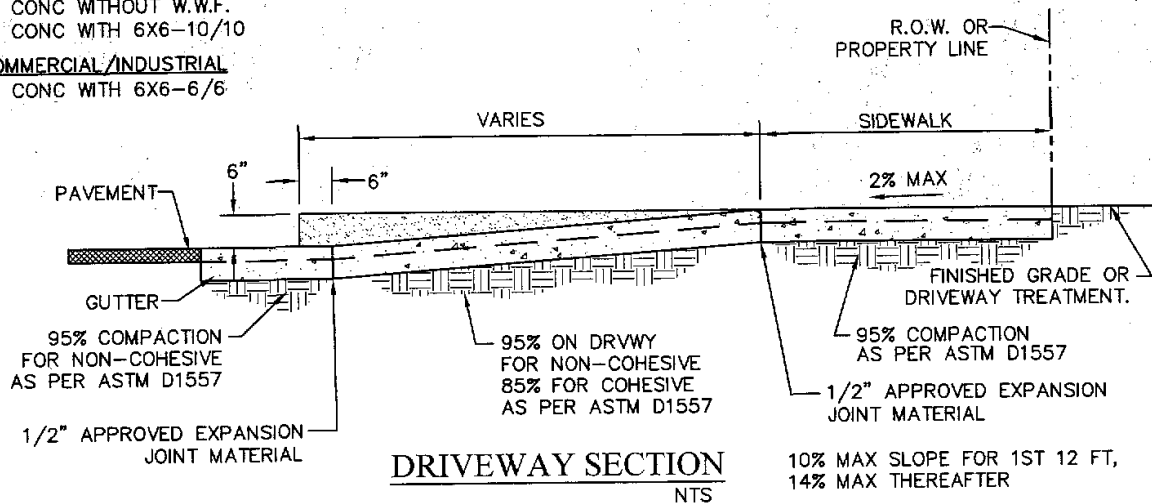
DRIVEWAY WIDTH	MIN	MAX
COMMERCIAL/INDUSTRIAL	24'	35'
RESIDENTIAL (SINGLE FAMILY 60' LOTS)	10'	20'
LESS THAN 60' LOTS, DUPLEX, AND TOWNHOMES (REFER TO PLATE 6-16)	15'	25'

RESIDENTIAL

6" CONC WITHOUT W.W.F.
4" CONC WITH 6X6-10/10

COMMERCIAL/INDUSTRIAL

6" CONC WITH 6X6-6/6



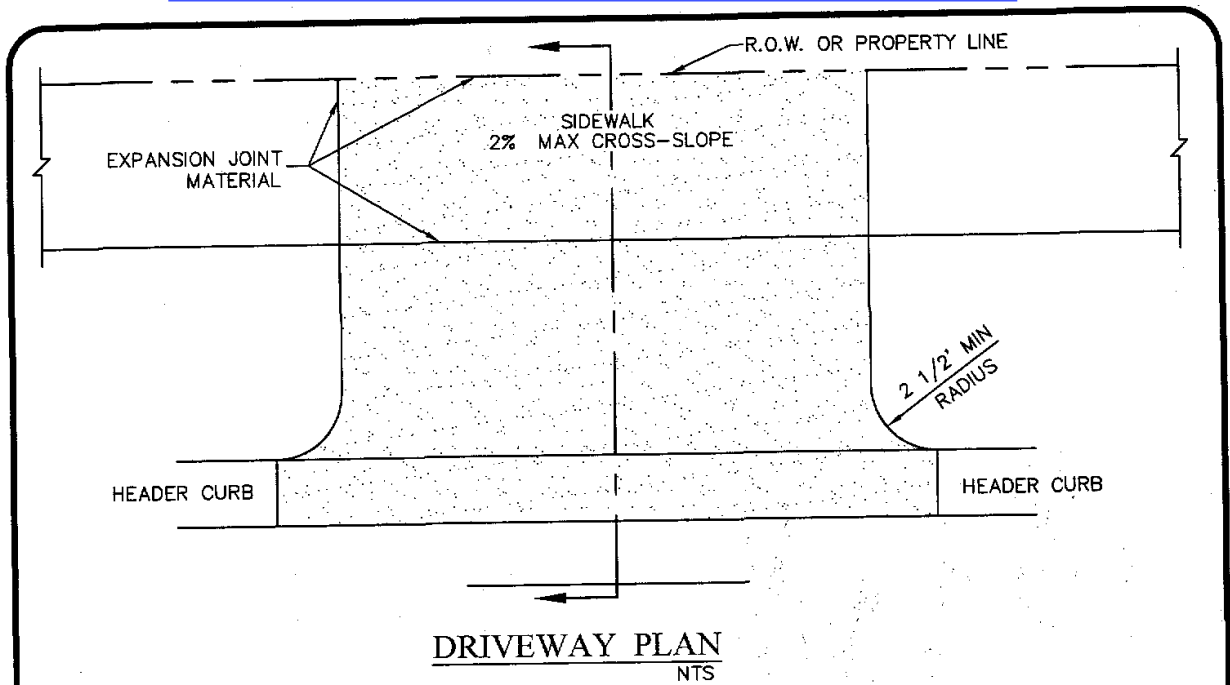
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

CONCRETE APRON FOR
DRIVEWAYS/ALLEYWAYS
6-17

Approved By R. A. SHUBERT
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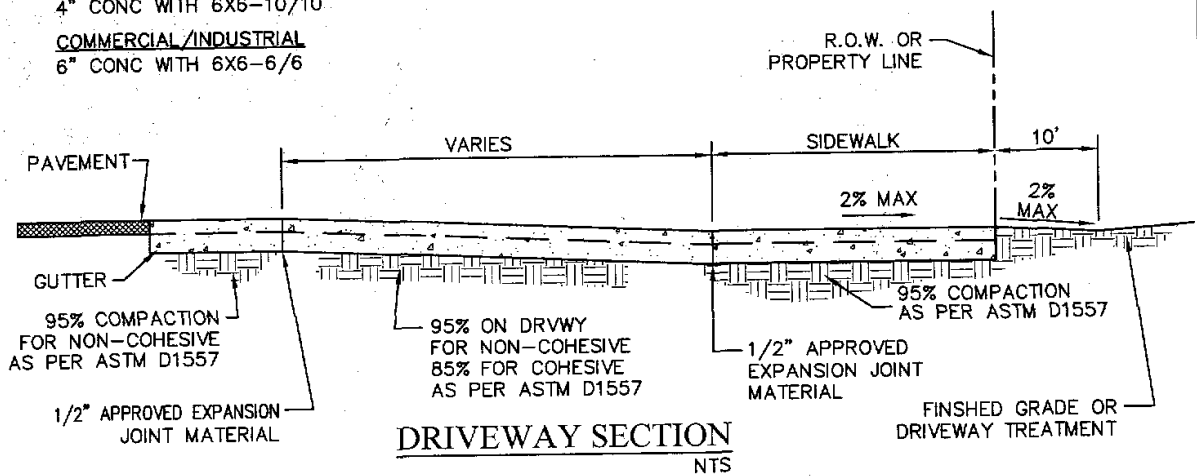
DRIVEWAY WIDTH	MIN	MAX
COMMERCIAL/INDUSTRIAL	24'	35'
RESIDENTIAL (SINGLE FAMILY 60' LOTS)	10'	20'
LESS THAN 60' LOTS, DUPLEX, AND TOWNHOMES (REFER TO PLATE 6-16)	15'	25'

RESIDENTIAL

6" CONC WITHOUT W.W.F.
4" CONC WITH 6X6-10/10

COMMERCIAL/INDUSTRIAL

6" CONC WITH 6X6-6/6



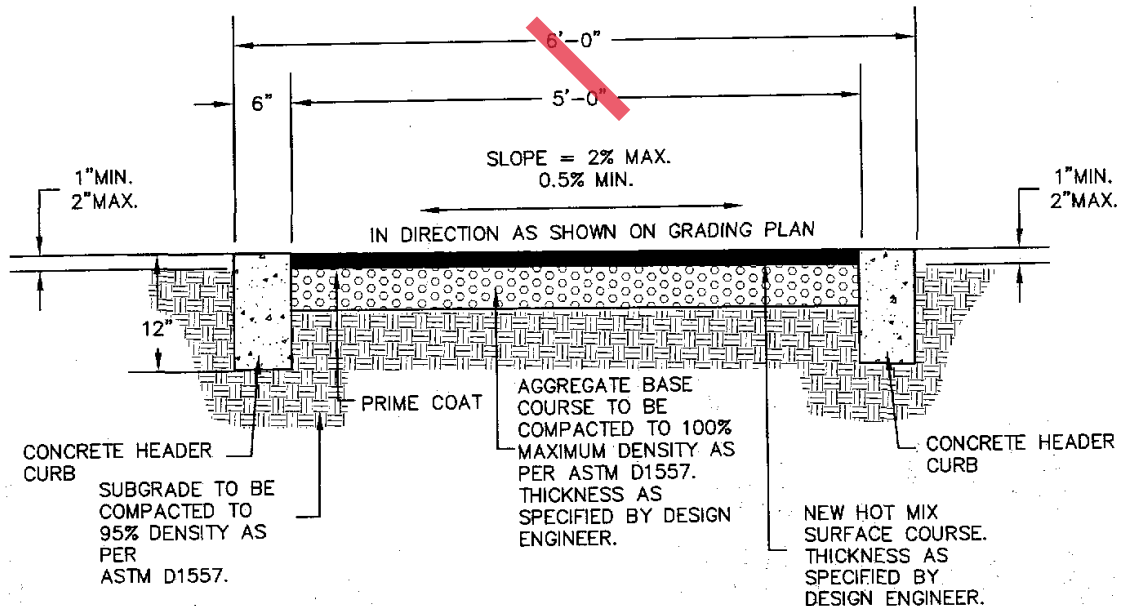
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

DRIVEWAY WITH
ON-SITE PONDING
6-18

Approved By **R. A. SHUBERT**
Date **JUNE 03, 2008**

Checked By **H. M. E.**
Drawn By **QEC/I.R.**

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NOTES:

1. CONCRETE HEADER CURBS SHALL BE 3,000 P.S.I. MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C.
3. 1/2" PREMOLDED BITUMINOUS EXPANSION JOINT (AASHTO M-33) IS REQUIRED FOR ALL CURB RETURNS.
4. SUBGRADE UNDER CURB MUST BE FORMED AND COMPACTED TO 95% ASTM D1557.
5. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR CURBS.
6. REFER TO GRADING & DRAINAGE PLAN FOR DIRECTION OF FLOW.

ASPHALTIC WALKWAY/JOGGING PATH

SCALE: N.T.S.



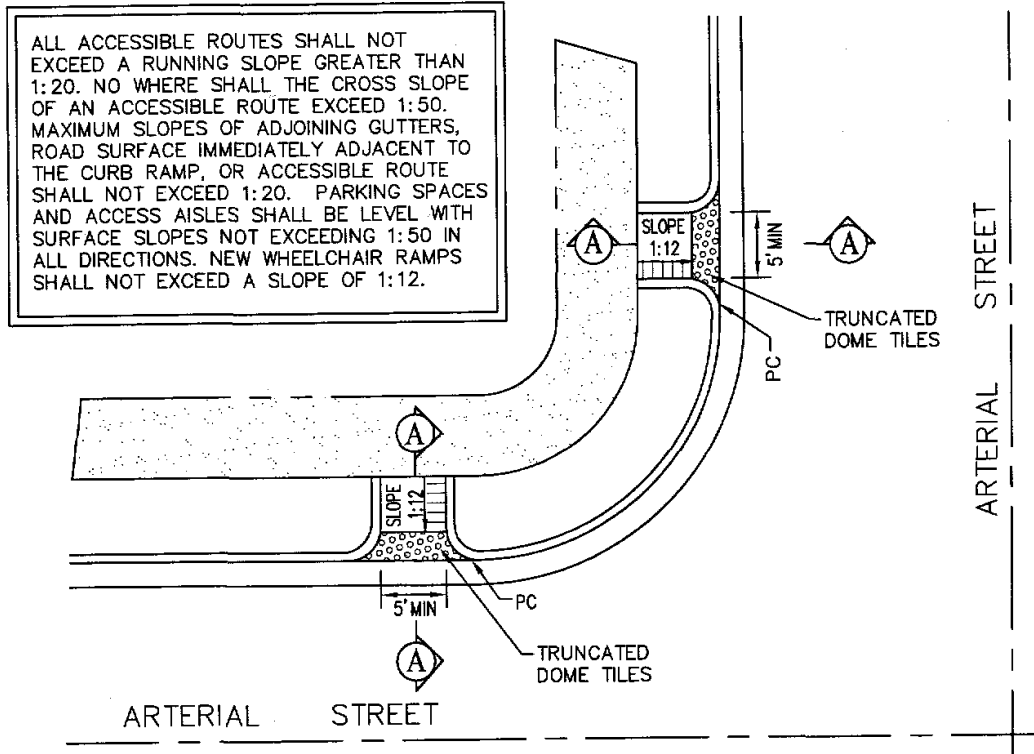
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

ASPHALTIC
WALKWAY/JOGGING PATH
6-19

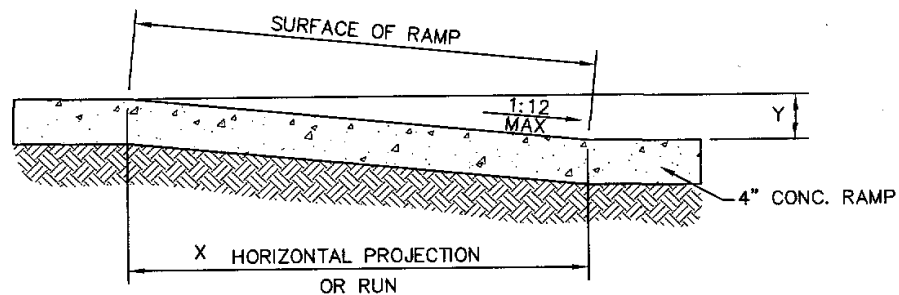
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Date JUNE 03, 2008

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STRAIGHT CURB RAMP DESIGN WITH CURB RETURNS



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

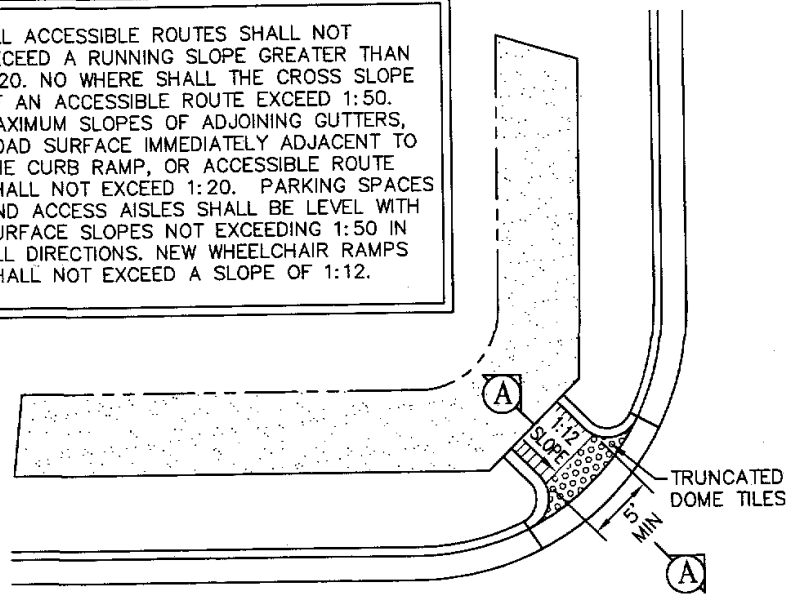
STRAIGHT CURB
RAMP DESIGN
W/ CURB RETURNS
6-20

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

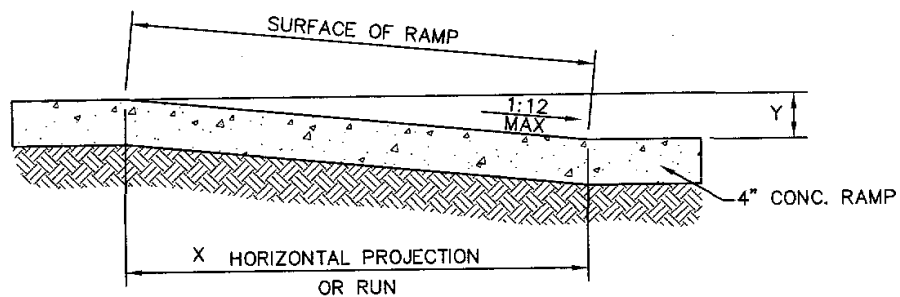
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ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



LOCAL STREET

DIAGONAL CURB RAMP DESIGN WITH CURB RETURNS



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

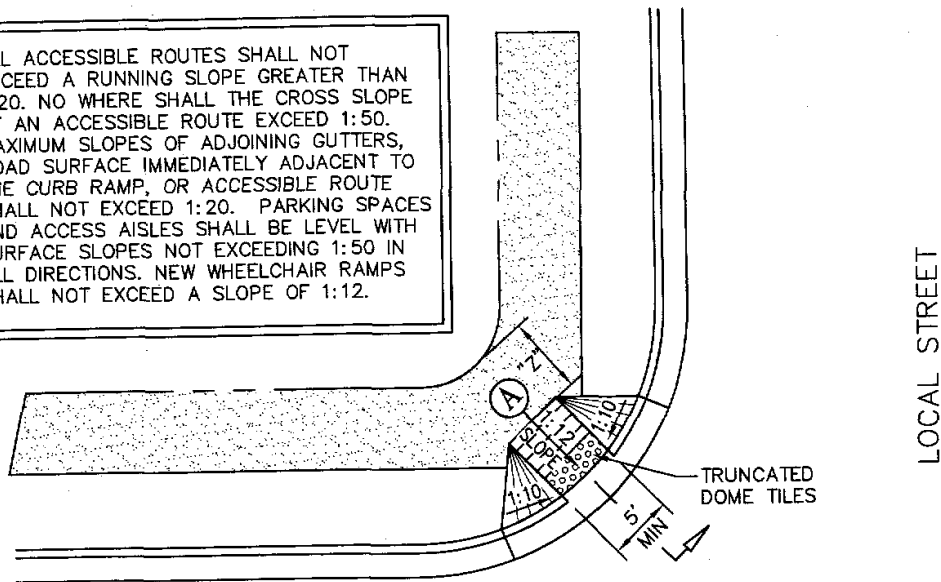
DIAGONAL CURB
RAMP DESIGN
W/ CURB RETURNS
6-21

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

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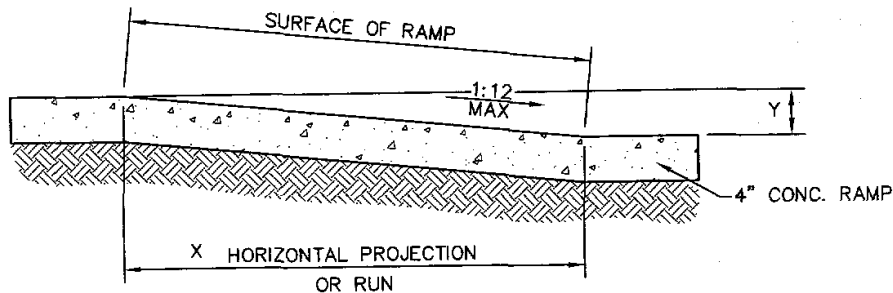
ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



NOTES:
IF "Z" IS LESS THAN 48 INCHES,
THEN THE SLOPE OF THE FLARED
SIDE SHALL NOT EXCEED 1:12

LOCAL STREET

DIAGONAL CURB RAMP DESIGN WITH FLARED SIDES



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

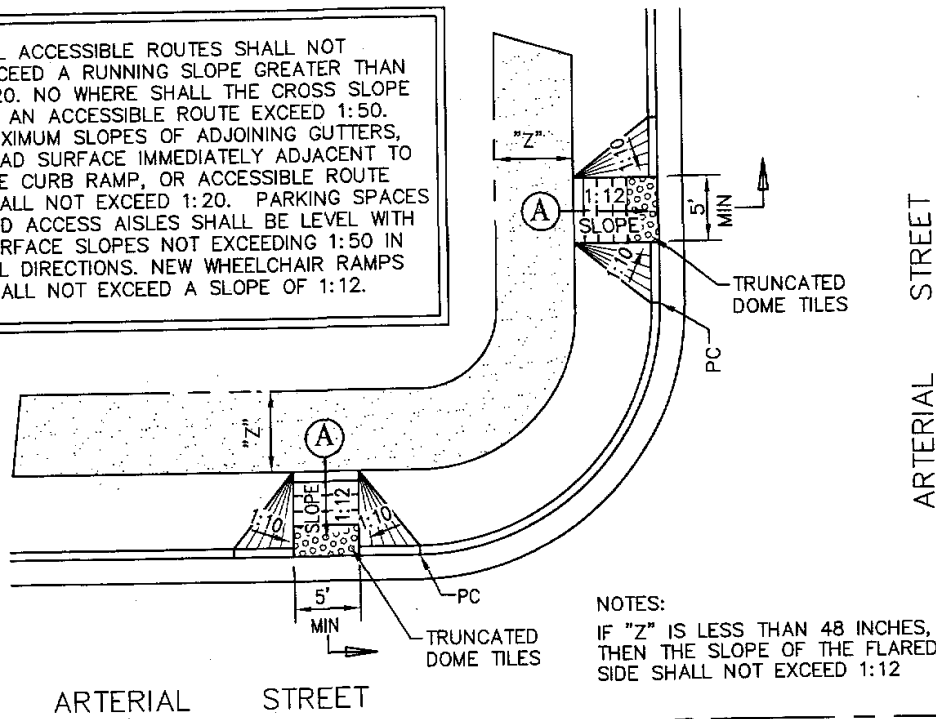
DIAGONAL CURB
RAMP DESIGN
W/ FLARED SIDES
6-22

Approved By R. A. SHUBERT
Date JUNE 03, 2008

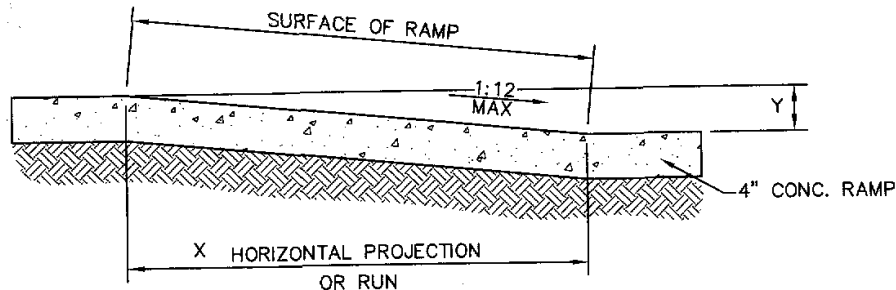
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ALL ACCESSIBLE ROUTES SHALL NOT EXCEED A RUNNING SLOPE GREATER THAN 1:20. NO WHERE SHALL THE CROSS SLOPE OF AN ACCESSIBLE ROUTE EXCEED 1:50. MAXIMUM SLOPES OF ADJOINING GUTTERS, ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP, OR ACCESSIBLE ROUTE SHALL NOT EXCEED 1:20. PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1:50 IN ALL DIRECTIONS. NEW WHEELCHAIR RAMPS SHALL NOT EXCEED A SLOPE OF 1:12.



STRAIGHT CURB RAMP DESIGN WITH FLARED SIDES



SECTION A

NOTES:

- (1) SLOPE = $y:x$, where x is level plane
- (2) Cross-slope shall not exceed 1:50



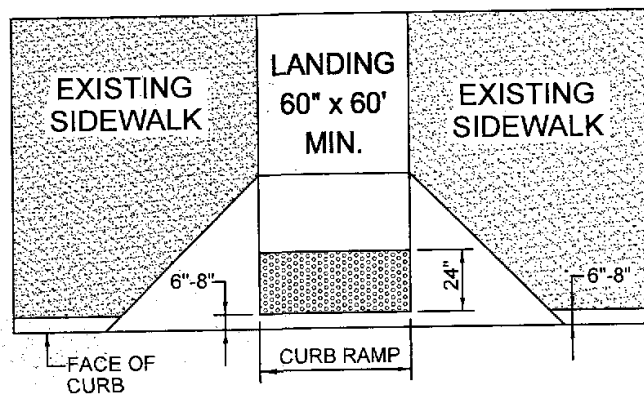
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FOR CONSTRUCTION

STRAIGHT CURB
RAMP DESIGN
W/ FLARED SIDES
6-23

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Width. The minimum width of curb ramps shall be 60 inches exclusive of flared sides. In areas where space does not permit a 60 inch width, the minimum width shall be no less than 36 inches as determined by the owner (Note; Landing can not exceed 2% slope on every direction). See Figure



LANDING
60" x 60'
MIN.

LANDING CAN NOT
EXCEED 2% SLOPE
ON EVERY DIRECTION



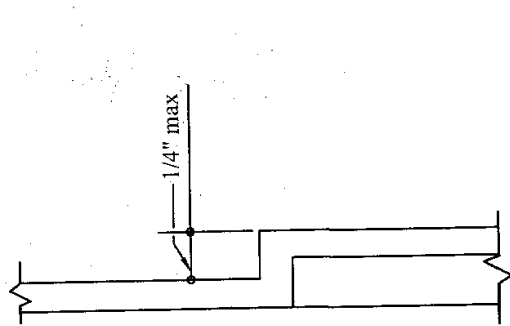
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WHEEL CHAIR CURB
RAMP WIDTH
6-24

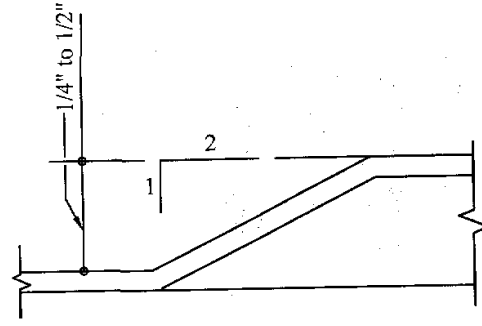
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Changes in Level



Changes in Level



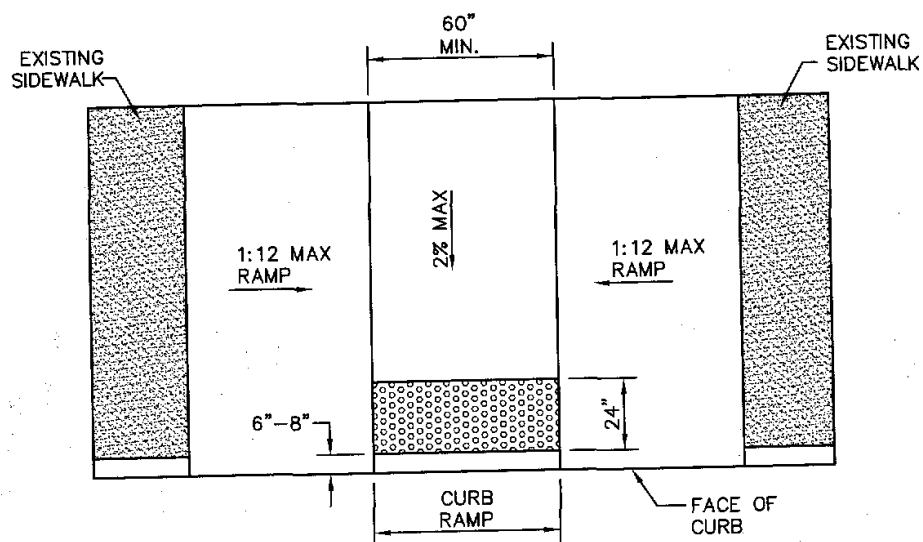
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RAMP SURFACE
6-25

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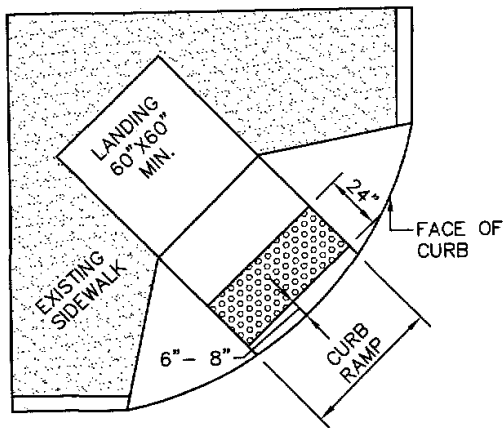
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TRANSITION RAMP
WITH DETECTABLE
WARNING
6-26

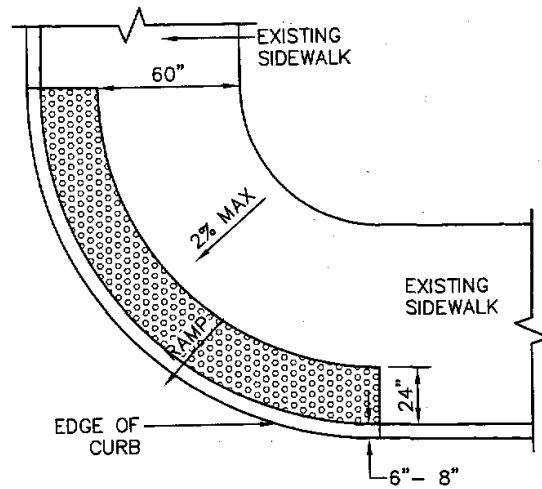
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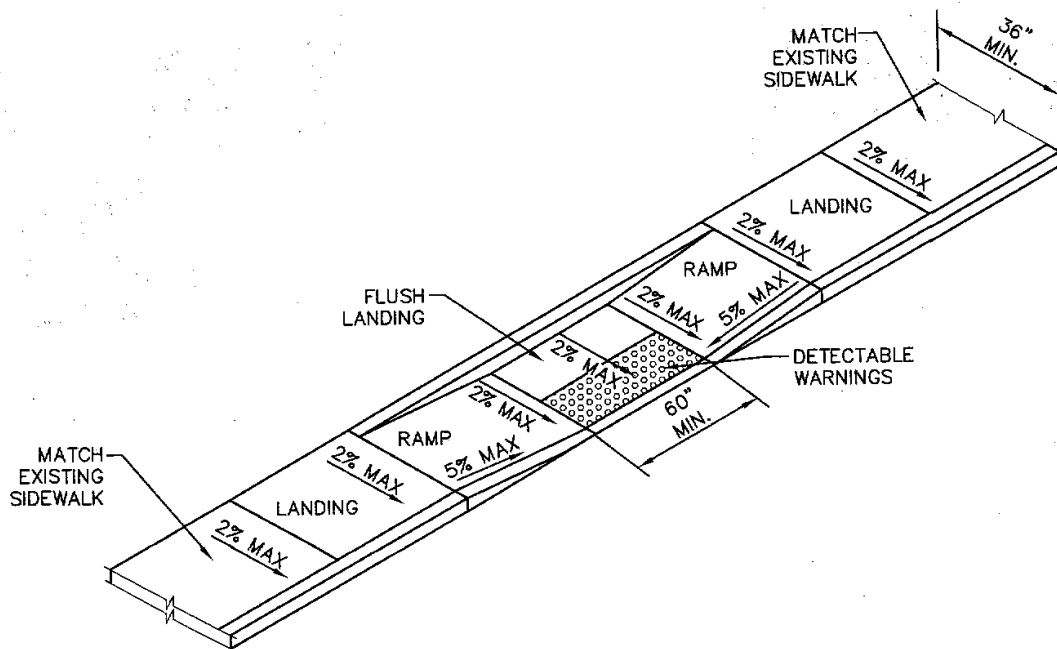
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(SHARED CURB RAMP)



(BLENDED CURB)



(TRANSITION RAMP: ISOMETRIC VIEW OF A TRANSITION RAMP AS CURRENTLY DEFINED. THE ILLUSTRATION IS BASED ON THE OLD "PARALLEL" STYLE RAMP)



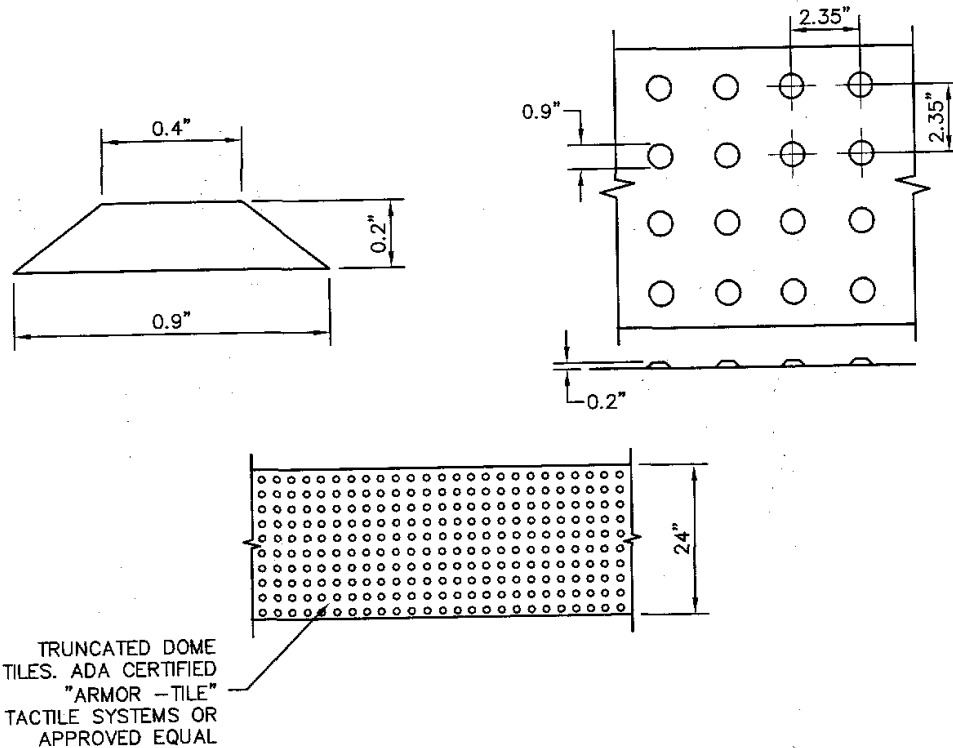
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LOCATION OF
DETECTABLE WARNINGS
ON VARIOUS RAMPS
6-27

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DOMES SIZE AND SPACING. TRUNCATED DOMES SHALL HAVE A DIAMETER OF NOMINAL 0.9 INCHES (23 mm) AT THE BOTTOM, A DIAMETER OF 0.4 INCH (10 mm) AT THE TOP, A HEIGHT OF NOMINAL 0.2 INCHES (5 mm), AND A CENTER-TO-CENTER SPACING OF NOMINAL 2.35 INCHES (60 mm) MEASURED ALONG ONE SIDE OF A SQUARE ARRANGEMENT.

DOMES ALIGNMENT. DOMES SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOMES. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 mm) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION.

CONTRAST. THERE SHALL BE A MINIMUM OF 70 PERCENT CONTRAST IN LIGHT REFLECTANCE BETWEEN THE DETECTABLE WARNING AND AN ADJOINING SURFACE, OR THE DETECTABLE WARNING SHALL BE "RED BRICK" COLOR, UNLESS OTHERWISE DIRECTED BY THE OWNER. THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE DETECTABLE WARNING SURFACE. CONTRAST SHALL BE PROVIDED BY PLACING AND MIXING TINT IN THE PLASTIC CONCRETE USED FOR THE DETECTABLE WARNING SURFACE. NO PAINTING OF SURFACE SHALL BE PERMITTED.

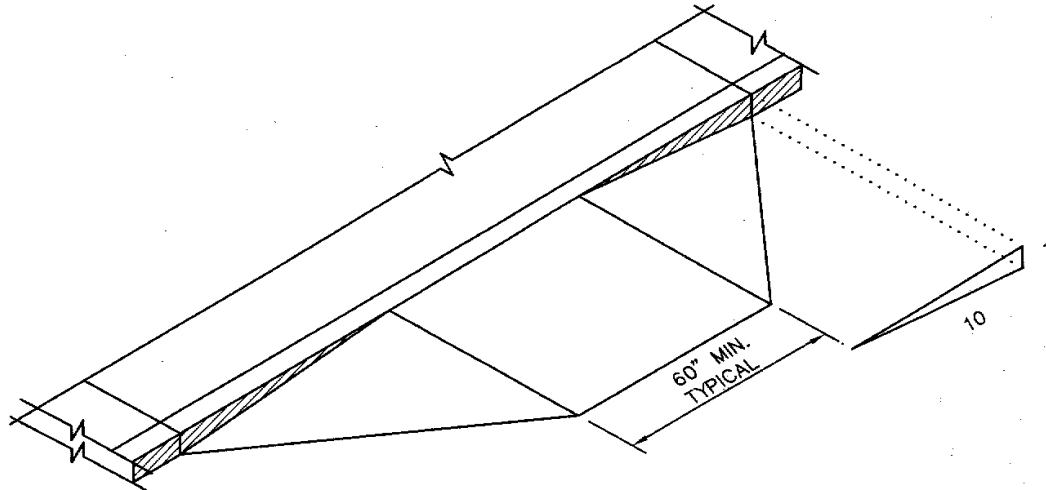


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DOMES SIZE AND SPACING
6-28

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
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SIDES OF CURB RAMPS.

IF A CURB RAMP IS LOCATED WHERE PEDESTRIANS MUST TRAVEL ACROSS THE RAMP, OR WHERE IT IS NOT PROTECTED BY HANDRAILS OR GUARDRAILS, IT SHALL HAVE FLARED SIDES; THE MAXIMUM SLOPE OF THE FLARE SHALL BE 1:12. CURB RAMPS WITH RETURNED CURBS MAY BE USED WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP.

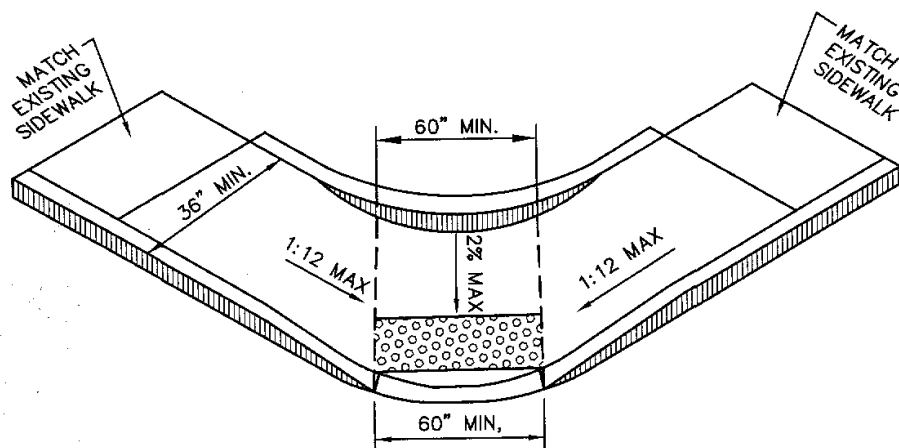


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BUILT-UP CURB RAMP
6-29

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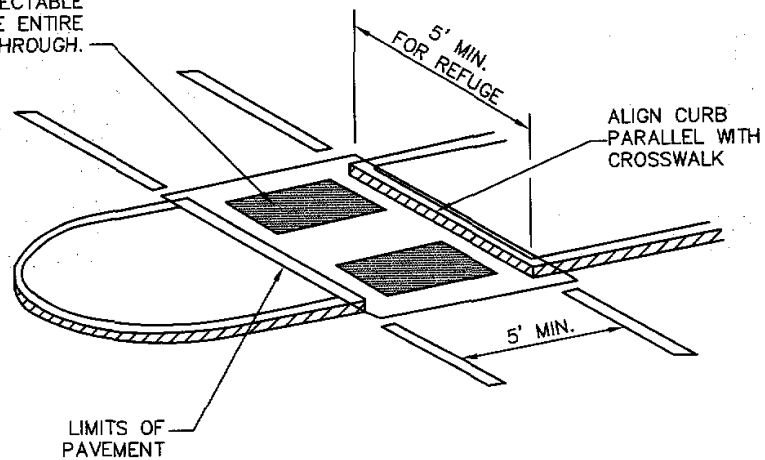
DIAGONAL SHARED RAMP
6-30

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2' STRIP IF CUT THROUGH IS
GREATER THAN 4' IN LENGTH.
OTHERWISE PLACE DETECTABLE
WARNING ON THE ENTIRE
SURFACE OF CUT THROUGH.



CURB RAMPS AT MEDIAN ISLANDS

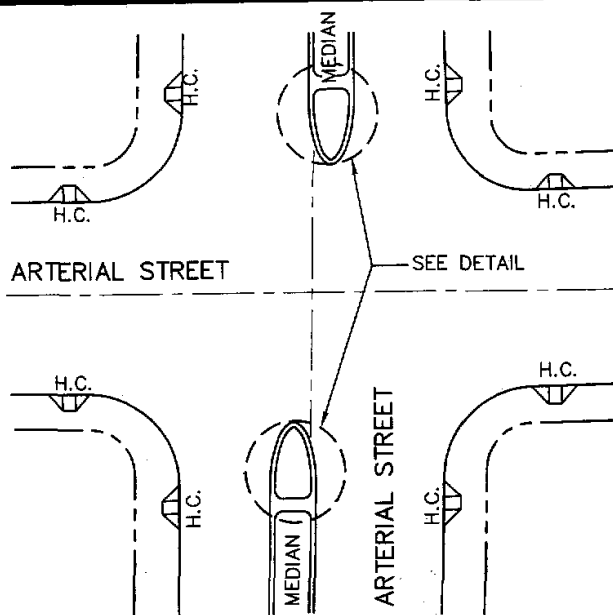


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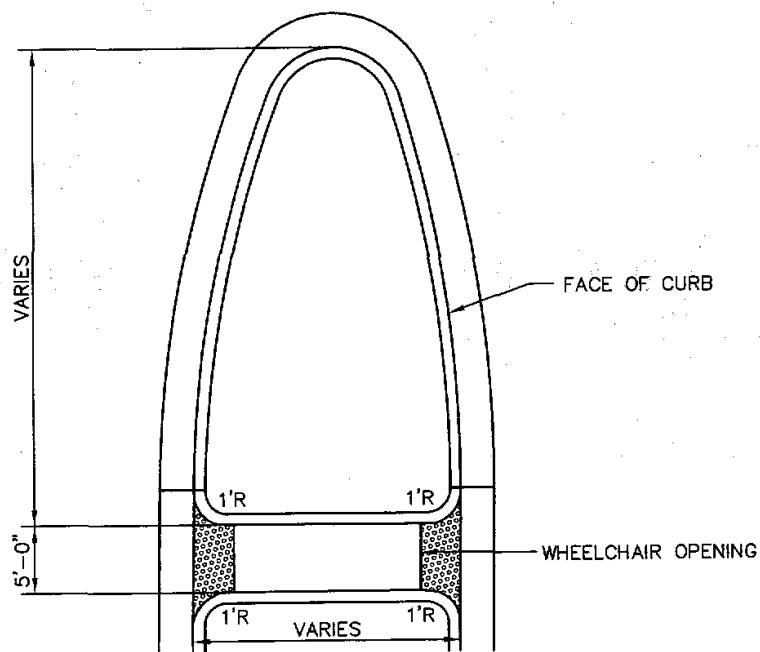
CURB RAMPS AT
MEDIAN ISLANDS
6-31

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MEDIAN CURB RAMP DESIGN
ARTERIAL STREET

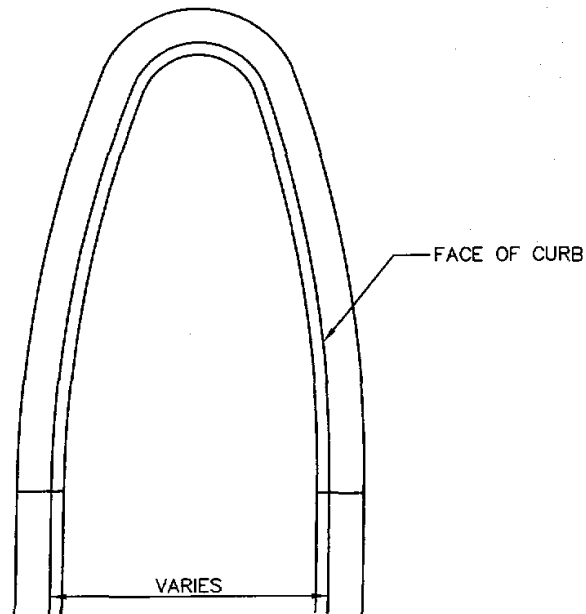
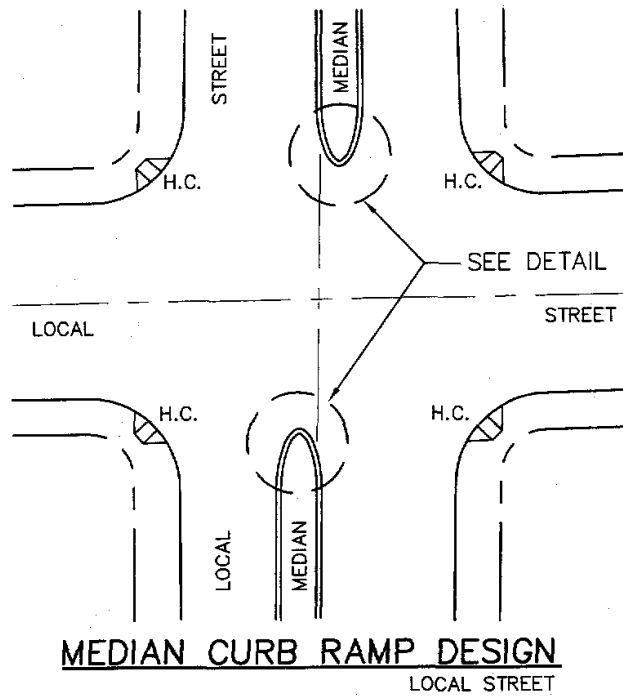


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DESIGN STANDARDS
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MEDIAN CURB
RAMP DESIGN
(ARTERIAL)
6-32

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MEDIAN CURB
RAMP DESIGN
(LOCAL)
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Date JUNE 03, 2008

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SECTION 7

SECTION 7

SIGNAGE AND SIGNALIZATION

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SPECIFICATIONS FOR ALUMINUM SIGN BLANKS

THESE SPECIFICATIONS DESCRIBE DETAILS AND MINIMUM REQUIREMENTS FOR ALUMINUM SIGN BLANKS, TO WHICH REFLECTIVE SHEETING WILL BE APPLIED.

1. ALL MATERIALS SHALL BE NEW AND UNWEATHERED AND SHALL BE OF DOMESTIC ORIGIN, MILLED, ROLLED, AND FINISHED IN DOMESTIC MILLS.
2. SIGN BLANKS SHALL BE 0.080 GAUGE ALODIZED-TREATED ALUMINUM, 5052-H38 ALLOY, FREE OF BURRS, CORROSION, WHITE RUST, AND DIRT, SUITABLE FOR APPLICATION OF REFLECTIVE SHEETING WITHOUT FURTHER PREPERATION.
3. EDGES OF BLANKS SHALL BE CUT TRUE AND SQUARE. CORNER RADII, HOLE DIAMETERS AND HOLE LOCATIONS SHALL BE AS DESCRIBED IN THE ALUMINUM SIGN BLANK BID D.H.T. STANDARDS.
4. ALL SIGN BLANKS WILL BE TREATED AS FOLLOWS:

A. DEGREASING

- (1) VAPOR DEGREASING - BY TOTAL IMMERSION OF THE SIGN BLANK IN A SATURATED VAPOR OF TRICHLORETHYLENE OR PERCHLOROETHYLENE. TRADEMARK PRINTING SHALL BE REMOVED WITH LACQUER THINNER BEFORE DEGREASING.

OR

- (2) ALKALINE DEGREASING - BY TOTAL IMMERSION OF THE SIGN BLANK IN A TANK CONTAINING ALKALINE SOLUTIONS, CONTROLLED AND TITRATED TO THE SOLUTION MANUFACTURER'S SPECIFICATIONS FOR TIME, TEMPERATURE, AND CONCENTRATION. IMMERSION TIME SHALL DEPEND UPON THE AMOUNT OF SOIL PRESENT, GAUGE OF THE METAL AND SOLUTION STRENGTH. RINSE THOROUGHLY WITH RUNNING WATER.



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SPECIFICATIONS FOR
ALUMINUM SIGN BLANKS

7-1

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B. ETCHING

- (1) ACID ETCH - ETCH WELL IN 6-8% PHOSPHORIC ACID SOLUTION AT 100 DEGREES FAHRENHEIT OR PROPRIETARY ACID ETCHING SOLUTION. RINSE THOROUGHLY WITH RUNNING WATER.

OR

- (2) ALKALINE ETCH - ETCH WELL THE PRE-CLEANED ALUMINUM SURFACE IN AN ALKALINE ETCHING MATERIAL THAT IS CONTROLLED BY TITRATION. USE TIME, TEMPERATURE, AND CONCENTRATION SPECIFIED BY THE SOLUTION MANUFACTURER. RINSE THOROUGHLY. REMOVE SMUT WITH AN ACIDIC CHROMIUM COMPOUND-TYPE SOLUTION AS SPECIFIED BY THE SOLUTION MANUFACTURER AND THEN RINSE THOROUGHLY.

C. CHROMATE CONVERSION COATING

COAT THE ALUMINUM BLANKS ACCORDING TO THE CHROMATE CONVERSION COATING MANUFACTURER'S INSTRUCTIONS. THE COATING SHALL CONFORM TO ASTM B449, CLASS 2, AND SHALL RANGE IN COLOR FROM SILVERY IRIDESCENT TO PALE YELLOW. THE COATING WEIGHT SHALL BE 10 TO 35 MG. PER SQ. FT WITH A MEDIAN OF 25 MG. PER SQ. FT. AS THE OPTIMUM COATING WEIGHT.

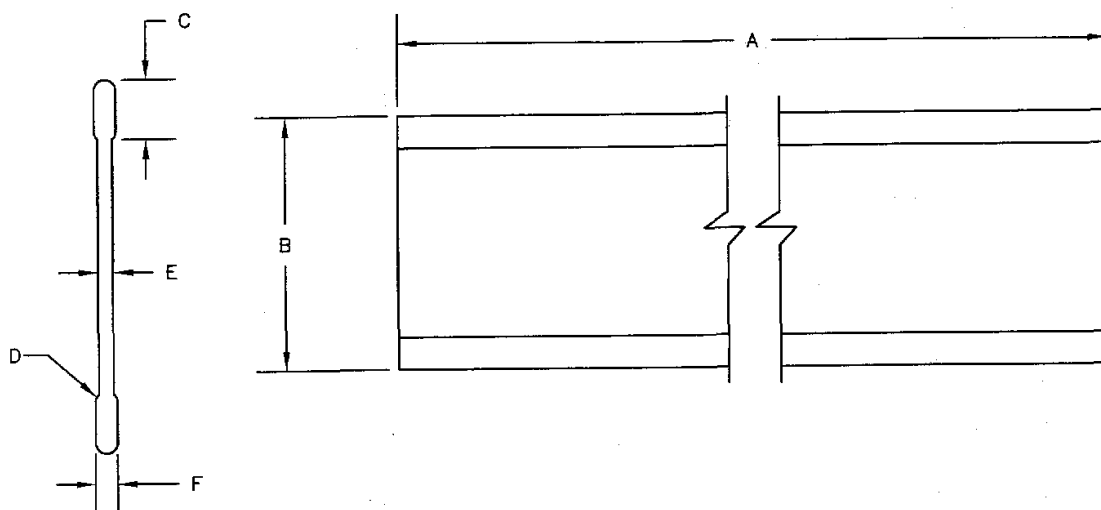


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ALUMINUM SIGN BLANKS
(continued)
7-2

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**9" STREET NAME SIGN
EXTRUDED ALUMINUM SIGN BLANK**

DIMENSIONS (INCHES)

A	B	C	D	E	F
30	9	0.800	1/4R	0.091	0.25
36	9	0.800	1/4R	0.091	0.25
42	9	0.800	1/4R	0.091	0.25
48	9	0.800	1/4R	0.091	0.25



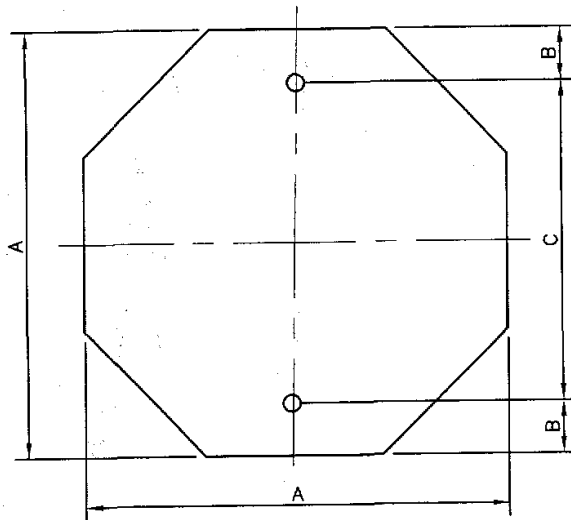
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9" STREET NAME SIGN
EXTRUDED ALUMINUM
SIGN BLANK
7-3

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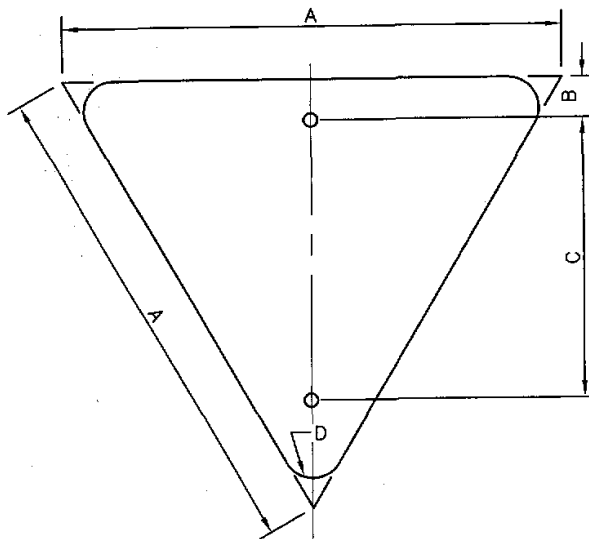
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3/8" HOLE DIA.

A	B	C
24	3	18
30	3	24
36	3	30

OCTAGON
N.T.S.



3/8" HOLE DIA.

A	B	C	D
36	3	21	2
42	3	24	2 1/2
48	3	35	3

EQUILATERAL TRIANGLE
N.T.S.



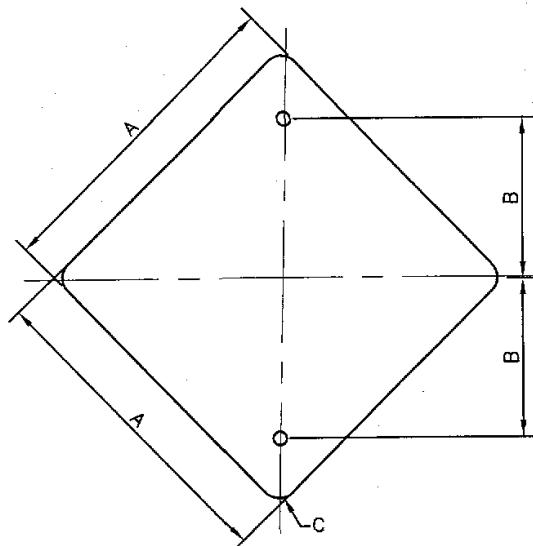
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D.H.T. BLANK
STANDARDS

7-4

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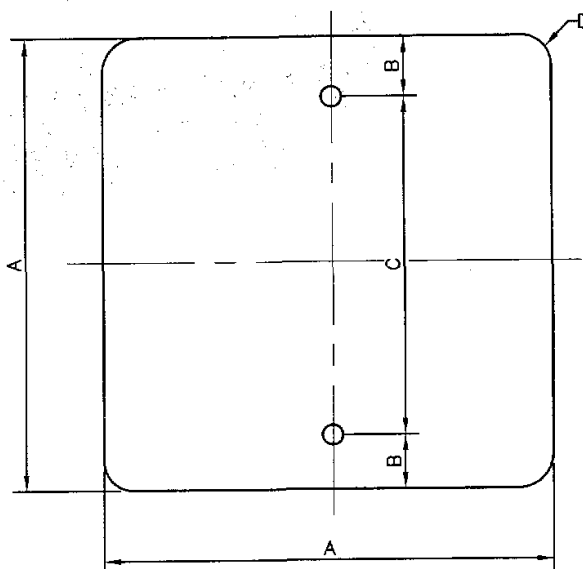
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3/8" HOLE DIA.

A	B	C
24	12	1 1/2
30	15	1 7/8
36	18	2 1/4

DIAMOND
N.T.S.



3/8" HOLE DIA.

A	B	C	D
9	1	7	—
12	3	6	1 1/2
18	3	12	1 1/2
24	3	18	1 1/2
30	3	24	1 7/8
36	3	30	2 1/4

SQUARE
N.T.S.



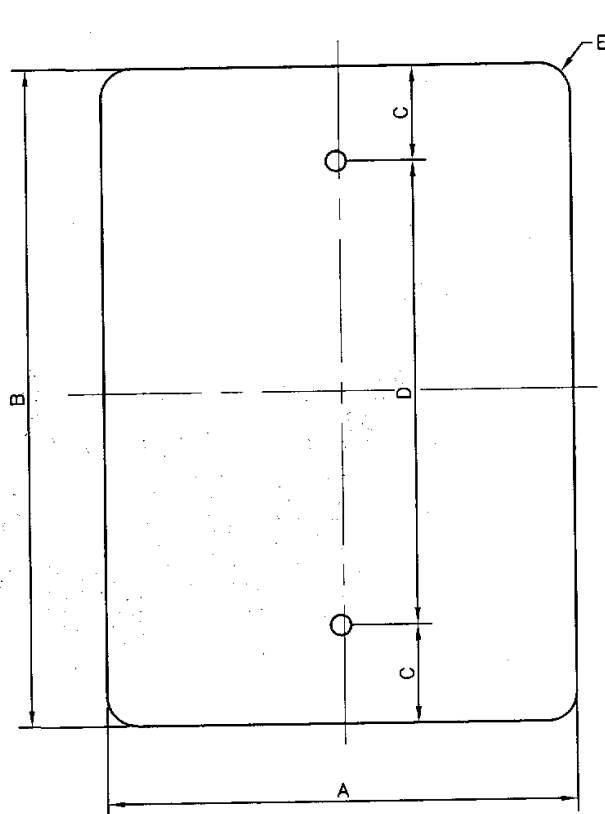
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D.H.T. BLANK
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(continued)
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3/8" HOLE DIA.

A	B	C	D	E
9	12	3	6	1 1/2
10	18	2	14	1 1/2
10	27	2	23	1 1/2
10	36	2	32	1 1/2
12	18	1-1/2	15	1 1/2
12	24	2	20	1 1/2
12	30	1-1/8	27-3/4	1 1/2
12	36	2	32	1 1/2
12	48	2	44	1 1/2
18	24	3	18	1 1/2
18	30	1-1/2	27	1 1/2
24	30	3	24	1 1/2
24	36	3	30	1 1/2
24	48	3	42	1 1/2
30	36	3	30	1 7/8
30	42	3	36	1 7/8

VERTICAL RECTANGLE
N.T.S.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

D.H.T. BLANK
STANDARDS
(continued)
7-6

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CITY OF EL PASO
SPECIFICATIONS FOR REFLECTORIZED
STREET NAME SIGNS

1. COLOR OF SIGNS : THE FINISHED SIGN MUST HAVE A REFLECTORIZED GREEN BACKGROUND. THE GREEN MUST CONFORM WITH THE BUREAU OF PUBLIC ROADS HIGHWAY GREEN. THE LEGEND MUST BE REFLECTORIZED SILVER WHITE (GREEN REVERSE SCREENED BACKGROUND WITH SILVER COPY).
2. LETTER DESIGN: THE LETTERING OF ALL LEGENDS MUST BE UPPER CASE LETTERS IN ACCORDANCE WITH "STANDARD ALPHABETS FOR HIGHWAY SIGNS" PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
3. LETTER SPACING: THE CONTROL FOR THE SPACING VALUES IN TRAFFIC LAYOUT IS THE DISTANCE RECOGNIZED AS AESTHETIC SPACING BETWEEN TWO STRAIGHT LETTERS (HN). A SPACING CONTROL OF TWO TIMES THE WIDTH OF THE STROKE OF THE LETTER SERIES TO BE USED MUST BE THE AESTHETIC CONTROL (100%). TWO AND ONE-HALF TIMES (2-1/2) THIS CONTROL MUST BE USED AS THE AESTHETIC WORD SPACE BETWEEN ELEMENTS IN THE PRIMARY LEGEND.
4. LAYOUT: THE MAXIMUM NUMBER OF LETTERS TO BE ACCOMMODATED ON A GIVEN LENGTH STREET NAME FACE MUST BE DETERMINED BY THE WIDEST LETTER SERIES POSSIBLE FOR THAT LEGEND AND THE SPACING CONTROL (100%) FOR THE SERIES USED MUST BE EXPANDED OR CONDENSED UP TO 25% IN 5% INCREMENTS.
5. THE SPACING CONTROL (100%) FOR THE SERIES USED MUST BE EXPANDED OR CONDENSED UP TO 25% IN 5% INCREMENTS FOR THE END MARGIN WITH MINIMUM OF 1".
6. THE WORD SPACE MUST BE EXPANDED UP TO 25% IN 5% INCREMENTS BUT NOT CONDENSED.



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SPECIFICATIONS FOR
REFLECTORIZED
STREET NAME SIGNS
7-7

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7. SPACE BETWEEN PRIMARY AND BLOCK NUMBER AREA MUST BE 1/2 THE AESTHETIC WORK SPACE USED IN THE PRIMARY LEGEND.
8. SUFFIX LETTER SIZE FOR ALL LENGTHS MUST BE 2" CAPITALS, "C" SERIES, EXCEPT THAT SERIES "A" OR "B" WHERE SUFFIX ABBREVIATION EXCEEDS TWO LETTERS, MAY BE USED.
9. SIZE OF LEGEND: FOR 9" STREET NAME SIGNS, THE PRIMARY LEGEND, OR STREET NAME MUST HAVE CAPITAL LETTERS SIX INCHES (6") HIGH AND ALL SECONDARY LEGENDS, INCLUDING THE SUFFIX, BLOCK NUMBERS, MUST HAVE UPPER CASE LETTERS TWO AND ONE-HALF INCHES (2 1/2") HIGH.
10. SUFFIX LETTER SIZE FOR ALL LENGTHS MUST BE 2 1/2" CAPITALS, "C" SERIES, EXCEPT THAT SERIES "A" OR "B" WHERE SUFFIX ABBREVIATION EXCEEDS TWO LETTERS, MAY BE USED.
11. POSITION OF LEGEND: EACH SIGN FACE WILL CONSIST OF THE STREET NAME, SUFFIX, AND TWO ZEROS OF THE BLOCK NUMBER. THE ADDITIONAL NUMBERS OF THE BLOCK NUMBER WILL BE APPLIED BY THE CITY OF EL PASO. THE SUFFIX WILL BE LOCATED IN THE UPPER RIGHT CORNER AND THE BLOCK NUMBER IN THE LOWER RIGHT CORNER OF THE SIGN FACE AND THE STREET NAME CENTERED IN THE REMAINING SPACE.
12. SIGN FABRICATION: THE SIGN FACE MUST BE FABRICATED BY REVERSE SCREENING GREEN TRANSPARENT COLOR OVER SILVER REFLECTIVE SHEETING. TRANSPARENT PROCESS COLORS MUST BE AS RECOMMENDED BY THE SHEETING MANUFACTURER. CUT-OUT OR APPLIED LEGENDS ARE NOT PERMITTED. SIGN FACES MUST BE COMPRISED OF ONE PIECE OR PANEL OF REFLECTIVE SHEETING.
13. TYPE OF SHEETING: ENGINEER GRADE REFLECTIVE SHEETING MUST BE USED IN THE FABRICATION OF THE STREET NAME SIGN FACES.

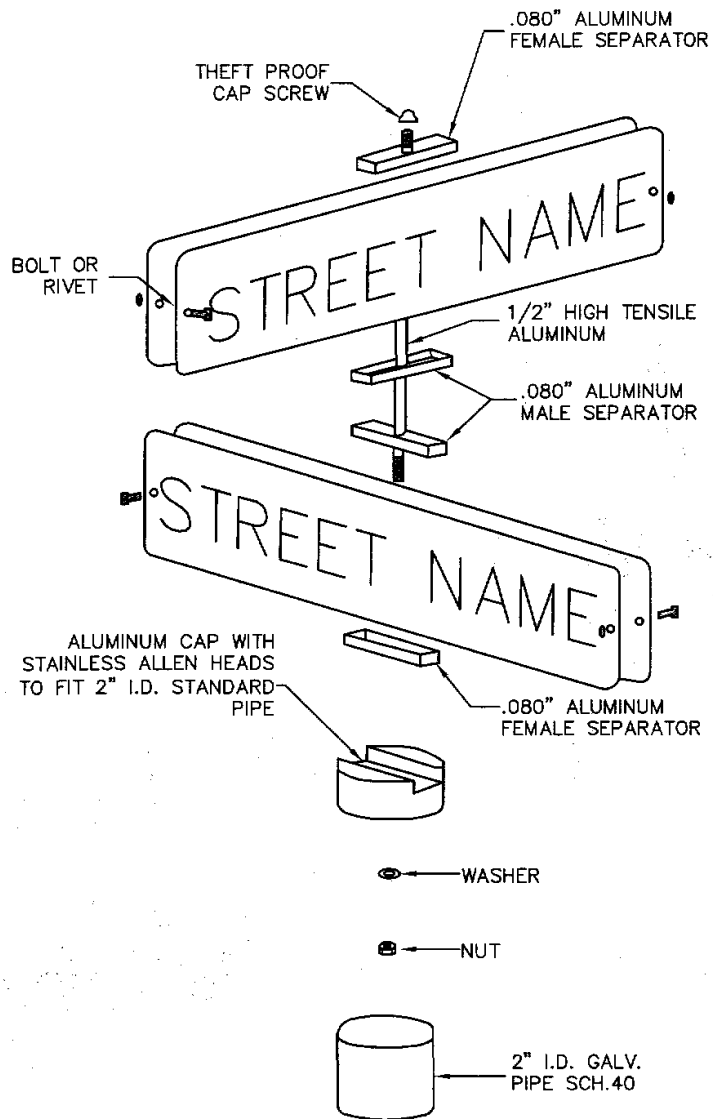


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SPECIFICATIONS FOR
REFLECTORIZED
STREET NAME SIGNS
(continued)
7-8

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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9" STREET NAME ASSEMBLY



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

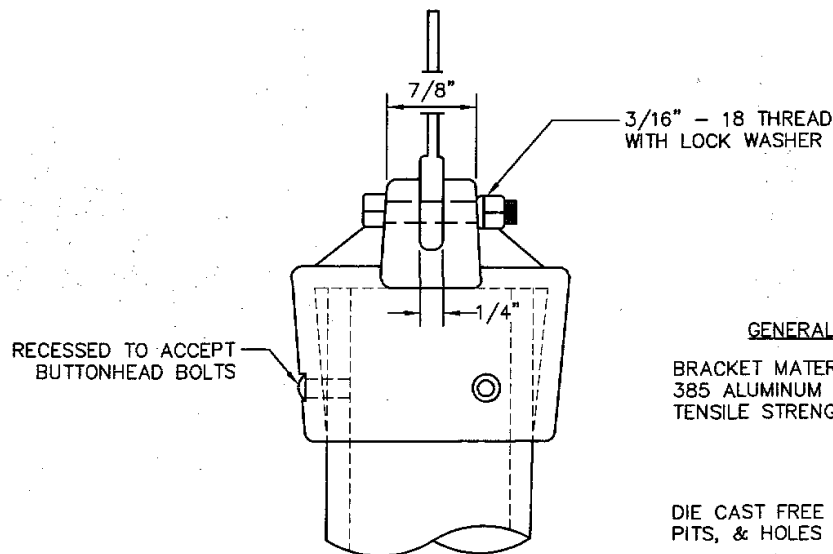
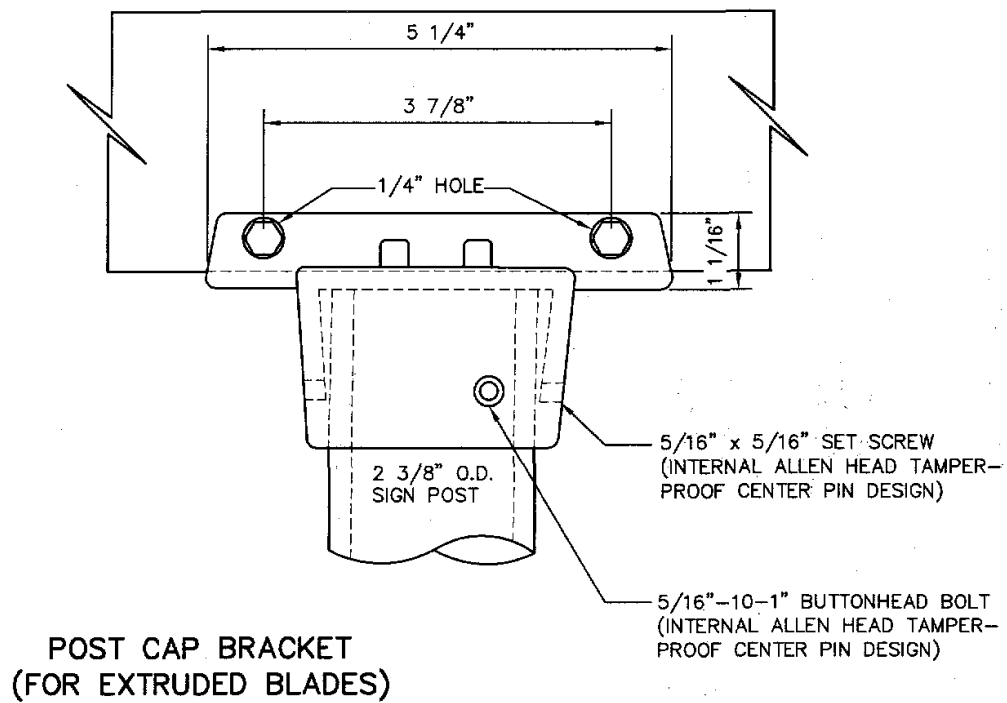
9" STREET NAME SIGN
ASSEMBLY

7-10

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By OEC / J. R.

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GENERAL NOTES

BRACKET MATERIALS TO BE
385 ALUMINUM ALLOY
TENSILE STRENGTH 4900 P.S.I.

DIE CAST FREE OF BURRS,
PITS, & HOLES



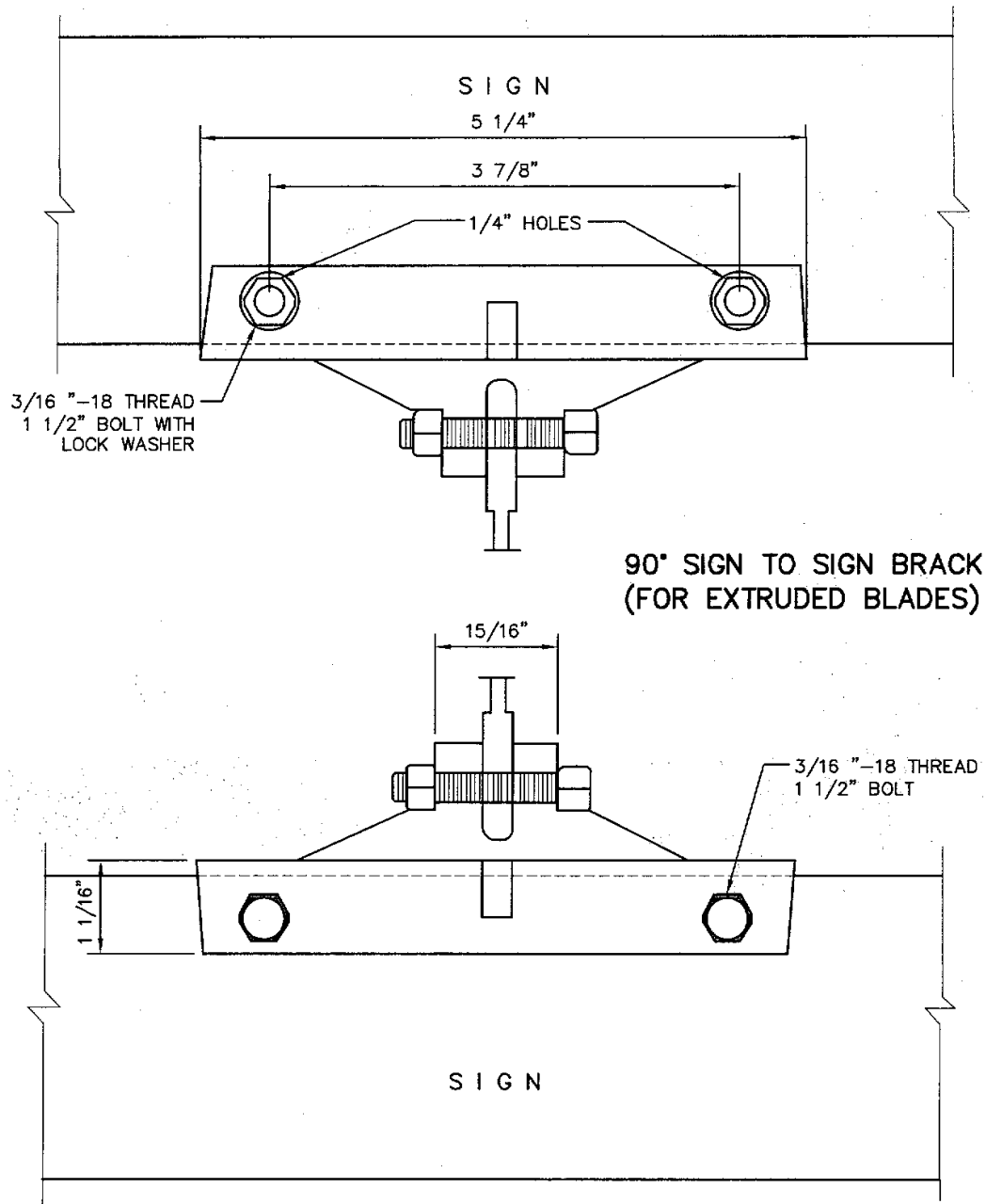
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

9" STREET NAME SIGN
ASSEMBLY
(continued)
7-11

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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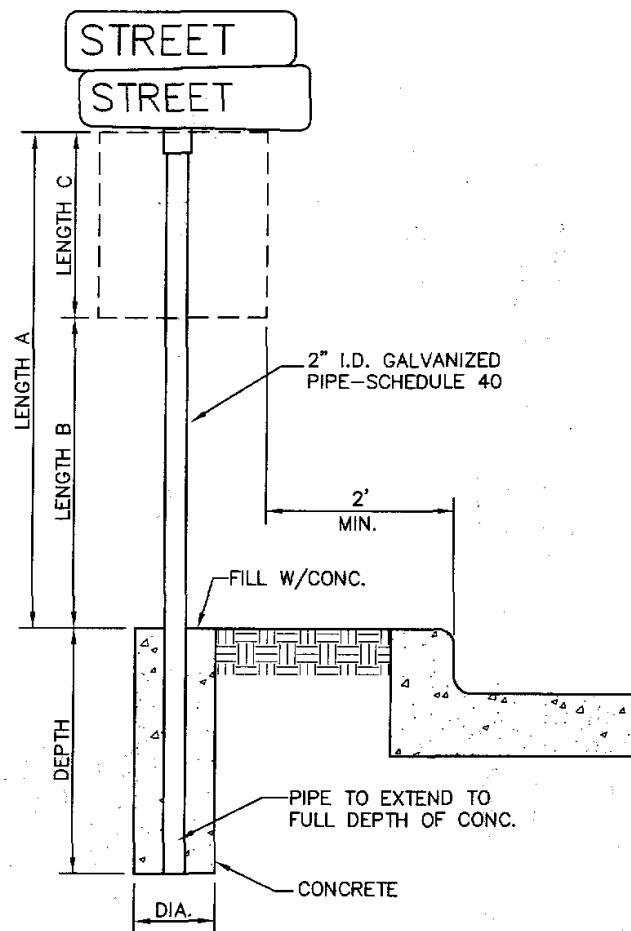
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

9" STREET NAME SIGN
ASSEMBLY
(continued)
7-12

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Date JUNE 03, 2008

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DIA. = 8" MIN IN SOIL OR GRAVEL
3" MIN. UNDER CONC SIDEWALK

SIGN POST INSTALLATION

LENGTH A	LENGTH B	LENGTH C	DEPTH
10 FT	7 FT	LARGER THAN 24"	2 FT
9 FT	7 FT	SMALLER THAN 24"	1 1/2 FT



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

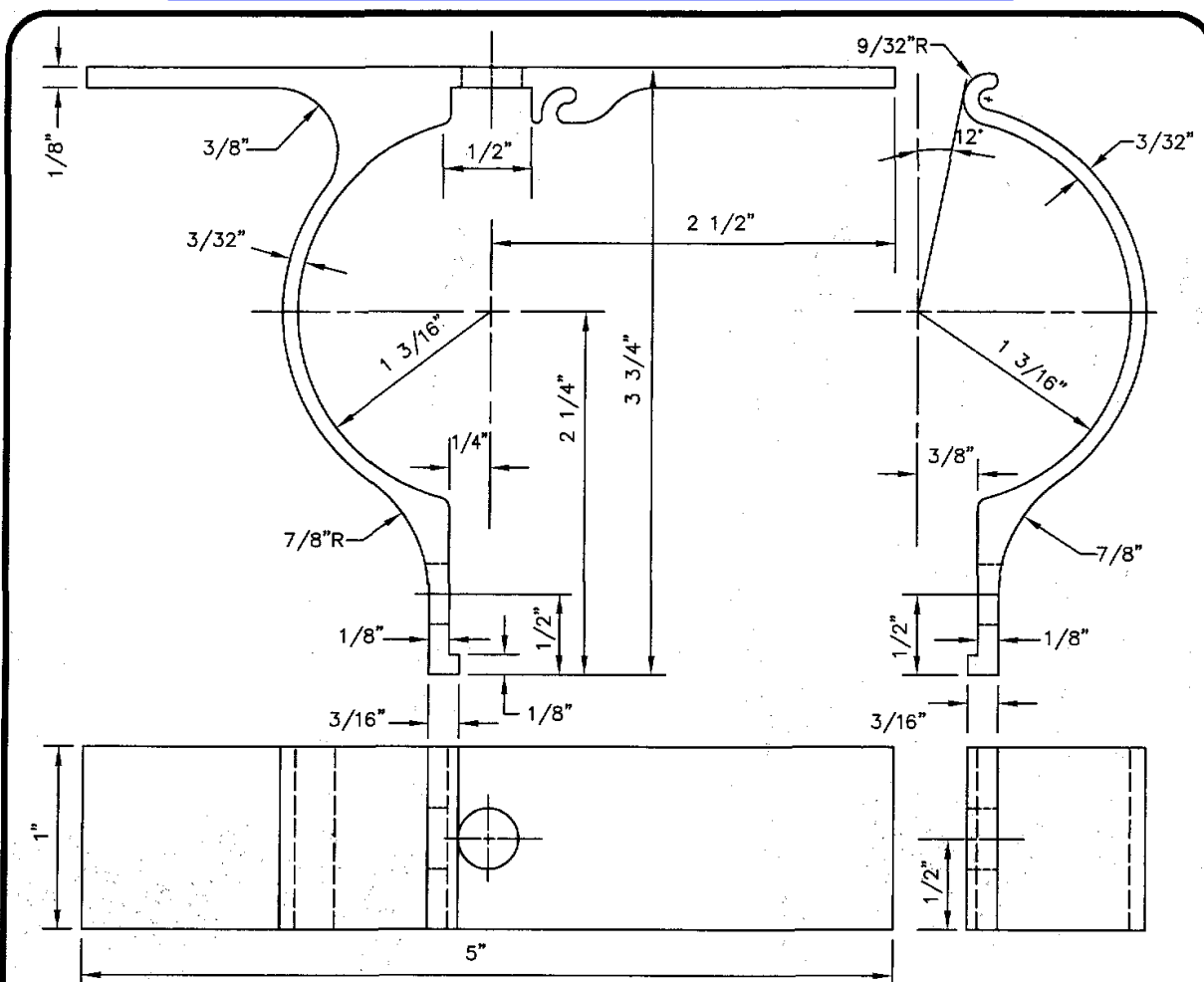
SIGN POST INSTALLATION

7-13

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Date JUNE 03, 2008

Checked By H. M. E.
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ALUMINUM SIGN CLAMP BRACKET FOR TRAFFIC CONTROL SIGNS

NOTES:

N.T.S.

1. ALL HOLES $3/8"$ PUNCH
2. FILLETS & ROUNDS $1/16"=R$
3. FURNISH THE FOLLOWING HARDWARE FOR EACH BRACKET:
 - 1 - $5/16" \times 3/4"$ BOLTS
 - 1 - $5/16" \times 1 1/4"$ BOLT
 - 2 - $5/16"$ NUTS & LOCK WASHERS
 - 2 - FLAT WASHERS
4. THE BRACKET IS TO BE MADE FROM HIGH STRENGTH ALUMINUM ALLOY. THE BRACKET IS TO EMPLOY AN EXTRUDED INTERLOCKING FEATURE OFFERING A RIGID MEANS OF ATTACHING A FLAT SIGN TO A STANDARD $2"$ ($2/8"$ O.D.) TUBULAR POST.



TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

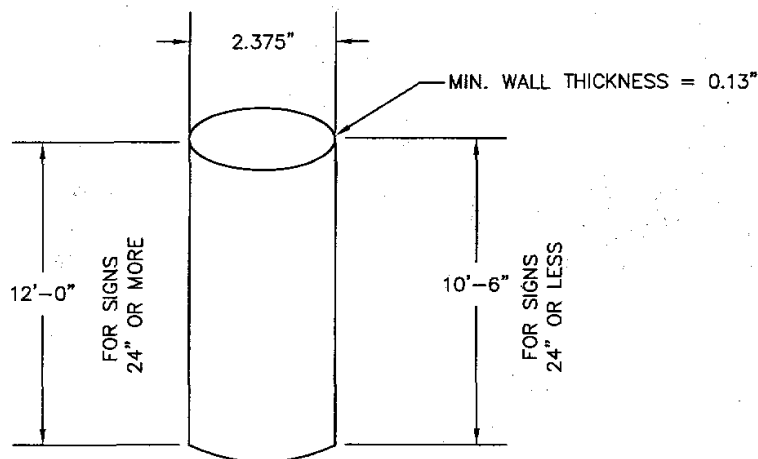
ALUMINUM SIGN CLAMP
 BRACKET FOR TRAFFIC
 CONTROL SIGNS
 7-14

Approved By R. A. SHUBERT
 Date JUNE 03, 2008

Checked By H. M. E.
 Drawn By QBC/I. R.

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SIGN POST SPECIFICATIONS



NOTES:

1. WELD ALONG ITS LENGTH TO FORM VIRTUALLY SEAMLESS.
2. POST SHALL BE HOT-DIPPED ZINC GALVANIZED UNIFORMLY ON THE OUTSIDE WITH A NOMINAL ZINC WEIGHT OF 1.0 OUNCE PER SQUARE FOOT.
3. THE ZINC COATING IS TO BE OVER-COATED WITH A CHROMITE CONVERSION AND ACRYLIC COATING TO PROVIDE RESISTANCE TO RUSTING AND CORROSION.
4. THE INSIDE OF THE POST SHALL BE COATED WITH AN ORGANIC MATERIAL FOR PROTECTION AGAINST RUST.
5. BOTH ENDS ARE TO BE SQUARELY CUT WITHOUT FLARE.
6. POST SHALL BE FREE OF WARPS, CORROSION, OR OTHER DEFECTS.
7. RING WELDS OR SPLICES WILL NOT BE ACCEPTABLE.
8. BENDING STRENGTH AS SPECIFIED BY AASHTO FOR SCHEDULE 40 PIPE.
9. POST SHALL BE BUNDLED WITH METAL STRAPS AND SHALL NOT EXCEED 37 POST PER BUNDLE.



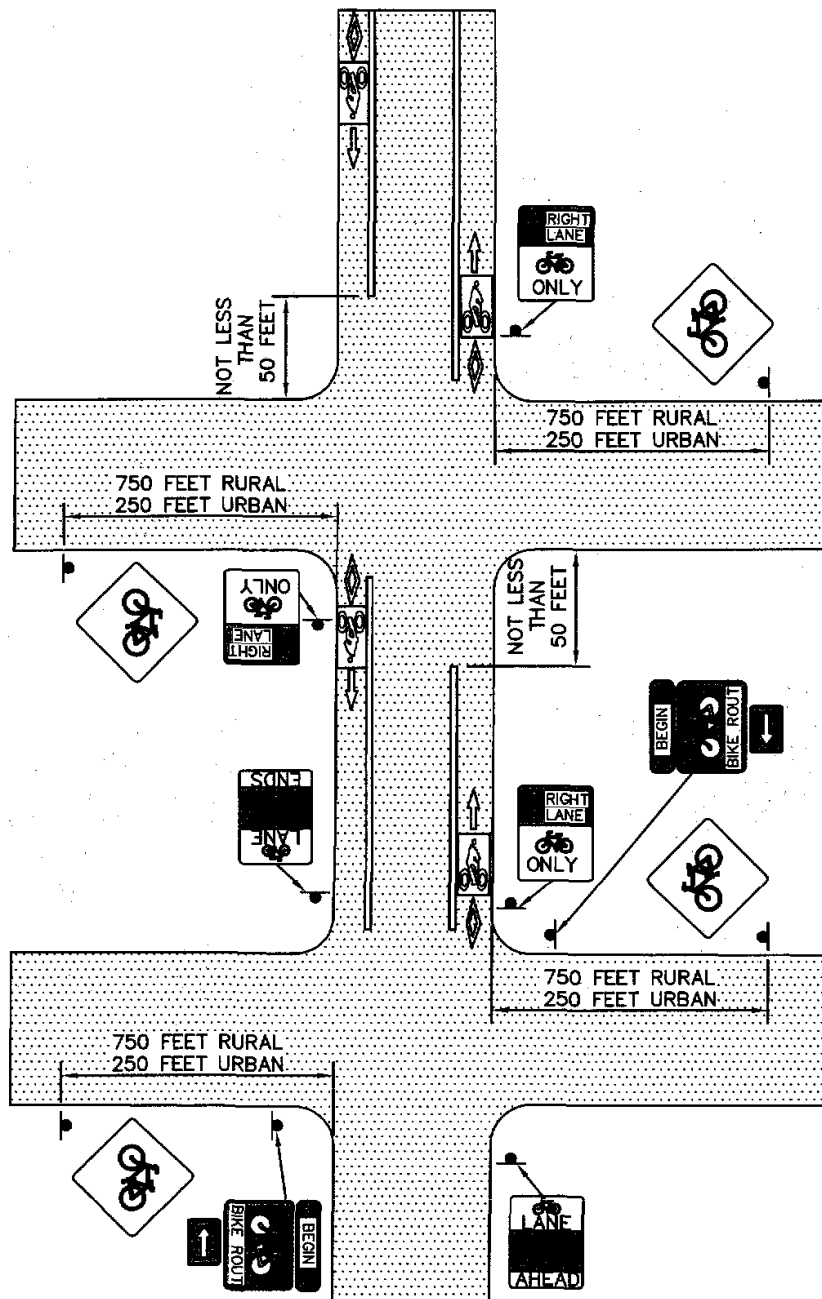
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SIGN POST
SPECIFICATIONS
7-15

Approved By R. A. SHUBERT
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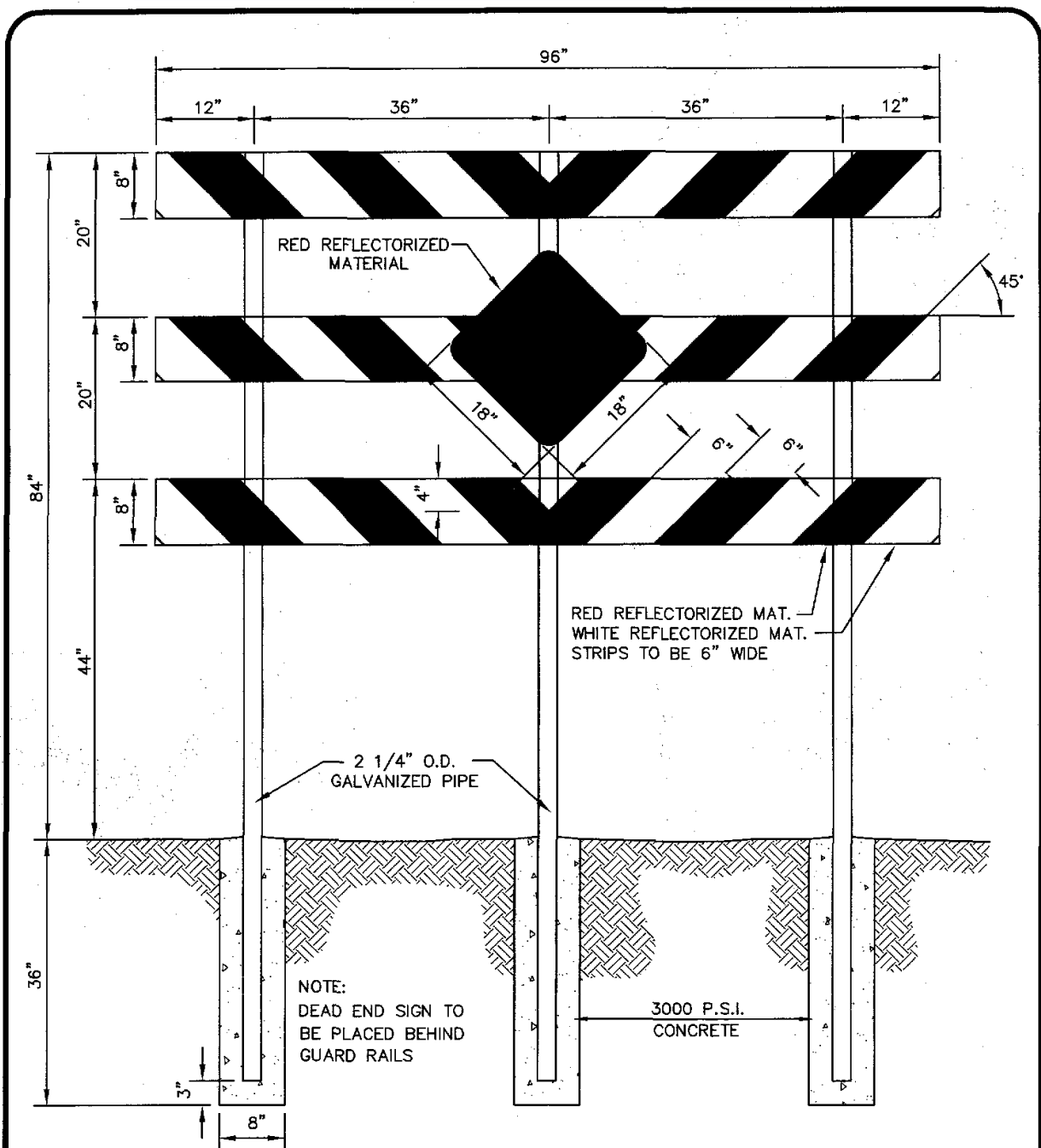
BIKE LANE SIGNS AND
MARKINGS

7-16

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Date JUNE 03, 2008

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DEAD END SIGN



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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

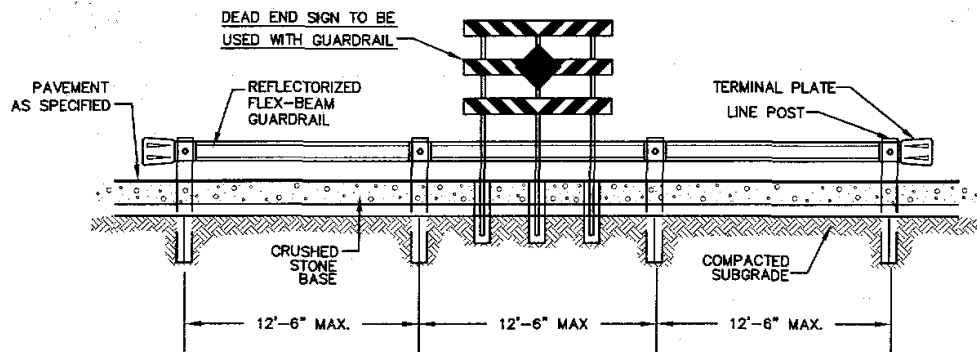
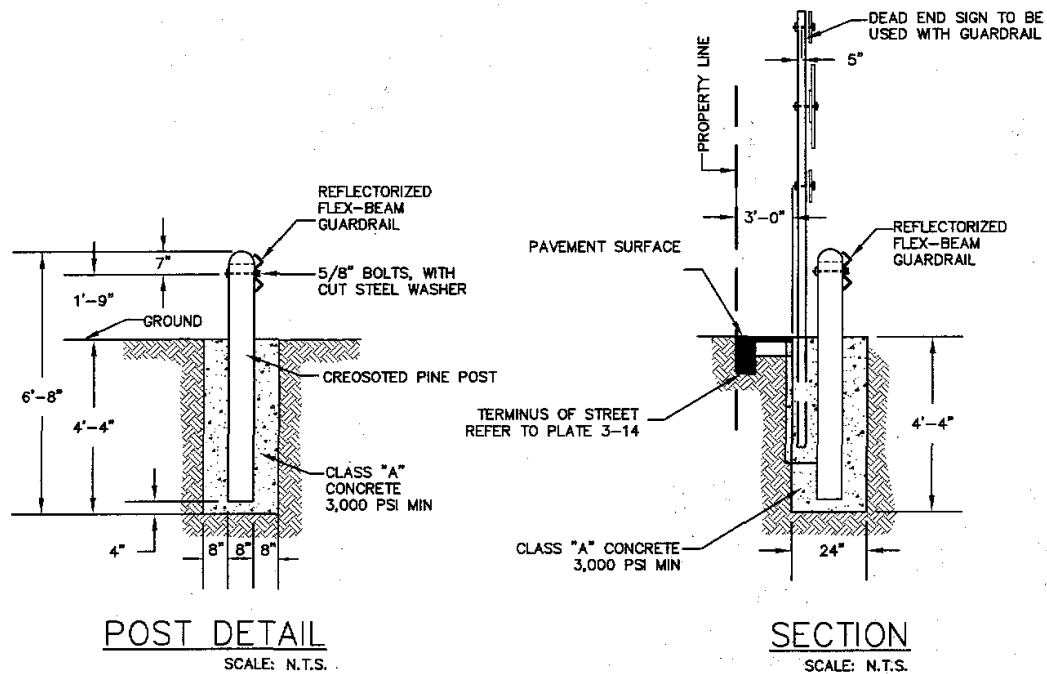
DEAD END SIGN

7-17A

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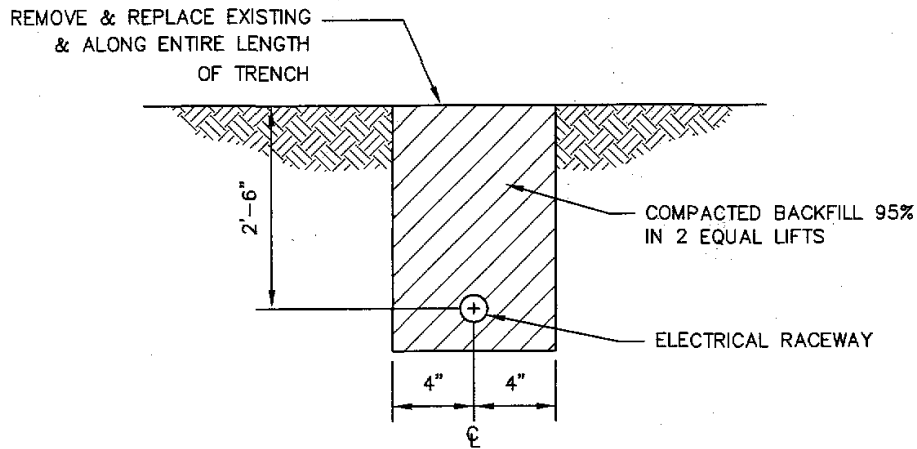
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

GUARDRAIL SIGN
ASSEMBLY AT DEAD END
7-17B

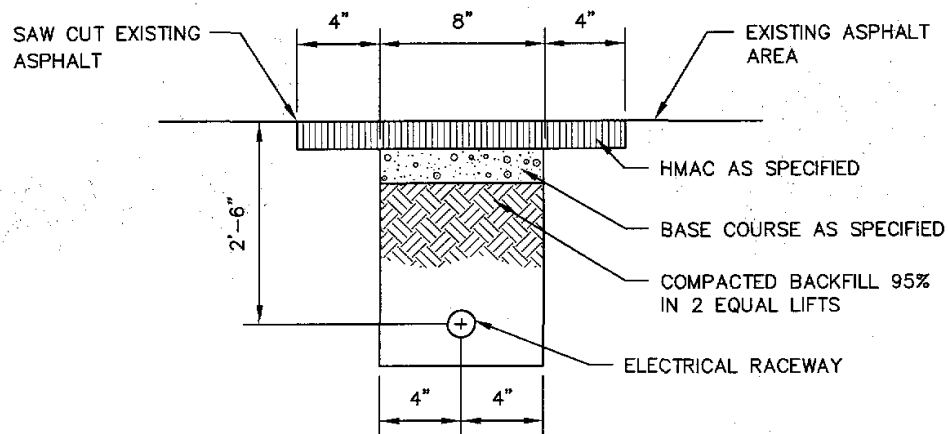
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Date JUNE 03, 2008

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TYPICAL ELECTRICAL RACEWAY TRENCH DETAIL



TYPICAL ELECTRICAL RACEWAY TRENCH DETAIL

KEYED NOTES:

1. TRENCHES IN AREAS WITH GRASS, DIRT, PAVERS, ETC.
SHALL BE REPLACED ALONG ENTIRE LENGTH OF TRENCH.

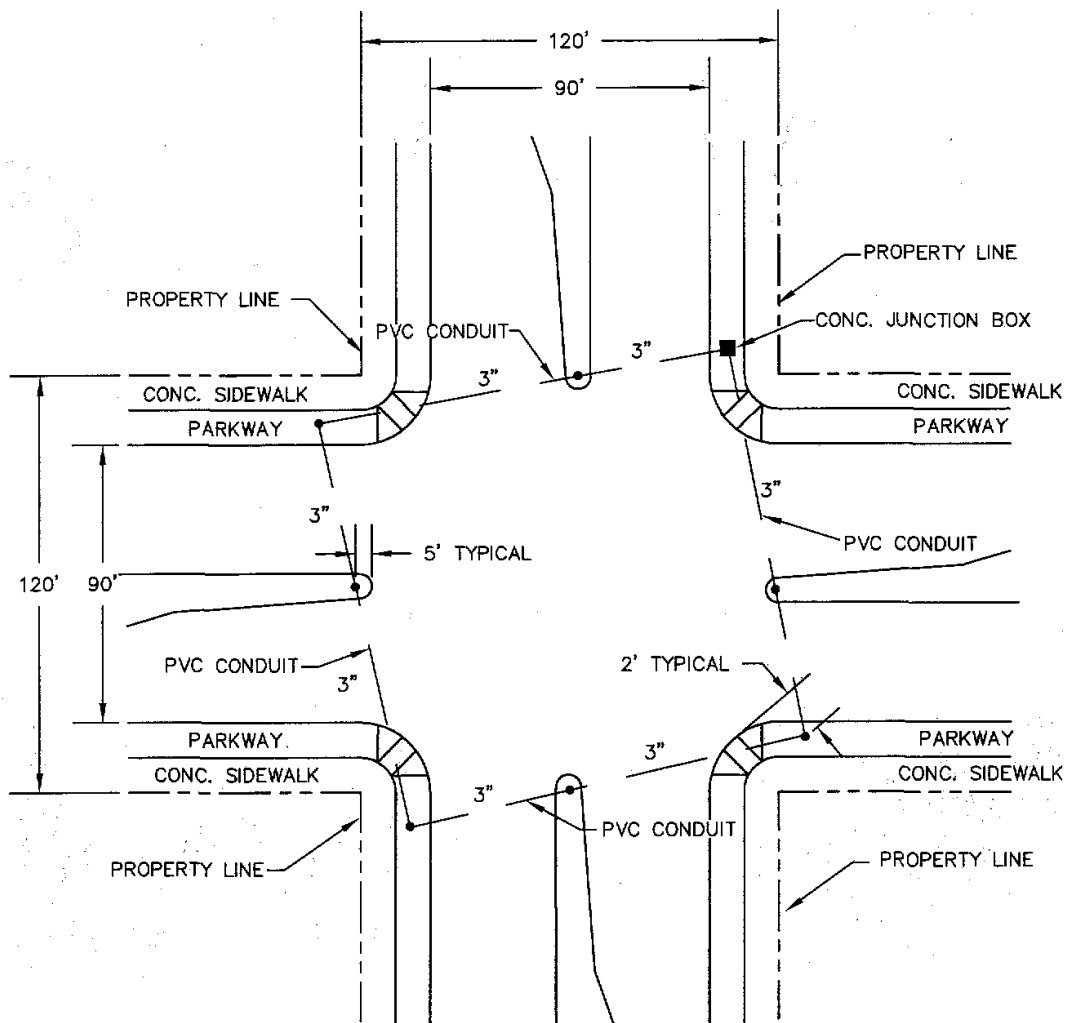


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TYPICAL ELECTRICAL
RACEWAY TRENCH
DETAIL
7-18

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC / J.R.

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NOTE:
CONDUIT SHALL BE HIGH IMPACT
P.V.C. - 3" SCHEDULE 40 AS
PER CITY SPECIFICATIONS.

TYPICAL INTERSECTION
MAJOR ARTERIAL - MAJOR ARTERIAL



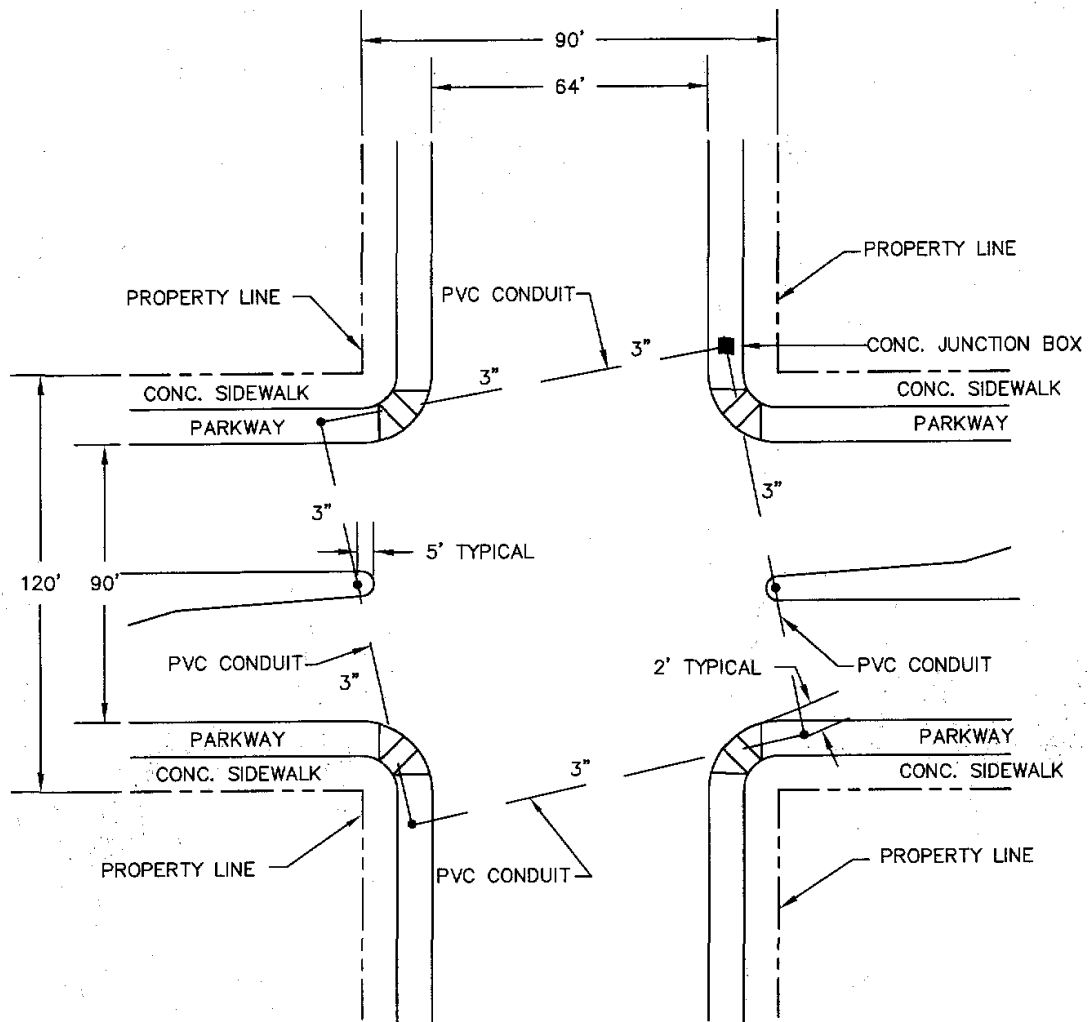
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
FOR CONSTRUCTION**

TRAFFIC SIGNAL
CONDUIT LAYOUT
(MAJOR-MAJOR)
7-19

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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NOTE:
CONDUIT SHALL BE HIGH IMPACT
P.V.C. - 3" SCHEDULE 40 AS
PER CITY SPECIFICATIONS.

TYPICAL INTERSECTION

MAJOR ARTERIAL - MINOR ARTERIAL



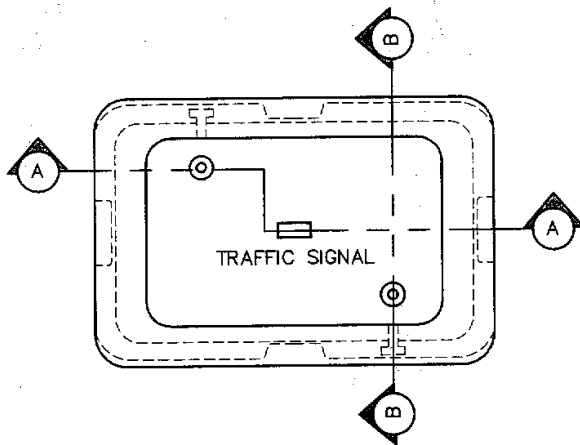
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ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TRAFFIC SIGNAL
CONDUIT LAYOUT
(MAJOR-MINOR)
7-20

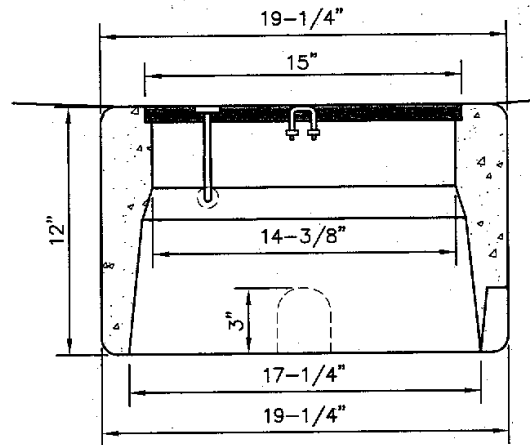
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Date JUNE 03, 2008

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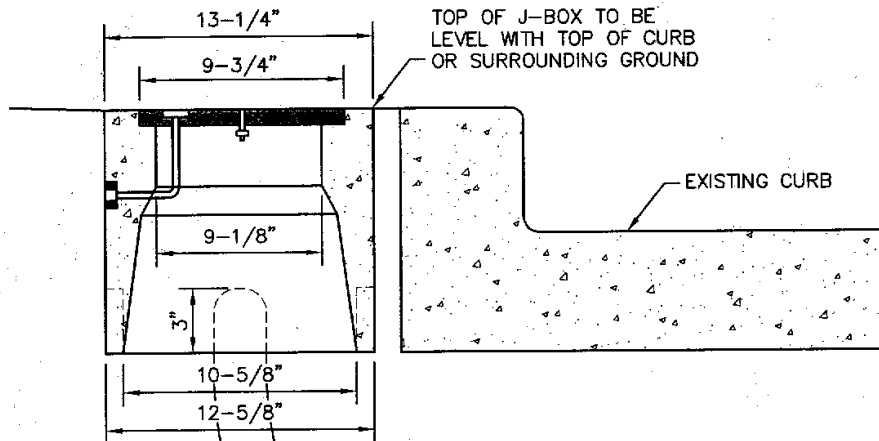
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PLAN VIEW



SECTION A-A



SECTION B-B

NOTE:
PROPOSED J-BOXES TO BE
PLACED EVERY 150 FEET
UNLESS OTHERWISE SPECIFIED
BY ENGINEER.

PROPOSED 3" P.V.C. ELBOW W/
90° BEND AT 18" RADIUS

TYPICAL JUNCTION BOX



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

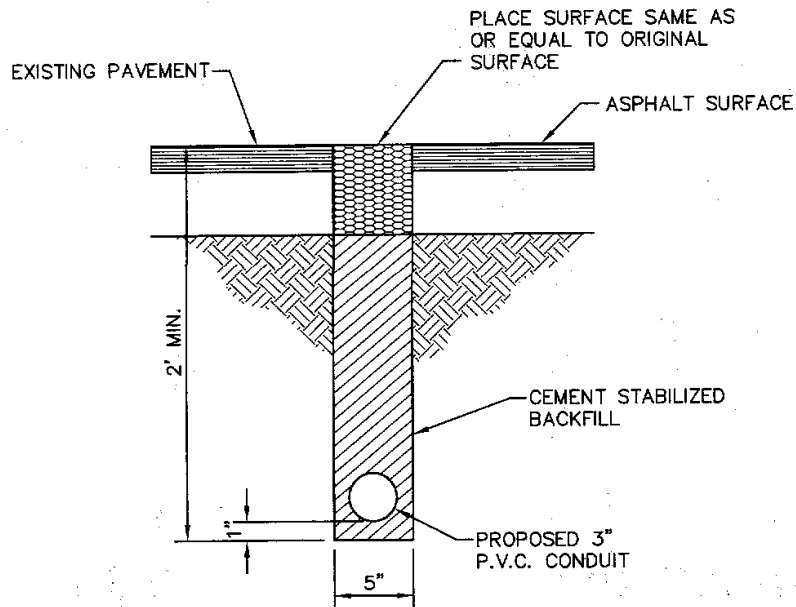
TYPICAL TRAFFIC SIGNAL
JUNCTION BOX

7-21

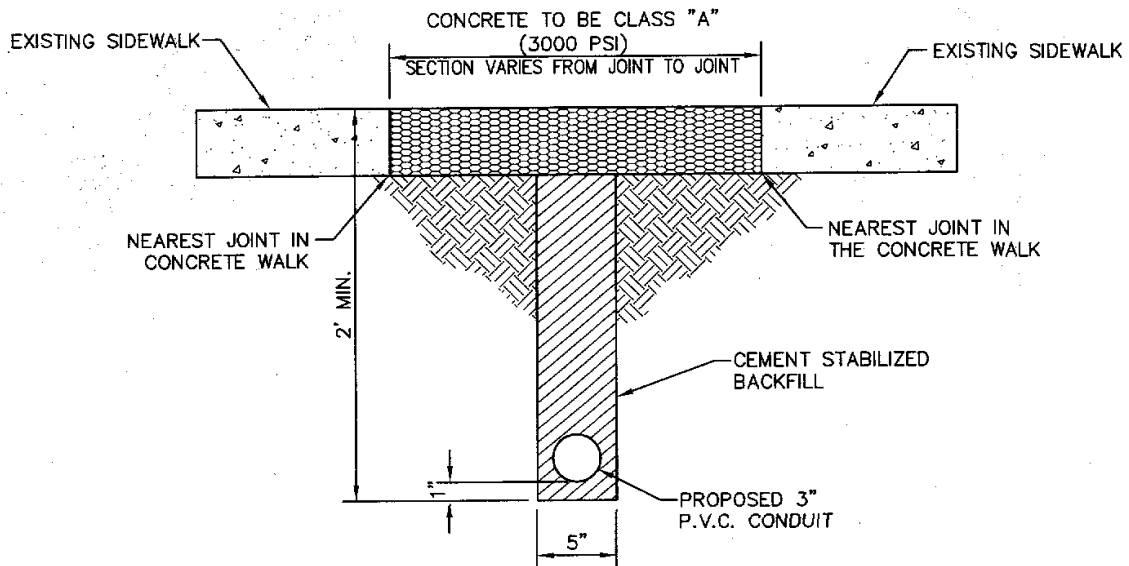
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PAVEMENT CUT FOR CONDUIT PLACEMENT



SIDEWALK CUT FOR CONDUIT PLACEMENT

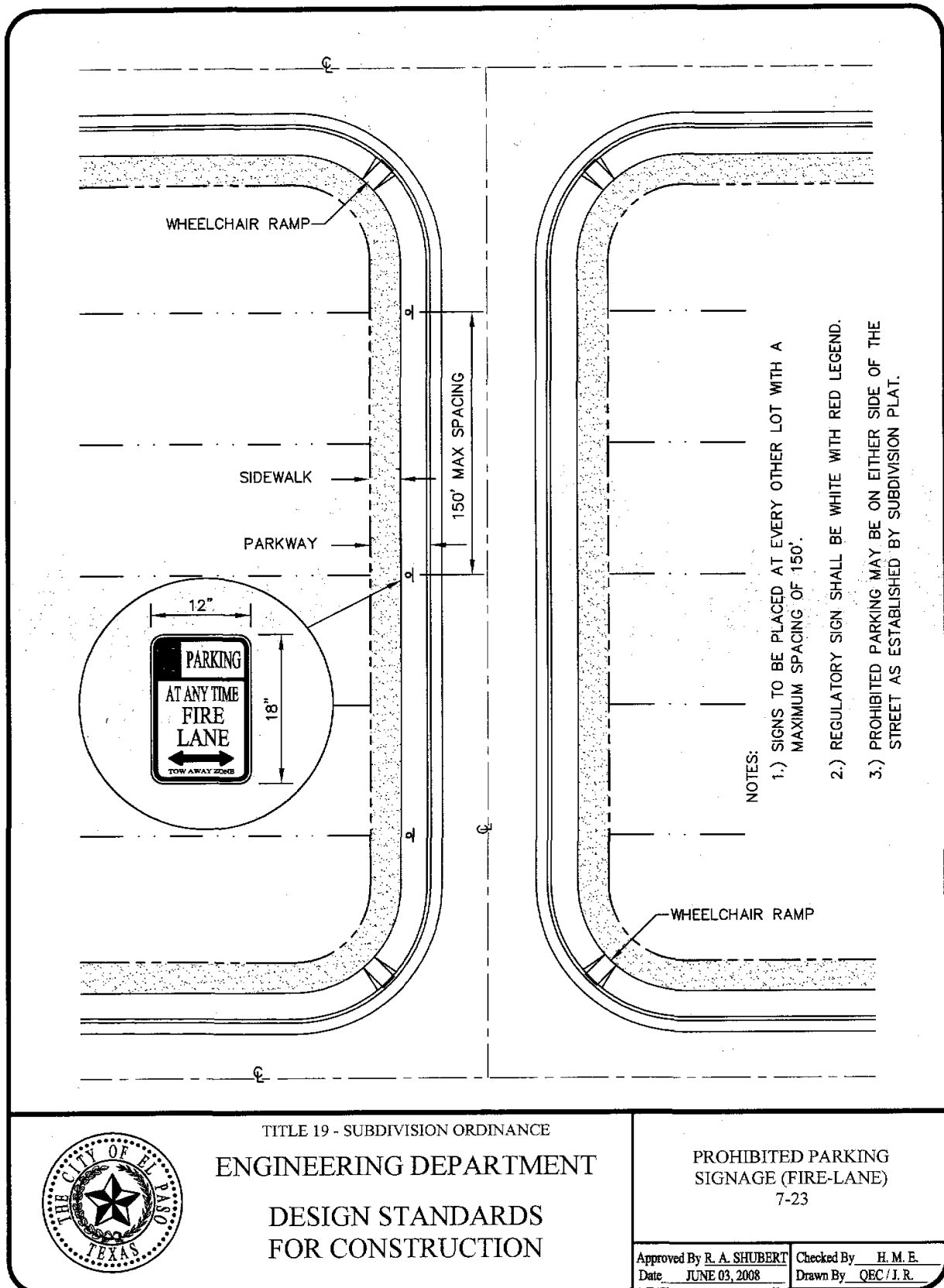


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

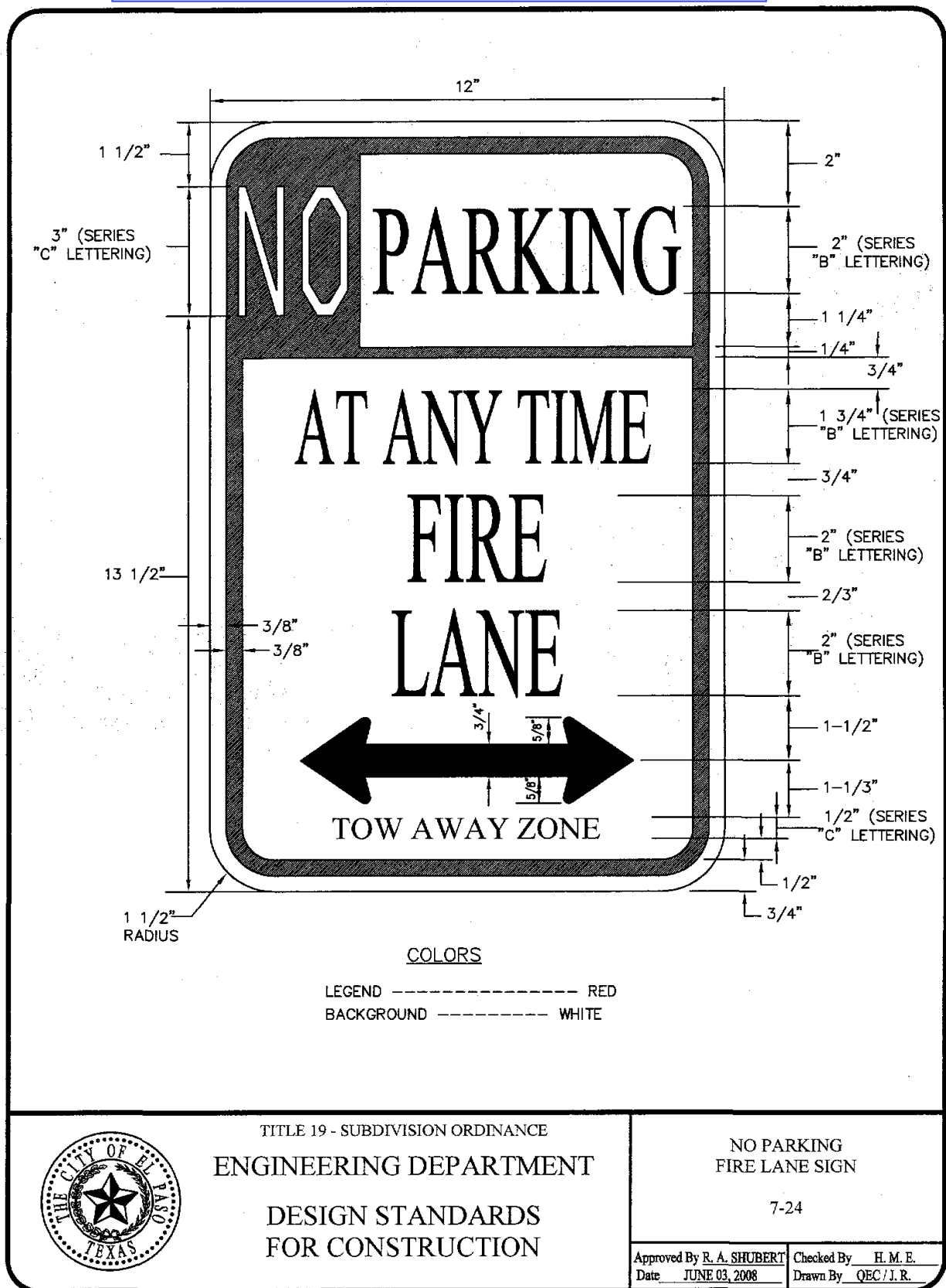
TYPICAL CUTS FOR
CONDUIT PLACEMENT OF
TRAFFIC SIGNALS
7-22

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC/J.R.</u>

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SECTION 8

SECTION 8

STREET LIGHTING

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RESIDENTIAL STREET LIGHT WOOD POLE.....	8-2
RESIDENTIAL STREET LIGHT WOOD POLE (connection to service enclosure).....	8-3
RESIDENTIAL STREET LIGHTING MATERIAL LIST.....	8-4
RESIDENTIAL STREET LIGHT STEEL POLE.....	8-5 thru 8-6

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 8
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Approved By R. A. SHUBERT
Date JUNE 03, 2008

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The Subdivider shall furnish and install street lights along all public and private streets, whether within the corporate limits or within the extraterritorial jurisdiction. Such street lights shall comply with the City of El Paso lighting ordinance found at Chapter 18.18 of the El Paso Municipal Code. The following standards shall apply in determining the number of street lights required, and are based on approved standards of the American National Standards Institute and the Illuminating Engineering Society of North America, a copy of which is maintained by the City Engineer:

Street Type	Required Spacing	Pole Type	Lamp Type	Height
Local streets	At intervals of not more than three hundred feet (300')	Wood or Metal	100 watt high pressure sodium	30 feet
Collector arterials	At intervals of not more than three hundred feet (300')	Wood or Metal	100 watt high pressure sodium	30feet



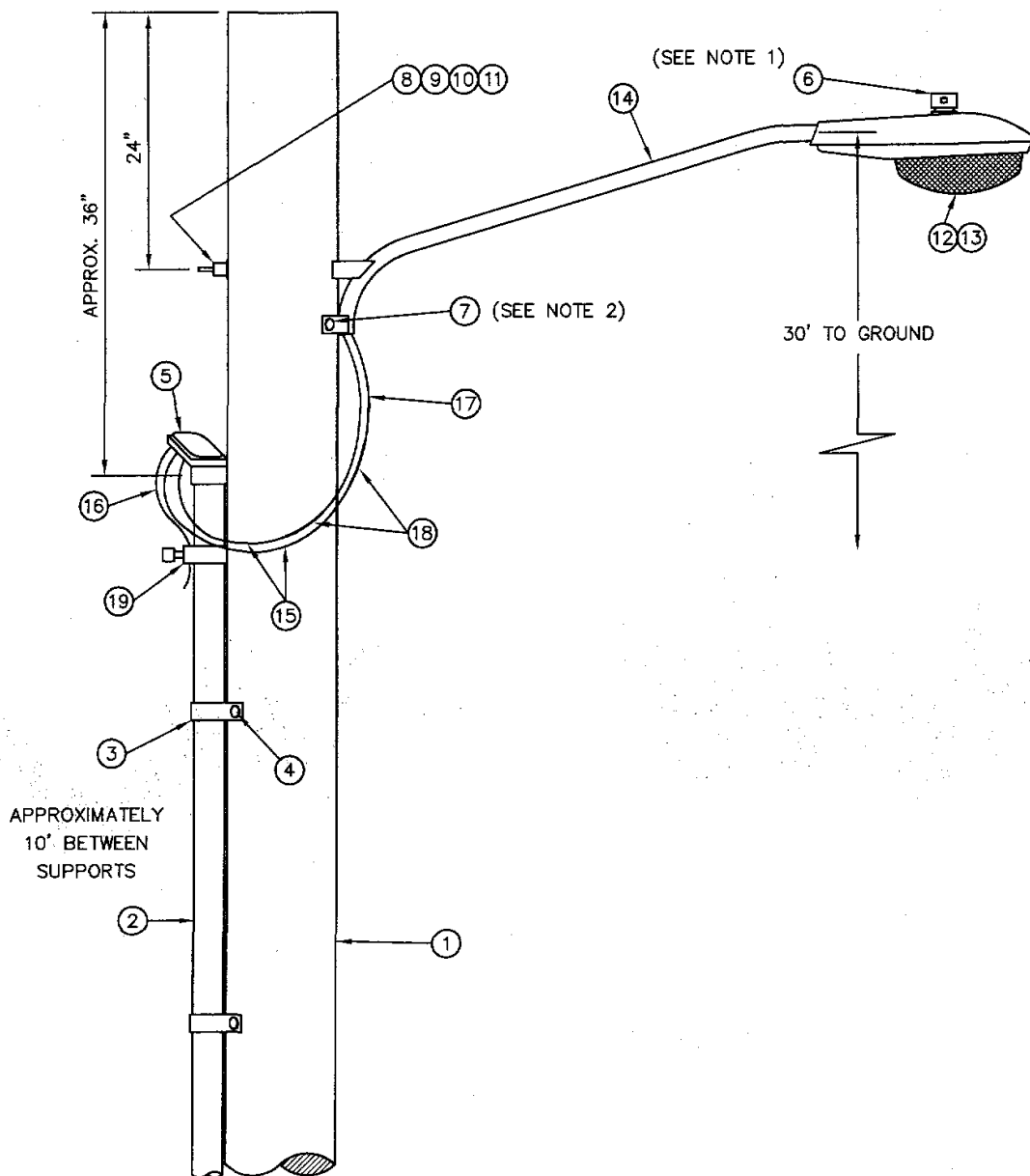
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHTING
8-1

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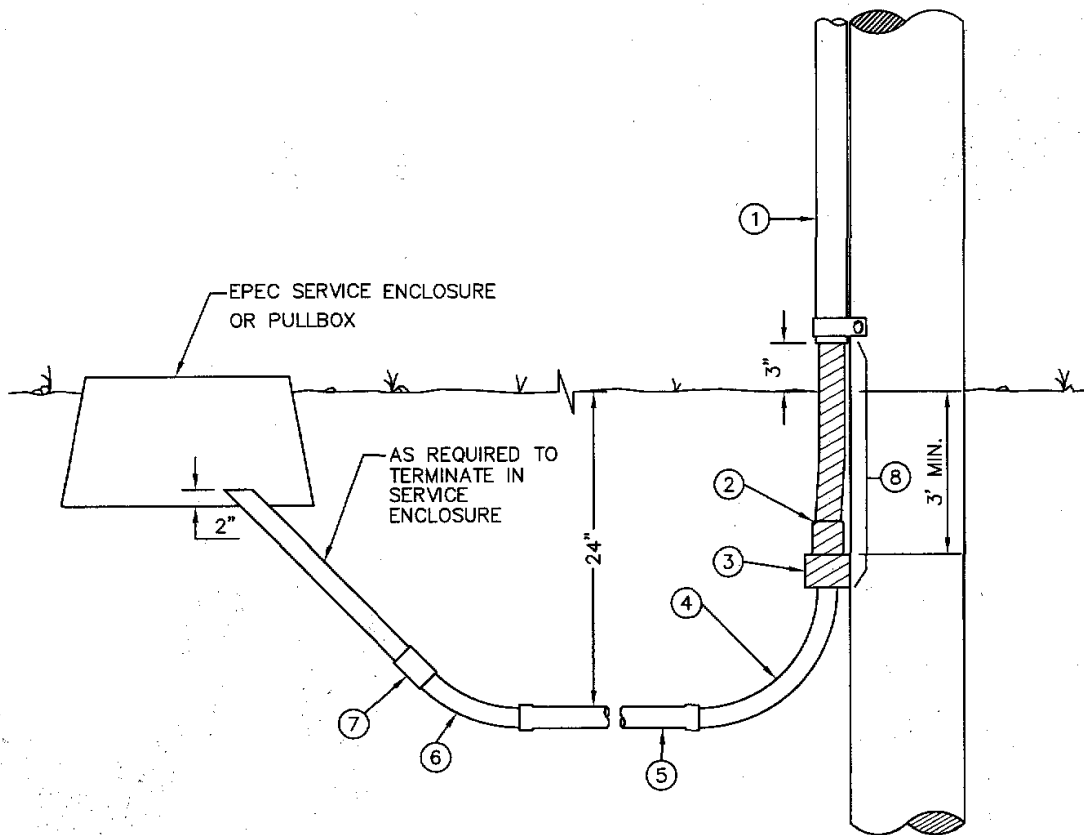
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL
STREET LIGHT WOOD POLE
8-2

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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KEY NOTES:

1. 1/2" GALVANIZED RIGID CONDUIT
2. REDUCER 1" TO 1/2" BUSHING
3. 1" PVC FEMALE ADAPTER
4. 1" PVC 90° ELBOW
5. 1" PVC CONDUIT
6. 1" PVC 45° ELBOW
7. 1" PVC COUPLING
8. TAPE 1/2" RIGID CONDUIT (6")



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL
STREET LIGHT WOOD POLE
(connection to service enclosure)
8-3

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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ITEM No.	DESCRIPTION	STOCK No.	QTY.
1	POLE, 35 FT.-CLASS IV	009-035	1
2	GALVANIZED RIGID 1/2" CONDUIT	017-292	3
3	PIPE STRAP FOR 1/2' CONDUIT, 2-HOLE	017-334	7
4	LAG BOLT, 1/4" x 2"	002-330	6
5	WEATHERHEAD, 1/2" CONDUIT	017-293	1
6	PHOTOCELL, 240V-SEE NOTE 1	021-225	1
7	LAG BOLT, 1/2" x 4"	002-370	2
8	MACHINE BOLT, 5/8" x 8"	002-450	1
9	SQUARE GALV. WASHER, 2-1/4"x2"-1/4"	002-760	1
10	COIL-SPRING WASHER, 5/8"	002-786	1
11	LOCKNUT, 5/8"	002-705	1
12	LUMINAIRE, 100W H. P. S.	021-335	1
13	HPS LAMP, 100W	021-085	1
14	MAST ARM, 6' x 1-1/4"	021-200	1
15	COPPER CABLE, #12, 19 STRAND, 600 V	013-665	
16	COPPER CABLE, #12, SOLID, 600 V, GREEN	013-701	
17	CABLE, #10, 2 CONDUCTOR, 600 V, UF	013-600	8
18	SLEEVES, #12-10	005-140	2
19	GROUNDING CLAMP	021-215	1

KEYNOTES

1. MOUNT SO THAT CONTROL FACES NORTH.
2. ITEM 17 SHALL NOT BE SPLICED INSIDE ITEM 14.

DESIGN NOTES

1. INSTALLATION SHALL COMPLY WITH ALL LOCAL CODE REQUIREMENTS.
2. FOR ANY CLARIFICATION, EXCEPTIONS OR QUESTIONS REGARDING CODE INTERPRETATION, CALL EL PASO ELECTRIC CO. DISTRIBUTION DEVELOPMENT DEPARTMENT.

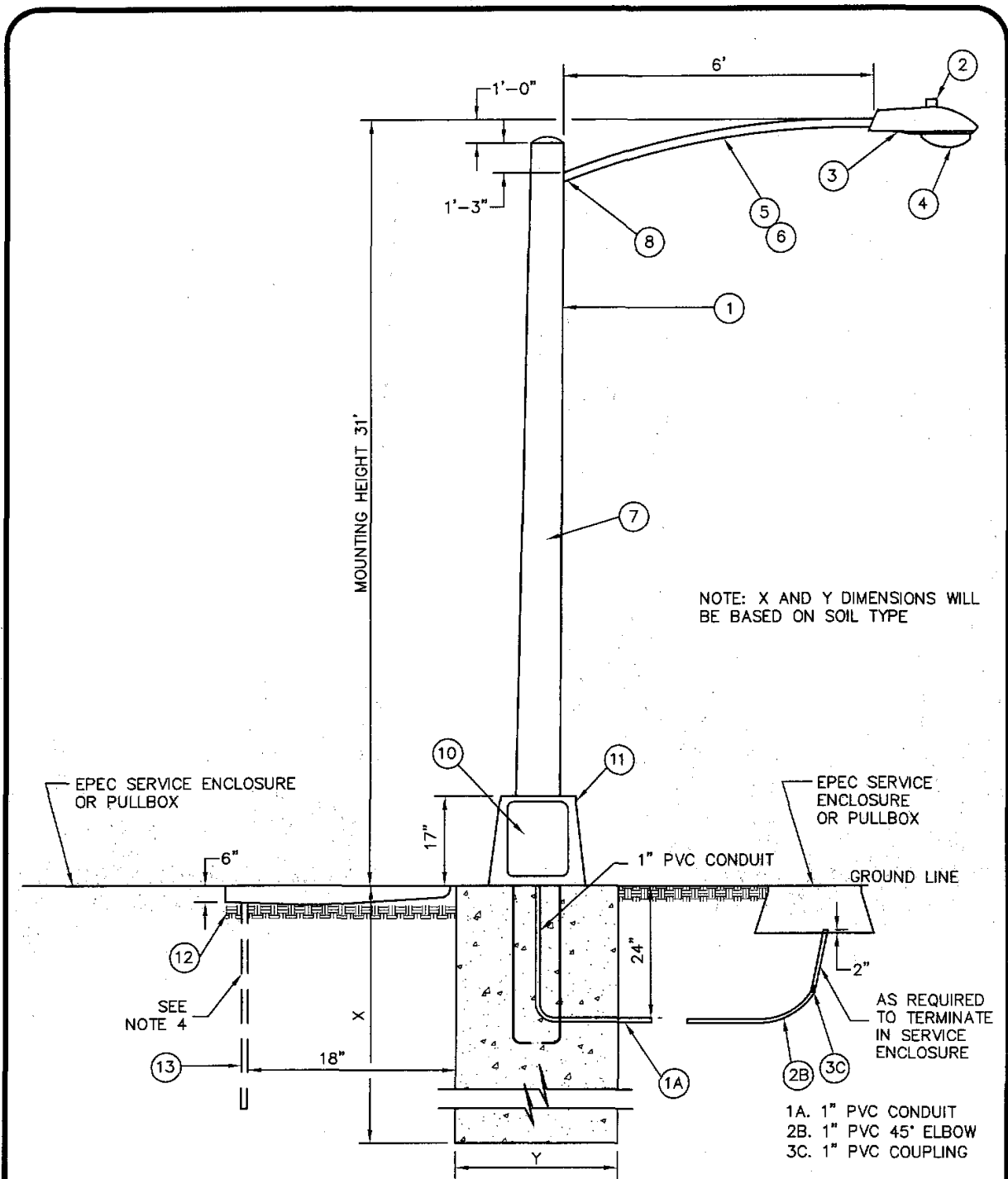


TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
**DESIGN STANDARDS
 FOR CONSTRUCTION**

RESIDENTIAL STREET
 LIGHTING MATERIAL LIST
 8-4

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC / J. R.</u>

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TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHT STEEL POLE
8-5

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

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ITEM No.	DESCRIPTION	STOCK No.	QTY.
1	POLE, 35 FT.—CLASS IV		1
2	PHOTOCELL, 240V—SEE NOTE 1	021—225	1
3	LUMINAIRE, 100W H. P. S.	021—335	1
4	HPS LAMP, 100W	021—085	1
5	MAST ARM, 6' x 1-1/4"	21—200	1
6	#10 SOLID CABLE 600 V	013—600	AS REQ'D.
7	CABLE, #10, 3 CONDUCTOR, 600 V, UF	013—600	40' PLUS
8	SLEEVES, #12	05—145	AS REQ'D.
9	ROADWAY LUMINAIRE HPS 150 WATTS	21—340	1
10	BREAK—A—WAY FUSES 30 AMP.	21—250	2
11	ALUMINUM TRANSFORMER BASE	21—608	1
12	5/8' GROUND ROD CLAMP	07—561	1
13	5/8" x 10' CU BONDED GROUND ROD	08—626	1

KEYNOTES

1. MOUNT SO THAT CONTROL FACES NORTH.
2. ITEM 7 SHALL NOT BE SPLICED INSIDE ITEM 5.

DESIGN NOTES

1. INSTALLATION SHALL COMPLY WITH ALL LOCAL CODE REQUIREMENTS.
2. FOR ANY CLARIFICATION, EXCEPTIONS OR QUESTIONS REGARDING CODE INTERPRETATION, CALL EL PASO ELECTRIC CO. DISTRIBUTION DEVELOPMENT DEPARTMENT.
3. A GROUND ROD MUST BE USED,



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

RESIDENTIAL STREET
LIGHT STEEL POLE
(continued)
8-6

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

SECTION 9

SECTION 9

TYPICAL LOT LAYOUT

<u>TITLE</u>	<u>PAGE</u>
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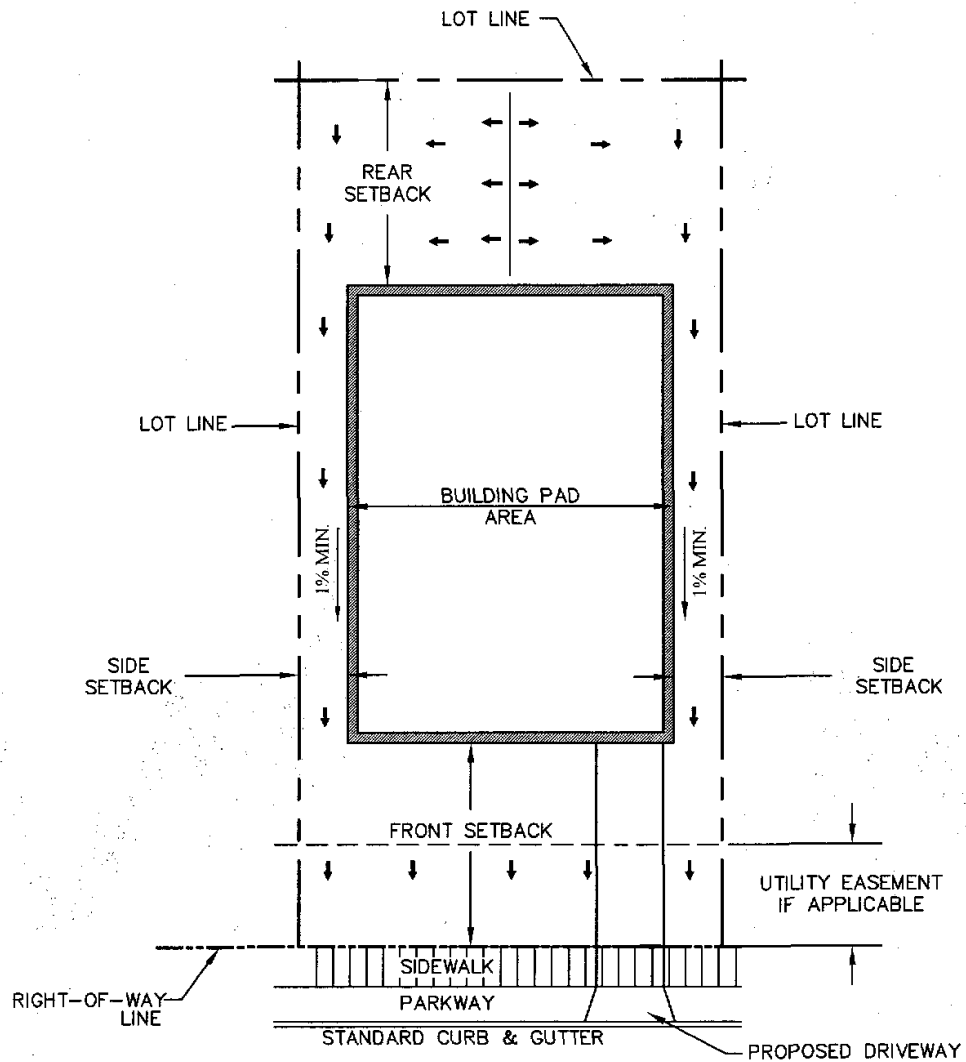
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ENGINEERING DEPARTMENT

DESIGN STANDARDS
FOR CONSTRUCTION

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TYPICAL LOT LAYOUT

SCALE: N.T.S.

DRIVEWAY NOTE:

NOTE: DRIVEWAY SLOPES MUST BE 10% MAX.
FROM GUTTER FOR FIRST 12 FT. AND
14% MAX. THEREAFTER (BLDG. CD. 18.08.060 C)
FOR SETBACK DIMENSIONS REFER TO ZONING ORDINANCE.



TITLE 19 - SUBDIVISION ORDINANCE ENGINEERING DEPARTMENT DESIGN STANDARDS FOR CONSTRUCTION

TYPICAL LOT LAYOUT 9-1

Approved By R. A. SHUBERT	Checked By H. M. E.
Date JUNE 03, 2008	Drawn By QEC / J. R.

SECTION 10

SECTION 10

TRAFFIC CALMING STANDARDS

<u>TITLE</u>	<u>PAGE</u>
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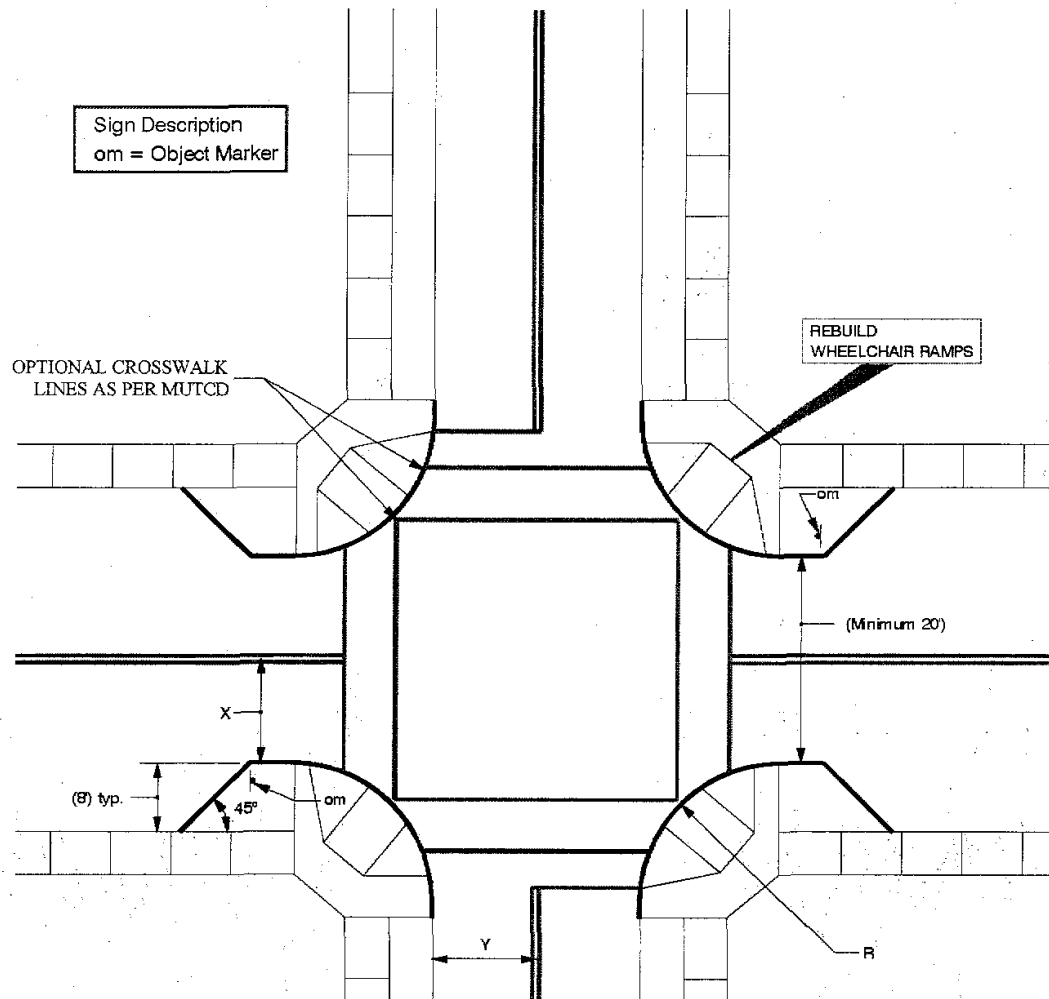
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SECTION 10
TABLE OF
CONTENTS

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

[BACK TO TITLE INDEX PAGE](#)

Bulbout (Intersection Treatment)



NOTES:

1. Distance X is referenced from the center of the roadway to the lip of gutter.

For the Street Widths		Use this Gurb Radius
X	Y	R
12'	12'	40'
12'	14'	32'
12'	16'	28'
14'	12'	37'
14'	14'	35'
14'	16'	24'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

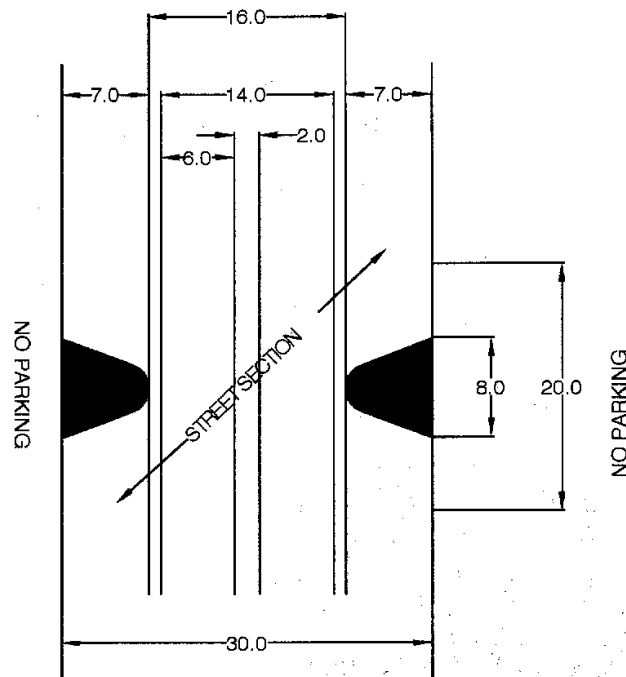
BULBOUT
(INTERSECTION TREATMENT)
10-1

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

[BACK TO TITLE INDEX PAGE](#)

Bulbout (Midblock Treatment)



MIN. 30' WIDE STREET
FOR WIDER STREETS
MAKE BULB DEEPER

THE BULB-OUT DRAWING SHOWN IS FOR A 30 FOOT WIDE STREET. IF A STREET IS WIDER, THE BULB WOULD BE DEEPER; EACH BULB SHOWN IS SEVEN FEET DEEP. THE WIDTH BETWEEN BULBS SHOULD BE 16 FEET, WHICH ALLOWS FOR ONE FOOT BETWEEN BULB AND CAR, SIX FEET PER CAR AND TWO FEET BETWEEN CARS. THIS WOULD REQUIRE CARS TO SLOW DOWN SUBSTANTIALLY IN ORDER TO PASS. THE BULB WOULD RESTRICT PARKING FOR APPROXIMATELY 20 FEET (ONE CAR LENGTH FOR PARKING PURPOSES) IN ORDER FOR THE BULB TO BE VISIBLE, ALLOW WIDER VEHICLES TO PULL TO THE RIGHT AND ALLOW AN OPPOSING VEHICLE TO PASS. IT MAY BE POSSIBLE TO PLANT A TREE IN EACH BULB.



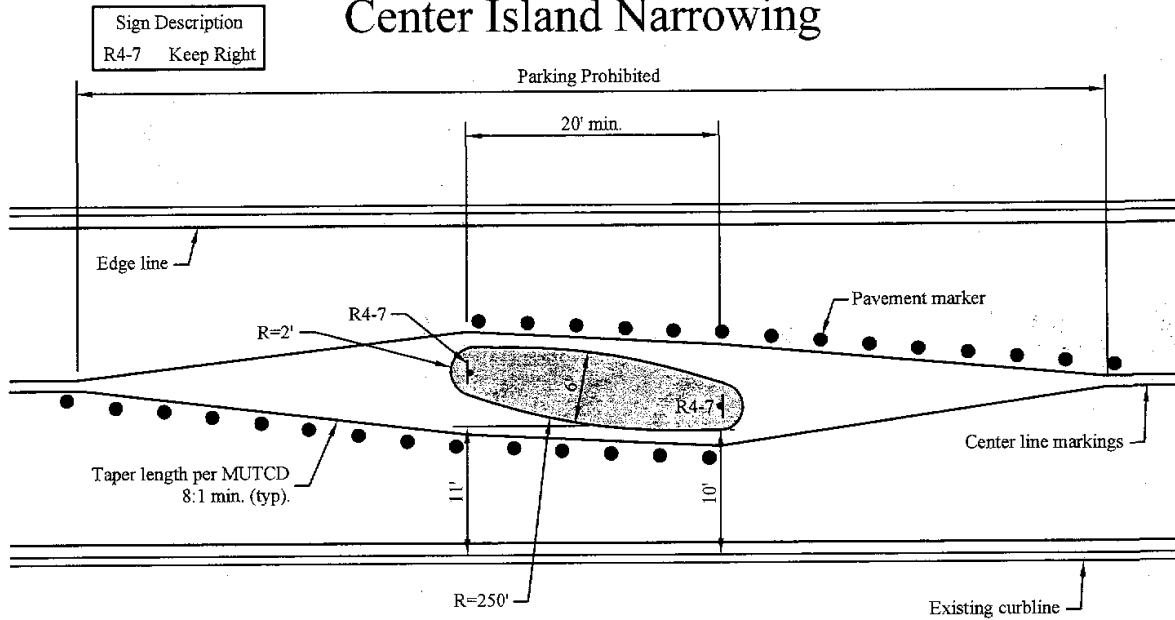
TITLE 19 - SUBDIVISION ORDINANCE
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BULBOUT
(MIDBLOCK TREATMENT)
10-2

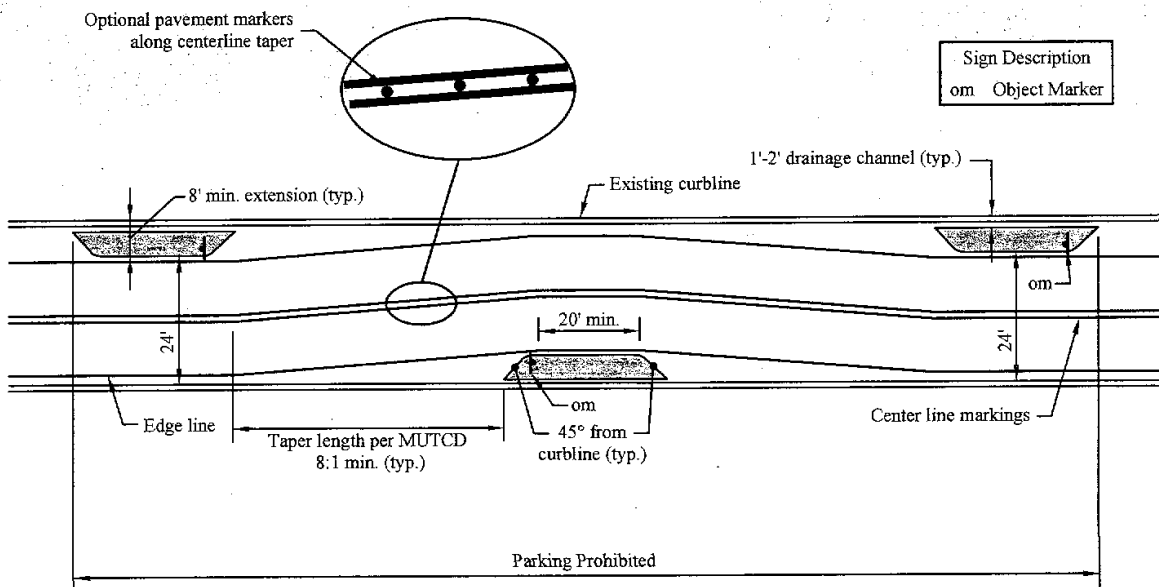
Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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Center Island Narrowing



Chicane



TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

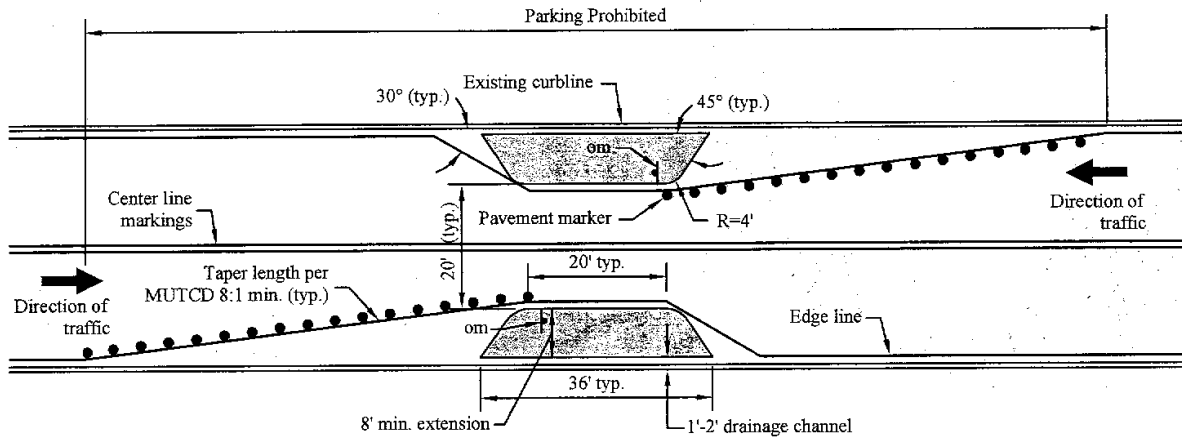
CENTER ISLAND
NARROWING AND CHICANE
10-3

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QBC/J.R.

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CHOKER



TITLE 19 - SUBDIVISION ORDINANCE
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CHOKER

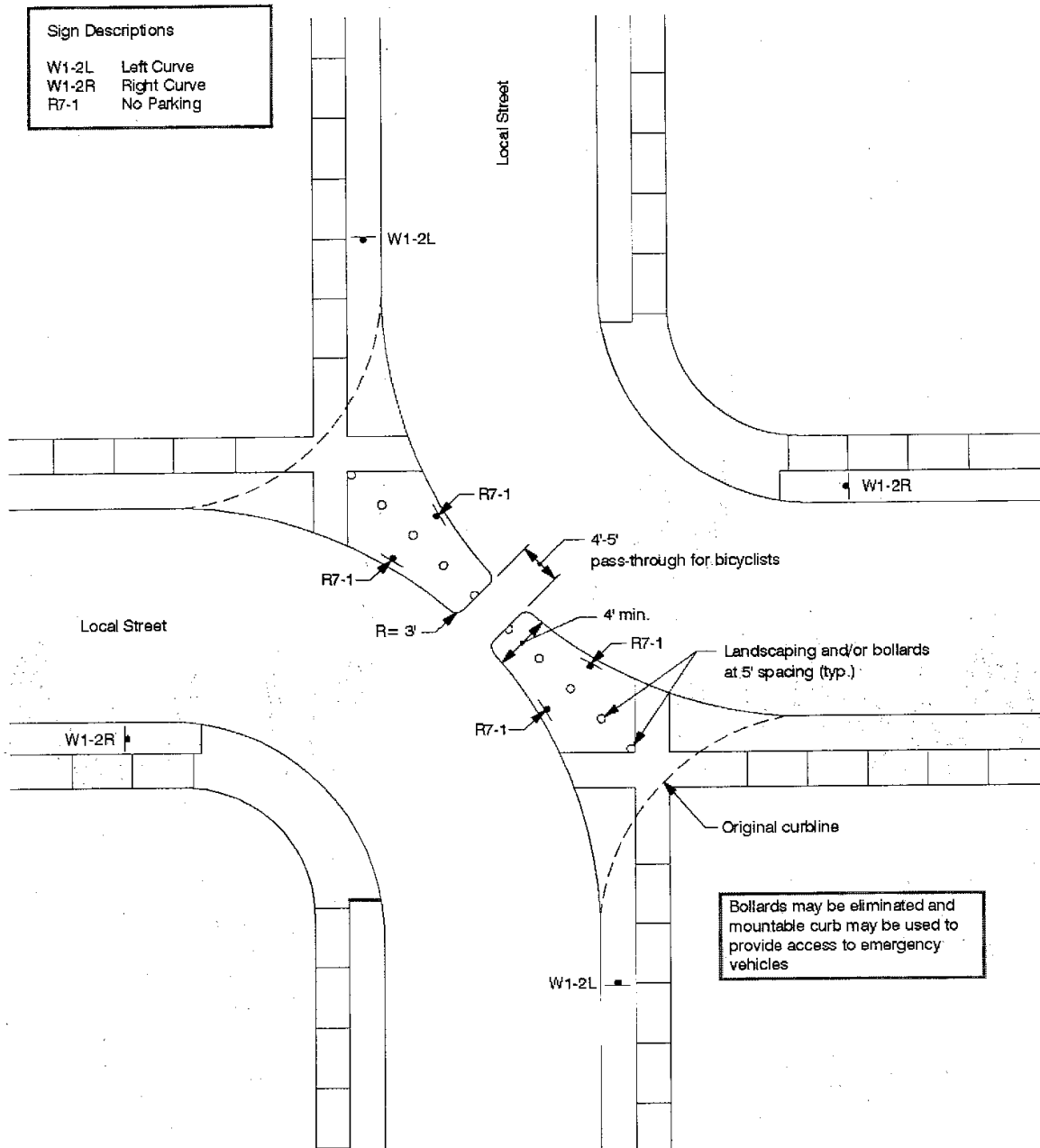
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Approved By R. A. SHUBERT
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Diagonal Diverter



TITLE 19 - SUBDIVISION ORDINANCE
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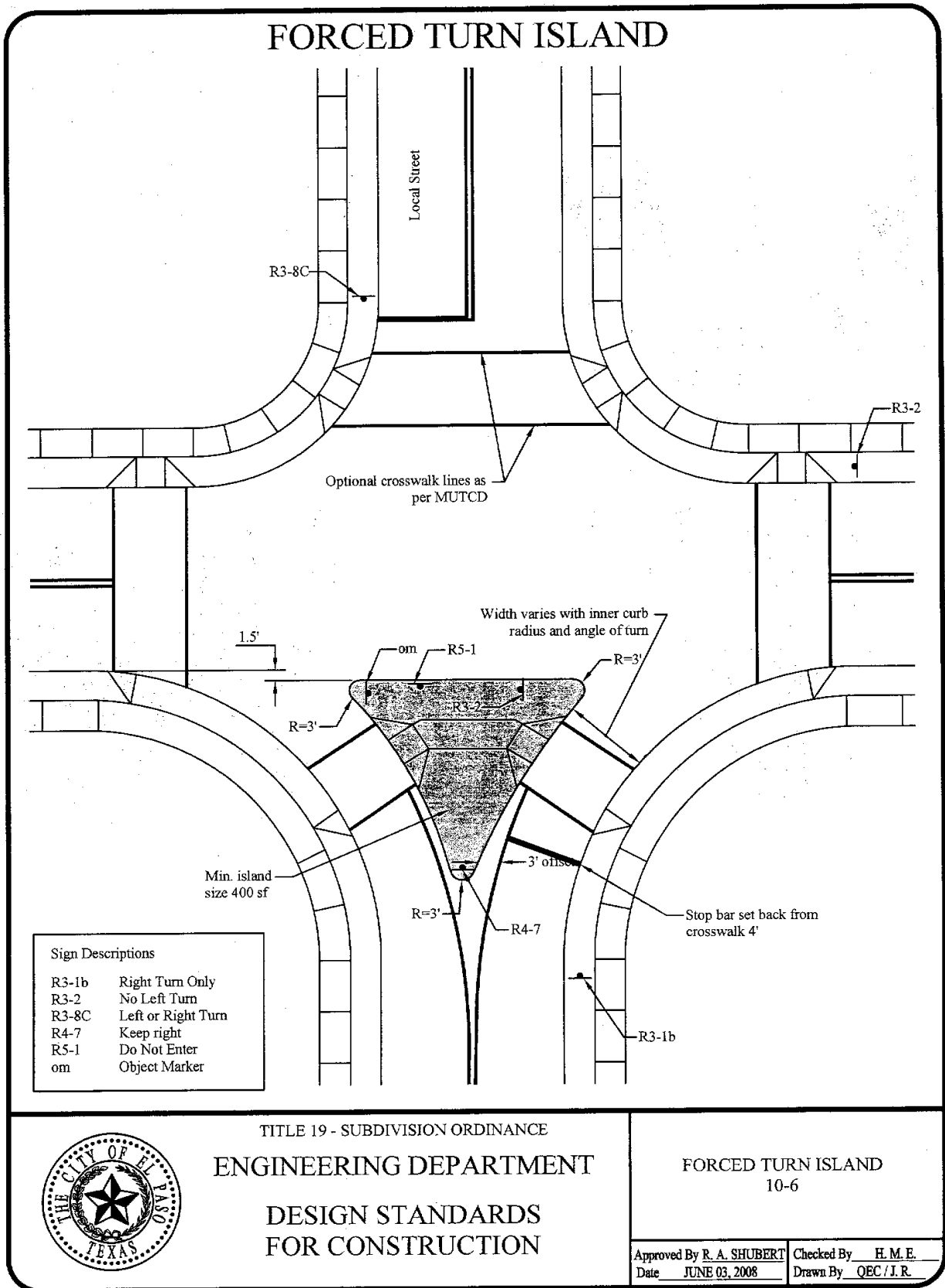
DIAGONAL DIVERTER

10-5

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>OEC/J. R.</u>

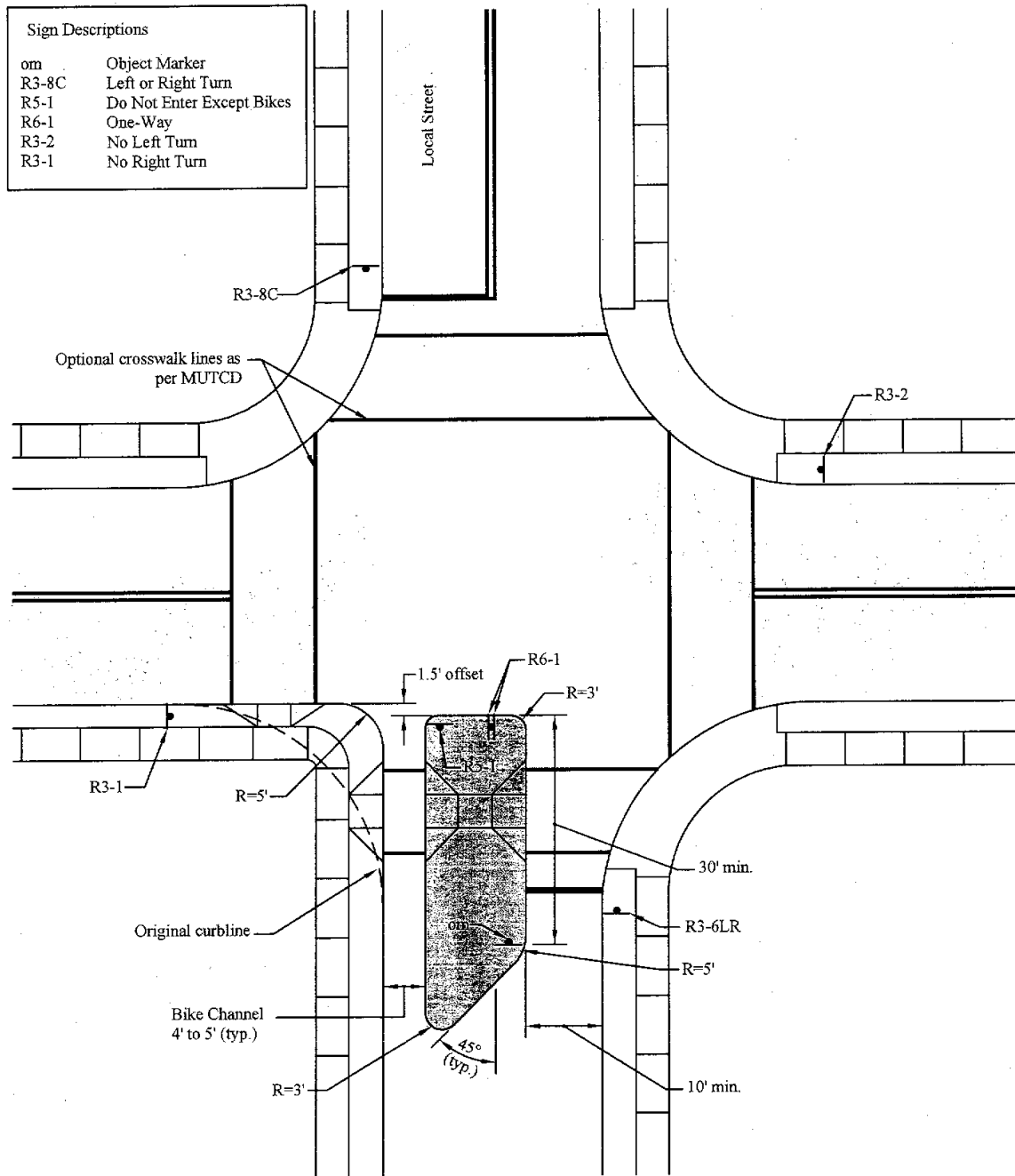
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FORCED TURN ISLAND



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HALF CLOSURE



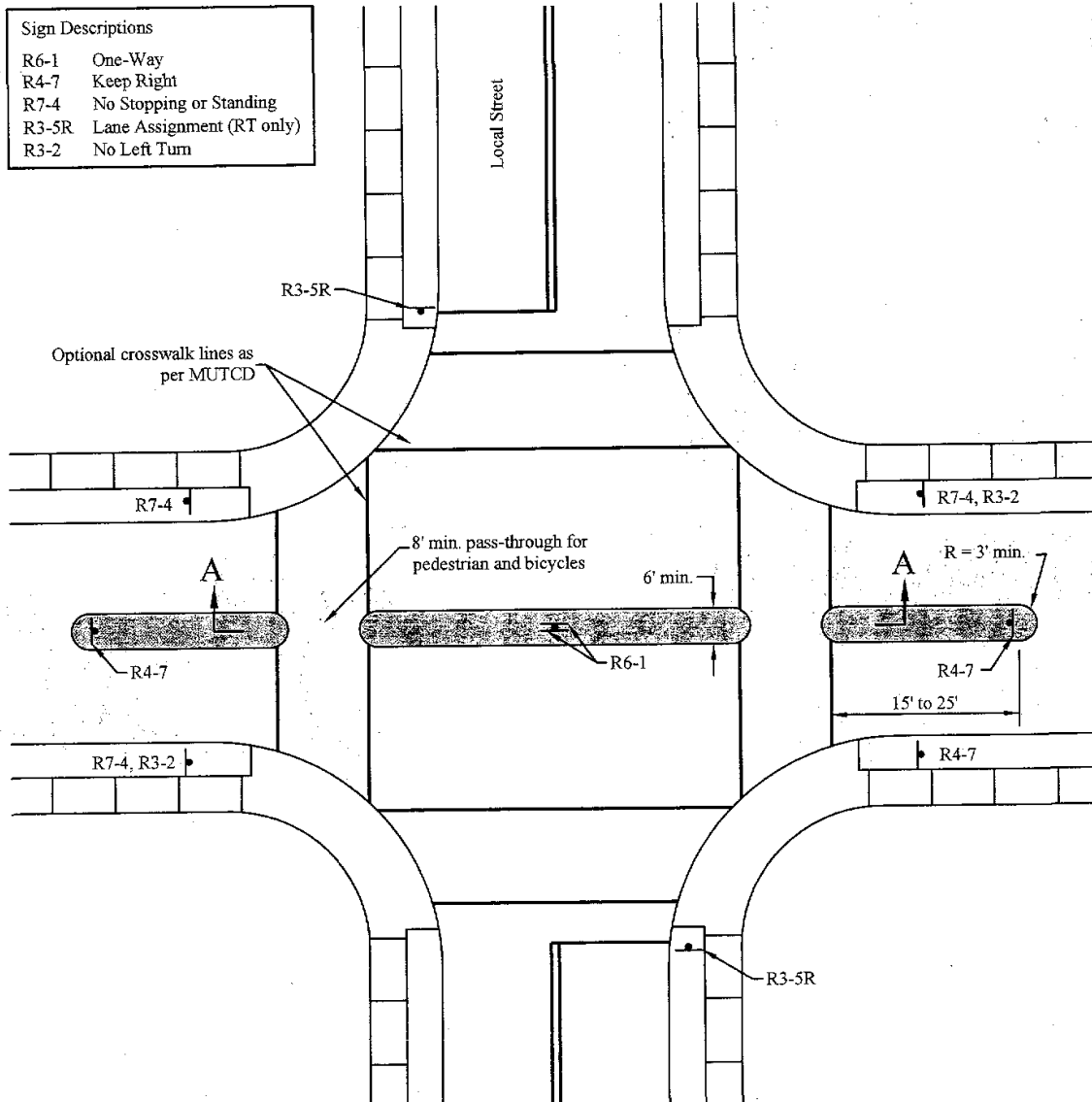
TITLE 19 - SUBDIVISION ORDINANCE
 ENGINEERING DEPARTMENT
 DESIGN STANDARDS
 FOR CONSTRUCTION

HALF CLOSURE
 10-7

Approved By <u>R. A. SHUBERT</u>	Checked By <u>H. M. E.</u>
Date <u>JUNE 03, 2008</u>	Drawn By <u>QEC / J. R.</u>

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Median Barrier



TITLE 19 - SUBDIVISION ORDINANCE
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FOR CONSTRUCTION

MEDIAN BARRIER
10-8

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC / J. R.

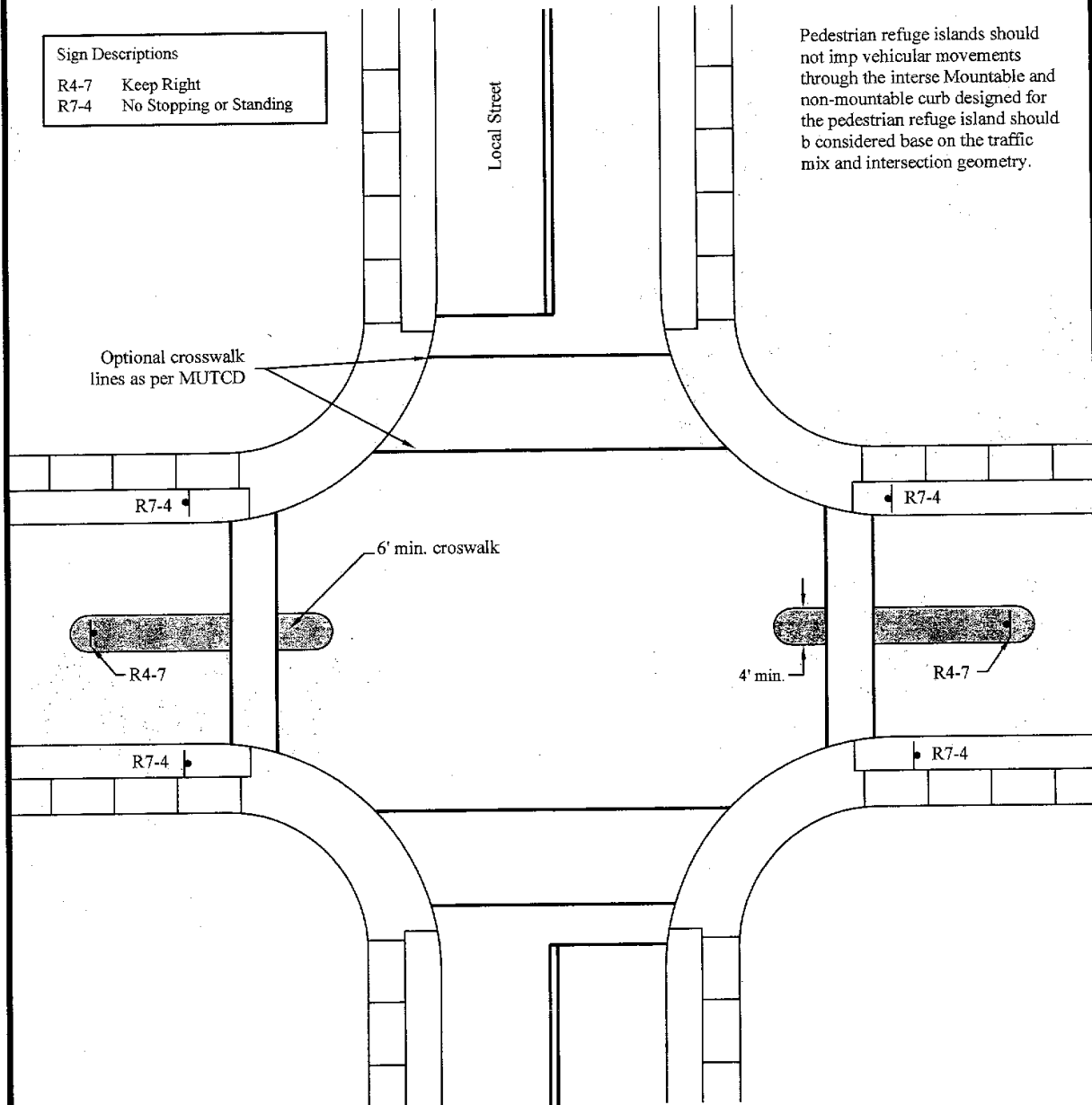
[BACK TO TITLE INDEX PAGE](#)

Pedestrian Refuge Island

Sign Descriptions

R4-7 Keep Right
R7-4 No Stopping or Standing

Pedestrian refuge islands should not imp vehicular movements through the interse Mountable and non-mountable curb designed for the pedestrian refuge island should b considered base on the traffic mix and intersection geometry.



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
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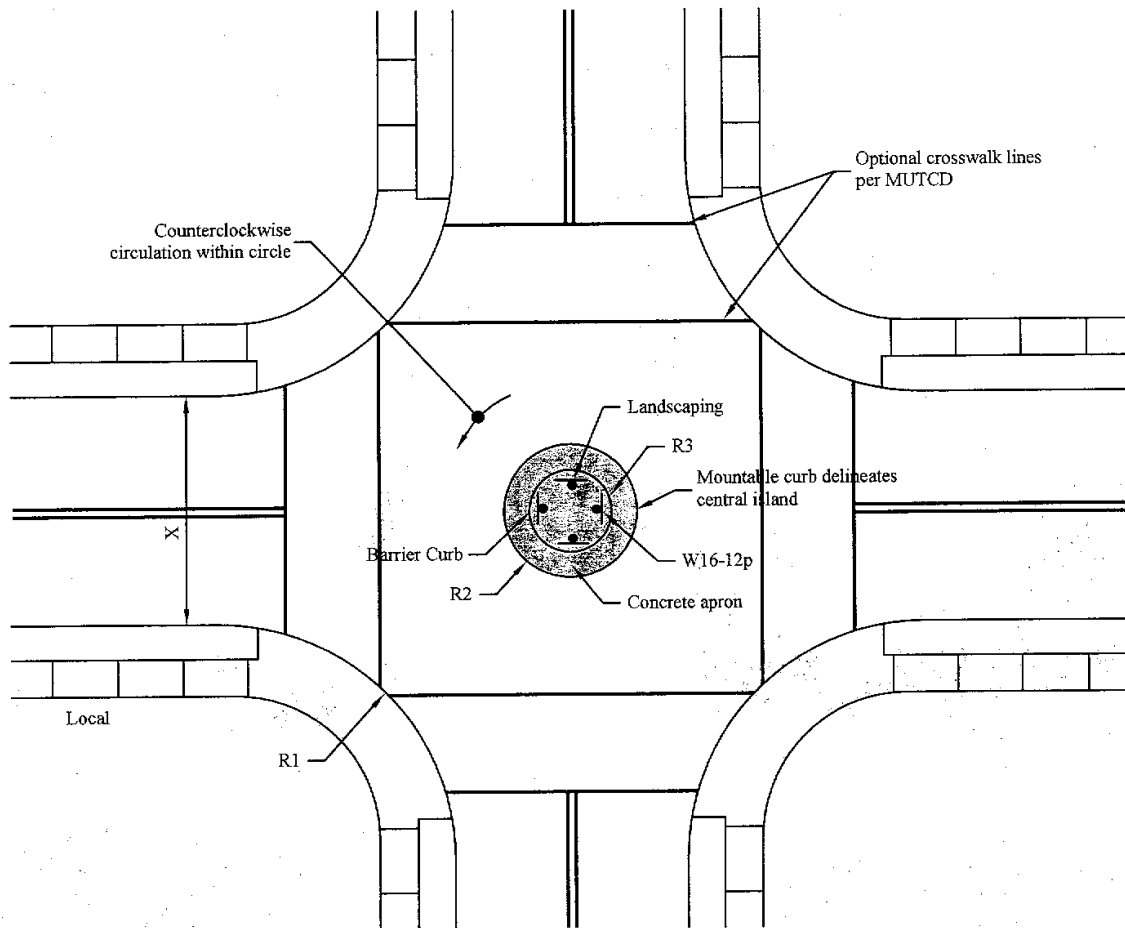
PEDESTRIAN REFUGE
ISLAND
10-9

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J. R.

BACK TO TITLE INDEX PAGE

Traffic Circle



Sign Descriptions

W16-12p Traffic Circle

NOTE:

1. Assumes equal street widths; For unequal street widths, use Autoturn to ensure adequate turning radii for the desired design vehicle.

For The Street Width	Use This Circle Radius		
X	R1	R2	R3
34'	20'	20'	8'
	25'	24'	8'
32'	15'	12'	7'
	20'	18'	7'
	25'	20'	7'
30'	15'	11'	6'
	20'	15'	6'
	25'	16'	6'



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

TRAFFIC CIRCLE
10-10

Approved By R. A. SHUBERT
Date JUNE 03, 2008

Checked By H. M. E.
Drawn By QEC/J.R.

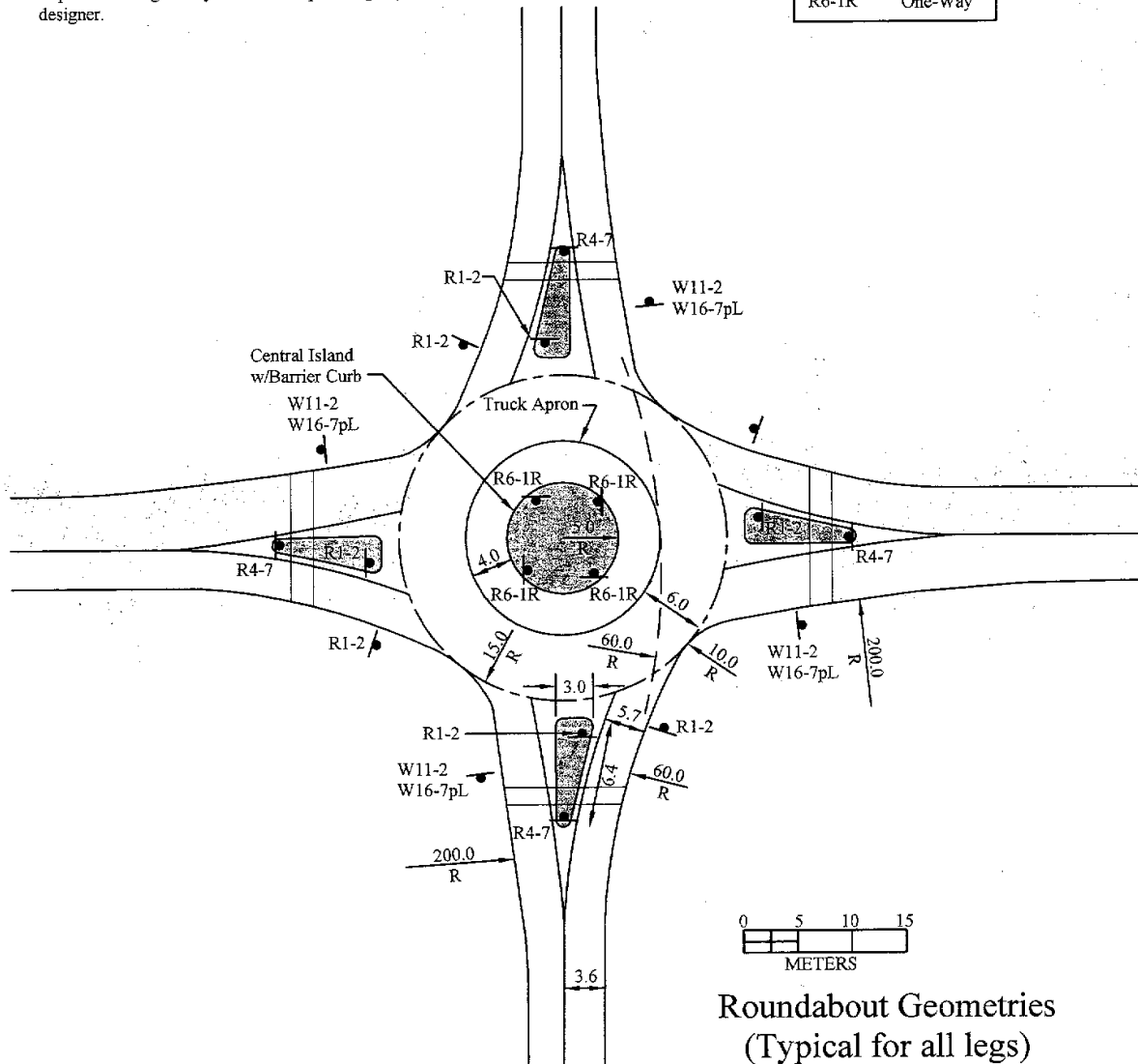
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ROUNABOUT

This figure illustrates the minimum roundabout configuration for a 90 degree intersection of two roadways with one lane in each direction. It is designed to accommodate a WB-15 design vehicle, or automobile traffic at a 25 mph speed. This is only an example and not a recommended design. Each intersection requires thorough analysis and a unique design by a roundabout designer.

Sign Descriptions

R1-2	Yield
W11-2	Pedestrian
W16-7pL	Arrow
R4-7	Keep Right
R6-1R	One-Way



Roundabout Geometries
(Typical for all legs)



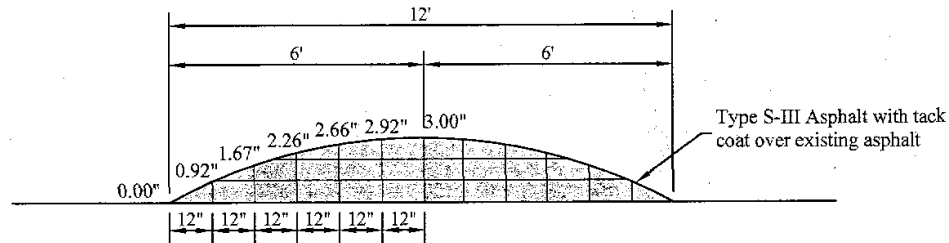
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
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ROUNABOUT
10-11

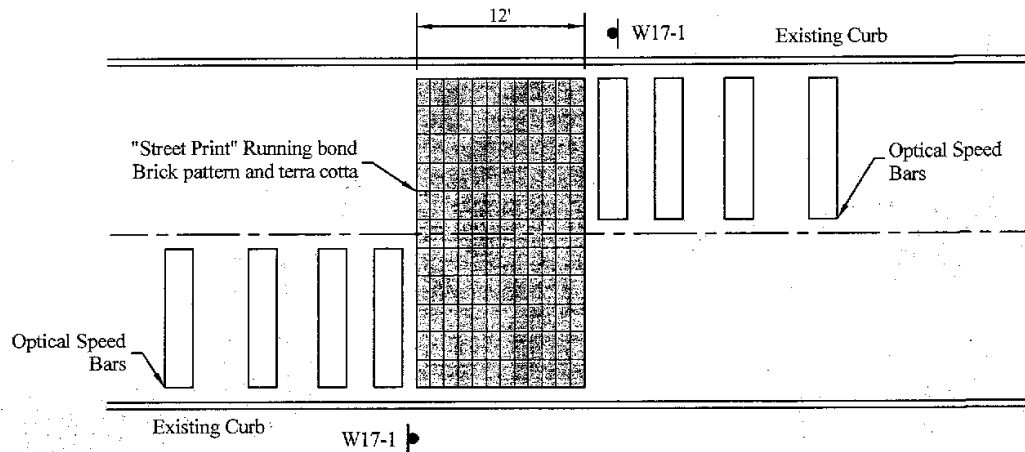
Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QBC/J.R.

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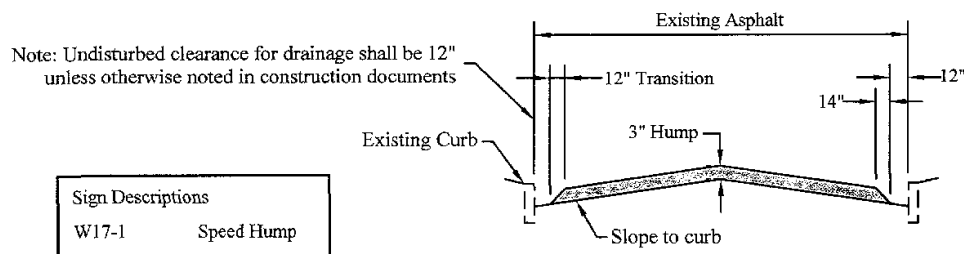
Speed Hump



Driving Profile



Plan View



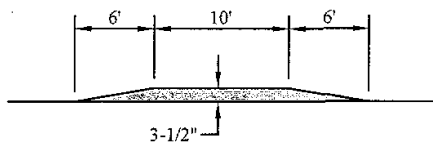
TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
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SPEED HUMP
10-12

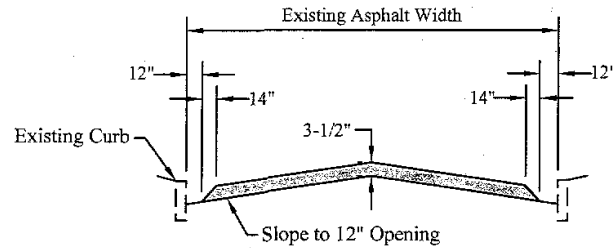
Approved By R. A. SHUBERT Checked By H. M. E.
Date JUNE 03, 2008 Drawn By QBC/J.R.

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Speed Table

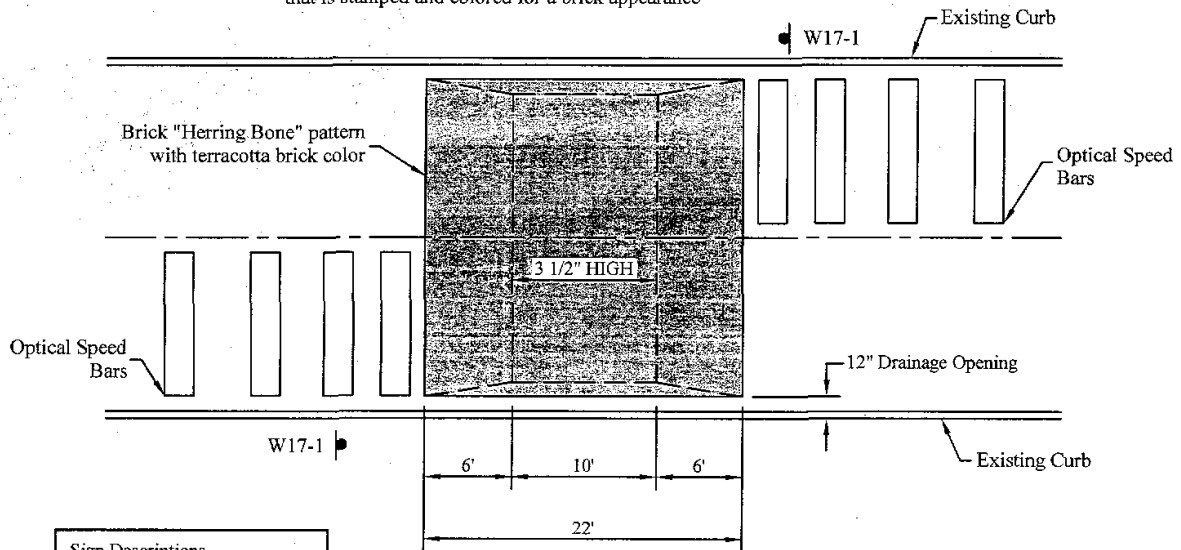


Driving Profile



Typical Section

The speed table is made with "Street Print", asphalt that is stamped and colored for a brick appearance



Plan View

Sign Descriptions

W17-1 Speed Hump



TITLE 19 - SUBDIVISION ORDINANCE
ENGINEERING DEPARTMENT
DESIGN STANDARDS
FOR CONSTRUCTION

SPEED TABLE
10-13

Approved By R. A. SHUBERT
Date JUNE 03, 2008

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Drawn By QEC / J. R.



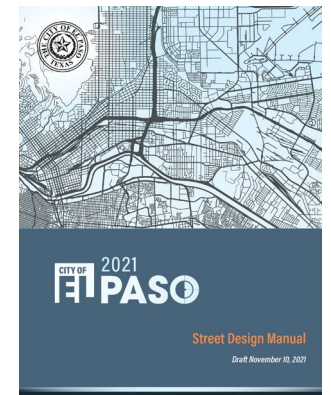
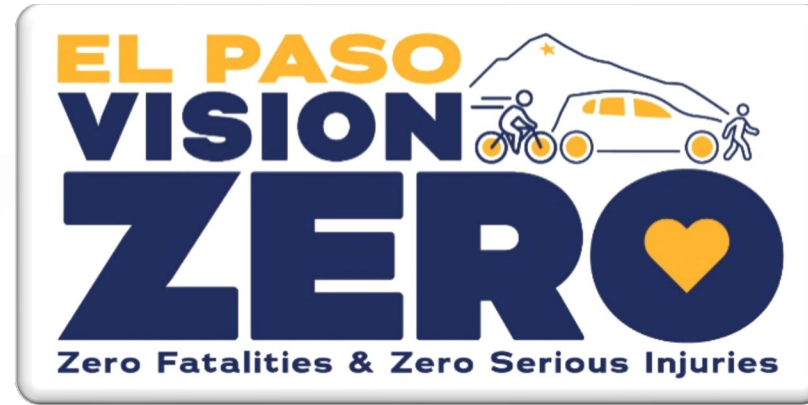
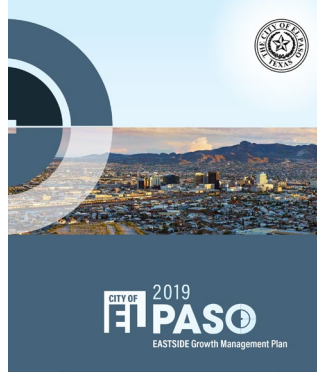
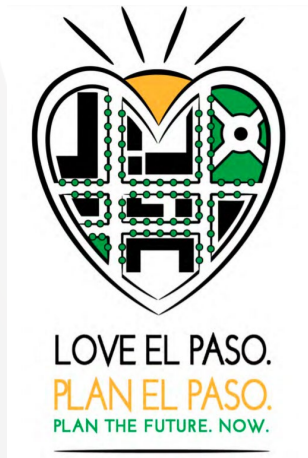
Street Design Manual

Street Design Manual & MTP Amendment.

Capital Improvement Department
Joaquin Rodriguez, CNU-A

Strategic Plan

- **Goal 3 - Promote the Visual Image of El Paso**
 - 3.2 - Set one standard for infrastructure across the city
- **Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**
 - 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life



Proposed for Adoption

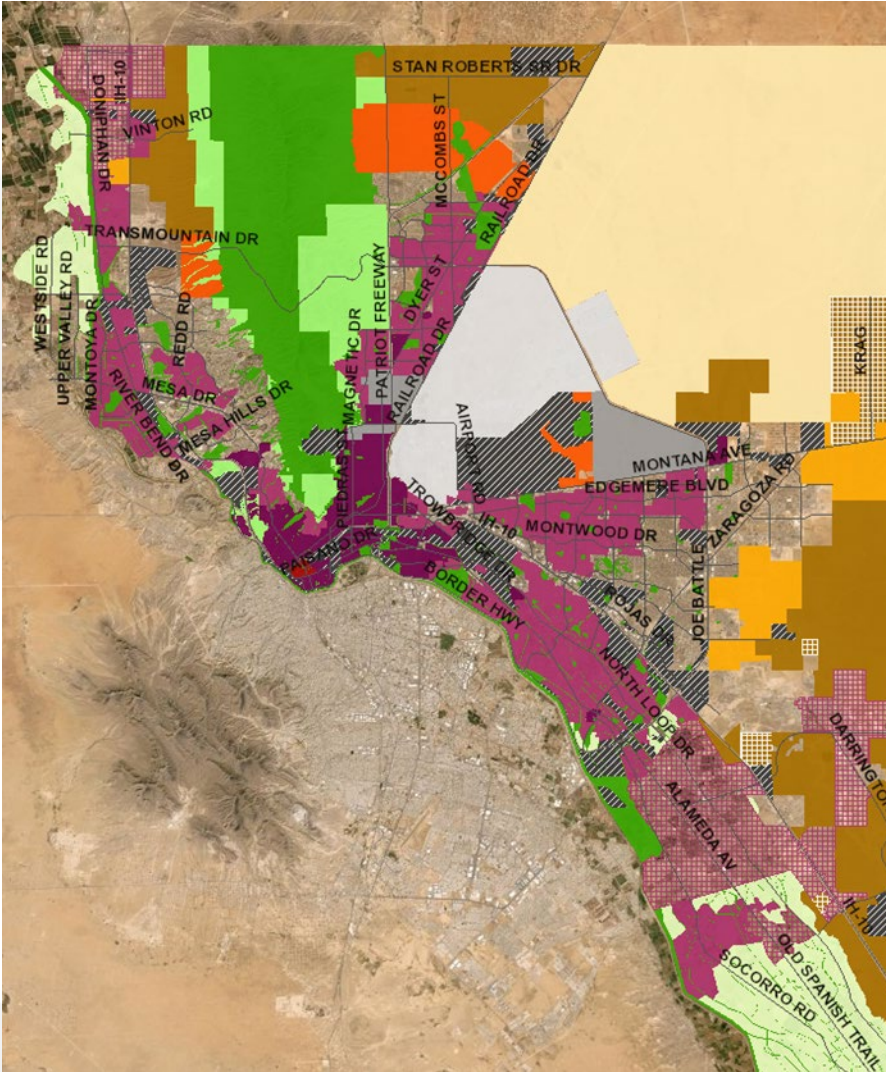
- Street Design Manual (SDM)
 - Major Thoroughfare Plan Amendment
 - Title 19 Amendment
 - DSC Amendment
-
- All amendments proposed are necessary to incorporate the SDM in to the design/development process.

Outreach



- February 2021 – SDM Draft published for public comment
- Spring 2021
 - Developer Focus Group Presentation #1
 - Developer Focus Group Presentation #2
 - District 3, 5, 6, and 7 Presentations
 - District 5 Community Meeting
- August 18, 2021 - District 3 Community Meeting
- August 25, 2021 - Developer Focus Group Presentation #3
- Sept 9, 2021 – City Plan Commission Presentation
- Sept 20, 2021 - Hunt Communities Meeting Request
- Oct 13, 2021 – Bicycle Advisory Committee
- Oct 19, 2021 – Farm & City - *Reinventing Street Design for a Better Tomorrow*
- Nov 9, 2021 – County of El Paso Coordination
- Nov 17, 2021 – Developer Group Executive Committee
- Dec 16, 2021 - Developer Group Executive Committee Workshop
- Dec-Jan 2022 – Mayor & Council Briefings
- Jan 2022 – Final call for comment and MTP comment map



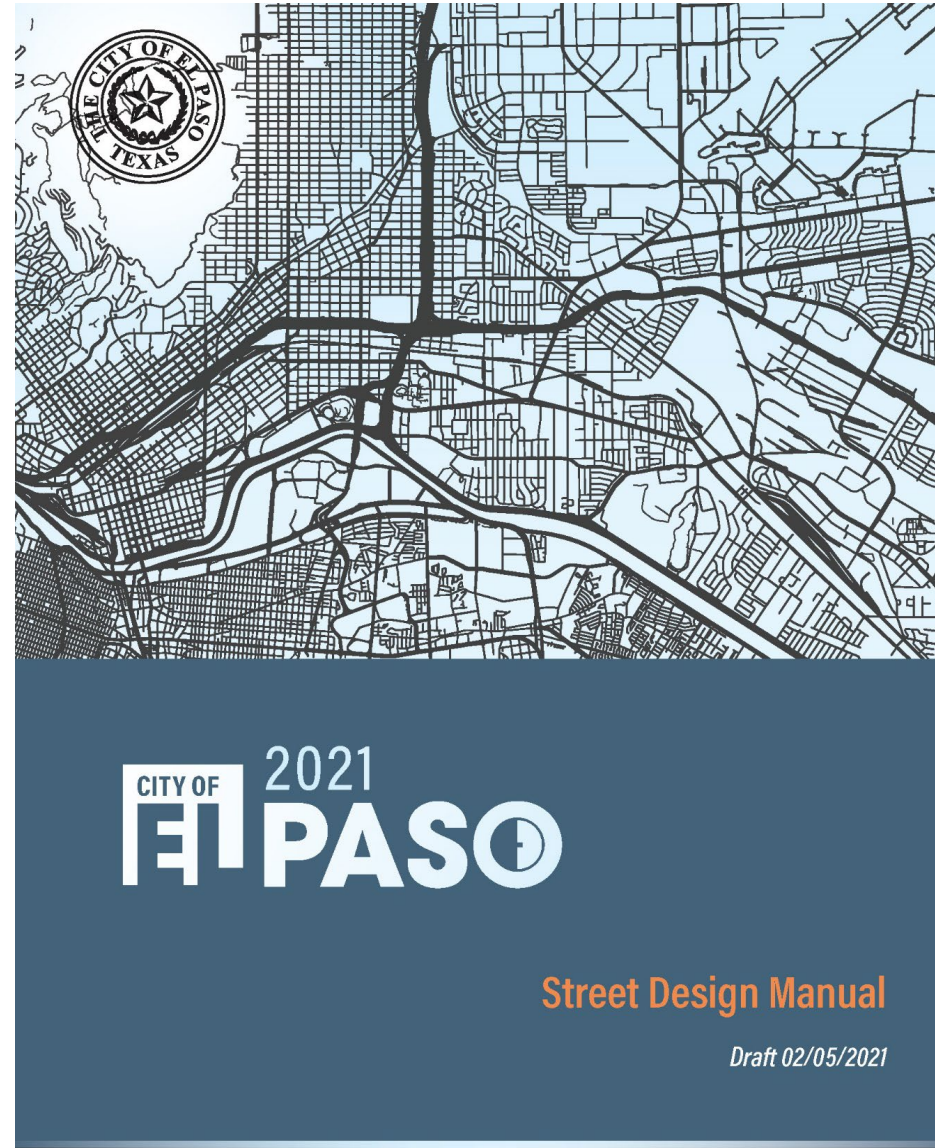


Implementing Plan El Paso & The East Side Master Plan

- Recognizes that one-size-fits all approach is not ideal for street design.
- Ties **street design standards** to future land use map designation.
- Future land use map identifies the context of development for the next several years.

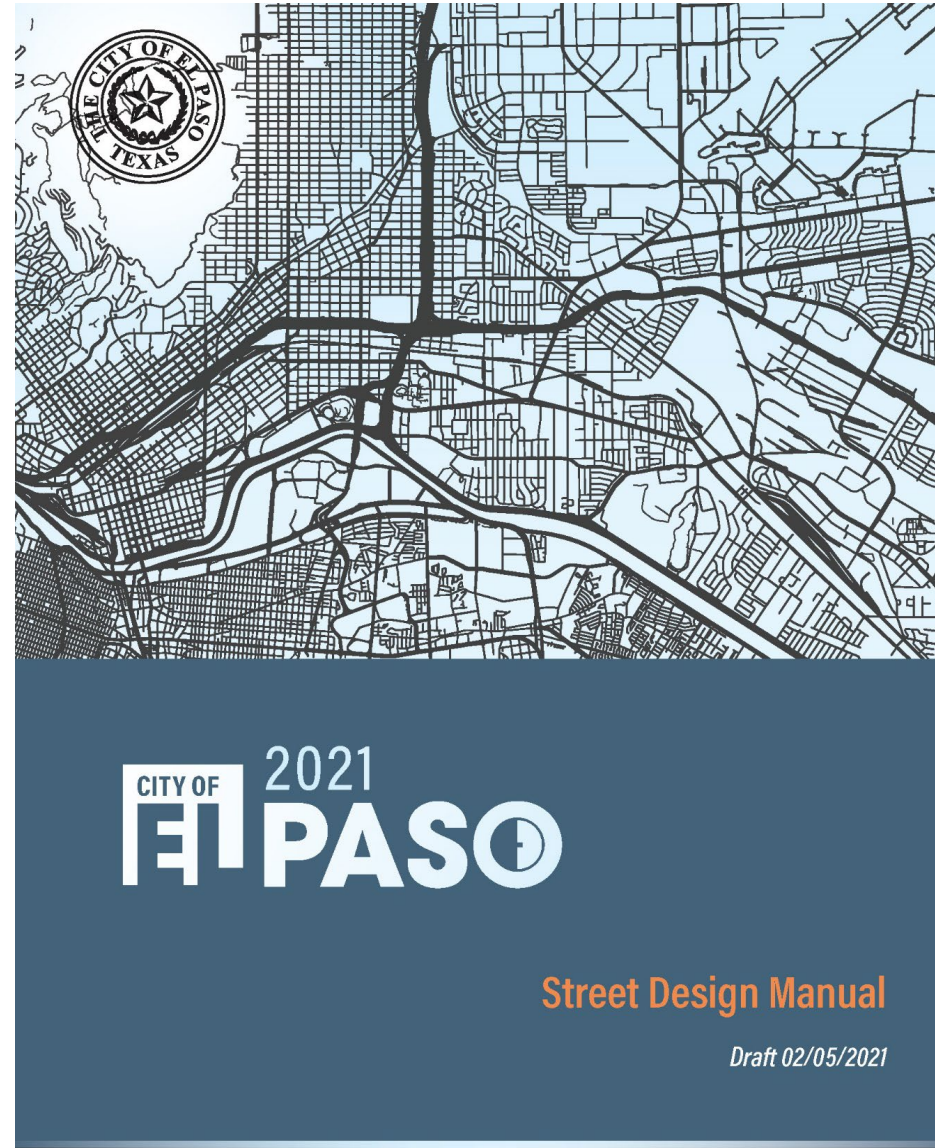
Street Design Manual

- Creates context sensitive design standards.
- Implements the Bike Plan through the incorporation of expanded bicycle facility types.
- Reduce the required travel-lane width for most roadways, increases space for pedestrian elements.
- Provides administrative flexibility for existing conditions.



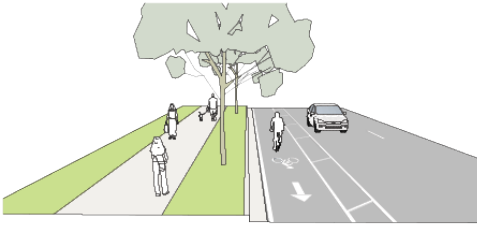


Street Design Manual

- **Consolidates & implements elements from:**
 - Design Standards for Construction (DSC)
 - COEP Bike Plan
 - Titles 5 (Sidewalks)
 - Title 19 (Subdivision)
 - Title 20 (Zoning/Site Plan)
 - Title 21 (Smart Code)
 - CID Project Cross-sections



Bicycle Facilities

- Current standard limited to the “Hike & Bike,”
- Expands flexibility to implement on road facilities,
- Dimensional standards will follow NACTO Urban Bikeway 2nd Ed. Design Standards,

BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Buffered Bike Lane Traditional bike lane separated from vehicle travel lanes or parking lanes by an adjacent buffer area.	Minor Arterial	<p>Volume</p> <p>3k-4k 4k-25k 25k-30k</p> <p>Speed</p> <p>20-25 25-40 40-45</p> <p>Separation</p> <p>●●●●●</p>	Insufficient Road Space, Illegal Parking/Loading, Sidewalk Riding, Space for Cycle Track
	Cycle Track Physically separated bikeway. Could be one or two way and physically protected.	Minor Arterial	<p>Volume</p> <p>3k-9k 9k-25k 25k-32k</p> <p>Speed</p> <p>25-30 30-50 50-55</p> <p>Separation</p> <p>●●●●●</p>	Frequent Driveways, Frequent Intersections, Park or linear corridor with space for shared use path
	Shared Use Path Completely separated from roadway, typically shared with pedestrians.	Major Arterial	<p>Volume</p> <p>3k-6k 6k-32k</p> <p>Speed</p> <p>35-45 45-60 60+</p> <p>Separation</p> <p>●●●●●</p>	Frequent Driveways, Frequent Intersections, High Pedestrian Volume

What is Context-based?



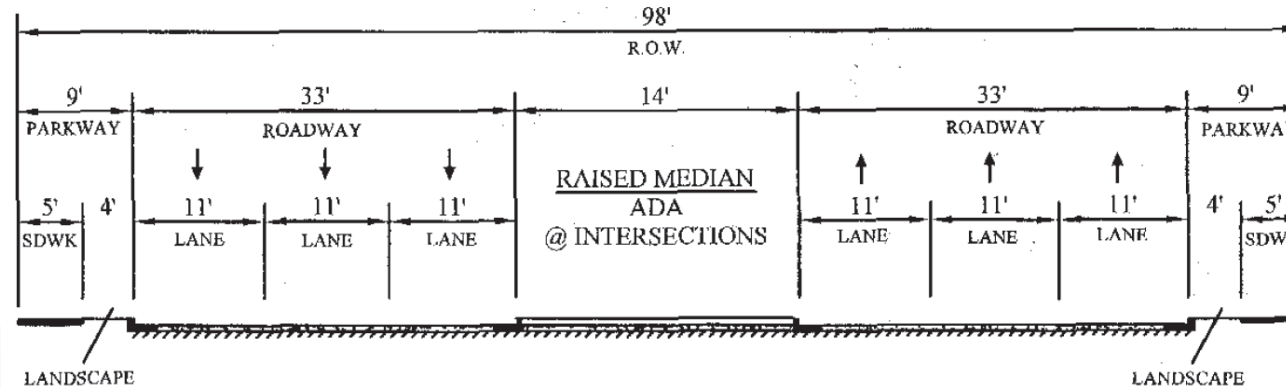
Compact Urban Cross Section



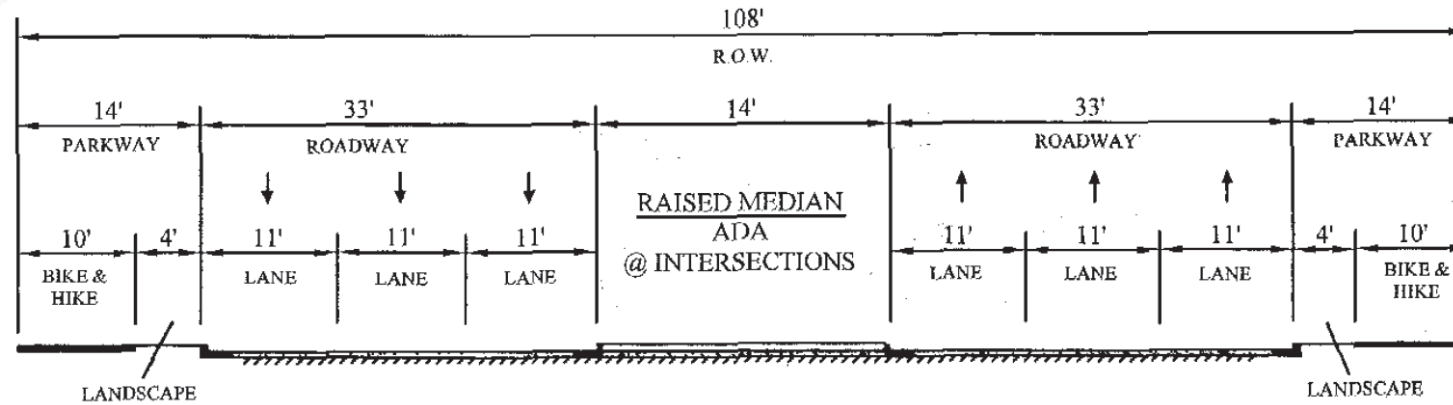
Drivable Suburban Cross Section

Both are classified major arterials but reflect a very different built environment, walkability factor, and maintenance cost.

Existing Design Standard

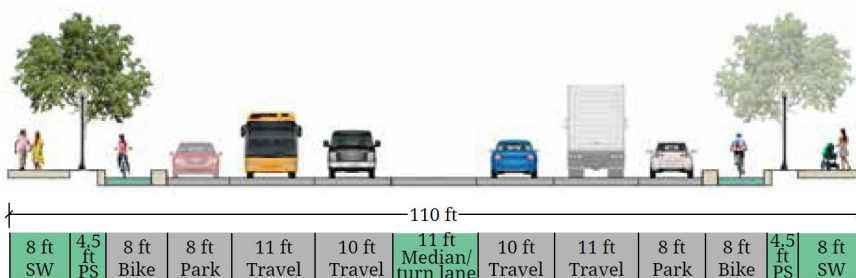
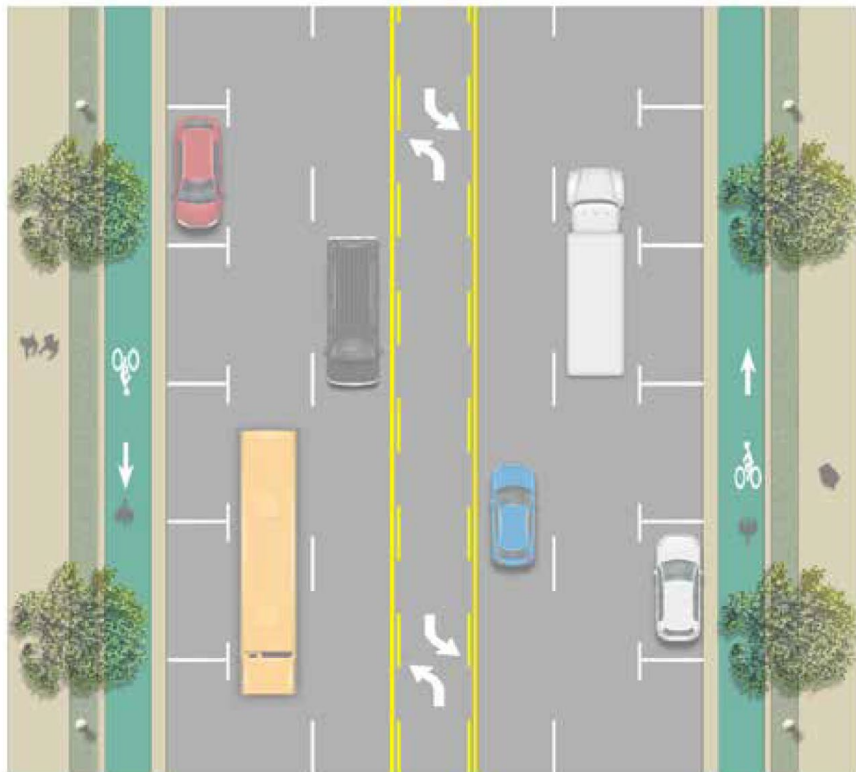


MAJOR ARTERIAL STREET
SIX (6) LANES

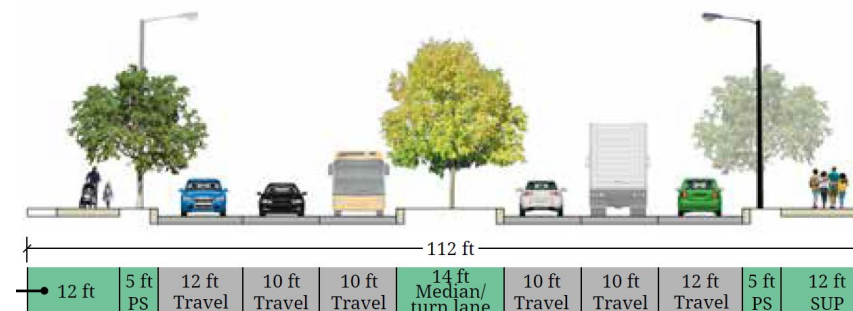


MAJOR ARTERIAL STREET WITH BIKE/HIKE
SIX (6) LANES

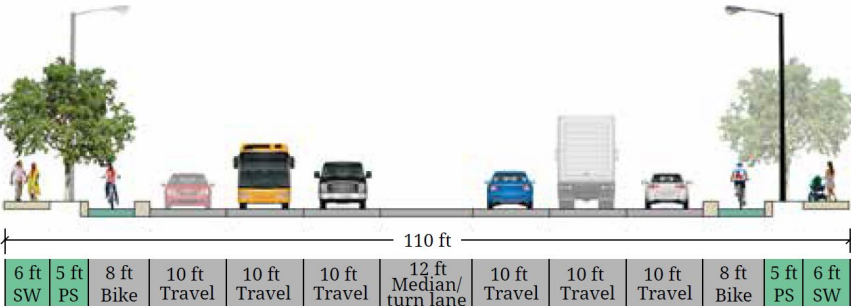
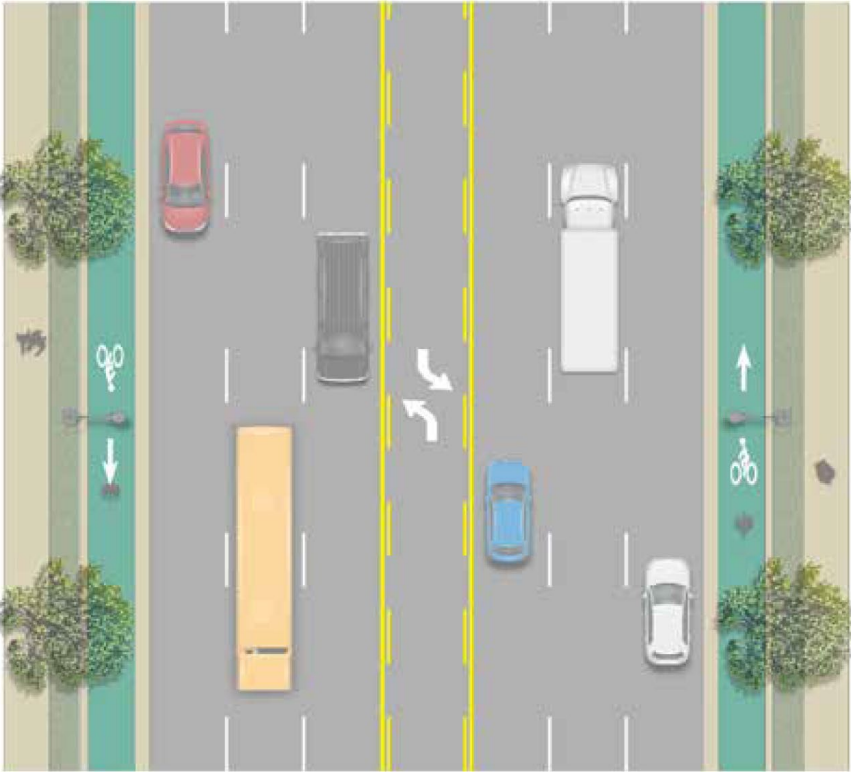
MAJOR ARTERIAL COMPACT URBAN AREA TYPE
110 FT TOTAL ROW



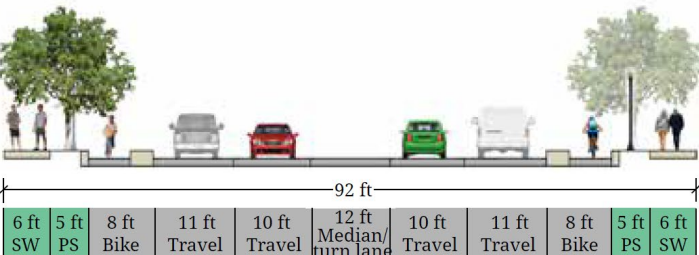
MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
112 FT TOTAL ROW



MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
110 FT TOTAL ROW



MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
92 FT TOTAL ROW



Context-Based Cross Sections

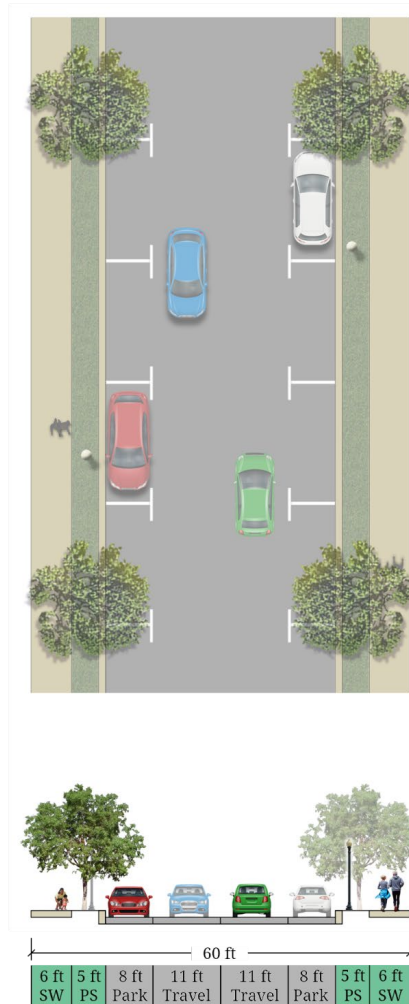
- **Compact Urban**

- Supports higher density development patterns,
- Pedestrians and cyclists are prioritized.

- **Drivable Suburban**

- Looser network to support lower-density, auto-oriented development pattern,
- Safe and connected facilities for pedestrians and bicyclists.

RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE
60 FT TOTAL ROW



RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE - NO PARKING
48 FT TOTAL ROW



- **Current MTP looks only at:**
 - Collector
 - Minor arterial and
 - Major arterials
- **Proposed MTP recognizes context in addition to function.**
 - Rural
 - Drivable Suburban
 - Compact Urban
- **Minor Cleanups**
 - Topography
 - Lost Dog
 - As Built Streets

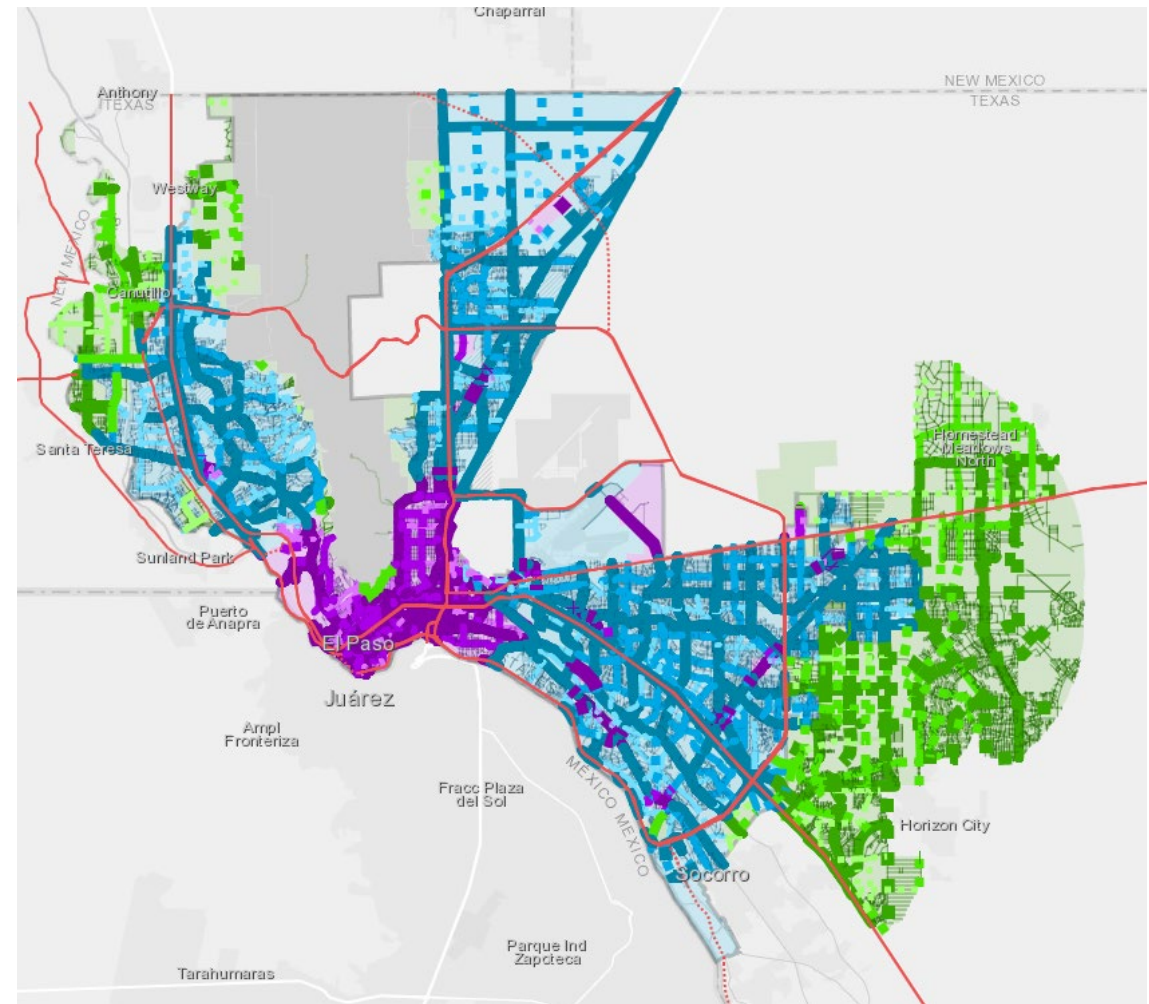
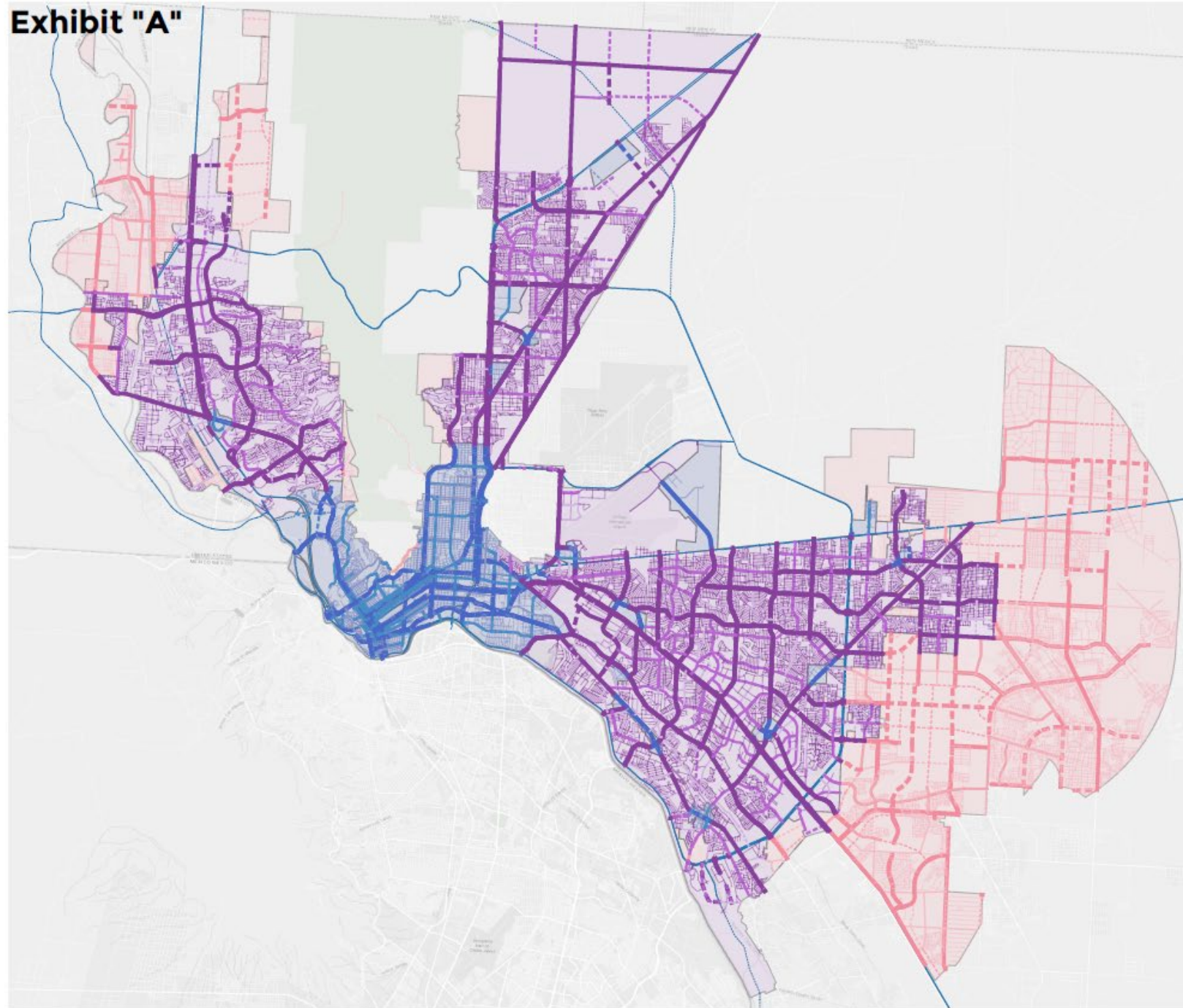


Exhibit "A"



2025 Major Thoroughfare Plan

Drivable Suburban Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Drivable Suburban Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Compact Urban Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Compact Urban Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Rural Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Rural Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Freeways/Interstates/Super Arterials

Freeways/Interstates/Super Arterials
Freeways/Interstates/Super Arterials (Proposed)

Context Areas

DRIVABLE SUBURBAN
COMPACT URBAN
RURAL

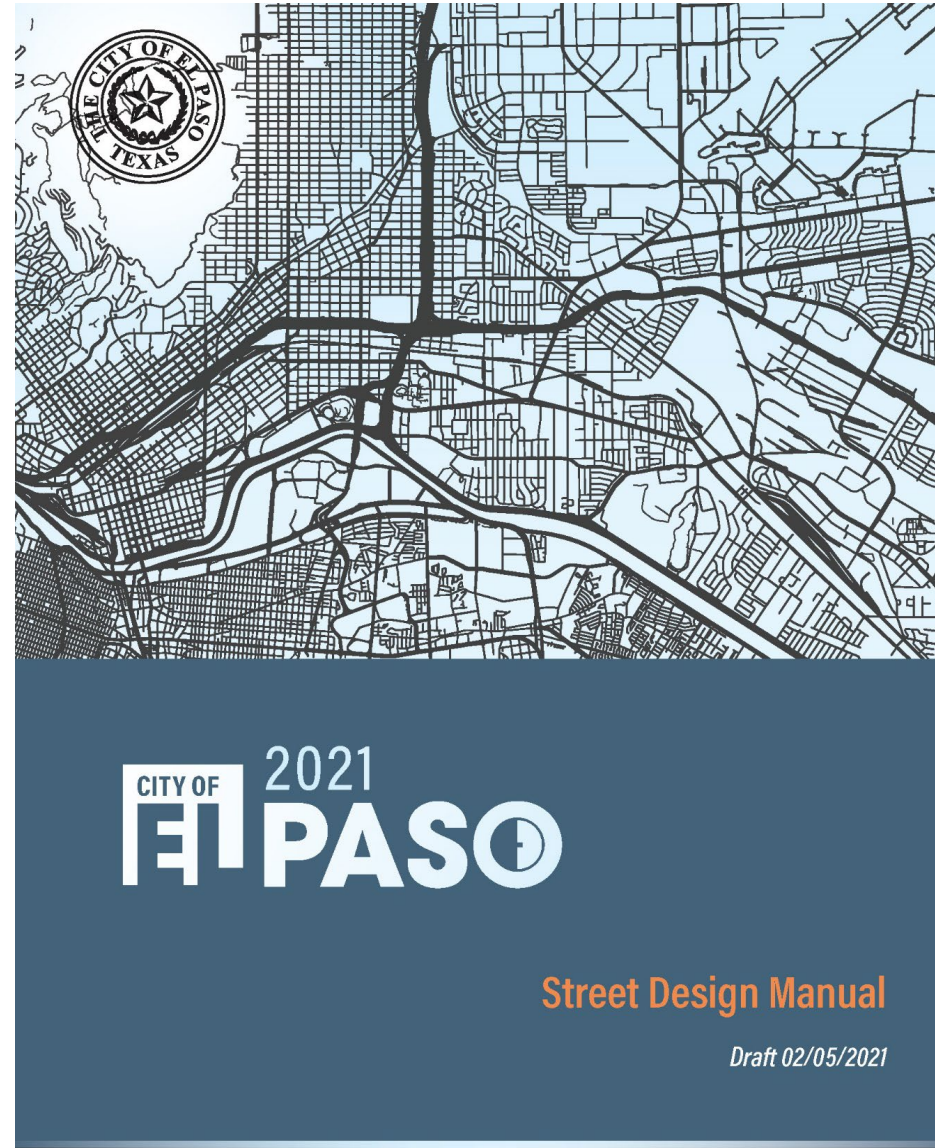
- **What the amendment does:**
 - Adds Context Area designation to existing thoroughfares;
 - Removes proposed thoroughfares from the “Lost Dog” area;
 - Makes minor changes to existing & proposed thoroughfares based on as-built conditions.
- **What the amendment does NOT do:**
 - This is not a comprehensive update to the transportation network, that is not the intent of Street Design Manual.
 - Does not make any substantial changes, deletions or additions to the existing thoroughfare network.

DSC Amendment

- What the amendment does:
 - Removes street cross section guidance from DSC and refers designers to SDM
- What the amendment does NOT do:
 - Does not make changes to technical standards/specifications, this is forthcoming as a separate effort.
 - Does not directly address stormwater management or drainage design elements in the DSC, this is forthcoming as a separate effort.

Next Steps

- Council Action April 26th
 - Introduction of both adoption ordinances April 12.
- Further refinement of DSC (technical standards) is ongoing, adoption summer 2022.
- Vision zero design guidance incorporation & adoption. 12-16 months.



MISSION



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

VISION



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



VALUES

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-410, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Joaquin Rodriguez, (915) 328-8731

AGENDA LANGUAGE:

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

An Ordinance amending the 2025 proposed thoroughfare system, as incorporated into "Plan El Paso" to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.

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

AGENDA DATE: April 12, 2022

PUBLIC HEARING DATE: April 26, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Joaquin Rodriguez, 915-328-8731

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 3.2 - Set one standard for infrastructure across the city

SUBJECT:

APPROVE an ordinance amending the 2025 proposed thoroughfare system, as incorporated into “*Plan El Paso*” to add context area classifications to all included thoroughfares and to make minor changes to the thoroughfare system based on existing conditions and development patterns.

BACKGROUND / DISCUSSION:

The proposed amended thoroughfare plan establishes Rural, Drivable Suburban, and Compact Urban context areas. These context areas are a necessary component of the proposed Street Design Manual which relies on context area classifications to build cross sections based on contextual guidance. Minor modifications are also proposed to the existing thoroughfare network to align certain thoroughfares with existing roadways; realign certain proposed thoroughfares to reflect existing conditions, topographical constraints and current development patterns; and to delete proposed thoroughfares from the area commonly known as “Lost Dog” recently rezoned as Natural Open Space.

PRIOR COUNCIL ACTION:

City Plan Commission Recommendation – Dec 2, 2021: Approval (7-0)

AMOUNT AND SOURCE OF FUNDING:

N/A

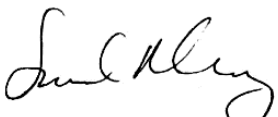
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? XXX YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Planning & Inspections

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

DEPARTMENT HEAD:



(Sam Rodriguez, P.E.)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO ADD CONTEXT AREA CLASSIFICATIONS TO ALL INCLUDED THOROUGHFARES AND TO MAKE MINOR CHANGES TO THE THOROUGHFARE SYSTEM BASED ON EXISTING CONDITIONS AND DEVELOPMENT PATTERNS.

WHEREAS, *Plan El Paso* was formally adopted by the City Council on March 6, 2012, pursuant to the provisions of Section 213.002 of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan serves as a general guide for the future growth and development of the City to promote public health, safety and welfare; and

WHEREAS, the 2025 Proposed Thoroughfare System map is contained within the City's Comprehensive Plan and contemplates all proposed arterials; and

WHEREAS, a well-planned transportation system, including any and all proposed arterials, is a key element for improving the quality of life, by balancing neighborhood concerns with provision of access for commerce and mobility for personal travel; and

WHEREAS, the adoption of the Comprehensive Plan was based on the recommendations of the Comprehensive Plan Advisory Committee following numerous public meetings and working sessions; and

WHEREAS, the City Plan Commission has recommended the adoption of the change to the 2025 Proposed Thoroughfare System map as herein enumerated; and

WHEREAS, the City Council finds that the adoption of *Plan El Paso* and its changes to the thoroughfare alignments as herein enumerated will have no negative impact upon the public health, safety, and general welfare of the City.

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

That the 2025 Proposed Thoroughfare System, as incorporated in *Plan El Paso*, is herein amended as described below and as more particularly shown in the attached and incorporated Exhibit "A":

- Add one of the following context area designations to each and every thoroughfare:
 - Rural;
 - Drivable Suburban; and
 - Compact Urban;
- Align certain proposed thoroughfares with existing roadways;

- Realign certain proposed thoroughfares to reflect existing conditions, topographical constraints and current development patterns; and
- Delete proposed thoroughfares from the area rezoned as Natural Open Space by Ordinance # 019247, commonly known as “Lost Dog”.

PASSED AND APPROVED this _____ day of _____, 20__.

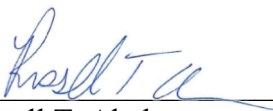
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



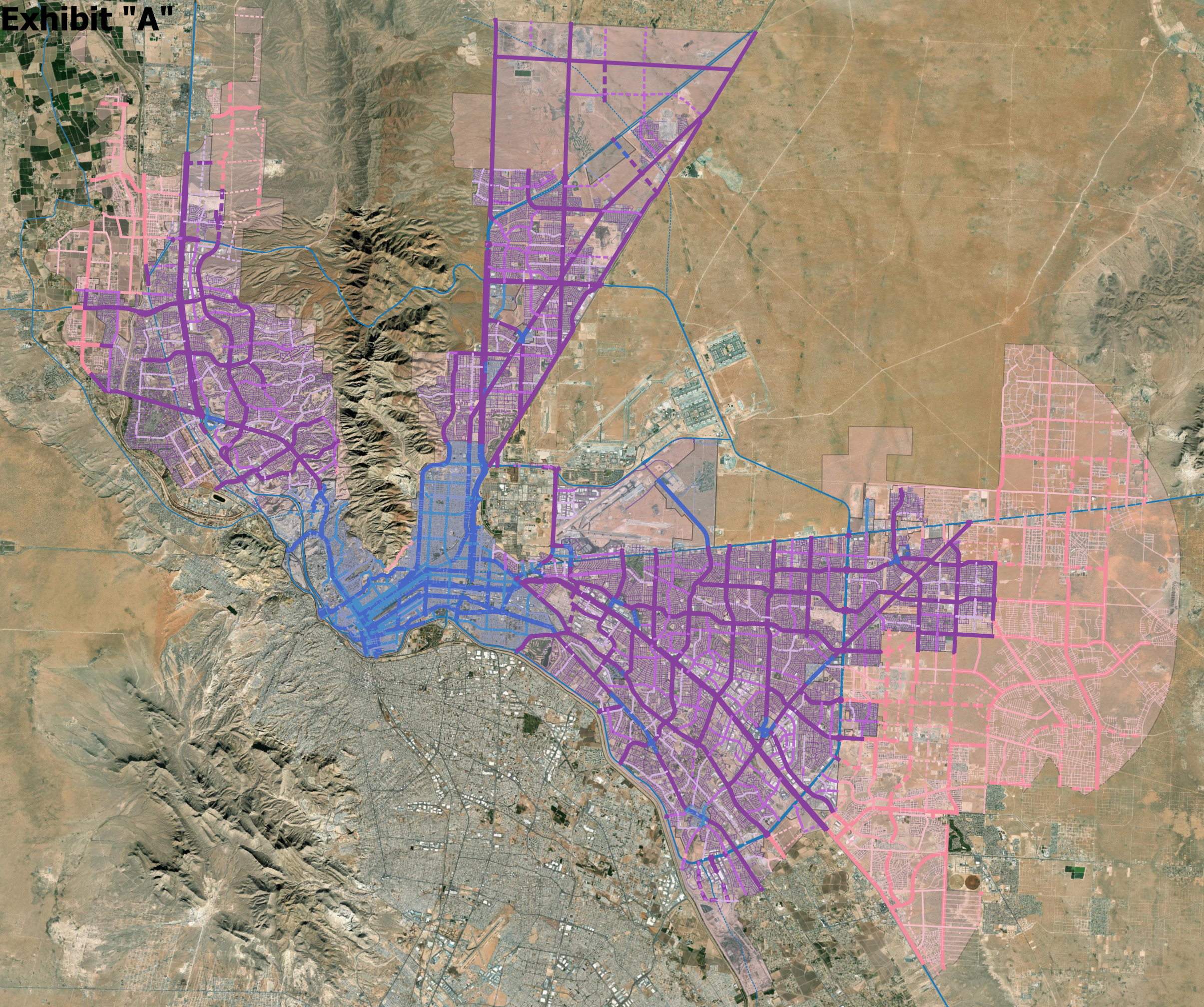
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
City Engineer

ORDINANCE NO. _____



2025 Major Thoroughfare Plan

Drivable Suburban Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Drivable Suburban Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Compact Urban Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Compact Urban Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Rural Thoroughfares

- MAJOR ARTERIAL
- MINOR ARTERIAL
- COLLECTOR
- LOCAL

Rural Thoroughfares (Proposed)

- MAJOR ARTERIAL (PROPOSED)
- MINOR ARTERIAL (PROPOSED)
- COLLECTOR (PROPOSED)

Freeways/Interstates/Super Arterials

- Freeways/Interstates/Super Arterials
- Freeways/Interstates/Super Arterials (Proposed)

Context Areas

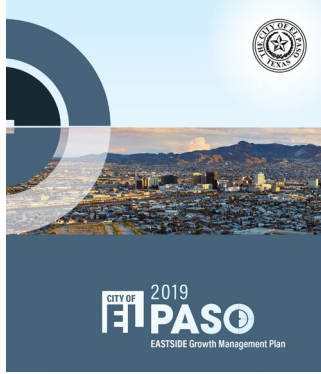
- DRIVABLE SUBURBAN
- COMPACT URBAN
- RURAL

Street Design Manual & MTP Amendment.

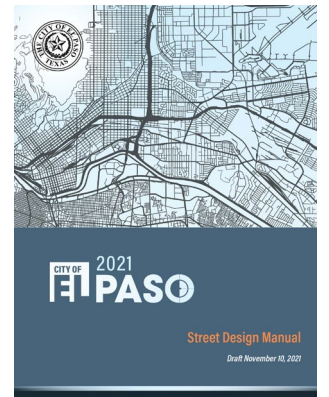
Capital Improvement Department
Joaquin Rodriguez, CNU-A

Strategic Plan

- **Goal 3 - Promote the Visual Image of El Paso**
 - 3.2 - Set one standard for infrastructure across the city
- **Goal 7 - Enhance and Sustain El Paso's Infrastructure Network**
 - 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life



Zero Fatalities & Zero Serious Injuries



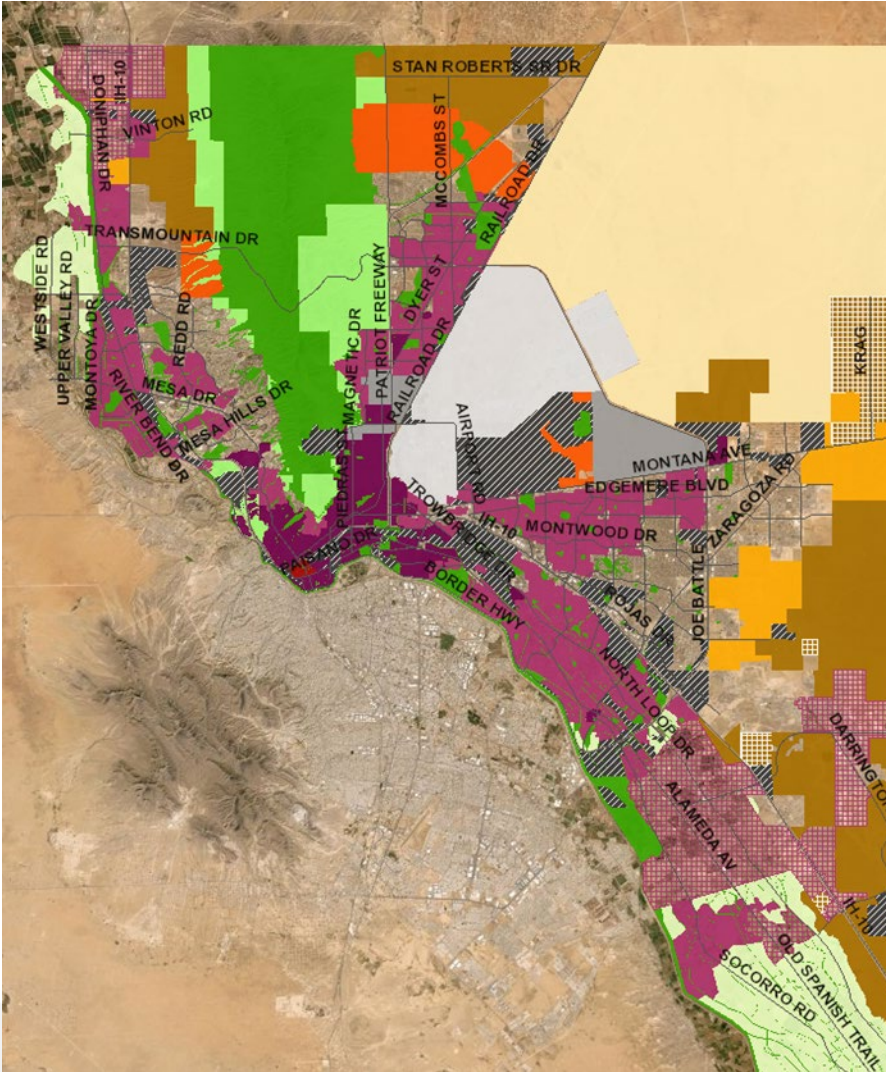
Proposed for Adoption

- Street Design Manual (SDM)
 - Major Thoroughfare Plan Amendment
 - Title 19 Amendment
 - DSC Amendment
-
- All amendments proposed are necessary to incorporate the SDM in to the design/development process.

Outreach



- February 2021 – SDM Draft published for public comment
- Spring 2021
 - Developer Focus Group Presentation #1
 - Developer Focus Group Presentation #2
 - District 3, 5, 6, and 7 Presentations
 - District 5 Community Meeting
- August 18, 2021 - District 3 Community Meeting
- August 25, 2021 - Developer Focus Group Presentation #3
- Sept 9, 2021 – City Plan Commission Presentation
- Sept 20, 2021 - Hunt Communities Meeting Request
- Oct 13, 2021 – Bicycle Advisory Committee
- Oct 19, 2021 – Farm & City - *Reinventing Street Design for a Better Tomorrow*
- Nov 9, 2021 – County of El Paso Coordination
- Nov 17, 2021 – Developer Group Executive Committee
- Dec 16, 2021 - Developer Group Executive Committee Workshop
- Dec-Jan 2022 – Mayor & Council Briefings
- Jan 2022 – Final call for comment and MTP comment map

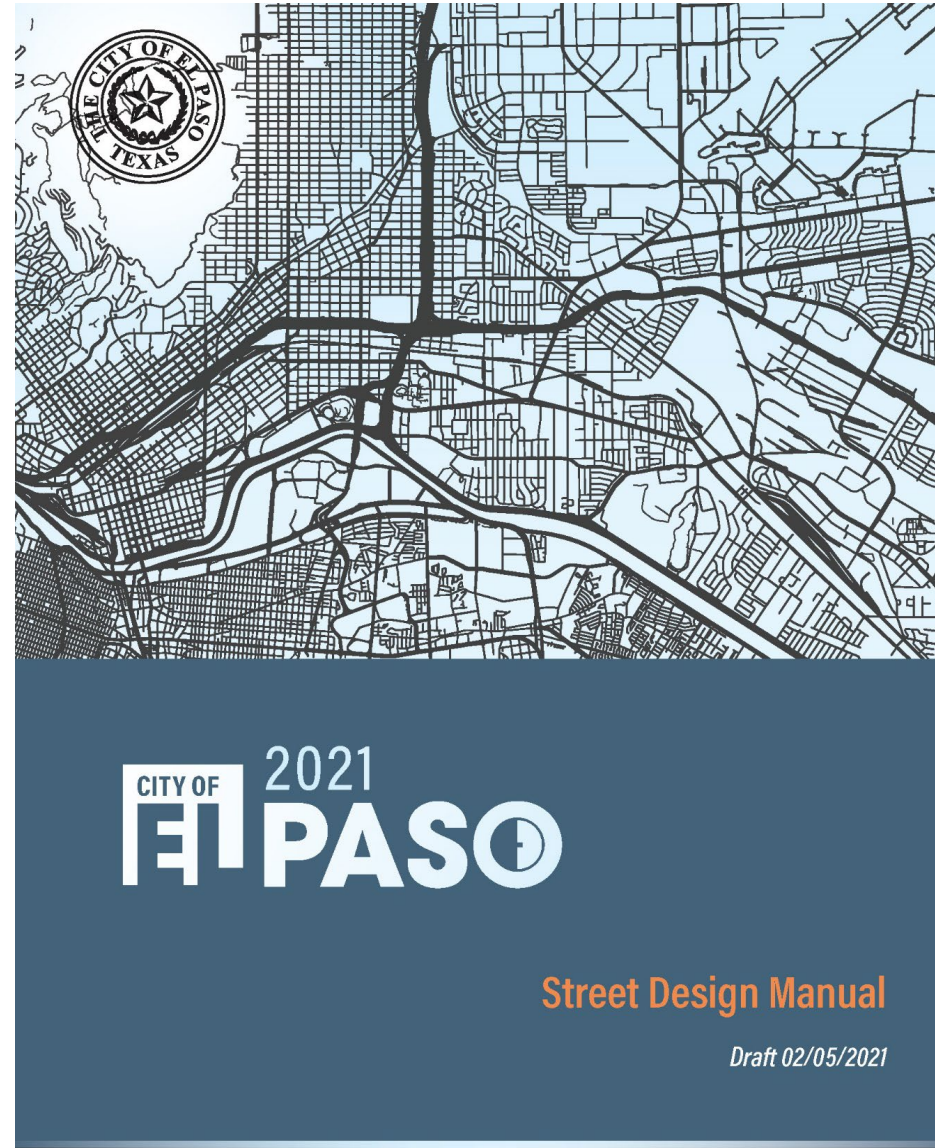


Implementing Plan El Paso & The East Side Master Plan

- Recognizes that one-size-fits all approach is not ideal for street design.
- Ties **street design standards** to future land use map designation.
- Future land use map identifies the context of development for the next several years.

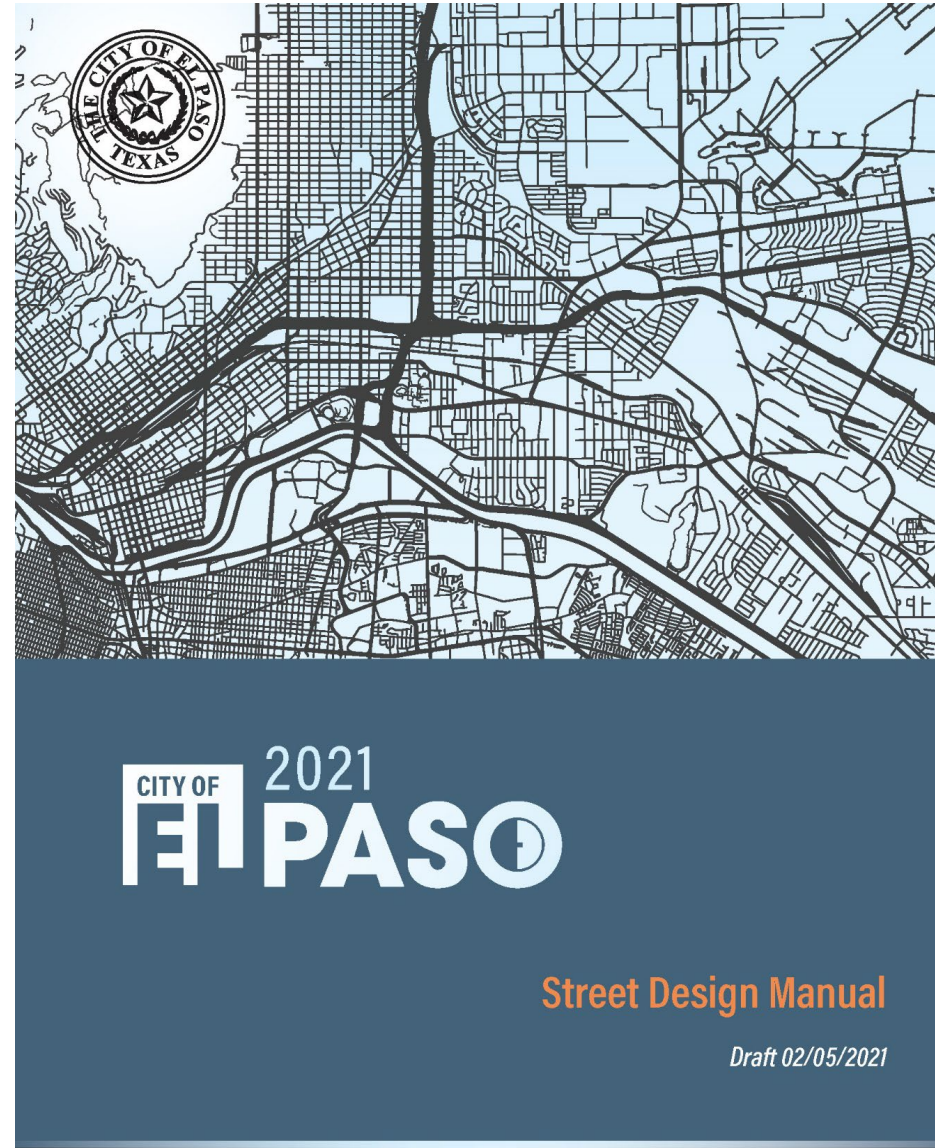
Street Design Manual

- Creates context sensitive design standards.
- Implements the Bike Plan through the incorporation of expanded bicycle facility types.
- Reduce the required travel-lane width for most roadways, increases space for pedestrian elements.
- Provides administrative flexibility for existing conditions.



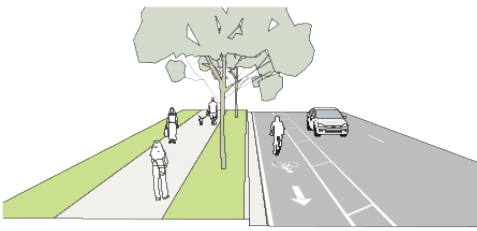

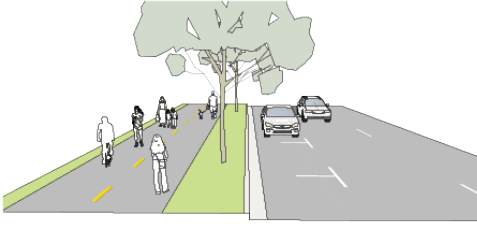
Street Design Manual

- **Consolidates & implements elements from:**
 - Design Standards for Construction (DSC)
 - COEP Bike Plan
 - Titles 5 (Sidewalks)
 - Title 19 (Subdivision)
 - Title 20 (Zoning/Site Plan)
 - Title 21 (Smart Code)
 - CID Project Cross-sections



Bicycle Facilities

- Current standard limited to the “Hike & Bike,”
- Expands flexibility to implement on road facilities,
- Dimensional standards will follow NACTO Urban Bikeway 2nd Ed. Design Standards,

BICYCLE FACILITY CONTEXTUAL GUIDANCE				
Typical Arrangement of the Facility	Facility Type	Street Class	Speed, Volume & Separation	Additional Factors
	Buffered Bike Lane Traditional bike lane separated from vehicle travel lanes or parking lanes by an adjacent buffer area.	Minor Arterial	<p>Volume</p> <p>3k-4k 4k-25k 25k-30k</p> <p>Speed</p> <p>20-25 25-40 40-45</p> <p>Separation</p> <p>●●●●●</p>	Insufficient Road Space, Illegal Parking/Loading, Sidewalk Riding, Space for Cycle Track
	Cycle Track Physically separated bikeway. Could be one or two way and physically protected.	Minor Arterial	<p>Volume</p> <p>3k-9k 9k-25k 25k-32k</p> <p>Speed</p> <p>25-30 30-50 50-55</p> <p>Separation</p> <p>●●●●●</p>	Frequent Driveways, Frequent Intersections, Park or linear corridor with space for shared use path
	Shared Use Path Completely separated from roadway, typically shared with pedestrians.	Major Arterial	<p>Volume</p> <p>3k-6k 6k-32k</p> <p>Speed</p> <p>35-45 45-60 60+</p> <p>Separation</p> <p>●●●●●</p>	Frequent Driveways, Frequent Intersections, High Pedestrian Volume

What is Context-based?



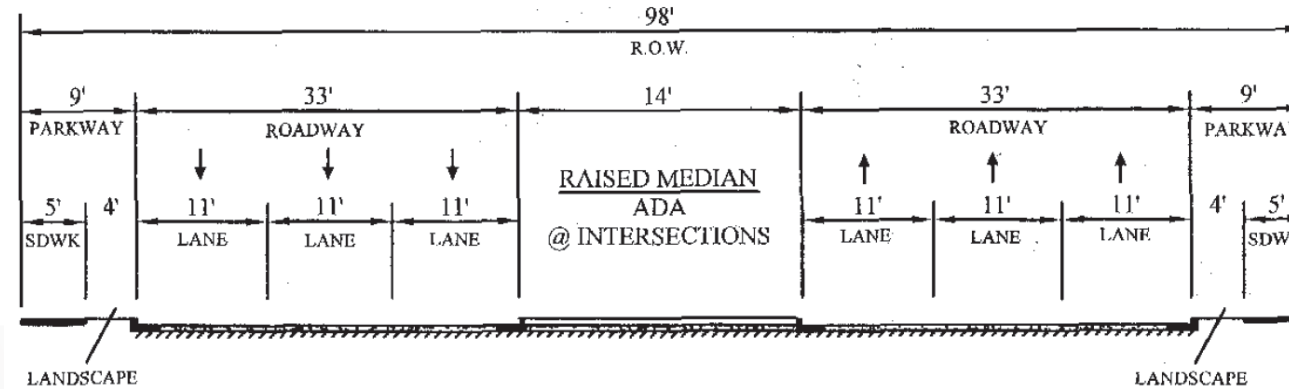
Compact Urban Cross Section



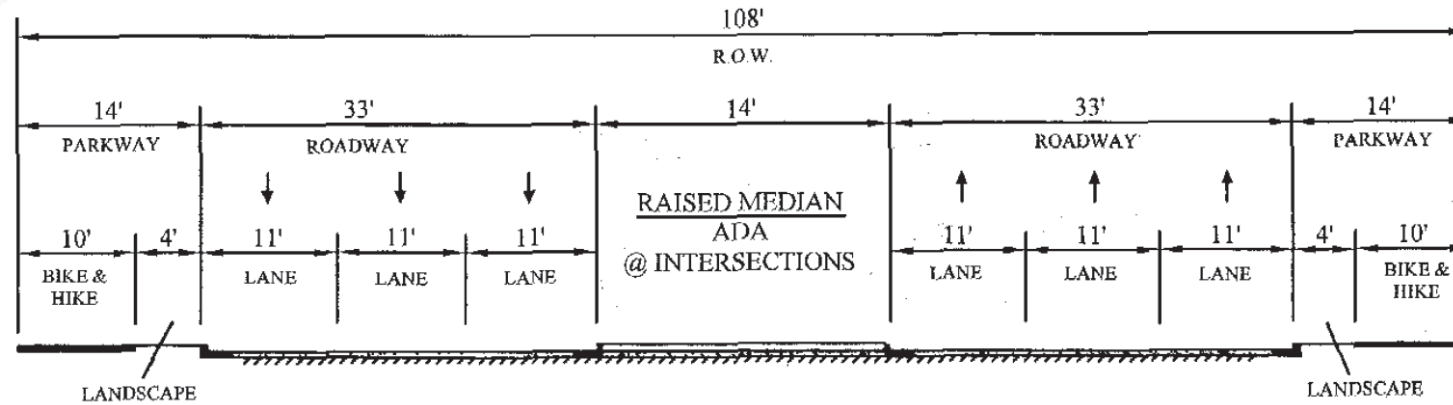
Drivable Suburban Cross Section

Both are classified major arterials but reflect a very different built environment, walkability factor, and maintenance cost.

Existing Design Standard

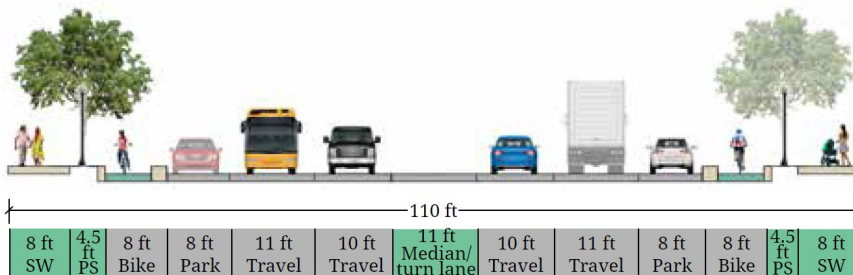
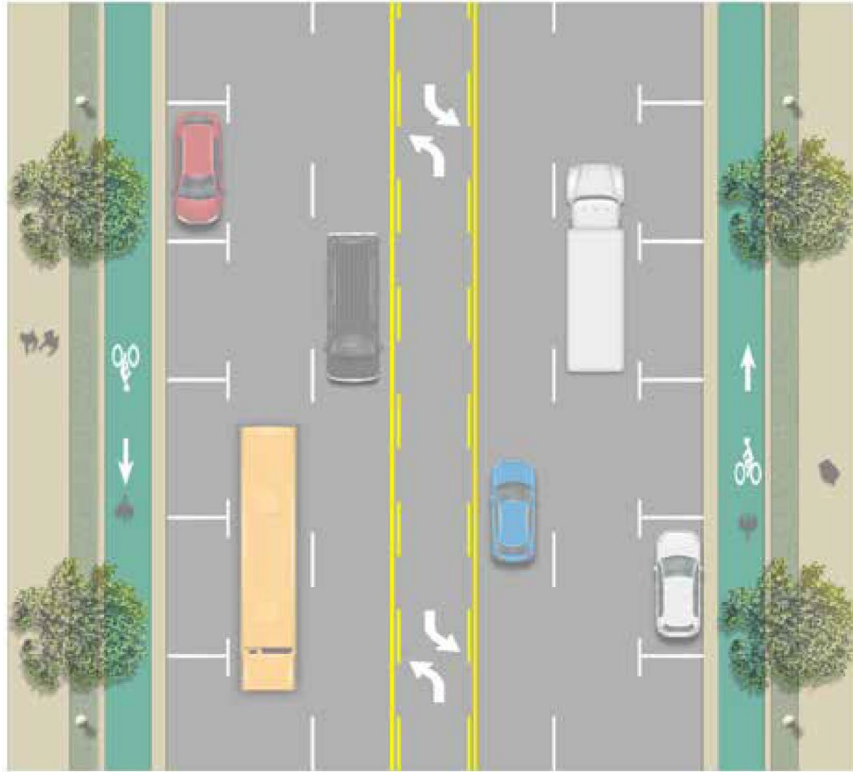


MAJOR ARTERIAL STREET
SIX (6) LANES

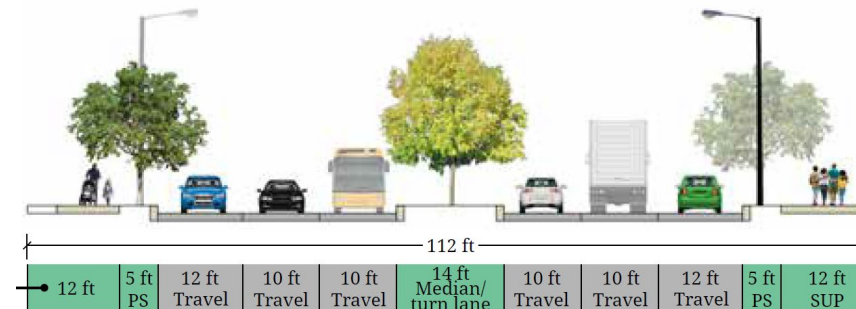


MAJOR ARTERIAL STREET WITH BIKE/HIKE
SIX (6) LANES

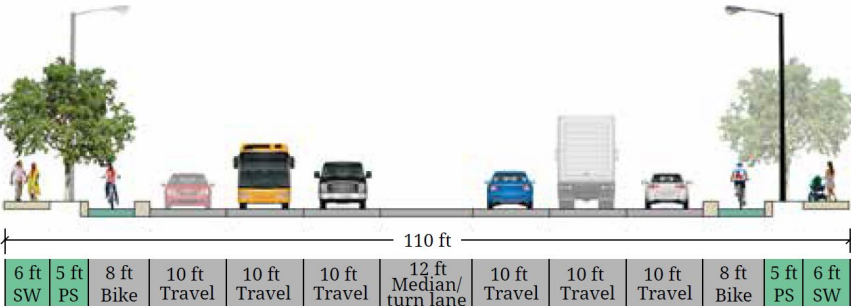
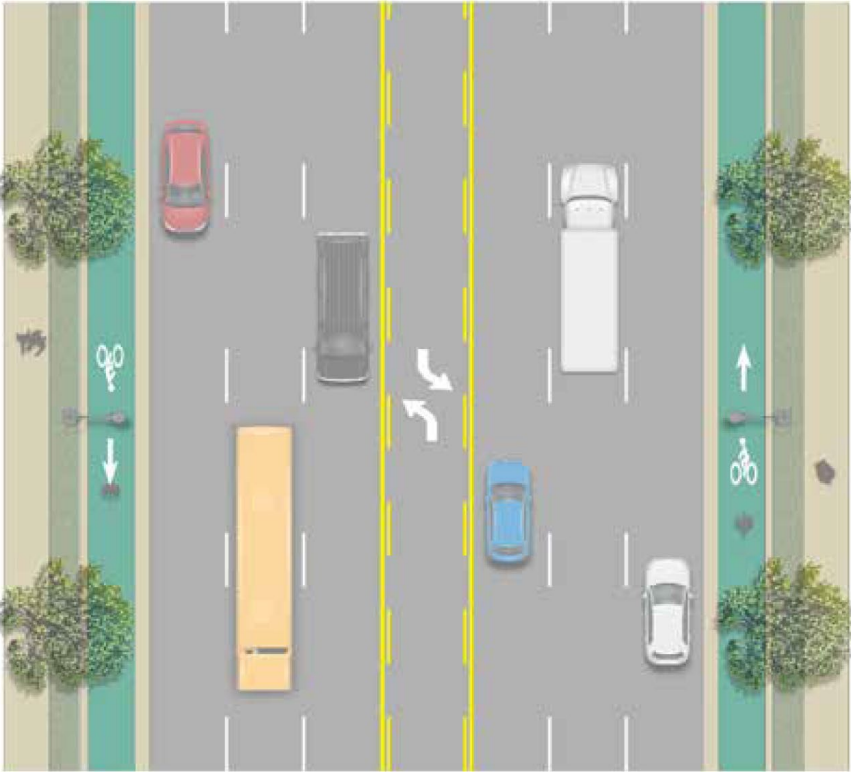
MAJOR ARTERIAL COMPACT URBAN AREA TYPE
110 FT TOTAL ROW



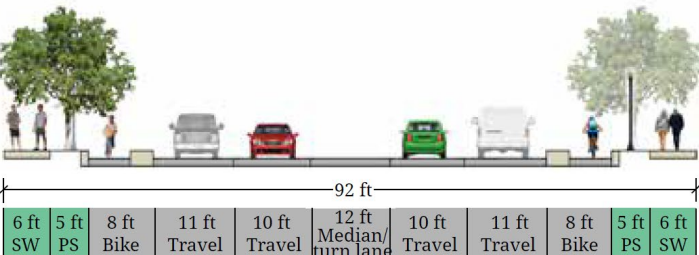
MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
112 FT TOTAL ROW



MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
110 FT TOTAL ROW



MAJOR ARTERIAL DRIVABLE SUBURBAN AREA TYPE
92 FT TOTAL ROW



Context-Based Cross Sections

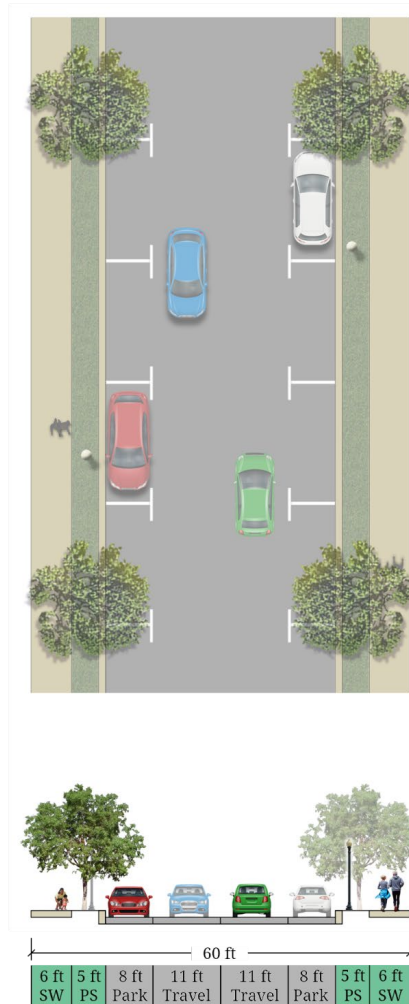
- **Compact Urban**

- Supports higher density development patterns,
- Pedestrians and cyclists are prioritized.

- **Drivable Suburban**

- Looser network to support lower-density, auto-oriented development pattern,
- Safe and connected facilities for pedestrians and bicyclists.

RESIDENTIAL LOCAL COMPACT URBAN AREA TYPE
60 FT TOTAL ROW



RESIDENTIAL LOCAL DRIVABLE SUBURBAN AREA TYPE - NO PARKING
48 FT TOTAL ROW



- **Current MTP looks only at:**
 - Collector
 - Minor arterial and
 - Major arterials
- **Proposed MTP recognizes context in addition to function.**
 - Rural
 - Drivable Suburban
 - Compact Urban
- **Minor Cleanups**
 - Topography
 - Lost Dog
 - As Built Streets

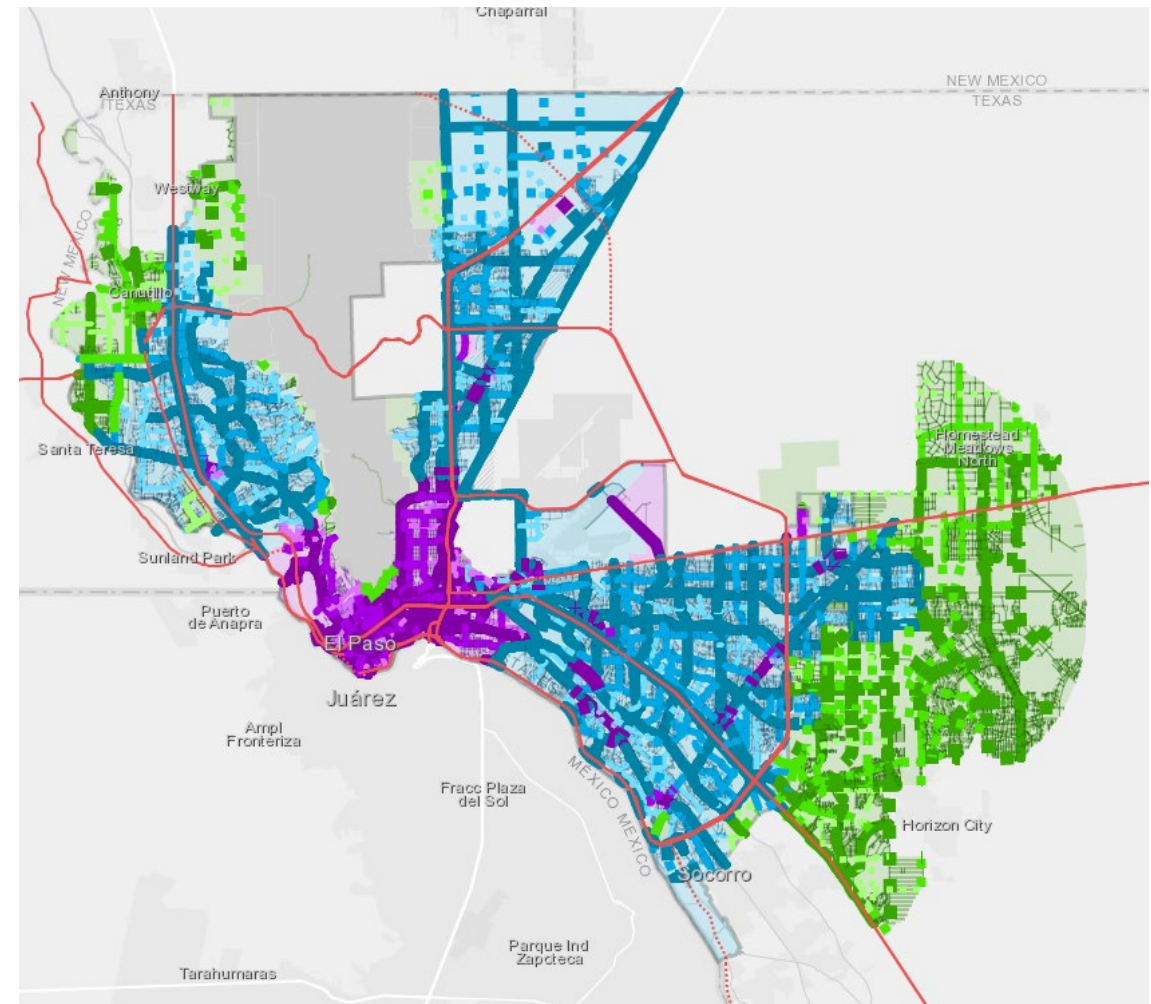
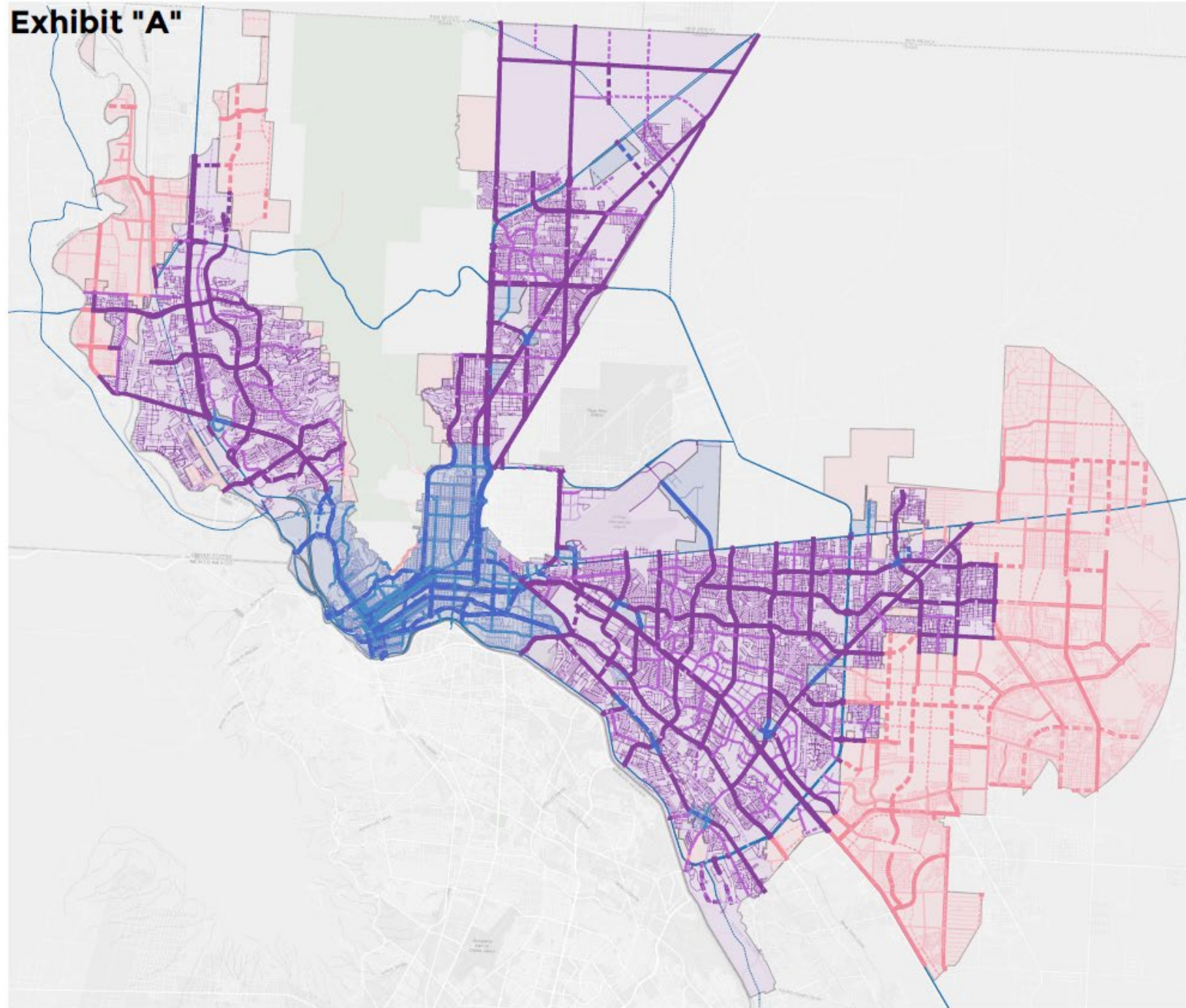


Exhibit "A"



2025 Major Thoroughfare Plan

Drivable Suburban Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Drivable Suburban Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Compact Urban Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Compact Urban Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Rural Thoroughfares

MAJOR ARTERIAL
MINOR ARTERIAL
COLLECTOR
LOCAL

Rural Thoroughfares (Proposed)

MAJOR ARTERIAL (PROPOSED)
MINOR ARTERIAL (PROPOSED)
COLLECTOR (PROPOSED)

Freeways/Interstates/Super Arterials

Freeways/Interstates/Super Arterials
Freeways/Interstates/Super Arterials (Proposed)

Context Areas

DRIVABLE SUBURBAN
COMPACT URBAN
RURAL

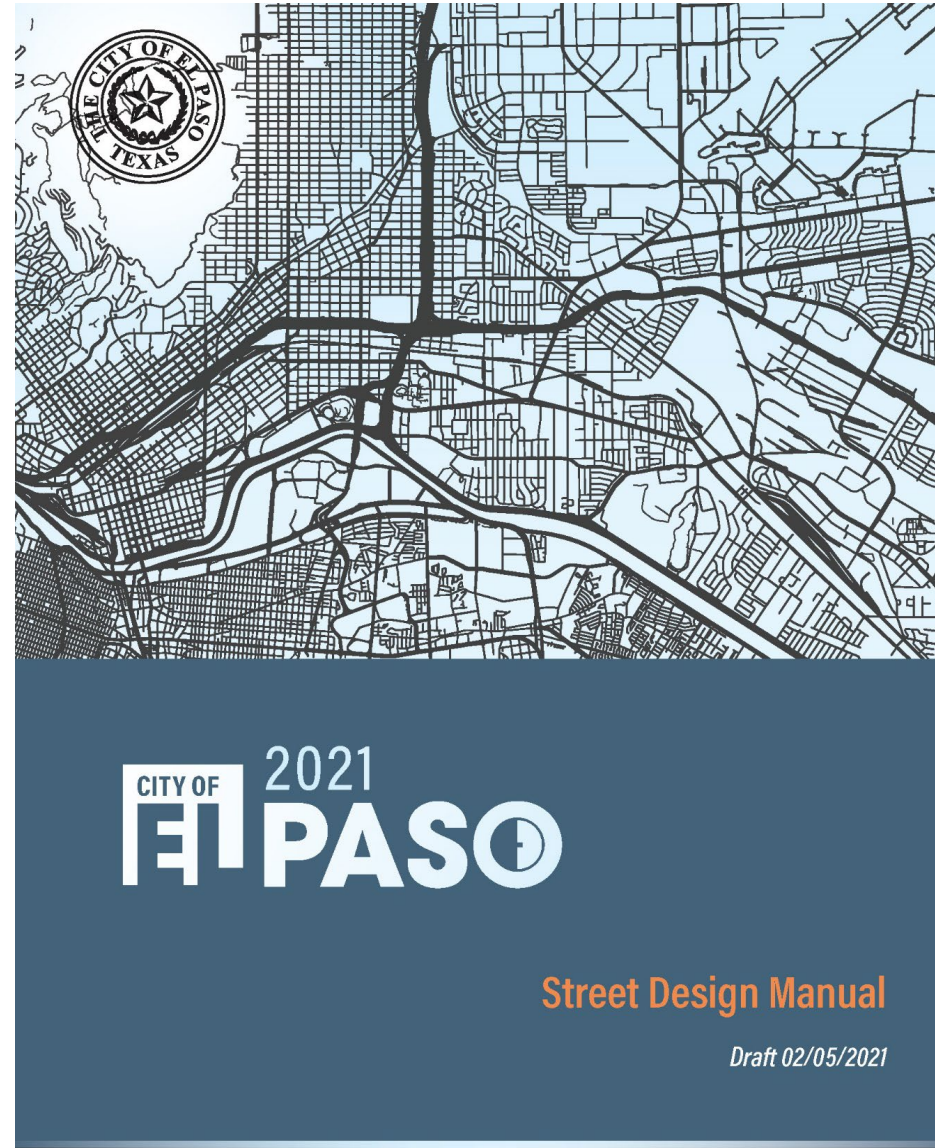
- **What the amendment does:**
 - Adds Context Area designation to existing thoroughfares;
 - Removes proposed thoroughfares from the “Lost Dog” area;
 - Makes minor changes to existing & proposed thoroughfares based on as-built conditions.
- **What the amendment does NOT do:**
 - This is not a comprehensive update to the transportation network, that is not the intent of Street Design Manual.
 - Does not make any substantial changes, deletions or additions to the existing thoroughfare network.

DSC Amendment

- What the amendment does:
 - Removes street cross section guidance from DSC and refers designers to SDM
- What the amendment does NOT do:
 - Does not make changes to technical standards/specifications, this is forthcoming as a separate effort.
 - Does not directly address stormwater management or drainage design elements in the DSC, this is forthcoming as a separate effort.

Next Steps

- Council Action April 26th
 - Introduction of both adoption ordinances April 12.
- Further refinement of DSC (technical standards) is ongoing, adoption summer 2022.
- Vision zero design guidance incorporation & adoption. 12-16 months.



MISSION



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

VISION



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



VALUES

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-412, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

An Ordinance amending Ordinance 011469 merging the membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council.

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

DEPARTMENT: Community + Human Development

AGENDA DATE: 4/12/22

PUBLIC HEARING DATE: 4/26/22

CONTACT PERSON/PHONE: Nicole Ferrini, Director 915-212-1659

DISTRICT(S) AFFECTED: All

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

SUBJECT:

Discussion and action on an Ordinance Amending Ordinance 0011469 Merging the Membership of the Foster Grandparent Program Advisory Council and the Retired and Senior Volunteer Program Advisory Council into the AmeriCorps Seniors Advisory Council

BACKGROUND / DISCUSSION:

On February 11, 2020 a majority vote of quorum was taken and majority ruled to merge both RSVP and FGP councils. The two boards wishes to codify the merger via ordinance.

PRIOR COUNCIL ACTION:

Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council were both codified by Ordinance 011469 on July 20, 1993

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD:  _____

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 011469 MERGING THE MEMBERSHIP OF THE FOSTER GRANDPARENT'S PROGRAM ADVISORY COUNCIL AND THE RETIRED AND SENIOR VOLUNTEER PROGRAM ADVISORY COUNCIL INTO THE AMERICORPS SENIORS ADVISORY COUNCIL OF THE CITY OF EL PASO.

WHEREAS, membership to the Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council were both codified by Ordinance 011469 on July 20, 1993; and

WHEREAS, during the February 11, 2020 regular meeting of the RSVP and FGP, the merger of the two advisory councils into the AmeriCorps Seniors Advisory Council was finalized by the approval of amended bylaws by the members of the two entities; and

WHEREAS, the boards wish to codify this merger, via Ordinance, reflecting how the AmeriCorps Seniors Advisory Council will operate moving forward.

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

1. The Foster Grandparent's Program (FGP) Advisory Council and the Retired and Senior Volunteer Program (RSVP) Advisory Council will now be known as the AmeriCorps Seniors Advisory Council as authorized by the City of El Paso and CFR 2553.24.
2. The AmeriCorps Seniors Advisory Council will be regulated by the bylaws approved in February 2020, as may be amended in accordance with Article VII of the bylaws, attached to this Ordinance as Exhibit A.
3. The AmeriCorps Seniors Advisory Council will have 19 members consisting of 9 members (1 per District, 1 from the Mayor) with the remaining 10 members to be selected by the advisory council as at larger members.
4. This Ordinance shall take effect and be in full force from and after its passage and approval.
5. Except as herein amended, Ordinance 011469 shall remain in full force and effect.

PASSED AND ADOPTED this _____ day of _____, 20__.

THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community & Human Development

EXHIBIT A

AmeriCorps Seniors Advisory Council

COUNCIL BYLAWS

(Amended – February 2020)

SENIOR CORPS

ADVISORY COUNCIL BYLAWS

ARTICLE I - AUTHORITY

The Advisory Council of the Retired and Senior Volunteer Program (RSVP)/Foster Grandparents Program (FGP) also known as Senior Corps of the City of El Paso is authorized by the City of El Paso and CFR 2553.24.

ARTICLE II - PURPOSE

The purpose of the Advisory Council shall be to advise and assist the Project Sponsor (i.e., the City of El Paso) and Senior Corps staff. The offices of Senior Corps are located at 801 Texas Ave. 3rd Fl.; El Paso, TX 79901-1503

ARTICLE III - ROLE AND FUNCTION

The Advisory Council is tasked with the following:

- a. Provides advice and support to the project supervisor in the formulation of local policy, planning and the development of operational procedures and practice, consistent with program policies;
- b. Assists the sponsor by promoting community support for the project; advises on actions affecting volunteers; and assists in developing local financial and in-kind resources;
- c. Assist in engaging seniors and knowledgeable about human and social needs of the community; and knowledge of, the range of abilities of older adults and of a diverse composition that reflect the El Paso service area. Assists in additional programming to provide feedback to the City of El Paso when necessary.
- d. Conducts an annual appraisal of project operation and submits a report to the sponsor, which shall be attached to the continuation grant application. The appraisal should be completed so that results of the appraisal may be utilized in preparing the continuation grant application. Advisory Council will include project goals and objectives being met on schedule;
- e. Provides information and advice to Sponsor and project staff on strategies to utilize Senior Corps volunteers most effectively;
- f. Furnishes advice and support on coordination with volunteer stations;
- g. Promotes constructive relationships with key individuals and agencies in the community;

- h. Helps plan, implement, and participate in Senior Corps recognition events;
- i. Assists in the final review of continuation grant applications and assists in the development of the section relating to Advisory Council's goals;
- j. Provides ideas or contacts for development of volunteer stations;
- k. Advises on recruitment of hard-to-reach prospective volunteers.
- l. Assist with fund raising efforts to assist the program to continue recognition events.
- m. Review by-laws on an annual basis.

ARTICLE IV - MEMBERSHIP

Section 1 - Number and Qualifications:

The Senior Corps Advisory Council shall consist of nineteen (19) members. Composition of the membership shall be as follows:

The Mayor or his designee shall appoint a member to the advisory council. (1)

Each City Representative shall appoint a member to the advisory council. (8)

Ten members shall be selected by the advisory council as at large members. (10)

Total: (19)

At least five of the members shall be persons aged 55 or over. Members should be representative of a cross-section of the community: community and business leaders, representatives of non-profit corporations and public agencies. Project staff may not be members or officers of the Advisory Council.

Section 2 - Tenure:

Each member of the Senior Corps Advisory Council shall serve a lifetime term. Each member appointed to the Advisory Council shall serve a lifetime term. When members feel the need to end their service as Advisory Council members, they will notify the office of Senior Corps. A replacement appointee shall be made according to the same process by which the member was appointed. All current advisory council members are grandfathered in with this change to the by-laws. For advisory council members

appointed by the Mayor or City Representatives, their term will conclude if the Mayor or City Representative elects to appoint a new individual. If there are openings in the at-large section, member may choose to remain, with the approval of a major vote of the advisory council.

Section 3 - Absence from Meetings:

If a member is absent from three consecutive meetings without notification to Senior Corps staff and advisory council, the Advisory Council members shall decide if there is cause for removal. If the member is dismissed, such member shall not be eligible for reappointment.

The Advisory Council may waive this attendance requirement where it determines extenuating circumstances provide a reasonable excuse for such member's absence.

Section 4 - Quorum:

In order to constitute a quorum, half of the total number of advisory council members plus one (1) shall constitute a quorum for the purpose of holding meetings

The act of the majority of those present shall determine any matter brought before the advisory council

Section 5 - Meeting:

The advisory council shall meet at least 6 times a year and as needed to meet the needs of the program.

ARTICLE V - OFFICERS

Section 1 - Officers:

The Advisory Council officers shall be a Chairman and Vice-Chairman elected at the annual election that will be held in June or July of each year.

Section 2 - Term:

Elected officers (Chair and Vice-Chair) shall serve for a term of one year. In the event the office of Chairman or Vice-Chairman becomes vacant during the term, such vacancy shall be filled by having the advisory council select a new Chair or Vice-Chair except as stipulated under Article V, Section 3b.

Section 3 - Duties

a. Chairman - Shall preside at all meetings of the Advisory Council; appoint committee chairs as needed; call special meetings; be an ex-officio member of all committees; and

assume other duties usually pertaining to the office.

b. Vice-Chairman - Shall supervise and coordinate the activities of the committee chair and shall be responsible for securing from each an annual report. In the absence of the Chairman, the Vice-Chairman shall assume the duties of the Chairman; when a vacancy occurs in the office of the Chairman, the Vice-Chairman shall become the Chairman.

ARTICLE VI - COMMITTEES

The Chairman shall appoint such committees as shall be deemed necessary. Membership of the committees and designation of chairpersons shall be as determined by the Chairman. Committees may include, but shall not be limited to, Public Relations, Recognition, Evaluation, Nominating, Fund-Raising, and Bylaws. Committees shall meet as frequently as needed.

ARTICLE VII - AMENDMENT

These by-laws may be amended by majority vote of a quorum present at an advisory council meeting. Proposed changes shall be submitted in writing to each member at least fourteen (14) days prior to the meeting at which it is to be presented for consideration.



Legislation Text

File #: 22-450, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Capital Improvement Department, Sam Rodriguez, (915) 212-1808

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a Professional Services Agreement for the project known as "Feasibility Study for the Multi-Purpose Performing Arts and Entertainment Center" to M. Arthur Gensler & Associates, Inc., a California, USA Foreign For-Profit Corporation. The Agreement will be for an amount not to exceed Seven Hundred Ninety-Eight Thousand Six Hundred Sixty-One and 00/100 Dollars (\$798,661.00). 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.

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer
(915) 212-1808

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.1 Create an Environment Conducive to Strong Sustainable Economic Development

SUBGOAL: 1.1 Stabilize and Expand El Paso's Tax Base.

SUBJECT:

That the City Manager be authorized to sign a Professional Services Agreement for the project known as "Feasibility Study for the Multi-Purpose Performing Arts and Entertainment Center" (MPC) to M. Arthur Gensler & Associates, Inc., a California, USA Foreign For-Profit Corporation. The Agreement will be for an amount not to exceed Seven Hundred Ninety-Eight Thousand Six Hundred Sixty-One and 00/100 Dollars (\$798,661.00). 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.

BACKGROUND / DISCUSSION:

The Multi-Purpose Performing Arts and Entertainment Center was one of three signature projects included in the 2012 Quality of Life Bond. The City conducted numerous studies to determine the location of the proposed MPC and selected the downtown area known as Union Plaza. The City acquired much of the property and applied for an Antiquities Permit as required by the Texas Historic Commission for a development of the size of the MPC. The project came to a standstill in 2017 and all activities were suspended as a result of numerous lawsuits. On October 26, 2021, City Council directed the City Manager and staff to present an estimated cost for the MPC in the November 23, 2021 Council meeting. On November 9, 2021, Council extended the date for presenting the estimate until February 2022.

To provide an accurate estimate it is necessary to retain the expertise of consulting resources specializing in the development of entertainment venues. This action authorizes the award of a consulting service contract to develop an estimate.

PRIOR COUNCIL ACTION: October 26, 2021 Directing the City Manager to provide an estimate of the cost of the MPC.

November 9, 2021 extending the deadline for providing the MPC estimate to February 2022

AMOUNT AND SOURCE OF FUNDING:

2012 QoL Bonds: \$798,661

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

Revised 04/09/2021

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Museums and Cultural Affairs

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

DEPARTMENT HEAD:

X *Jerry DeMuro/for*

Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and M. Arthur Gensler Jr. & Associates, Inc., a California, USA Foreign For-Profit Corporation, for a project known as “Feasibility Study for the Multi-Purpose Performing Arts and Entertainment Center” for an amount not to exceed \$798,661.00.

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

APPROVED THIS _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E.
City Engineer

CITY OF EL PASO A/E SELECTION SCORESHEET

Rater	SOLICITATION #2022-0450R FEASIBILITY STUDY FOR THE MULTI-PURPOSE PERFORMING ARTS AND ENTERTAINMENT CENTER									
	CALLISON RTKL	DAVID M. SCHWARZ ARCHITECTS	GENSLER	HKS	HOK	JOHNSON CONSULTING	MYCOTOO	PERKINS & WILL	POPULOUS	TRAHAN ARCHITECTS
Rater 1	75	55	58	55	74	70	58	56	66	60
Rater 2	72	51	75	61	80	51	47	57	52	66
Rater 3	72	63	82	70	64	80	55	84	75	62
Rater 4	57	58	85	81	80	65	53	81	64	63
Rater 5	84	73	86	70	77	65	60	70	70	81
Total rater scores	360	300	386	337	375	331	273	348	327	332
References	6	10	9	9	6	3	10	10	9	6
OVERALL SCORE	366	310	395	346	381	334	283	358	336	338

#1	Gensler	395
#2	HOK	381
#3	Callison RTKL	366
#4	Perkins & Will	358
#5	HKS	346
#6	Trahan Architects	338
#7	Populous	336
#8	Johnson Consulting	334
#9	David M. Schwarz	310
#10	MYCOTOO	283

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and M. Arthur Gensler Jr. & Associates, Inc., a California, USA Foreign For-Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Feasibility Study For Multi-Purpose Performing Arts And Entertainment Center”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinance.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$798,661.00** for all basic services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for

completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any

payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment “F”.

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-

compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED..

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings,

Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	M. Arthur Gensler Jr. & Associates, Inc. Attn: Barry Hand 5005 Greenville Ave. Dallas, TX 75206
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will

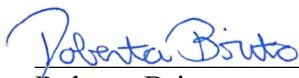
not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

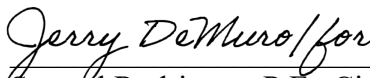
Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

M. Arthur Gensler Jr. & Associates, Inc.

By: 

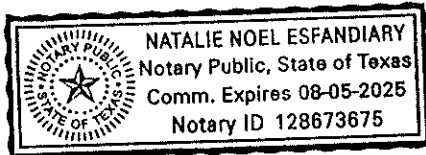
Name: Barry Hand

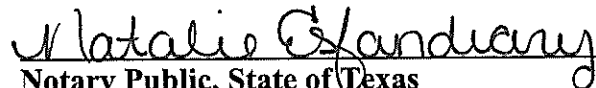
Title: Principal

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on this 18 day of April, 2022,
by Barry Hand, Principal, on behalf of Consultant.




Notary Public, State of Texas

My commission expires:

8-5-25

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT “A” PROJECT SCOPE

The scope of services includes studies such as economic impact analysis and programming operations; and development of the following: project concept; partnership opportunity guidelines include public-private partnership specifications; and financial model to include estimate of capital costs and operating costs which is in compliance with all court rulings and legal decisions to incorporate preservation of historic buildings and to preserve historic of the proposed location of the Multi-Purpose Performing Arts and Entertainment Center (MPC). The objective is to define a program, master plan and economic impact analysis of a first-class, sustainable MPC and supporting programs that provide a flexible and usable performing arts, and entertainment destination to the public, while develop concepts of incorporating the adaptive re-use of select existing buildings that preserve the cultural heritage of downtown El Paso. This includes industry standard concessions and food services facilities, merchandising, branding, efficient building systems, team and event support facilities and amenities, potentially as dispersed programs among the existing urban fabric, as part of the adaptive re-use of existing buildings. As part of the final deliverable, a life cycle cost analysis that includes maintenance, operations, and energy consumption is to be provided.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Compensation to Gensler for Basic Services, Additional Services, and Project Expenses will be as summarized below and detailed in Exhibit B. When Gensler's compensation is based on hourly rates, the rates will be those set forth in Gensler's Standard Hourly Billing Rates.

Compensation for Basic Services will be the lump sum of Seven-Hundred Fifty-Five Thousand Six-Hundred Sixty-One dollars (\$755,661).

Gensler Fee:	\$393,360
Legends :	\$287,000
Mijares-Mora Architects:	\$ 27,211
Rider Levett Bucknall (RLB):	\$ 23,000
Countryman & Co.:	\$ 25,090

PROJECT EXPENSES

Project Expenses include expenses incurred by Gensler and Gensler's consultants in the interest of the Project, including, but not limited to the following:

- Postage, delivery and courier fees.
- Travel and associated travel costs to and from Client location (Bi-Weekly in person meetings)
- Reproductions, photocopies

OPTIONAL/ADDITIONAL SERVICES

Gensler will provide services beyond the Basic Services described if requested by Client and confirmed in advance, in writing by Gensler. Additional Services may include, but are not limited to:

- Plotting and printing
- Professional renderings
- Material finish boards
- Computer animations
- Physical models
- Additional consultant fees deemed necessary and mutually agreed upon with prior written approval by the Client
- Services required due to accelerated deadlines, delays, untimely Client information, approvals, or instructions, out-of-sequence phasing, Project pauses or remobilization, or other schedule changes due to reasons beyond Gensler's reasonable control
- Authorized out-of-town travel, including travel time and reasonable living expenses (i.e. Project Tours)

PAYMENTS AND BILLINGS

Progress payments for Basic Services shall be due and payable upon receipt of Gensler's invoices. Disputes or questions regarding an invoice or a portion of an invoice shall not be cause for withholding payment for the remaining portions due. Amounts unpaid thirty (30) days after the issue date of Gensler's invoice shall be assessed a service charge of one and one-half percent (1.5%) per month.

This Agreement anticipates that Gensler's services will proceed continuously in accordance with the Project schedule. If the Project is suspended or delayed for reasons beyond Gensler's control, Gensler shall be compensated for expenses incurred due to the interruption and resumption of its services, and the Parties shall mutually agree upon an equitable adjustment of Gensler's fees and the duration for the remaining services.

Note: Rate escalation occurs on July 1 of each calendar year.

GENSLER HOURLY RATES

2022 – 2023 Hourly Rate Schedule

The following are the hourly billing rate ranges for the professionals available to work on your project. If necessary, additional staff may be required during the various phases of your project. These billing rates include salary cost, benefits, overhead, profit, and the cost of administrative staff. These rates are valid May 1, 2022 - April 30, 2023, and are subject to adjustment thereafter

Managing Principals	\$370.00 - \$450.00
Principals	\$245.00 - \$390.00
Design Directors	\$150.00 - \$310.00
Technical Directors	\$190.00 - \$330.00
Digital Design Director	\$320.00 - \$390.00
Senior Design Managers	\$200.00 - \$280.00
Design Managers	\$150.00 - \$210.00
Senior Tech/Architects	\$200.00 - \$280.00
Tech/Architects	\$100.00 - \$210.00
Senior Interior Designers	\$160.00 - \$230.00
Interior Designers	\$100.00 - \$170.00
Graphic/Brand Designers	\$100.00 - \$190.00
Digital Design Strategists	\$150.00 - \$270.00
Industry Specialists	\$210.00 - \$290.00
Consulting Strategist	\$210.00 - \$300.00
Consulting Analyst	\$120.00 - \$180.00
Spec Writers	\$150.00 - \$240.00
Project Coordinators	\$120.00 - \$160.00

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “Feasibility Study For Multi-Purpose Performing Arts And Entertainment Center”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$798,661.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Lump Sum Payment to Consultant

The compensation for each task described in Attachment “A”. Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals, 2. hotel (lodging) costs, 3. airfare travel costs, 4. parking costs, 5. automobile or equipment rental costs, 6. taxi, limousine, bus, subway, or other travel costs, 7. Reproduction, 8. shipping and handling, 9. local postage/deliveries (courier services), 10. communication costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year.

The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

3/1/2023

DATE (MM/DD/YYYY)

3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED 1041775 GENSLER 500 SOUTH FIGUEROA STREET LOS ANGELES CA 90071 DALLAS		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company 16535 INSURER B: Travelers Property Casualty Co of America 25674 INSURER C: Lloyds of London Co. 26247 INSURER D: American Guarantee and Liab. Ins. Co. 24319 INSURER E: Allied World Surplus Lines Insurance Company 10717 INSURER F: Aspen Specialty Insurance Company	

COVERAGES GENSL01 **CERTIFICATE NUMBER:** 2865525 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0081063	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP3707221	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	CUP-0T141080	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WC0081062	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C E F	PROFESSIONAL LIABILITY	N	N	LDUSA2100176 0312-2693 LR00FYF22	4/1/2022 4/1/2022 4/1/2022	4/1/2023 4/1/2023 4/1/2023	\$2,000,000 PER CLAIM/ AGGREGATE \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

2865525
 GENSLER
 5005 GREENVILLE AVENUE
 DALLAS TX 75206

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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Legislation Text

File #: 22-471, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City of El Paso ("City") and Mills Plaza Properties V, LP a Texas limited partnership and Kress Tunnel, LLC a Texas limited liability company (collectively, "Applicant") in support of a development project located at 211 North Mesa Street, El Paso, Texas, 79901. The project includes the redevelopment, rehabilitation and improvement of the Kress Building as well as, pending City approval, the development and construction of a sub-surface tunnel beneath North Oregon Street. The Agreement requires the Applicant to make a minimum investment of \$18.4 million. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,049,000.

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

AGENDA DATE: April 26, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Elizabeth Triggs, 915-212-0094

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal No. 1: Create an Environment Conducive to Strong Sustainable Economic Development

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

SUBJECT:

Discussion and action on a resolution that the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement ("Agreement") by and between City of El Paso ("City") and Mills Plaza Properties V, LP a Texas limited partnership and Kress Tunnel, LLC a Texas limited liability company (collectively, "Applicant") in support of a development project located at 211 North Mesa Street, El Paso, Texas, 79901. The project includes the redevelopment, rehabilitation and improvement of the Kress Building as well as, pending City approval, the development and construction of a sub-surface tunnel beneath North Oregon Street. The Agreement requires the Applicant to make a minimum investment of \$18.4 million. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,049,000.

BACKGROUND / DISCUSSION:

The iconic Kress Building located at 211 North Mesa Street sits adjacent to the newly renovated Downtown Visitor's Center, across from San Jacinto Plaza, and near the recently renovated Plaza Hotel, as well as several other historic buildings that have been renovated over the last several years. It was built in 1937 and served as a five-and-dime store from its opening through 1980. The building has been vacant for the last three decades, since 1992. This project represents an opportunity to rehabilitate and reactivate an El Paso landmark in the heart of downtown.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic & International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


Elizabeth Triggs, Director, Economic & International Development

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign a Chapter 380 Economic Development Program Agreement (“Agreement”) by and between **CITY OF EL PASO** (“City”) and **MILLS PLAZA PROPERTIES V, LP** a Texas limited partnership and **KRESS TUNNEL, LLC** a Texas limited liability company (collectively, “Applicant”), in support of a development project located at 211 North Mesa Street, El Paso, Texas, 79901. The project includes the redevelopment, rehabilitation and improvement of the Kress Building as well as, pending City approval, the development and construction of a sub-surface tunnel beneath North Oregon Street. The Agreement requires the Applicant to make a minimum investment of \$18.4 million. Over the term of the Agreement, the City shall provide economic incentives not to exceed \$2,049,000.

APPROVED this _____ day of _____, 20_____.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine City Clerk

APPROVED AS TO FORM:



Frances M. Maldonado Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic & Int'l Development

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CHAPTER 380 ECONOMIC DEVELOPMENT
PROGRAM AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT** (“Agreement”) is entered into by and between the **CITY OF EL PASO, TEXAS** (“City”), a Texas home rule municipal corporation, and **MILLS PLAZA PROPERTIES V, LP** a Texas limited partnership and **KRESS TUNNEL, LLC** a Texas limited liability company (collectively, “Applicant”), for the purposes and considerations below:

WHEREAS, the Applicant desires to enter into this Agreement pursuant to Chapter 380 and the Texas Constitution Article VIII, Section 52-a; and

WHEREAS, the City desires to provide, pursuant to Chapter 380, incentives to Applicant to redevelop, rehabilitate and improve the downtown building commonly known as the Kress Building, located at **211 N. Mesa Street, El Paso, Texas 79901** (“Kress”), and subject to City approval, develop and construct a sub-surface tunnel beneath North Oregon Street, providing connectivity between the Kress Building and the Plaza Hotel Pioneer Park (collectively “Development”), such Development being more specifically described on **Exhibit A** attached hereto; and

WHEREAS, the City has the authority under Chapter 380 to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of El Paso; and

WHEREAS, the City determines that a grant of funds to Applicant will serve the public purpose of enhancing the value of the local tax base and foster and support economic growth and opportunity and to ensure new investments will market the area as a thriving place to work, live and visit, within the City’s downtown core; and

WHEREAS, the City has further determined that the Development will advance the City’s revitalization strategy for the future growth and development of the downtown area, which is the economic heart of the City; directly and indirectly results in the creation of additional jobs in the City of El Paso; and stimulates commercial activity in an underdeveloped area, the value of such benefits to the City outweighing the amount of grant funds the City will provide to the Applicant under this Agreement; and

WHEREAS, the Development will encourage increased economic development in the City, provide increases in property tax revenues, and improve the City’s ability to provide for the health, safety and welfare of its citizens; and

WHEREAS, the City has concluded and finds that this Agreement embodies an eligible “program” and promotes economic development in the City of El Paso and, as such, meets the requisites under Chapter 380 and further, in in the best interests of the City and Applicant.

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

SECTION 1. DEFINITIONS.

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

- A. **Agreement** means this Chapter 380 Economic Development Program Agreement, together with all attached exhibits.
- B. **Applicant** means Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company, located at 123 W. Mills Avenue Suite 600, El Paso, Texas, 79901.
- C. **Base Year Value** means the valuation of the Kress real property by the El Paso Central Appraisal District as of January 1, 2022. However, under no circumstances shall the Base Year Value be interpreted to be equivalent or determinative for appraisal purposes or to be used in any way to determine market value. For the purposes of this Agreement, the Base Year Value is **\$812,420.00**.
- D. **Building and Planning Fee Waiver** means a 100 percent waiver of all development and building permit and inspections fees required for the Development under Title 18, Title 19 and Title 20 of the El Paso City Code; however, under no circumstances shall the City waive penalty fees associated with development building permitting and inspections.
- E. **City** means the City of El Paso, Texas.
- F. **Construction Materials Sales Tax Rebate** means a one-time 100 percent rebate of the City's one percent Sales and Use Tax Receipts for materials and labor of taxable items used in the construction of the Development, but in no event will the total Construction Materials Sales Tax Rebate amount exceed **\$109,000.00**.
- G. **Effective Date** means the date upon which both parties have fully executed this Agreement as set forth on the signature pages hereof.
- H. **Event of Default** has the meaning assigned to it by **Section 5** of this Agreement.
- I. **Development** means Applicant's (i) redevelopment, rehabilitation and improvement to the Kress; and, (ii) subject to City approval and project feasibility, construction of a sub-surface tunnel beneath North Oregon Street, together collectively referred to as the Development. The Kress, at completion shall include approximately 45,000 usable square feet for commercial uses that are substantially similar to the descriptions in **Exhibit A** attached hereto.
- J. **Grant** means an annual payment to Applicant under the terms of this Agreement computed as the sum of (i) Construction Materials Sales Tax Rebate, (ii) Property Tax Rebate; and (iii) Retail Sales

and Use Tax Rebate. For the purposes of this Agreement, the maximum, aggregated value of the Grant payments shall not exceed **\$2,049,000.00**.

- K. **Grant Period** has the meaning assigned to it by **Section 2** of this Agreement.
- L. **Grant Submittal Package** means the documentation required to be supplied to the City on a yearly basis as a condition of receipt of any Grant, with such documentation more fully described in **Exhibit B**, which is attached hereto and incorporated herein for all purposes.
- M. **Kress** means the redevelopment, rehabilitation, historic registration, and improvement to the downtown building commonly known as the Kress Building, located at **211 N. Mesa Street, El Paso, Texas 79901**.
- N. **Minimum Appraisal Value** means the appraised value of the real and personal property of the Development by the El Paso Central Appraisal District upon completion of the Kress as evidenced by the issuance of a certificate(s) of occupancy, below which the Applicant cannot protest nor contest during the Term. The Minimum Appraisal Value shall be **\$2,345,000.00** for the Kress. Under no circumstances shall the Minimum Appraisal Value be interpreted to be equivalent or determinative for appraisal purposes or be used in any way to determine market value.
- O. **Minimum Investment** means all Qualified Expenditures, including, without limitation, those costs incurred, self-performed or contracted to third parties by the Applicant over the course of the acquisition, leasing, renovation or construction project or furnishing or installation of the improvements, equipment or personal property for the Development (including both on and off-site improvements in connection with the Development). For the purposes of this Agreement, the Minimum Investment amount shall be **\$18,400,000.00**; in the event construction of the sub-surface tunnel contemplated by this Agreement is not approved or feasible, the Minimum Investment shall be reduced to **\$15,400,000.00**.
- P. **Property** means approximately 0.4236 acres of real property located at 211 N. Mesa Street, El Paso, Texas 79901 and the subsurface interests in a portion of Oregon Street, as reflected in **Exhibit C-1 and Exhibit C-2**.
- Q. **Property Tax Rebate** means a 100 percent rebate of the City's portion of the combined incremental ad valorem real and personal property tax revenue generated by or for the Property above the Base Year Value for the Grant Period. For the purposes of this Agreement, in no event will the total Property Tax Rebate amount exceed **\$930,000.00**.
- R. **Retail Sales and Use Tax Rebate** means a rebate of 100 percent of the City's one percent Sales and Use Receipts generated by and attributable to sales of Taxable Items consummated at the Development (by Applicant, lessee's, users or third parties) in the immediately prior calendar year and remitted from the State Comptroller to the City. The Retail Sales and Use Tax Rebate shall be limited to a 10-year period within the Grant Period, commencing on January 1, 2027. For the purposes of this Agreement, in no event will the total Retail Sales and Use Tax Rebate amount exceed

\$1,010,000.00. To receive the Sales and Use Tax Rebate, the Applicant must complete and submit **Exhibit D** and provide as an annual attachment to the Grant Submittal Package.

- S. **Sales and Use Tax Receipts** means receipts of Sales and Use Tax Revenue remitted from the Office of the Texas Comptroller of Public Accounts based upon the collection of Sales and Use Tax during the Term of this Agreement, that are generated by the sale of Taxable Items consummated at the Development.
- T. **Taxable Items** has the same meaning assigned in Chapter 151, Texas Tax Code.
- U. **Term** has the meaning assigned to it by **Section 2** of this Agreement.
- V. **Qualified Expenditures** means all expenditures incurred by the Applicant after the Effective Date for material used in the preparation of, in the redevelopment, development, rehabilitation and construction of the Development; including but not limited to, the cost Improvements, personal property, financing costs associated with improvements in the construction of the Development, historic landmark registration and approval costs, material costs and the labor required for the acquisition, construction or renovation for the Development, The foregoing shall include, without limitation, all costs self-performed or contracted to third parties by the Applicant over the course of the development, and construction and renovation of improvements on the Property, costs, off-site improvements constructed, maintained and/or renovated by Applicant.

SECTION 2. TERM AND GRANT PERIOD.

- A. **Term.** The Term of this Agreement shall commence on the Effective Date and shall terminate on the first to occur: (i) the date when the Grant is fully paid; (ii) twenty-four years from the Effective Date; (iii) the proper termination of this Agreement in accordance with applicable provisions contained herein; or (iv) termination by mutual consent of the parties in writing.
- B. **Grant Period and Grant Payment Eligibility.** The Grant Period for the Property Tax Rebate shall commence on the date the Applicant submits the initial Grant Submittal Package to the City. The initial Grant Submittal Package shall be submitted on or before April 1, 2026. Applicant's eligibility for Property Tax Rebate Grant payments shall be limited to twenty (20) consecutive years ("Grant Period"). The City shall annually review the Applicant's eligibility for Grant payments in accordance with **Exhibit B** and **Exhibit D** during the Grant Period. The Grant Period for the Retail Sales and Use Tax Rebate shall commence on January 1, 2027, and Applicant's eligibility for the Retail Sales and Use Tax Rebate shall be limited to 10 consecutive years from that date.

SECTION 3. OBLIGATIONS OF THE APPLICANT.

During the Term of this Agreement, Applicant shall comply with the following:

- A. **Applicant Obligations.** Applicant agrees to:

- 1) Expend or cause to be expended an amount equal to the Minimum Investment in the Development; provided however that Applicant shall not be deemed to be in default if Applicant expends less than the Minimum Investment amount, but the maximum aggregated value of Grant payments over the Term of this Agreement shall be reduced proportionately based on the amount of Qualified Expenditures in relation to the Minimum Investment amount; and such reduction shall be withheld from the first Grant payment, and as necessary, each subsequent Grant payment until the reduction has been covered in full (see **Exhibit E** for an illustrative example);
 - 2) Complete the Development in accordance with applicable provisions of the City Municipal Code and continue to prosecute the registration of the Kress with the Texas Historical Commission and take all reasonable steps to complete such registration;
 - 3) Diligently pursue the completion of the Development in accordance with applicable federal, state and local laws and regulations;
 - 4) Within two (2) months of the Effective Date, submit to the City the vacation of right-of-way application to facilitate, subject to City approval and feasibility, construction of the tunnel as depicted in **Exhibit C-2**, attached hereto;
 - 5) Use the Property in compliance with applicable City zoning regulations. The Applicant intends to use the Development as described in **Exhibit A**, attached hereto; and
 - 6) Except as provided in Section 7(J), Applicant shall obtain a certificate of occupancy for the Kress no later than **December 31, 2025**. For the purposes of this Agreement, “certificate(s) of occupancy” does not include temporary certificate(s) of occupancy.
- B. **Inspection of Records.** Applicant, during normal business hours, at its principal place of business in El Paso, and with two weeks written notice, shall allow the City or its agents reasonable access to Applicant’s records and books, and other records that are related to the economic development considerations and incentives described here in to verify Applicant’s compliance with this Agreement. The City shall maintain the confidentiality of such records in accordance with and subject to commercially reasonable practices and all applicable laws to the extent allowed by the Texas Open Records Act.
- C. **Grant Submittal Package.** Unless otherwise agreed by the City and Applicant in writing, Applicant shall annually submit one Grant Submittal Package in the form provided in **Exhibit B**, together with the requisite documentation, as follows:
- 1) Applicant shall submit to the City the initial Grant Submittal Package on or before **April 1, 2026**, but not later than thirty (30) business days after this date although early submission is acceptable. Thereafter, the Applicant shall submit the Grant Submittal Package annually on or before April 1st but not later than thirty (30) business days after **April 1** of each year. A failure by the Applicant to timely submit a Grant Submittal Package in accordance with this paragraph, after

City has provided Applicant with thirty (30) days' notice, shall be deemed a waiver by City of Applicant's right to receive a Grant payment for that Grant year; however, Applicant shall continue be eligible to receive annual Grant payments for the remaining Term.

- 2) Concurrent with the submittal of the initial Grant Submittal Package, Applicant will submit reasonable documentation to the City to confirm: (i) the expenditure of the Minimum Investment; (ii) receipt of a final certificate of occupancy for the Kress; and, (iii) the rebate amount due to the Applicant for the Construction Materials Sales Tax Rebate.
- 3) If Applicant fails to timely submit a Grant Submittal Package for a particular year, then the City may give Applicant thirty (30) days written notice of its failure to timely submit such Grant Submittal Package, and Applicant shall have thirty (30) calendar days from the date on which such written notice is received in which to submit such Grant Submittal Package. Failure to timely submit a Grant Submittal Package is a waiver of the Grant due to the Applicant for the period that would have been covered by a timely submitted Grant Submittal Package; provided however that Applicant will be eligible for Grant payments for the remainder of the Term. The City's determination of the amount of the Grant payment due to Applicant is final; however, Applicant shall be permitted provide additional documentation or clarification of Applicant's determination of the Grant payment amount, provided such documentation is provided to the City within thirty (30) days' receipt of Notice from the City regarding its determination.
- 4) Eligibility for any Grant payment is expressly contingent upon the Applicant's satisfaction of the requirements of Section 3 of this Agreement.

D. **Payment of Taxes.** Applicant shall include a tax certificate with each Grant Submittal Package reflecting timely payment of taxes for the Development.

E. **Minimum Appraisal Value.** The parties to this Agreement agree that the for the tax year after the Kress is open for business to the public, the Development will have an appraised value with the El Paso Central Appraisal District equal or greater than the Minimum Appraisal Value. Applicant shall have the right to contest the appraised value of the Development during the Term; however, Applicant shall not protest or knowingly permit anyone else to act on its behalf to protest the appraised value by the Central Appraisal District to an amount lower than the Minimum Appraisal Value. Any such action will be deemed an Event of Default and if uncured, will afford the City the remedies set forth in Section 5(J) below. However, it shall not be an Event of Default if Applicant, upon written notice of violation from the City, agrees to remedy the default by filing a tax protest to reinstate or increase the appraisal value for the next year and makes payment of the affecting taxing entities in the amount of any shortfall in tax revenues resulting from such protest within one hundred and twenty (120) days receipt of the City's notice of default. The Minimum Appraised Value should in no way be interpreted to affect the values set by the Central Appraisal District for tax purposes. Upon the termination of this Agreement, neither this Agreement, nor the values contained within, will be used to contest appraisal values or in the determination of the market value of the Development.

- F. **Payment Bond Required.** Applicant will require its contractors to obtain and maintain a payment bond during the development and construction of the Development. Applicant will provide proof of same, once available, to City and will have City added as recipient notice of default or termination from the surety issuing the bond. This requirement shall not create any contractual relation between the City, the Contractor, and any subcontractors working on the Project.
- G. **Waivers of Sales Tax Confidentiality.** Applicant shall collect from itself and/or its lessee's, users or third parties of the Development and provide the City, during the Term, a Waiver of Sales Tax Confidentiality, which authorizes the State Comptroller to release to the City and Applicant, Sales and Use Tax information pertaining to the sale of Taxable Items at the Development during the Term of this Agreement, substantially in the form attached hereto as **Exhibit D**.
1. The City will verify all such information, but the City shall not have an obligation to otherwise collect sales tax information and will have no obligation to make payments under this Agreement without such sales and use tax payment confirmation from the State Comptroller.
 2. The confidential Sales and Use Tax information provided or reported by the State Comptroller to the City shall be used to determine the amount of the Grant payment that Applicant is to receive. For any particular Grant Submittal Package and Grant amount determination, the City shall only consider the Sales and Use Tax Receipts that appear on such report by the State Comptroller to the City and that have a valid and effective Waiver of Sales Tax Confidentiality on file with the City.
 3. During the Term, Applicant shall, upon request of the City, provide such additional documentation as may be reasonably requested by the City to evidence, support and establish the Sales and Use Tax Receipts.
 4. The City acknowledges that the Sales and Use Tax information collected by Applicant pursuant to this Section G and reported to the City shall be based upon the reports filed by Applicant, lessee's, users or third parties of the Development with the State Comptroller's Office or Applicant, as applicable.
- H. **Use of Meeting Space.** The Applicant agrees to provide to the City, on an annual non-cumulative basis, use of Project meeting space without room rental fees and complimentary use of Wi-Fi in meeting space for ten (10) event days per year provided that the reasonable advance written notice is provided by the City to the Applicant. The identification of the terms related to such use shall be set forth in the final agreement and shall be on mutually agreeable terms. The use of the space may not be assigned to a third party by the City.

SECTION 4. OBLIGATIONS OF THE CITY

During the Term and so long as an uncured Event of Default is not continuing, the City shall comply with the following:

- A. **Grant Payments.** During the Term, the City shall make annual Grant payments to the Applicant in a maximum, aggregated amount does not exceed **\$2,049,000.00** over the Term of the Agreement, and payable as follows:
1. The City agrees to provide the Construction Materials Sales Tax Rebate in accordance with the terms and provisions of this Agreement, and due with the initial Grant Submittal Package;
 2. The City agrees to provide the Property Tax Rebate in accordance with the terms and provisions of this Agreement;
 3. The City agrees to provide the Retail Sales and Use Tax Rebate in accordance with the terms and provisions of this Agreement; and
 4. Except as expressly provided herein, the City will process any eligible Grant payment within ninety (90) days receipt of the Applicant's complete annual Grant Submittal Package.
- B. **Building and Planning Fee Waiver.** The City agrees to provide the Building and Planning Fee Waiver in accordance with the terms and provisions of this Agreement.
- C. **Grant Payment Processing.** The City will process any eligible Grant payment within ninety (90) days after receipt of the Applicant's complete annual Grant Submittal Package. The City's determination of the amount of the Grant payment due to the Applicant is final; however, Applicant shall be permitted provide additional documentation or clarification of Applicant's determination of the Grant payment amount, provided such documentation is provided to the City within thirty (30) days' receipt of Notice from the City regarding its determination.
- D. **Sub-Surface Tunnel.** The City shall, upon receipt of the appropriate vacation of right-of-way application for the sub-surface tunnel contemplated herein ("Tunnel"), and upon approval, if any, promptly expedite the processing of the application and relocate, at its cost, all bus traffic away from Oregon Street abutting the Development. In the event the appropriate vacation of right-of-way application for the sub-surface tunnel contemplated herein is not approved, the City shall work with the Applicant to relocate, at the City's cost, all bus traffic away from Oregon Street abutting the Development prior to completion of the Development as evidenced by a certificate of occupancy.

SECTION 5. EVENTS OF DEFAULT; NOTICE AND OPPORTUNITY TO CURE

Subject to the Force Majeure provisions set forth in Section 7(J), Actions by Third Parties set forth in 5(G) and the Notice and Opportunity to Cure in Section 5(H), each of the following if uncured shall constitute an Event of Default under this Agreement:

- A. **False Statements.** If any material written warranty, representation or statement furnished to the City by Applicant under this Agreement is/are knowingly false or misleading in material and substantial respect at the time made or furnished, and Applicant fails to cure same within 60 days after written notice from the City, shall be deemed an Event of Default. If such violation cannot be cured within such 60-day

period in the exercise of all due diligence, and Applicant fails to commence such cure within such 60-day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an event of default. Provided that the Applicant's knowledge is limited to the actual knowledge of an officer or manager of Applicant.

- B. **Insolvency.** The dissolution or termination of Applicant's existence as a going business or concern, Applicant's insolvency, appointment of receiver for any part of Applicant for the Kress, any assignment of all or substantially all of the assets of Applicant for the benefit of creditors of Applicant, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Applicant. However, in the case of involuntary proceedings, if such proceedings are discharged within sixty (60) days after filing, no event of default shall be deemed to have occurred.

Failure to Maintain Development. Following construction of the Development, Applicant shall maintain the Development in good condition and repair with a quality level consistent with other commercial properties in the immediate area and in compliance with any applicable City of El Paso ordinances. Applicant's failure or refusal to cure within 60 days after written notice from the City describing such failure, shall be deemed an Event of Default. If such violation cannot be cured within such 60-day period in the exercise of all due diligence, and Applicant fails to commence such cure within such 60-day period or fails to continuously thereafter diligently prosecute the cure of such violation, such actions or omissions shall also be deemed an Event of Default.

- C. **Construction of Development.** Applicant's failure to redevelop, rehabilitate and improve the Kress (and if approved and feasible, construct the Tunnel) and obtain a Certificate of Occupancy for the Kress no later than **December 31, 2025**.
- D. **Property Taxes.** Applicant fails to timely pay when due all property taxes properly levied against the Development (subject to Applicant's right to protest such taxes).
- E. **Other Defaults.** Failure of Applicant or the City to comply with or to perform any material term of this Agreement. A "material" default by the Applicant shall be an Event of Default, including all Events of Default identified in Section 5 of this Agreement, that prevents the City from receiving the benefit of its value in this Agreement which the Parties agree is the redevelopment, rehabilitation, and improvement of the Kress.
- F. **Action by Third Parties.** Notwithstanding any provision herein to the contrary contained in this Agreement, in no event shall Applicant be deemed to be in default hereunder if such default results from the actions, failures to act, omissions or interference with the performance by Applicant of any of its obligations hereunder by the City or third parties which are not under the direct control or supervision of Applicant.
- G. **Notice: Opportunity to Cure.** In the event of an Event of Default by Applicant under Section 5, the City shall provide sixty (60) days written notice of default and opportunity to cure to Applicant. Applicant shall have sixty (60) days after receipt of a notice of default in which to cure such default or contest the allegation of default; provided however, that if a default exists which cannot be reasonably cured by Applicant within such sixty (60) day period, the cure period shall be extended by thirty (30)

days or as long as reasonably necessary to cure the default, so long as Applicant is diligently pursuing the cure therefore.

- H. **Extensions.** If within ten (10) business days prior to the expiration and/or completion deadline stated in this Agreement is terminated, Applicant submits to the City Manager a written request for extension along with reasonable justification for the delay and the same is approved by the City Manager or designee, the performance deadline will automatically extend for an additional ninety (90) days without any the need for a written amendment to this Agreement.
- I. **Remedies/City Default.** The City and Applicant agree that the City may, as its sole and exclusive remedy, elect to terminate the Agreement in the Event of Default by Applicant as set forth in this Section, but only after Applicant is afforded notice and sufficient opportunity to cure any such alleged default pursuant to the terms of this Section at which time the parties shall have no further obligations herein. In the event that the City fails to comply with or to perform any material term of this Agreement, Applicant may seek all rights available legal and equitable remedies under against the law or in equity City.

SECTION 6. TERMINATION OF AGREEMENT BY CITY WITHOUT DEFAULT OF APPLICANT.

The City may terminate this Agreement for its convenience and without the requirement of an Event of Default by Applicant, which shall become effective immediately if any state or federal statute, regulation, case law, or other law, for which all appeals have been reasonably exhausted, renders this Agreement ineffectual, impractical or illegal, provided that the City gives Applicant sixty (60) days prior written notice.

SECTION 7. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by both parties.
- B. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of El Paso County, Texas.
- C. **Assignability.** This Agreement shall not be assignable from the Applicant to an unrelated party without the prior written approval of the City which will not be unreasonably withheld. Notwithstanding anything to the contrary, the City acknowledges, agrees and consents, without the need for further action by the City, to the collateral assignment this Agreement to one or more lenders or investors providing financing in connection with the Project. Additionally, the Applicant may assign this Agreement to an Affiliate, and Applicant shall provide written notice of any such

assignment to the City within sixty (60) days. An Affiliate shall mean any entity under common ownership or common management with Applicant. Any assignment to a non-affiliate shall be approved by City Council. Any non-approved assignment or encumbrance will be considered an Event of Default and subject to termination of all future Grant payments if such default is not cured within thirty (30) days from Applicant's receipt of City's written notice of default.

- D. **Applicant's Sale or Transfer of the Development.** Applicant shall notify the City in writing of any transfer of ownership rights to the Development within sixty (60) days of such sale or transfer. This provision is a material term of this Agreement and the failure to notify the City of such sale or transfer within the applicable period shall constitute an Event of Default.
- E. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. The individual executing this Agreement on Applicant's behalf warrants and represents that he or she has full authority to execute this Agreement and bind Applicant to the same.
- F. **Compliance with Laws.** As consideration for the agreements of the City as contained herein, Applicant agrees that it will diligently and faithfully in a good and workmanlike manner pursue the completion of the Development in accordance with all applicable federal, state and local laws and regulations.
- G. **Confidentiality Obligations.** The confidentiality of records related to the City's economic development considerations and incentives provided herein will be maintained in accordance with and subject to all applicable laws, including the Public Information Act, Chapter 552, Texas Government Code. To the extent permitted by state or federal law, the City shall maintain the confidentiality of any proprietary information and shall not copy any such information except as necessary for dissemination to the City's agents or employees and agrees that, as required by the Public Information Act, it will notify Applicant if a request relating to such proprietary information is received. The Applicant represents that it understands that the Public Information Act excepts disclosure of trade secret and confidential commercial information and that it will need to assert the proprietary interest of the Applicant as a basis for nondisclosure. City acknowledges that the information submitted by Applicant under this Agreement is considered trade secrets by Applicant.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Employment of Undocumented Workers.** During the term of this Agreement, Applicant agrees not to knowingly employ any undocumented workers as defined in Texas Government Code Section 2264.001. If convicted of a violation under 8 U.S.C. Section 1324a(f), Applicant shall repay the amount of the Grant payments received by Applicant from the City as of the date of such violation not later than one hundred and twenty (120) days after the date Applicant is notified by City of a violation of this section, plus interest from the date the Grant payment(s) was paid to Applicant, at the rate of 7 percent per annum. The interest will accrue from the date the Grant payment(s) were

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

- J. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil disturbance, acts of God, inclement weather, pandemic, fire or other casualty, natural disaster, strike, lockout, national or regional emergency, or other similar events beyond the reasonable control of the delayed party, that is not the result of negligence or intentional act or misconduct, the impacted party shall be excused from fulfilling or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed. The Impacted Party shall give notice within five business days of the Force Majeure Event to the other party, stating how long the occurrence is expected to continue and resume the performance of its obligations as soon as reasonably practicable.
- K. **Governmental Functions.** The parties agree that the City is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the City is entering into this Agreement as a governmental entity performing a governmental function.
- L. **No Joint Venture.** The parties acknowledge and agree that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture between the parties. The City, its past, present and future officer, elected officials, employees and agents of the City, do not assume any responsibilities or liabilities to any third party in connection with the Development or the design, construction, or operation of the Development, or any portion thereof.
- M. **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when (i) actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses shown below; (ii) sent via electronic transmission to the email addresses set forth below; or (iii) when delivered by hand-delivery. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, each party agrees to keep the other informed at all times of its current address. Applicant shall provide all required Grant Submittal Packages and other required documentation to City electronically at the following address: **EDcompliance@elpasotexas.gov**

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

Copy To: City of El Paso
Economic and International Development
Attn: Director

P.O. Box 1890
El Paso, TX 79950-1890
Email: EDcompliance@elpasotexas.gov

Applicant: Mills Plaza Properties V, LP and Kress Tunnel LLC
Attn: Sandra Mendez
123 W. Mills Avenue Suite 600
El Paso, TX 79901
Email: smendez@fmmeep.com

Copy to: Mills Plaza Properties V, LP and Kress Tunnel LLC
Attn: William Kell
123 W. Mills Avenue Suite 600
El Paso, TX 79901
Email: wkell@fmmeep.com

- N. **Termination.** Upon the termination of Agreement, Applicant or its assignees agree that this Agreement, or the values contained within, will be used to contest appraisal values or in the determination of the market value of the Development nor will the economic development incentives established within this Agreement be considered in valuing the Development.
- O. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

CITY OF EL PASO, TEXAS

Tomás González

City Manager

Date: _____

APPROVED AS TO FORM:

F. Maldonado

Frances M. Maldonado Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:

E. Triggs

Elizabeth Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of _____, 2022, by
Tomás González, as **City Manager** of the **City of El Paso, Texas (CITY)**.

Notary Public, State of Texas

My Commission Expires:

[Signatures Continue on the Following Page]

APPLICANT: Mills Plaza Properties V, LP, a Texas limited partnership

By: FML Acquisition, GP, LLC, a Texas limited liability company

Its: General Partner



William Kell

Its: Chief Operating Officer

Date: _____

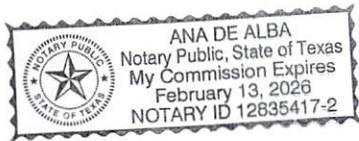
ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of April, 2022 by William Kell, Chief Operating Officer of FML Acquisitions, GP, LLC, a Texas limited liability company, general partner of Mills Plaza Properties V, LP.



Notary Public, State of Texas

My Commission Expires:

02/13/2026

[Signatures Continue on the Following Page]

APPLICANT: Kress Tunnel, LLC, a Texas
limited liability company



William Kell

Its: Chief Operating Officer

Date: _____

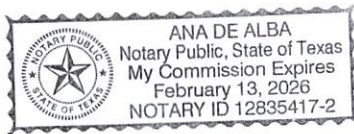
ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on the ____ day of April, 2022 by William Kell,
Chief Operating Officer of **Kress Tunnel, LLC**.



Notary Public, State of Texas

My Commission Expires:

02/13/2026

EXHIBIT A DEVELOPMENT

The project will include the preservation of the iconic Kress Building in its current Art Deco style and will include the renovation of the interior of the building. Interior uses in the building will include approximately 15,000 square feet of dining options and retail shops, approximately 15,000 square feet of entertainment and meeting spaces, and approximately 15,000 square feet of hospitality amenities, including a spa, for the Plaza Hotel.







EXHIBIT B
GRANT SUBMITTAL PACKAGE FORM

Mills Plaza Properties V, LP and Kress Tunnel, LLC believes that it has substantially met its obligations under the Chapter 380 Agreement dated the ____ day of _____, 20____ and signed by _____ of **Mills Plaza Properties V, LP and Kress Tunnel, LLC**.

Pursuant to the Agreement, **APPLICANT** submits this Grant Submittal Package Form in compliance with the Agreement and in anticipation of receiving the Grant payments referenced in the Agreement in consideration for its obligations met therein.

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

1. **[DUE WITHIN 6 MONTHS OF AGREEMENT EXECUTION]** Copies of all applicable approvals and permits
2. **[INITIAL GRANT SUBMITTAL ONLY]** Copy of Certificate of Occupancy in accordance with the requirements provided in **Section 2**.
3. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation to evidence minimum expenditures to date and not previously verified,
 - a. Evidence of expenditure made which shall include stamped **PAID** invoices, as applicable
 - b. Copies of checks proving payment– corresponding to paid invoices
 - c. Receipts for purchase of construction materials (must show amount of taxes paid)
 - d. Bank statements (in the event a transaction was paid with credit or debit card)
 - e. Contractor pay applications, notarized with lien releases
4. **[INITIAL GRANT SUBMITTAL ONLY]** Documentation evidencing the materials and labor of Taxable Items used in the construction of the Development eligible for rebate to Applicant under the **Construction Materials Sales Tax Rebate**;
5. **[INITIAL GRANT SUBMITTAL ONLY]** Proof of submission of application to the National Park Service for the Kress, as a Historic Place on the National Register of Historic Places.
6. Completed Waiver of Sales Tax Confidentiality Forms (**Exhibit D**) from tenants/lessees/Owner located at the Development (with Duty to Update)
7. **Property tax** payment receipts for the Kress showing proof of payment for tax year _____:

It is understood by _____ that the City of El Paso has up to **90 days** to process this request and reserves the right to deny the Grant request in accordance with the Agreement.

Mills Plaza Properties V, LP and Kress Tunnel, LLC
Name: _____
Title: _____

EXHIBIT C-1
PROPERTY DESCRIPTION

Prepared for: Franklin Mountain Management, L.L.C.
A Portion of Lots 26, 27 and 31, Block 5,
Anson Mills Map, An addition to the City of El Paso,
El Paso County, Texas
W.O.# 120718-3
File name: Kress Building _mb.doc

PROPERTY DESCRIPTION
(211 N. Mesa Avenue)

Description of a 0.391acre parcel of land being a Portion of Lots 26, 27, and 31, Block 5, Anson Mills Map, An addition to the City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows to wit:

Commencing at an existing city monument located at the center line of Overland Avenue (70' wide public right-of-way) and Oregon Street (70' wide public right-of-way), said monument lines lying 10 feet east of the respective centerlines of Overland Street and Oregon Street, from which an existing city monument bears North 74° 26' 15" East a distance of 336.03 (336.00 Record) said monument lines lying 10 foot east of respected centerline of El Paso Street and Overland Avenue, Thence along the Monument line of Oregon Street North 11° 45' 22" West a distance of 587.45 feet to a point lying on the monument intersection of said Oregon Street, Thence North 33° 48' 36" West along said monument line Oregon Street a distance of 9.52 feet to a point lying on the monument line Oregon Street, Thence North 56° 11' 24" East a distance of 25.00 feet to a found chiseled crow's foot lying on the easterly right-of-way line of Oregon Street, and certain parcel of land described March 2, 1992 in book 2406, Page 973 deed records El Paso County, Texas, for the "True Point of Beginning",

Thence North 33° 48' 36" West continuing along said right-of-way line of Oregon Street a distance of 141.90 feet to a found crow's foot mark on concrete at the Southerly Right-of-way Mills Avenue (70-Foot Right-of-way);

Thence North 56° 11' 23" East along the said southerly right-of-way line of Mills Avenue a distance of 65.00 feet a to a found crow's foot on concrete set on the common boundary line of a certain parcel of land described November 5, 2002, in file Clerk's # 20020092461, and book 2406, page 973, deed records, El Paso County, Texas;

Thence South 33° 48' 36" East along said common boundary line to a point a distance of 80.00 feet to a point lying on the common boundary line of a certain parcel of land in book 2406, and page 973, and in file Clerk's # 200200922461;

Thence North 56° 11' 23" East along said common boundary lines of file Clerk's #'s 200200922461, 20170004483, 20170096204, and in book 2406, page 973 all in deed records, El Paso County, Texas;

a distance of 140.00 feet to a found nail on concrete on the easterly right-of-way on N. Mesa Street;

Thence South $33^{\circ}48'36''$ East along said right-of-way a distance of 53.00 feet to a found crow's foot on concrete at the common boundary line of certain parcel of land described file Clerk's # 20180067784 and book 2406, page 973 all in deed records, El Paso County, Texas;

Thence South $56^{\circ}11'23''$ West along said boundary line a distance of 95.00 feet to a point;

Thence South $33^{\circ}48'36''$ East continuing along a said boundary line a distance of 8.69 feet to a point;

Thence South $56^{\circ}04'53''$ West continuing along said boundary line a distance 110.00 feet back to the "True Point of Beginning" and said parcel containing in all 17,032 square feet or 0.391 acres of land more or less.

12-20-2013

Charles H. Gutierrez, R.P.L.S. 5572
H2O-Terra, L. L.C.

(Survey Plat accompanies this Property Description)



EXHIBIT C-2
PROPERTY DESCRIPTION

<u>METES AND BOUNDS DESCRIPTION</u>	
<p>That certain parcel of land, being a portion of Oregon Street located between Block 5 and Block 6, Mills Addition, an addition to the City of El Paso, El Paso County, Texas, more particularly described by metes and bounds as follows:</p> <p>COMMENCING at a found city monument located 10.00 feet south and east of the centerline intersection of Oregon Street and Mills Avenue, WHENCE, a found city monument located 10.00 feet south and east of the centerline intersection of Mills and Kansas Street bears N 56°12'17" E, a distance of 934.80 feet (935.00'-Plat); THENCE, S 33°47'43" E, along the monument line of Oregon Street, a distance of 25.00 feet to a point; THENCE, N 56°12'17" E, a distance of 25.00 feet to a point for the northwest corner of said Block 5, Mills Addition on the easterly right-of-way line of Oregon Street; THENCE, S 33°47'43" E, along the easterly right-of-way line of Oregon Street a distance of 112.39 feet to the POINT OF BEGINNING of this description;</p> <p>THENCE, S 33°47'43" E, along the east right-of-way line of Oregon Street, a distance of 19.32 feet to a point;</p> <p>THENCE, S 55°28'25" W, a distance of 8.70 feet to point;</p> <p>THENCE, S 62°42'14" W, a distance of 29.70 feet to a point;</p> <p>THENCE, S 55°28'25" W, a distance of 31.72 feet to a point on the westerly right-of-way line of Oregon Street and the east line of said Block 6, Mills Addition;</p> <p>THENCE, N 33°47'43" W, along said westerly right-of-way line of Oregon Street, a distance of 22.87 feet to a point, WHENCE, the northeast corner of said Block 6 bears N 33°47'43" W, a distance of 105.99 feet;</p> <p>THENCE, N 59°18'50" E, a distance of 10.17 feet to a point;</p> <p>THENCE, N 62°42'14" E, a distance of 52.54 feet to a point;</p> <p>THENCE, N 55°28'25" E, a distance of 7.64 feet to the POINT OF BEGINNING, containing 0.0326 acres more or less.</p> <p>NOTES:</p> <ol style="list-style-type: none">1. This description is accompanied by a survey plat of even date.2. Bearings recited are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative position techniques. Distances are ground distances using a project scale factor of 1.000231.3. This description was performed without the benefit of a title report. There may be easements affecting this property which are not shown hereon.	
<p>Cobb, Fendley & Associates, Inc.</p> <div style="display: flex; align-items: center;"><div style="flex: 1;"><p>Raul Vaquera Jr. Texas RPLS No. 6730 April 27, 2021</p></div><div style="flex: 0.5; text-align: center;"></div></div>	<p style="text-align: right;">SHEET NO. 1 of 2</p> <div style="display: flex; justify-content: space-between;"><div style="width: 55%; text-align: center;"><p>Texas Engineering Firm No. F-274 Texas Surveying Firm No. 10194619 11427 Rojas Drive, Suite B El Paso, TX 79936 915.858.1892 fax 915.858.1896 www.cobbhendley.com</p><p><small>© copyright Cobb, Fendley & Associates, Inc. SURVEYING RECORDS: Record File # 10671977-003031102103, METES AND BOUNDS DESCRIPTION: BLOCK 5, MILLS ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS</small></p></div><div style="width: 40%; text-align: center; border: 1px solid black; padding: 5px;"><p>METES & BOUNDS DESCRIPTION</p><p>BEING ALL OF BLOCK 46, MILLS ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS</p></div></div>

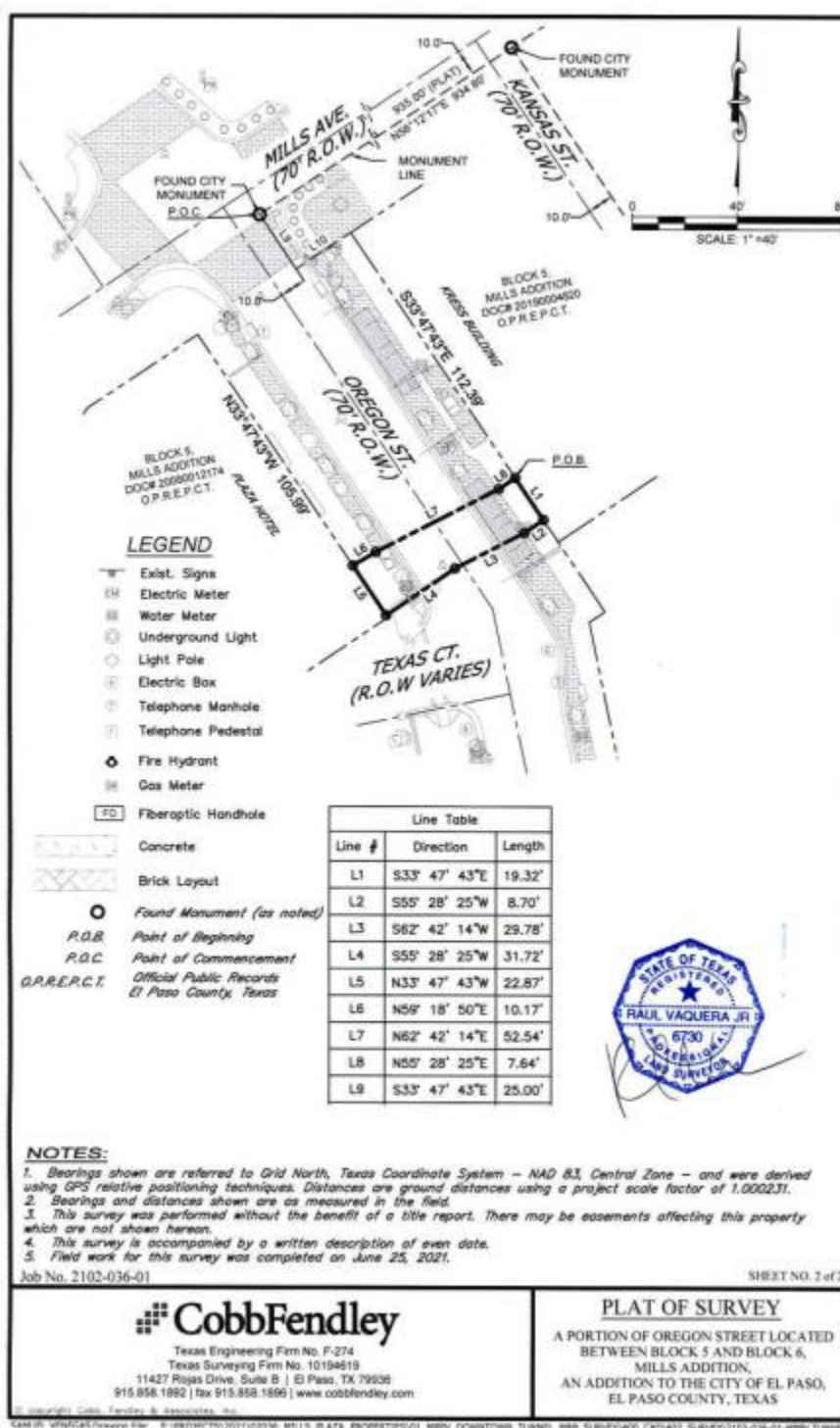


EXHIBIT D
WAIVER OF SALES TAX CONFIDENTIALITY

Date _____

I authorize the State of Texas Comptroller of Public Accounts to release (sales tax) tax information pertaining to the taxpayer indicated below to _____, a _____, its successors, assigns or nominees, and the City of El Paso, Texas. I understand that this waiver applies only to place of business located at _____ in the City of El Paso, El Paso County, Texas.

Please print or type the following information as shown on your Texas [Sales and Use Tax Permit]: Name of Taxpayer Listed on Texas Sales Tax Permit:

Name under Which Taxpayer is Doing Business (d/b/a or Store Name):

Taxpayer Mailing Address:

Physical Location of Business Permitted for [Sales Tax] in El Paso, Texas:

Texas Taxpayer ID Number
Tax Outlet Number / TABC Number

Authorized Signature

Printed Name:

Title:

Phone:

The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this Waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at (800) 531-5441.

EXHIBIT E
ILLUSTRATIVE EXAMPLE

In the event the Applicant expends less than the Minimum Investment amount, the maximum aggregated value of Grant payments over the Term of this Agreement shall be reduced proportionately based on the amount of Qualified Expenditures in relation to the Minimum Investment amount; and such reduction shall be withheld from the first Grant payment, and as necessary, each subsequent Grant payment until the reduction has been covered in full.

For example, if the Applicant expends \$17 million in Qualified Expenditures, the maximum aggregated value of Grant payments over the Term of this Agreement shall be reduced by 7.6 percent or \$155,907.17 to be withheld from the first Grant payment, and as necessary, each subsequent Grant payment until the reduction has been covered in full.

Where the reduction of 7.6 percent is calculated as:

$$(\text{Actual Investment} / \text{Minimum Investment}) - 1 = \text{Percent Reduction}$$

And:

- Actual Investment = \$17,000,000
- Minimum Investment = \$18,400,000
- Percent Reduction = 7.6 percent

And the dollar value of the grant reduction of \$155,907.17 is calculated as:

$$\text{Maximum Aggregate Grant Payment} - (\text{Maximum Aggregate Grant Payment} * \text{Percent Reduction}) = \text{Dollar Value of Grant Reduction}$$

And:

- Maximum Aggregate Grant Payment = \$2,049,000
- Percent Reduction = 7.6 percent
- Dollar Value of Grant Reduction = \$155,907.17



Legislation Text

File #: 22-472, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Economic and International Development, Mirella Tamayo Craigo, (915) 212-1619

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$170,330.00.

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

AGENDA DATE: April 29, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Tamayo Craigo 915.212.1619
Elizabeth Triggs 915.212.0094

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 1 Create an Environment Conducive to Strong, Sustainable, Economic Development

SUBGOAL: 1.1 - Stabilize and Expand El Paso's Tax Base

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Discussion and action on a resolution that the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO ("BBB"), for the BBB to provide marketing services for the "EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS" in an amount not to exceed \$170,330.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

On July 30, 2021, the BBB was awarded a consulting services agreement to create a centralized repository of information to guide small businesses on how to navigate the regulatory requirements during the onset of the COVID-19 pandemic. EPBusinessStrong.org website was created and has become well know central resource that provides the latest resources and news relevant to our local small business assistance. The program also includes continuation of the Buy El Paso program which has successfully helped to invigorate demand of El Paso small businesses through sustained marketing and communication campaigns. In addition, this proposed renewal will add the SizeUp business intelligence software. It will be readily available for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses. This valuable tool will be available at no cost to businesses.

This program is in coordination with the County of El Paso who will be equally contributing towards this investment.

PRIOR COUNCIL ACTION:

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

Yes

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Amount: \$170,330.00

Funding Source: General Funds

Account: 999 – 1000 – 99999 - 522150

Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic Development
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD: 

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

RESOLUTION

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

That the City Manager be authorized to sign a Consulting Services Agreement by and between the CITY OF EL PASO and the BETTER BUSINESS BUREAU OF EL PASO (“BBB”), for the BBB to provide marketing services for the “EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS” in an amount not to exceed \$170,330.

APPROVED THIS _____ DAY OF _____ 2022.

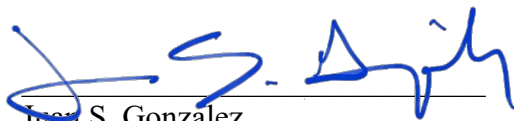
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement is made this ____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**CITY**”, and the **BETTER BUSINESS BUREAU** of El Paso, a Non-Profit Organization (“**Consultant**” or “**Contractor**”).

RECITALS

WHEREAS, CITY has a substantial need for marketing services; and

WHEREAS, CITY cannot adequately perform the services with its own personnel; and

WHEREAS, Consultant has previously demonstrated the competence, knowledge, and qualificationsto provide the marketing services CITY requires at a reasonably proposed fee for said services; and

WHEREAS, Consultant has been selected to perform such services as required by the CITY, and the Consultant was selected in accordance with all applicable state and local laws and ordinances;

WHEREAS, Consultant has previously provided these services to the City and desires to provide the required services to City; and

WHEREAS, the CITY intends to engage the Consultant to provide marketing services for the project known as the “**EPBUSINESSSTRONG AND BUY EL PASO PROGRAMS**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the CITY and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Insurance Certificate(s)

ARTICLE II. PROJECT

2.1 The CITY hereby agrees to retain the Consultant and the Consultant agrees to perform consultancy services for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The CITY shall pay to the Consultant an amount not to exceed **\$170,330** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Scope of Services attached to this Agreement as **Attachment "A"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the CITY not more often than monthly, through written invoices. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date.

3.3.2 The CITY agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the CITY may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the execution by all parties to this Agreement. The Consultant shall complete the requested services in accordance with the timelines (1 year) and schedules outlined in **Attachment "A"**.

4.2 *[RESERVED]*

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and CITY that the CITY may terminate this Agreement, in whole or in part for the convenience of the CITY, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the CITY's notice of termination. CITY shall compensate Consultant in accordance with this Agreement; however, the CITY may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the CITY is determined. Nothing contained herein, or elsewhere in this Agreement shall require the CITY to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and CITY that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the CITY retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the CITY pursuant to this subsection, the CITY may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the CITY is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract. Contractor agrees that the Contract can be terminated if the contractor or any of its vendor(s) knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “B”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the CITY. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS’ COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers’ Compensation Insurance as required by applicable Texas law for all of the Consultant’s employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the CITY, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
 \$1,000,000.00 Per Occurrence
 \$1,000,000.00 Products/Completed Operations
 \$1,000,000.00 Personal and Advertising Injury

- b) **AUTOMOBILE LIABILITY**
 Combined Single Limit
 \$1,000,000.00 per accident

5.1.3 [RESERVED]

5.1.4 OWNER AS ADDITIONAL INSURED. The CITY shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class

of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “B”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND CITY, AND CITY’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSULTANTS, SUBCONSULTANTS, VENDORS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR, VENDOR, OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

TO THE EXTENT ALLOWED BY STATE LAW, THE CITY WILL BE RESPONSIBLE FOR ITS OWN ACTIONS.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within Attachment “A”.

7.2 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the concepts, design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the CITY, who shall be vested with all common law and statutory rights. The CITY shall have the right to the use of the documents; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the CITY. The CITY shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the concepts, design, and other documents. The rights granted to the CITY herein for the use of the documents for additional projects shall not grant the CITY any right to hold the Consultant responsible for any subsequent use of the documents. The Consultant shall provide the CITY with copies of the Instruments of Service in both electronic form and in hard copy.

7.3 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the CITY in connection with the Consultant's work on this Project for the CITY and shall be open to inspection and subject to audit and/or reproduction by CITY's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide CITY's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The CITY or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.4 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.5 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the CITY and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.6 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.7 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.8 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.9 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.10 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

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

To the Consultant: Better Business Bureau
Attn: Marybeth Stevens
500 E. Paisano Drive, El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Applicant shall provide all required invoices and other required documentation to City electronically at the following address: EDcompliance@elpasotexas.gov

7.11 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.12 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

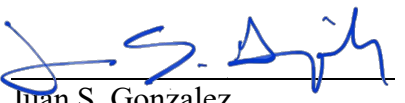
[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY:
CITY OF EL PASO:


Tomás González
City Manager

APPROVED AS TO FORM:



Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Director
Economic and International Development

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on the following page)

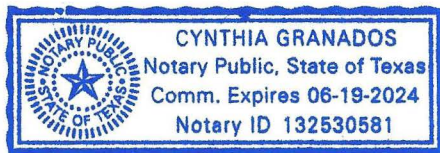
CONSULTANT:
Better Business Bureau

By: 
Marybeth Stevens, President

ACKNOWLEDGEMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 19 day of April, 2022,
by as **Marybeth Stevens, President** of Better Business Bureau.




Notary Public, State of Texas

My commission expires:

06/19/2024

ATTACHMENT "A" SCOPE OF WORK



Start With Trust

Better Business Bureau® Paso del Norte

Serving Texas in El Paso, Hudspeth, Culberson, Jeff Davis and Presidio Counties and the State of Chihuahua, Mexico

March 27, 2022

Elizabeth Triggs, Economic & International Development, City of El Paso
Mirella Craigo, Economic & International Development, City of El Paso
Miranda Diaz, Economic & International Development, City of El Paso
Denisse Carter, Economic & International Development, City of El Paso

RE: Proposal and Scope of Work to Continue the EPBusinessStrong and Buy El Paso Programs for an Additional 12 Months Upon Completed Performance of Contract No. 2021-1198 in March 2022, with the Addition of Hosting SizeUp

As requested, the following sets forth a proposal to continue the services and EPBusinessStrong and Buy El Paso programs in accordance with those set forth in and delivered pursuant to Contract No. 2021-1198, which terminates March 2022. *This proposal is designed with the underlying assumption that the County of El Paso will provide matching funds.*

To continue to leverage best practices and investments made by the City of El Paso, El Paso County, and the Better Business Bureau that support integrated and sustained marketing and communication campaigns that provide timely and effective support to and promotion of small businesses throughout the City of El Paso, this proposal builds upon momentum gained to date to:

- Provide critical information from City/County officials and available economic development resources for local and small businesses;
- Promote and provide needed exposure of local small businesses that are continuing to recover from the negative economic impacts of the pandemic and current market uncertainties and challenges; and
- Educate regarding the importance of and encourage buying from locally owned and operated businesses.

In addition, this proposal contemplates that www.epbusinessstrong.org will host the SizeUp business intelligence software to make it readily available for local businesses and entrepreneurs to research the start, growth, and expansion of local businesses.

The integrated programs provide a sustainable framework to support economic development in the City of El Paso that recognizes the above challenges, needs, and opportunities.

The program extension is designed to provide services for 12 months, which contemplates the ability to quickly adapt to current needs of the City and County with respect to important communication and economic development priorities.

Websites:

Custom Web Development \$5,334.00 Tech

Support \$500 month (\$6,000 total)

Google Adwords \$750 month (\$9,000 total)

Total \$20,334

To include:

- Google AdWords and Search Engine Optimization for both epbusinessstrong.org and BuyEP.org
- Continued tech support for the year
 - Maintenance, Support and Content Management
 - Server configuration, VPS Hosting
 - Malware and Phishing Security Services
 - Backup and Disaster Recovery
 - SSL Certification
 - 1 user email hosting
 - Content management: edits, uploads, basic enhancements

Communications and Consulting:

Communications Consulting \$7,500 per month (\$90,000 total) Social

Media Ads \$500 per month (\$6,000 total)

Production fee \$6,666 Promotional items \$11,334

Total: \$114,000

To include:

- Develop and implement communications strategy for Biz Strong and Buy El Paso
- Develop and manage all messaging for Biz Strong and Buy El Paso
 - Public Relations
 - Crisis communications and rapid response
- Social media management and content creation
 - Content Calendar
 - Promotional Campaigns
- Production of creative collateral for campaign
 - Video
 - Photos
 - Promotional Items
 - Facebook Live production

Integration of SizeUp Business Intelligence Software

LBI Setup \$3,000

LBI Software as a Service License \$11,995

Total: \$14,995

BBB Direct Service Delivery Resources:

\$1,000 per month (\$12,000 total)

- Direct staffing services and communication tools include
 - Translation
 - Interviews
 - Production

Administration and Reporting:

\$750 per month (\$9,000 total)

Total \$21,000

12 Month Program(s) TOTAL: \$170,330.00

We appreciate this opportunity to continue to work with the City Of El Paso and to provide these important economic development tools and resources to support local businesses as they adapt to the realities of ever-changing operating environments.

Thank you for your consideration.

Sincerely,



Marybeth Stevens
President, BBB El
Paso 915-309-5463



BETTBUS-02

JLARES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 601 N. Mesa, Suite 1550 El Paso, TX 79901		CONTACT NAME: Jessie Lares PHONE (A/C, No, Ext): (915) 206-6074 6074 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: jessie.lares@hubinternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Central Mutual Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Better Business Bureau of El Paso
El Paso Better Business Bureau Foundation
550 E. Paisano
El Paso, TX 79901

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CLP 7886109 36	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HIRED NONOWNED \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of El Paso, SMG, El Paso Convention and Performing *
One Civic Center Plaza
El Paso, TX 79901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Hub International Insurance Services		License # 4682	NAMED INSURED Better Business Bureau of El Paso El Paso Better Business Bureau Foundation 550 E. Paisano El Paso, TX 79901
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording subject to policy terms and conditions.

City of El Paso, SMG, El Paso Convention and Performing Arts Centers, their officers, directors, employees and agents are additionally insured as per attached endorsement.



Legislation Text

File #: 22-469, 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

Capital Improvement Department, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action on the approval of an easement agreement between El Paso Electric Company and the City of El Paso to provide electrical services to the addition to the Westside Library located at 125 Belvidere Street.

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

AGENDA DATE: April 26, 2022

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
Claudia A. Garcia, Interim Director of Purchasing & Strategic Sourcing,
(915) 212-0043

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL: No. 4: Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 - Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

SUBJECT:

Discussion and action on the approval of an easement agreement between El Paso Electric Company and the City of El Paso to provide electrical services to the addition to the Westside Library located at 125 Belvidere Street.

BACKGROUND / DISCUSSION:

On April 08, 2021, El Paso Electric Company informed the City that existing high voltage electric lines are to close to the proposed addition to the Library. El Paso Electric proposed relocating the lines. Relocation requires the City to grant El Paso Electric an easement for the lines to be relocated. Work under this agreement is on the amount of **FOURTY FIVE THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS 71/100 (\$45,135.71)** requiring Council approval.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$45,135.71

Funding Source: 2012 QOLB

Account: 190 – 4741 – 38290 – 580272 – PCP13LIBA13

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Library's Department

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro/for

Sam Rodriguez,
Chief Operations and Transportation Officer, Aviation Director and City Engineer

RESOLUTION

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

That the City Manager be authorized to sign an Overhead Electrical Easement, granting an easement to El Paso Electric Company said easement more particularly described a portion of Tract 10-W A.F Miller Survey No. 211, City of El Paso, El Paso County, Texas.

APPROVED this _____ day of _____, 2022.


THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

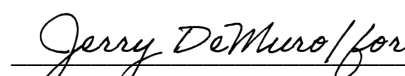
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Samuel Rodriguez, P.E.
City Engineer

THE STATE OF TEXAS
COUNTY OF EL PASO

§
§
§

OVERHEAD ELECTRICAL EASEMENT

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the **City of El Paso** (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

Portion of TRACT 10-W, A. F. MILLER SURVEY NO. 211, EL PASO COUNTY, TEXAS, and more particularly shown on Exhibit "A" and Exhibit "B" which are attached hereto and incorporated herein for all purposes.

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

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the

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

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

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

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

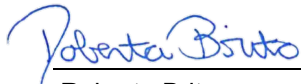
Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

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


GRANTOR:
THE CITY OF EL PASO

Tomás González,
City Manager

APPROVED AS TO FORM:


Roberta Brito
Assitant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement 
Samuel Rodriguez, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

**Notary Public in and for
the State of Texas**

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

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Denise Garcia
Title: Supervisor – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
**Denise Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of the El Paso
Electric Company, a Texas corporation.**

**Notary Public in and for
the State of Texas**

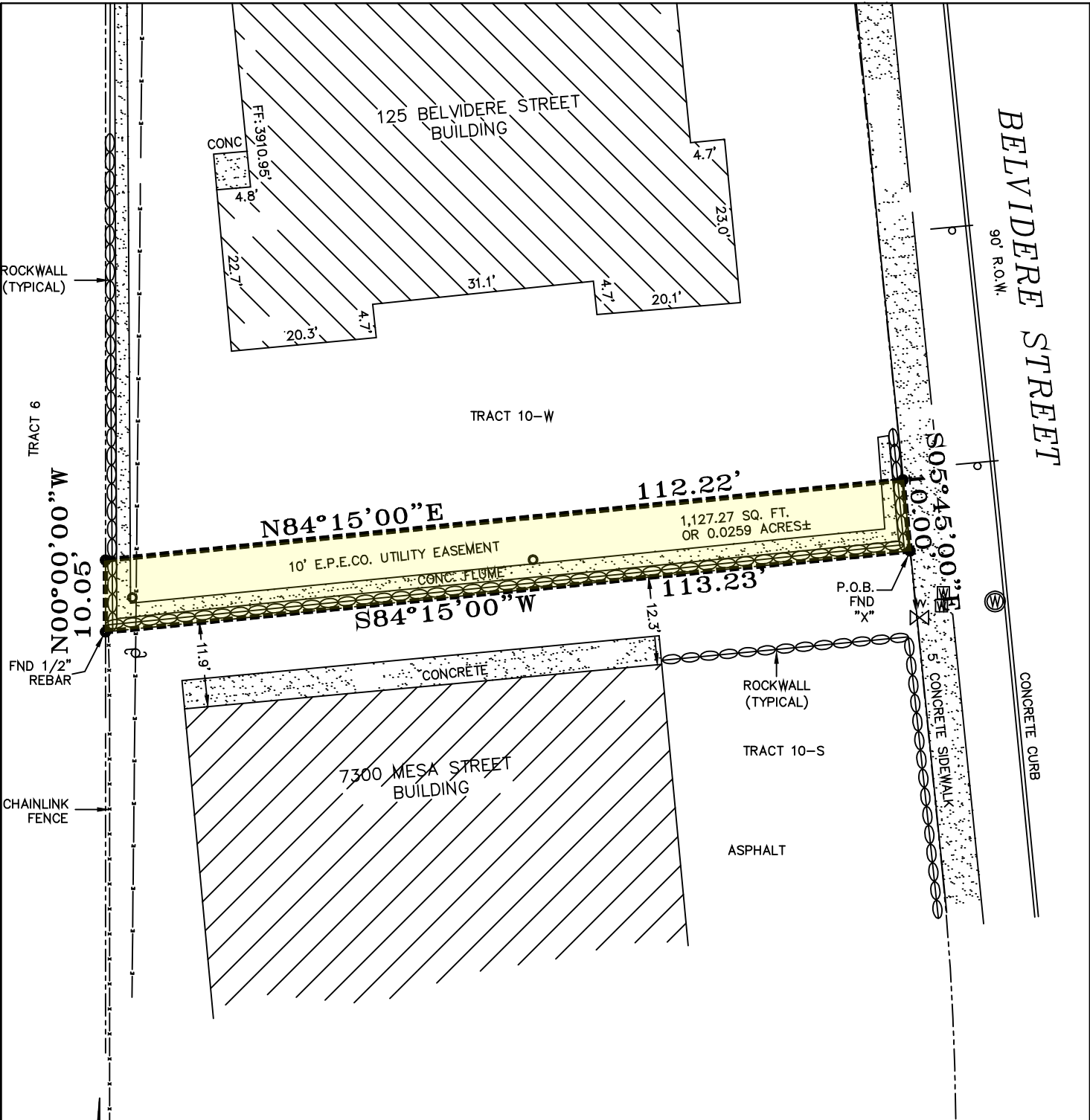




EXHIBIT "A-1"

SCALE 1"=20'

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NOTE:
1,127.27 SQ. FT.
OR 0.0259 ACRES±

NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

<div>CERTIFICATION</div> <div>I HEREBY CERTIFY THAT THE FOR-GOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.</div> <div></div> <div>CARLOS M. JIMENEZ R.P.L.S. No. 3950</div>		JOB # 21-1161 DATE: 04-19-2021 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2021\21-1161	
		LOCATED IN ZONE c PANEL # 480214-0027-D DATED 01-03-97	
		RECORDED IN VOLUME N/A PAGE N/A , PLAT RECORDS, EL PASO COUNTY, TX	
		10' EL PASO ELECTRIC CO. EASEMENT (SEE EXHIBIT "A") A PORTION OF TRACT 10-W A.F. MILLER SURVEY No. 211 CITY OF EL PASO, EL PASO COUNTY, TEXAS	
		<div> CONSULTING COMPANY 1790 LEE TREVINO DRIVE SUITE 503 EL PASO, TEXAS 79936 (915) 633-6422</div>	
FIRM# 10099300			

A portion of Tract 10-W
A.F. Miller Survey No. 211,
City of El Paso, El Paso County, Texas
April 19, 2021

METES AND BOUNDS DESCRIPTION
125 Belvidere Street
10' El Paso Electric Company Utility Easement
Exhibit "A"

FIELD NOTE DESCRIPTION a portion of Tract 10-W, A.F. Miller Survey No. 211, 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 chiseled "X" at the westerly right-of-way line of Belvidere Street (90' R.O.W.) and the common boundary corner of Tracts 10-S and 10-W, A.F. Miller Survey No. 211 and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Belvidere Street and along the common boundary line of Tracts 10-S and 10-W, South 84°15'00" West, a distance of 113.23 feet to a found ½ iron rebar for corner at the common boundary corner of Tracts 10-S and 10-W and the common boundary line of Tract 6;

THENCE, leaving said common boundary corner of Tracts 10-S and 10-W and along said common boundary line of Tracts 6 and 10-W, North 00°00'00" West, a distance of 10.05 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 6 and 10-W, North 84°15'00" East, a distance of 112.22 feet to a point for corner at the westerly right-of-way line of Belvidere Street;

THENCE, along the westerly right-of-way line of Belvidere Street, South 05°45'00" East, a distance of 10.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,127.27 square feet or 0.0259 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1161_125 Belvidere.wpd



EXHIBIT "A-2"

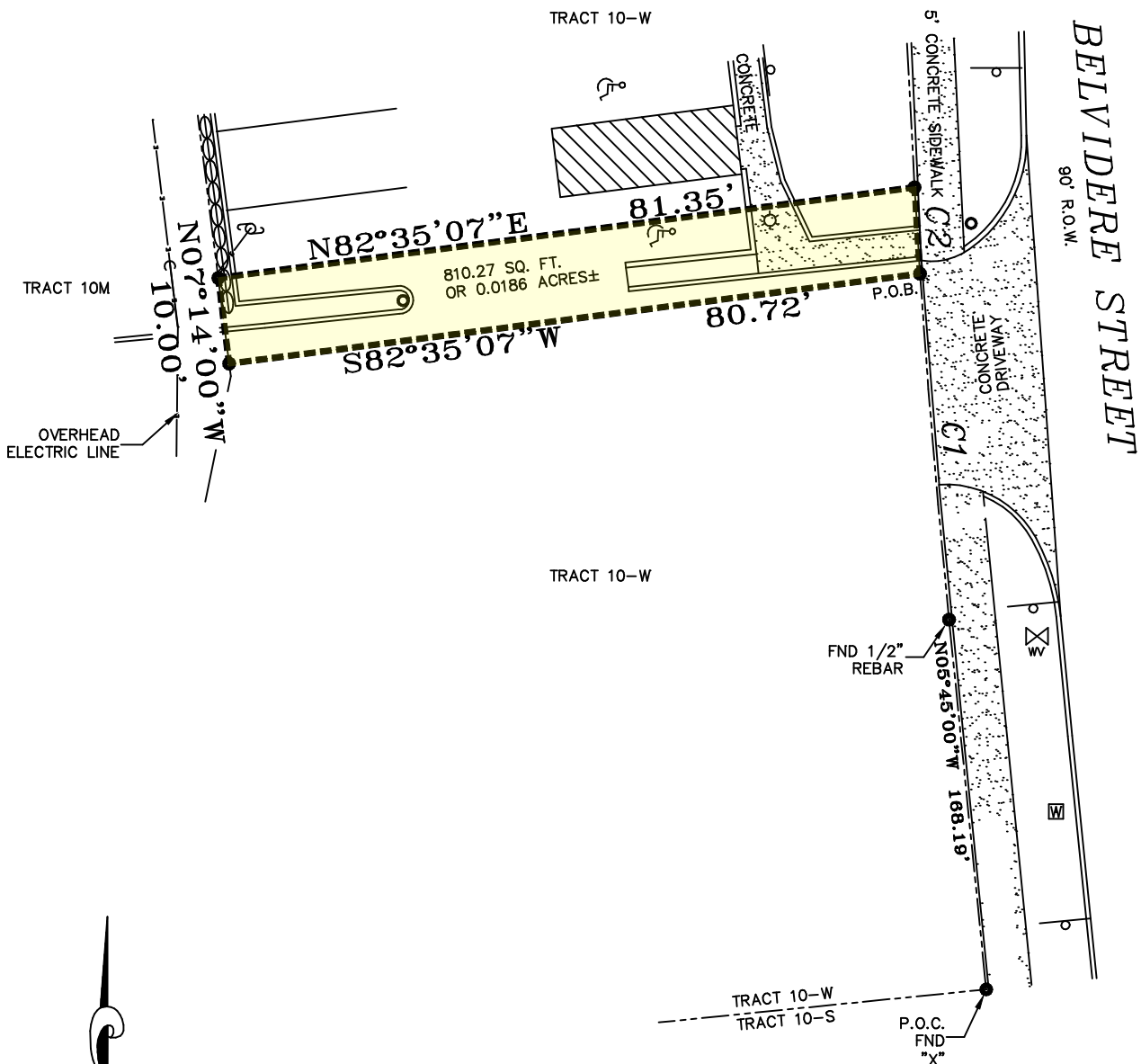


EXHIBIT "B-1"

NOTE:
810.27 SQ. FT.
OR 0.0186 ACRES±

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	40.21	1211.24	20.11	40.21	N04°47'56"W	01°54'07"
C2	10.02	1211.24	5.01	10.02	S03°36'39"E	00°28'27"

NOTE:
THIS SURVEY WAS
DONE WITHOUT THE
BENEFIT OF A
TITLE COMMITMENT.

SCALE 1"=20'

COPYRIGHT © 2021 CAD CONSULTING CO. ALL RIGHTS RESERVED

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

3950

CAD CONSULTING CO.

SURVEYOR

CARLOS M. JIMENEZ
R.P.L.S. No. 3950

JOB # 21-1161 DATE: 04-19-2021 FIELD: JM OFFICE: JR FILE: NET:\JORGE\2021\21-1161

LOCATED IN ZONE c PANEL # 480214-0027-D DATED 01-03-97

RECORDED IN VOLUME N/A PAGE N/A , PLAT RECORDS, EL PASO COUNTY, TX

10' EL PASO ELECTRIC CO. EASEMENT (SEE EXHIBIT "B")
A PORTION OF TRACT 10-W
A.F. MILLER SURVEY No. 211
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CAD CONSULTING COMPANY

1790 LEE TREVINO DRIVE SUITE 503
EL PASO, TEXAS 79936
(915) 633-6422

FIRM# 10099300

A portion of Tract 10-W
A.F. Miller Survey No. 211,
City of El Paso, El Paso County, Texas
April 19, 2021

METES AND BOUNDS DESCRIPTION
125 Belvidere Street
10' El Paso Electric Company Utility Easement
Exhibit "B"

FIELD NOTE DESCRIPTION a portion of Tract 10-W, A.F. Miller Survey No. 211, 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 chiseled "X" at the westerly right-of-way line of Belvidere Street (90' R.O.W.) and the common boundary corner of Tracts 10-S and 10-W, A.F. Miller Survey No. 211 **THENCE**, leaving said common boundary corner of Tracts 10-S, 10-W and along the westerly right-of-way line of Belvidere Street (90' R.O.W.), North 05°45'00" West, a distance of 168.19 feet to a found ½ iron rebar for corner; **THENCE**, continuing along said westerly right-of-way line, 40.21 feet along the arc of a curve to the right whose radius is 1211.24 feet, whose interior angle is 01°54'07", whose chord bears North 04°47'56" West, a distance of 40.21 feet to the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said westerly right-of-way line of Belvidere Street, South 82°35'07" West, a distance of 80.72 feet to a found ½ iron rebar for corner at the common boundary line of Tracts 10-M and 10-W;

THENCE, along said common boundary line of Tracts 10-M and 10-W, North 07°14'00" West, a distance of 10.00 feet to a point for corner;

THENCE, leaving said common boundary line of Tracts 10-M and 10-W, North 82°35'07" East, a distance of 81.35 feet to a point for corner at the westerly right-of-way line of Belvidere Street;

THENCE, along the said westerly right-of-way line of Belvidere Street, 10.02 feet along the arc of a curve to the left whose radius is 1211.24 feet, whose interior angle is 00°28'27", whose chord bears South 03°36'39" East, a distance of 10.02 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 810.27 square feet or 0.0186 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1161_125 Belvidere St (exhibit B).wpd



EXHIBIT "B-2"



Legislation Text

File #: 22-451, 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, Sam Rodriguez, (915) 212-1845

AGENDA LANGUAGE:

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

Discussion and action that the City Manager, or designee, be authorized to sign an agreement for Professional Services by and between the City of El Paso, and Alta Planning + Design Inc. a California Corporation, for a project known as "Vision Zero Action Plan Consulting Services" for an amount not to exceed \$682,619.00. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

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

DEPARTMENT: Streets and Maintenance

AGENDA DATE: April 26, 2022

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., Chief Operations and Transportation Officer and City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 7. Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: 7.3. Enhance a regional comprehensive transportation network

SUBJECT:

That the City Manager, or designee, be authorized to sign a Professional Services Agreement to provide Vision Zero Action Plan Consulting Services by and between the City of El Paso and Alta Planning + Design in an amount not to exceed Six Hundred Eighty-Two Thousand, Six Hundred Nineteen Dollars and 00/100 (\$682,619.00.) 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 the agreement. Further, that the City Manager, or designee, is authorized to execute any amendments to the agreement provided such amendments do not increase the not to exceed contract amount.

BACKGROUND / DISCUSSION:

Vision Zero is a strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all. First implemented in Sweden in the 1990s, Vision Zero has proved successful across Europe — and now it's gaining momentum in major American cities. It is a fundamental shift in philosophy and approach to traffic safety that acknowledges that business as usual is not enough and that systemic changes are needed in our traffic safety work to make meaningful progress while prioritizing the preservation and quality of human life.

PRIOR COUNCIL ACTION:

On April 27, 2021 the El Paso City Council directed the City Manager to develop an Intersection Safety Improvement Program and bring back recommendations to Council as part of the FY 2022 budget discussions and to develop the framework for an El Paso Vision Zero program that incorporates all current City traffic safety programs and aligns with the Federal and State Vision Zero programs.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance
SECONDARY DEPARTMENT: Capital Improvement

AMOUNT AND SOURCE OF FUNDING:

532-532030-32020-1000-P3250

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Jerry DeMuro/for
Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City Of El Paso, and Alta Planning + Design Inc. a California Corporation, for a project known as “Vision Zero Action Plan Consulting Services” for an amount not to exceed \$682,619.00.

In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of the Agreement for Professional Services.

APPROVED THIS _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

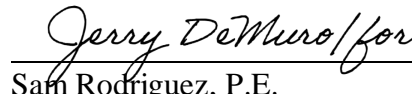
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E.
City Engineer

CITY OF EL PASO AE SELECTION SCORESHEET
SOLICITATION #2022-0283R
Vision zero Action Plan Consulting Services

EVALUATION CRITERIA	AECOM	Alta	Kittelson	TOOLE
Rater 1	92	93	89	94
Rater 2	85	97	96	100
Rater 3	85	97	83	98
Rater 4	93	94	96	93
Rater 5	73	84	70	77
Rater 6	96	97	95	95
References	8	8.5	7	8.5
TOTAL POINTS	532	570.5	536	565.5

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 2022 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Alta Planning + Design Inc., a California, USA Foreign For Profit Corporation**, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**Vision Zero Action Plan Consulting Services**”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$682,619.00** for all basic services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for

completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any

payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant’s employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

- a) **Commercial General Liability**
\$1,000,000.00 Per Occurrence
\$1,000,000.00 Products/Completed Operations
\$1,000,000.00 Personal and Advertising Injury
- b) **AUTOMOBILE LIABILITY**
Combined Single Limit
\$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in,

or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED..

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and

Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner: 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: City Engineer
P. O. Box 1890
El Paso, Texas 79950-1890

To the Consultant: ALTA PLANNING + DESIGN INC.
Attn: Mike Rose. PLA, ASLA
Vice President
711 Grand Ave.
Portland, OR 97214

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 TEXAS GOVERNMENT CODE. In accordance with Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Roberta Brito
Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

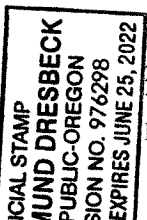
THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

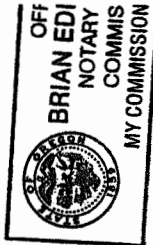
This instrument was acknowledged before me on this _____ day of _____, 2022,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)





CONSULTANT:

Alta Planning + Design, Inc.

By: Katherine Mangle

Name: Katherine Mangle

Title: Vice President Alta Planning + Design
Inc. 503-200-3249

for Mike Rose, Vice President Alta Planning + Design, Inc. 503-200-3273

ACKNOWLEDGEMENT

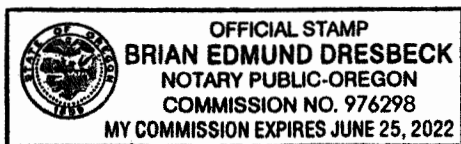
THE STATE OF OREGON §
§
COUNTY OF MULTNOMAH §

This instrument was acknowledged before me on this 15th day of April, 2022, by Katherine Mangle, Vice President, on behalf of Consultant.

Brian Edmund Dresbeck
Notary Public, State of Oregon

My commission expires:

June 25, 2022



ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A

SCOPE OF SERVICES

The consultant will provide support for implementing the foundational elements of a Vision Zero Action Plan for the City of El Paso including the following:

- Building a Geographic Information System-based robust data mapping framework to include information such as prominent crash factors;
- Analyzing data to develop a High Injury Network (HIN) that geographically identifies locations where investments in safety are most urgent;
- Developing measurable goals with as clear timelines for implementation;
- Defining accountability metrics;
- Defining transparency strategy that provides opportunities for course corrections and that at a minimum includes developing and maintaining a public website to share crash data and progress on the Action Plan;
- Meeting with and soliciting input from residents about projects, priorities and safety concerns; and
- Defining a strategy for third party assessment of progress and regular reporting to key stakeholders, decision making bodies, and the public.

Specific activities include the following:

- Developing maps (HIN), graphs, and other infographics with crash data and recommending development of HIN;
- Verifying/recommending reach zero year and develop timeline for implementation that includes identifying focus area(s) based on equity and community engagement;
- Developing a plan to engage stakeholders and lead city departments;
- Assessing city standards, guides, and ordinances;
- Developing a flow chart of processes and implementation methodologies (i.e. Standard Operating Procedures (S.O.P))
- Identify required resources (i.e. staff, funding, etc.);
- Identifying and evaluating Action Plan strategies and estimating budget needs for each strategy to include:
 - ✓ Strategy implementation
 - ✓ Training
 - ✓ Identifying key influencers
 - ✓ Seasonality to consider weather, construction schedules, and equipment for maintenance of any new facilities
- Developing a Vision Zero Transparency Plan to include the following: tech team engagement, developing and managing public website to share crash data and progress on Action Plan strategies, and routine updates to City Council;
- Soliciting feedback from all stakeholders (i.e. community organizations, school districts, City Council, El Paso County, Texas Department of Transportation (TxDOT),

Metropolitan Planning Organization (MPO), Camino Real Regional Mobility Authority (CRRMA), etc.) on safety concerns, projects and strategies;

- Attending Vision Zero Task Force meetings and meetings with staff, the community, and City Council;
- Developing recommendations and strategies for third-party assessment and course-correction; and
- Developing a print ready (anticipated in InDesign) Action Plan to include modifications to existing City standards, guides, and ordinance, and new ordinances.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT "D"

PAYMENT SCHEDULE

For the project known as "**VISION ZERO ACTION PLAN CONSULTING SERVICES**", hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$682,619.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Lump Sum Payment to Consultant

The compensation for each task described in Attachment "A". Payment shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. meals, 2. hotel (lodging) costs, 3. airfare travel costs, 4. parking costs, 5. automobile or equipment rental costs, 6. taxi, limousine, bus, subway, or other travel costs, 7. reproduction, 8. shipping and handling, 9. local postage/deliveries (courier services), 10. communication costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year.

The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, to/from destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. movie costs for "Pay for View" or cable service, 2. alcohol costs, 3. monetary tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	CONTACT NAME: PHONE (A/C, No, Ext): 425-709-3600 E-MAIL ADDRESS:	FAX (A/C, No): 425-709-7460
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Ins. Co. INSURER B: Trumbull Insurance Company INSURER C: Twin City Fire Ins. Co. INSURER D: Continental Casualty Company INSURER E: INSURER F:	
INSURED Alta Planning + Design, Inc. 711 SE Grand Ave Portland, OR 97214	NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	52UUNOL5120	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	52UENOL5676	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	52WEOL6H1T ** WA Stop Gap	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		MCH114135257	09/01/2021	09/01/2022	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Solicitation #2022-0283R Vision Zero Consulting Services

Alta project No. 00-2022-026

City of El Paso is an additional insured on the general liability and automobile policies per the attached endorsements/forms.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso 218 N. Campbell El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Justin Park</i>

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Legislation Text

File #: 22-459, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution adopting a districting plan which establishes new Council representative district boundaries based on the 2020 U.S. Census data, to become effective immediately, and dissolving the Districting Commission, as they have completed their duties in the redistricting process per City Charter.

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

AGENDA DATE: April 26, 2022

CONTACT(S): Karina Brasgalla, BrasgallaKX@elpasotexas.gov, (915) 212-1570;
Philip Etiwe, EtiwePF@elpasotexas.gov, (915) 212-1553

DISTRICT(S) AFFECTED: ALL

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

SUBGOAL: 6.8 Support transparent and inclusive government

SUBJECT:

A Resolution adopting a districting plan which establishes new Council representative district boundaries based on the 2020 U.S. Census data, to become effective immediately, and dissolving the Districting Commission, as they have completed their duties in the redistricting process per City Charter.

BACKGROUND / DISCUSSION:

The Districting Commission held its first meeting on Thursday, September 16, 2021. Regular meetings were moved to Wednesdays in order to avoid conflict with the El Paso County Redistricting Commission. A total of 15 meetings were held using a hybrid format, allowing in-person participation from City Council chambers in addition to virtual attendance via Microsoft Teams or by phone. At these meetings, the Commission received informational presentations, reviewed and debated on proposed districting plans, took public comment, and live-edited plan options. As part of the redistricting process, the Commission worked with City Staff to schedule and host a total of ten community meetings in multiple locations throughout the City, with two meetings conducted completely virtually. Staff was invited to and attended three city representative community meetings to speak on this subject. Staff also presented to various local associations and organizations by request. These community meetings provided a venue for residents to have direct access and communication with Commissioners, facilitated the public comment process, and allowed City Staff to gain insight from a variety of audiences city-wide.

A dedicated website was created and a direct link placed on the main City of El Paso website at www.elpasotexas.gov/shapeep. This website was used to notify the general public throughout the redistricting process. The website featured a variety of resources and on-line tools including the entire schedule for all public and community meetings, electronic files of the agendas and minutes for all meetings, video recordings of all meetings, a GIS viewer that allowed users of the site to navigate and view in detail each proposed redistricting plan, as well as a portal for submitting comments to the Commission.

A total of 18 districting plans were submitted and reviewed, with several plan options edited live at meetings on March 16th and 23rd. On March 23, 2022, the Districting Commission used ranked choice voting to establish their top three proposed districting plans to submit to Council for consideration: 1) CD7 Revised, 2) CD6 Revised, and 3) CD8 Revised.

District Plans were reviewed and edited by Council on April 11th and 14th. Three maps are under consideration by City Council: Commissioner Draft 8 Revised, CD8 - Council Revision B, CD7 - Council Revision B

PRIOR COUNCIL ACTION:

On April 27, 2021, City Council reestablished the Districting Commission in accordance with the requirements of Article II, Section 2.4(B) of City Charter. On October 26, 2021, Council approved a Resolution establishing the redistricting criteria for new proposed district boundaries. As part of the previous redistricting effort following the 2010 Census, City Council adopted new representative district boundaries effective July 23, 2012.

AMOUNT AND SOURCE OF FUNDING:

Revised 04/09/2021

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☐ YES ☐ NO

PRIMARY DEPARTMENT: Planning and Inspections
SECONDARY DEPARTMENT: City Attorney's Office

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

DEPARTMENT HEAD: Philip Fiore
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, after the completion of the 2020 U.S. Census, realignment of representative district boundaries of the City of El Paso is required when the difference in population between the largest and smallest district exceeds ten percent; and

WHEREAS, upon review of the 2020 census data for the City of El Paso there exists an apparent population imbalance requiring adjustment of the representative district boundaries; and

WHEREAS, on April 27, 2021, pursuant to Article II, Section 2.4(B) of the City Charter, the City Council established the Districting Commission (the “Commission”); and

WHEREAS, on October 26, 2021, the City Council adopted redistricting criteria to guide the Council and the Commission in the consideration of districting plans; and

WHEREAS, during the course of the redistricting process the Commission conducted numerous regular Commission meetings and community meetings to develop alternative districting plans and to solicit comment and participation from members of the general public and other interested groups; and

WHEREAS, the Commission has now made its recommendations to the Council concerning adjustments of the boundaries of the representative districts to insure substantial equality of the populations; and

WHEREAS, the City Council has considered various proposed alternative districting plans regarding the adjustment of representative district boundaries of the City and now finds that the attached districting plan is in the best interest of the citizens of the City, complies with the adopted redistricting criteria, and is believed to comply with all constitutional principles and laws governing voting rights of the United States and Texas.

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

1. That the City Council hereby adopts as the City’s districting plan the attached map, to become effective immediately;
2. That the Districting Commission, having completed their duties as identified in the City Charter, is hereby dissolved.

ADOPTED this ____ day of _____, 2022.

THE CITY OF EL PASO

Oscar Leeser, Mayor

[Signatures Continue on Following Page]

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

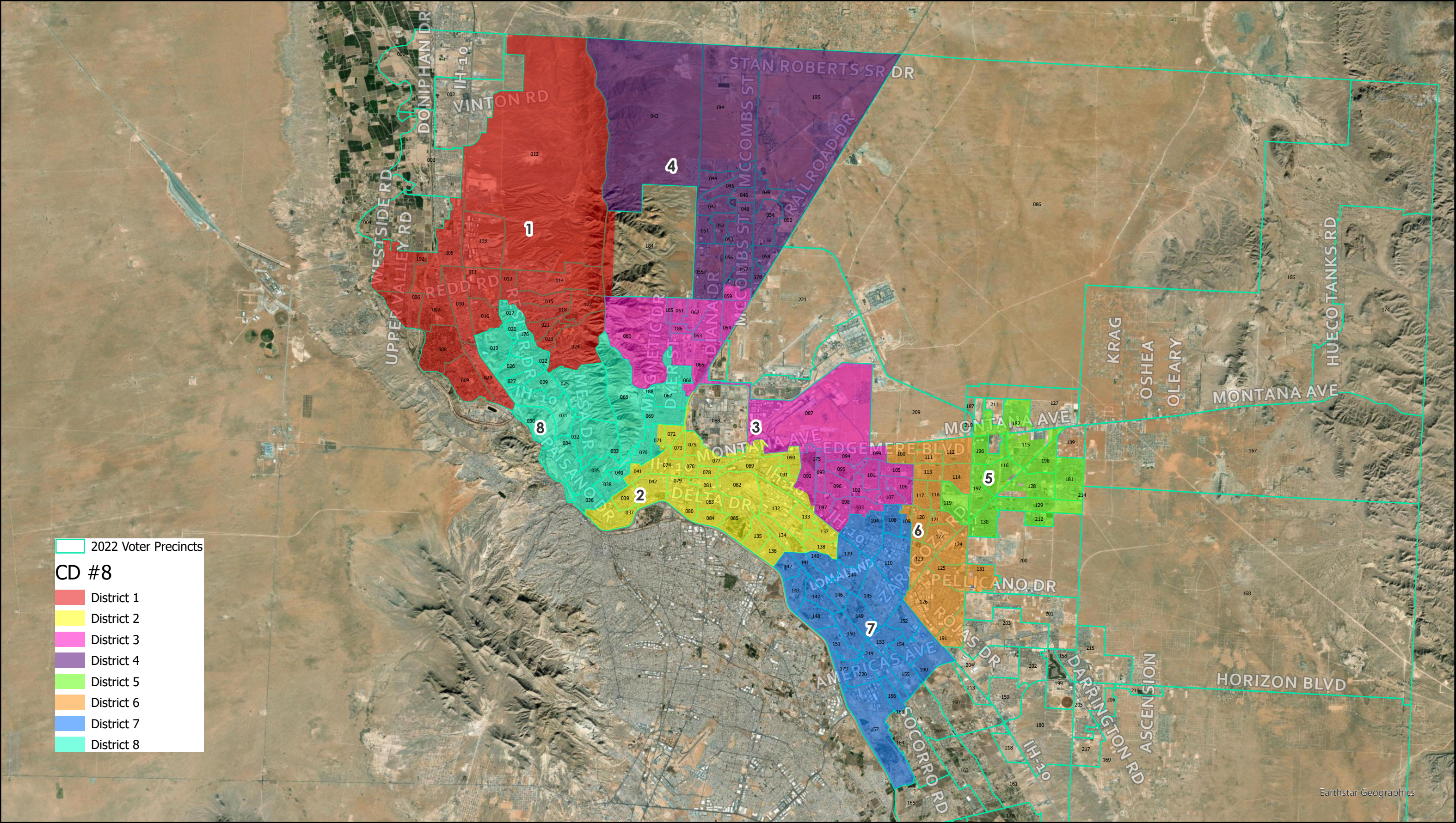
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip Etiwe, Director
Planning and Inspections Department

Commissioner Draft #8 Revised 3/23/2022

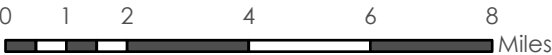


2022 Voter Precincts

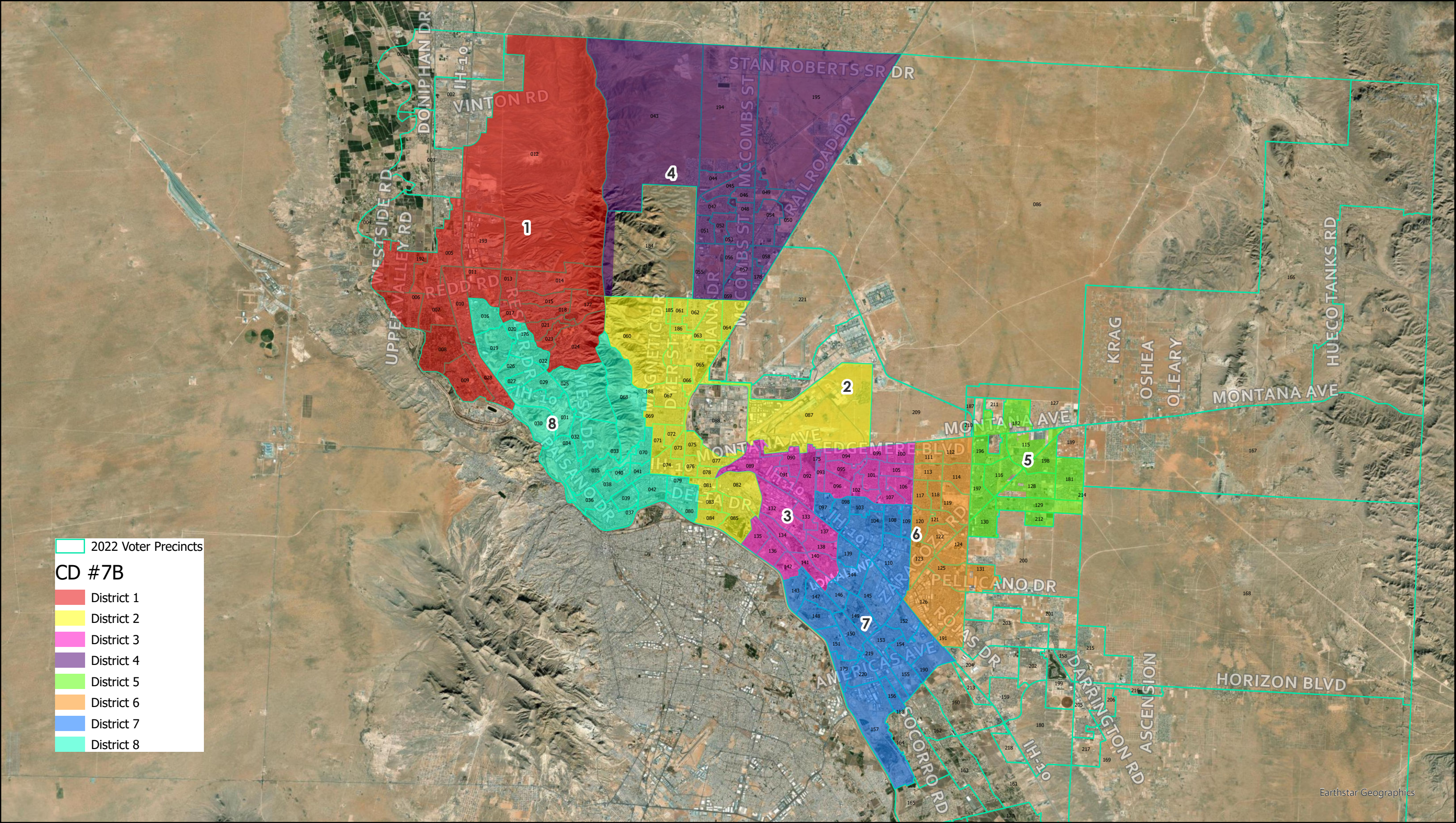
CD #8

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8

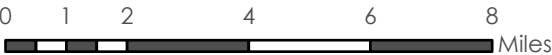
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



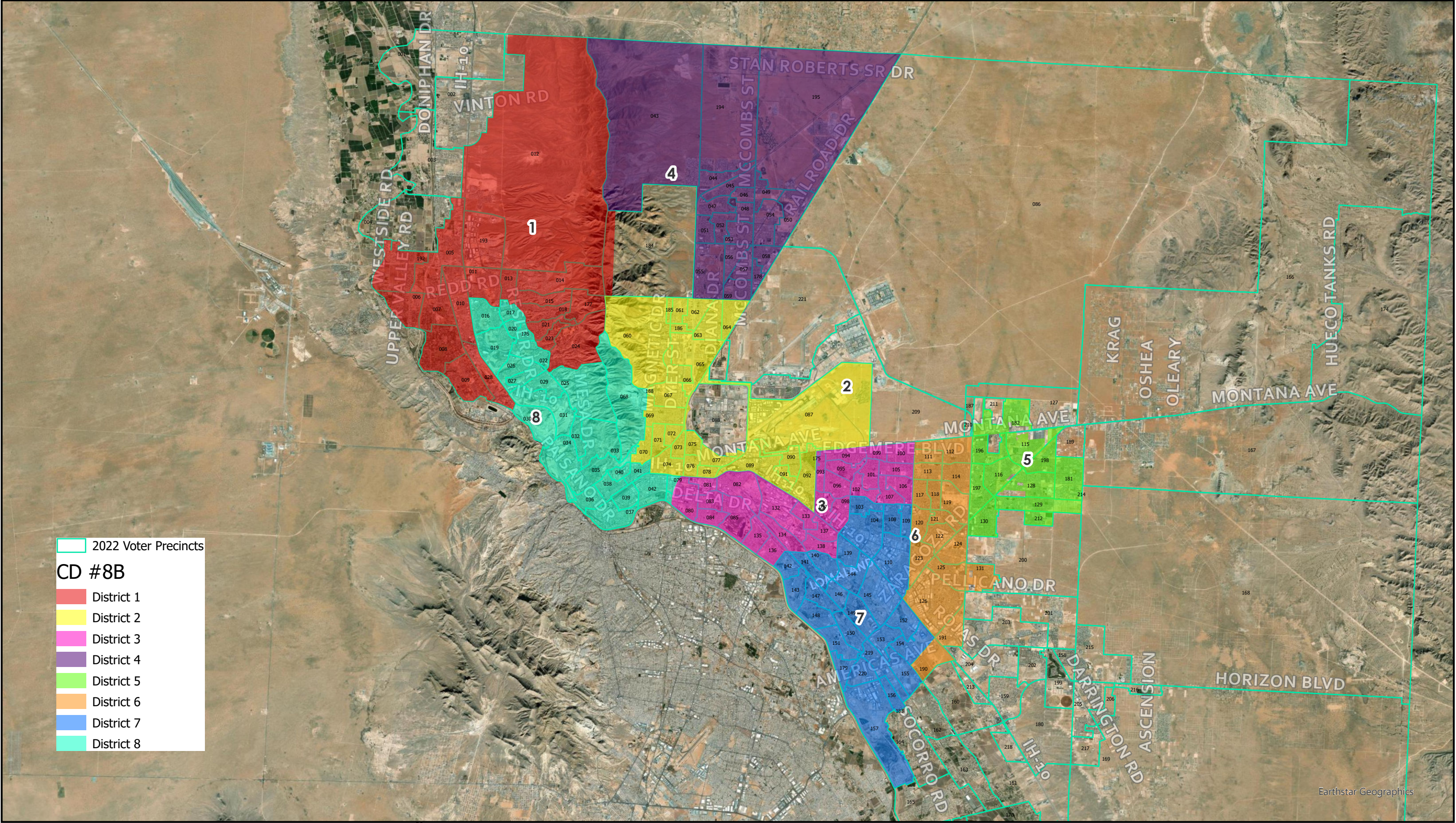
Commissioner Draft #7B Revised 4/11/2022



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.



Commissioner Draft #8B Revised 4/14/2022



2022 Voter Precincts

CD #8B

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- District 8

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